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SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MICHAEL GREBE, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

MARY ANN'S BAKING CO., INC., a
California corporation, and DOES 1 through
100, inclusive,

Defendants.

Case No. 34-2020-00285254-CU-OE-GDS

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

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF CLASS,
COLLECTIVE, AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: April 21, 2023

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill H. Talley

Filed: September 14, 2020

FAC Filed: May 12, 2022

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on April 21, 2023, at 9:00 a.m., or as soon thereafter as the matter
3 may be heard in Department 27 of the above-entitled Court, Plaintiffs Silvia Madrigal Vargas and Michael
4 Grebe (“Plaintiffs”), individually and on behalf of all other similarly situated individuals, hereby move
5 for entry of an Order for the following:

- 6 1. Certifying the proposed Class herein for purposes of settlement;
- 7 2. Appointing Plaintiffs as the Class Representatives for purposes of settlement;
- 8 3. Appointing Shimoda & Rodriguez Law, PC, and Justice Law Corporation as Class Counsel
9 for purposes of settlement;
- 10 4. Approving the proposed class and collective action and Private Attorneys General Act of 2004
11 (“PAGA”) settlement, in the gross amount of \$600,000, to be paid in accordance with the
12 Settlement Agreement and in part incorporated herein by reference;
- 13 5. Approving the application for payment to Class Counsel of attorneys’ fees in the amount of
14 \$210,000;
- 15 6. Approving the application for payment to Class Counsel of reasonable attorneys’ costs in the
16 amount of \$17,117.24;
- 17 7. Approving the Class Representative Enhancement Payment of \$10,000 to each Plaintiff;
- 18 8. Approving the appointment of Simpluris, Inc. (“Simpluris”) as the Settlement Administrator
19 and for payment of Settlement Administration Costs to Simpluris for administering said class
20 action settlement in the amount of \$10,500;
- 21 9. Approving the settlement of claims under PAGA of \$20,000, seventy-five percent (75%) of
22 which will be paid to the California Labor and Workforce Development Agency and twenty-
23 five percent (25%) of which will be paid to PAGA Group Members;
- 24 10. Determining that the class notification procedure and process complied with Class Members’
25 due process rights;
- 26 11. Directing that any residue from settlement checks that were not cashed by the check cashing
27 deadline escheat to the State of California’s Controller to be held in the name of each expired
28 check payee, pursuant to applicable unclaimed property laws;

1 12. Approving and adopting the Proposed Order and its implementation schedule, which is filed
2 herewith and incorporated by reference.

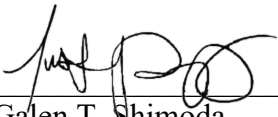
3 This Motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
4 2699(l), and California Rules of Court 3.769 and 3.764, on the grounds that the preliminarily approved
5 class action and PAGA settlement is fair, reasonable, and adequate as to all Class Members and should be
6 given final approval by the Court. This motion will be based on the notice of motion, memorandum of
7 points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of Douglas Han, the
8 Declaration of Silvia Madrigal Vargas, the Declaration of Michael Grebe, the Declaration of Stephen
9 Gomez, exhibits, the record and files of this case, and any further oral or documentary evidence introduced
10 at the hearing of this motion.

11 Pursuant to Local Rule 1.06 (A), the court will make a tentative ruling on the merits of this matter
12 by 2:00 p.m., the court day before the hearing. The complete text of the tentative rulings for the department
13 may be downloaded off the court's website. If the party does not have online access, they may call the
14 dedicated phone number for the department as referenced in the local telephone directory between the
15 hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and receive the tentative ruling. If
16 you do not call the court and the opposing party by 4:00 p.m. the court day before the hearing, no hearing
17 will be held.

18 Dated: March 24, 2023

Shimoda & Rodriguez Law, PC

19
20 By: _____


21 Galen T. Shimoda
22 Justin P. Rodriguez
23 Renald Konini
24 Attorneys for Silvia Madrigal Vargas
25
26
27
28

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CLASS ACTION

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

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF CLASS,
COLLECTIVE, AND REPRESENTATIVE
ACTION SETTLEMENT**

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4	<i>Richard Posner, Economic Analysis of Law</i> § 21.9, at 534-35 (3d ed. 1986)	18

1 **I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT**

2 This Motion is brought seeking final approval of a wage-and-hour class action settlement in the
3 gross amount of \$600,000. *See generally* Exhibit A (Stipulation and Settlement of Class, Collective,
4 and Representative Action). Plaintiffs Silvia Madrigal Vargas (“Plaintiff Madrigal Vargas”) and
5 Michael Grebe (“Plaintiff Grebe”) (collectively known as, “Plaintiffs”) brought this class action
6 individually and on behalf of other similarly situated employees employed by Defendant Mary Ann’s
7 Baking Co., Inc., (“Defendant”). Plaintiffs worked for Defendant in California within the applicable
8 Class Period and contend that they were subject to all the same policies and practices that are alleged to
9 be unlawful in this litigation. *See generally* Exhibit B (Plaintiffs’ Operative Complaint); Declaration of
10 Silvia Madrigal Vargas (“Decl. Madrigal Vargas”) ¶ 2; Declaration of Michael Grebe (“Decl. Grebe”) ¶
11 2.

12 Plaintiffs alleged Defendant violated California law by: (a) failing to pay overtime; (b) failing to
13 provide meal and rest periods or pay premiums in lieu thereof; (c) failing to pay minimum wages; (d)
14 failing to timely pay final wages; (e) failing to provide accurate wage statements; (f) failing to
15 reimburse all expenses; and (g) failing to provide and pay all sick leave wages owed. *See generally*
16 Exhibit B. Plaintiffs have also alleged Defendant engage in unfair business practices and is liable for
17 civil penalties under the Private Attorneys General Act of 2004 (“PAGA”) based on these violations.
18 *See id.*; Exhibit C (Plaintiffs’ Ltrs. to the Labor and Workforce Development Agency [“LWDA”]
19 Regarding PAGA Claims). Plaintiffs contended this is a meritorious class action lawsuit and that this
20 case is appropriate for class certification for settlement purposes as the requisites for class certification
21 in this case can be satisfied. *See* Exhibit B.

22 Defendant denies all of Plaintiffs’ allegations in their entirety and any liability or wrongdoing of
23 any kind. *See* Declaration of Justin P. Rodriguez (“Decl. Rodriguez”), ¶ 6. Defendant denies this case
24 is appropriate for class certification other than for purposes of settlement and that Plaintiffs would have
25 been successful in establishing that class certification is proper. *See id.* However, subject to approval
26 by the Court, the Parties compromised and settle all asserted claims for monetary compensation as a
27 result of extensive investigations, informal document and data exchanges, and extended negotiations
28 relating to all aspects of the asserted claims. *See* Exhibit A. Class Counsel believe the proposed

1 settlement is in the best interest of the Class based on the discovery, investigations, negotiations, and a
2 detailed knowledge of the issues in this case. *See* Decl. Rodriguez, ¶¶ 2, 7-14; Declaration of Douglas
3 Han (“Decl. Han”), ¶ 23. The prospect of potential class certification, Defendant’s factual and legal
4 contentions, difficulties of complex litigation, the lengthy process of establishing specific damages and
5 various possible delays and appeals were carefully considered by Plaintiff and Plaintiff’s counsel in
6 agreeing to the proposed Agreement. *See id.*

7 The reaction of Class Members to the preliminary approved Agreement has been
8 overwhelmingly positive and gives substantial support to the Agreement and all terms and allocations
9 therein being fair, reasonable, and adequate. Zero Class Members opted out of the settlement and there
10 have been zero objections to the Agreement. *See* Declaration of Stephen Gomez (“Decl. Gomez”), ¶¶
11 13, 15. It is within the discretion of this Court to grant final approval of the proposed settlement, which
12 satisfies all the criteria for final settlement approval under California law. Accordingly, Plaintiffs
13 request that the Court: (1) certify the settlement class; (2) grant final approval of the Agreement; (3)
14 find that the procedures used to notify Class Members complied with due process; (4) grant Plaintiffs’
15 request for attorneys’ fees and costs, the Enhancement Payments to the Class Representatives, and
16 Settlement Administration Costs; and (5) approve and adopt the proposed order granting final approval,
17 which is filed concurrently herewith.

18 **II. PROCEDURAL AND LITIGATION HISTORY**

19 On September 14, 2020, Plaintiff Grebe filed a Complaint against Defendant in the Superior
20 Court of the State of California, County of Sacramento, Case No. 34-2020-00285254-CU-OE-GDS. On
21 January 11, 2021, Plaintiff Madrigal Vargas filed a Complaint against Defendant in the Superior Court
22 of the State of California, County of Sacramento, Case No. 34-2021-00292191, which was removed to
23 the United States District Court for the Eastern District of California on February 19, 2021, Case No.
24 2:21-CV-00320-JAM-JDP. On May 12, 2022, Plaintiffs filed an amended complaint in this action
25 combining the claims and Parties of both actions as the result of mediation to facilitate a more
26 streamlined, efficient review of the proposed class action settlement. Exhibit B. Plaintiffs exhausted
27 administrative remedies under the PAGA by providing notice of the claims and violations to the
28 LWDA. *See* Exhibit C; Cal. Lab. Code § 2699.3(a), (c); Decl. Rodriguez, ¶ 4. There is no date set for a

1 motion for certification or trial in this matter. *See* Decl. Rodriguez, ¶ 5.

2 **III. INVESTIGATION AND DISCOVERY CONDUCTED**

3 Plaintiffs thoroughly investigated issues affecting certification, the merits of the class claims,
4 and potential damages for such claims. *See id.* at ¶¶ 7-14. Plaintiffs worked during the time all
5 Defendant's policies and practices at issue in the Complaint were in effect and provided information
6 regarding these policies and practices. *See* Decl. Madrigal Vargas ¶¶ 2-3, 5-7; Decl. Grebe ¶¶ 2, 5-10.
7 The Parties engaged in formal and informal discovery and exchange of documents, including a
8 representative sampling of employee data. Plaintiffs also reviewed documents relating to Defendant's
9 financial condition to determine its ability to continue litigation and pay any settlement and/or
10 judgment higher than what has been agreed to in the Settlement now before the Court. The discovery
11 covered all aspects of the asserted claims, including certification issues, merits issues, damages, the
12 scope and configuration of Class Members, the content and implementation of the wage-and-hour
13 policies at issue, issues relating to manageability concerns at trial, among other relevant areas. *See*
14 Decl. Rodriguez, ¶¶ 7-11. The information allowed Plaintiffs to determine the extent and frequency of
15 any violations in accordance with Plaintiffs' contentions and create an accurate damages model to
16 assess the reasonableness of any settlement. *See id.*

17 **IV. NEGOTIATION AND PROPOSED SETTLEMENT**

18 **a. Plaintiffs and Defendant Engaged in Extensive Arm's Length Negotiations**

19 The final settlement occurred only after extended arm's length negotiations. Over the course of
20 nearly two (2) years, Plaintiffs have been investigating the claims and discussing with Defendant's
21 counsel the merits of the claims and certification issues present in this case. *See id.* at ¶¶ 6-14. The
22 Parties exchanged substantial amounts of information and legal analysis regarding the asserted claims.
23 *See id.* Then, only after nearly two (2) years of litigation and negotiation, which included a full day
24 mediation with Jeffrey Krivis, the Parties able to reach a mutually agreeable settlement. *See id.* at ¶ 12.
25 In light of the claims and defenses at issue, the Parties agreed to a Gross Fund Value of \$600,000. *See*
26 Exhibit A.

27 **b. The Terms of the Settlement**

28 As detailed in the Agreement, the Parties agreed to the following:

1 1. The following groups of individuals are covered by the Settlement (*See* Exhibit A, ¶¶
2 I.e-I.e, I.s-I.t): (a) All non-exempt, hourly individuals who performed work for any amount of time for
3 Defendant as non-exempt, hourly employees, however titled, in California, at any time from April 6,
4 2019 through February 28, 2022 (“PAGA Group Members”); (b) All non-exempt, hourly individuals
5 who performed work for any amount of time for Defendant as non-exempt, hourly employees, however
6 titled, in California at any time from April 6, 2016 through February 28, 2022 (“Class” and “Class
7 Members”).

8 2. Defendant agrees to pay the Gross Fund Value of no more than \$600,000, exclusive of
9 the employer’s share of payroll taxes, on a claims made basis to resolve and release the claims alleged
10 in the Complaint. *See id.* at ¶¶ I.h, I.n.

11 3. The Parties agree that up to \$10,000, each, for Plaintiff Madrigal Vargas and Plaintiff
12 Grebe will be paid as a Class Representative Enhancement Payment. This amount will be in addition to
13 any amount Plaintiffs may be entitled to under the terms of the Agreement. *See id.* at ¶ I.g.

14 4. The Parties agree the cost of administering this class action settlement shall be paid from
15 the settlement proceeds. Simpluris, Inc., was preliminarily approved to act as the Settlement
16 Administrator, and has carried out its required duties to date. The final costs for Simpluris, Inc., are
17 \$10,500.00. Decl. Gomez, ¶ 16.

18 5. The Parties agree that \$20,000 of the Gross Fund Value shall be allocated to resolving
19 claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to the LWDA
20 and Twenty-Five percent (25%) will be paid to PAGA Group Members. *See id.* at ¶ I.r. Given the risk
21 to proving the claims on the merits, the derivative nature of the penalties, the efforts by Defendant to
22 maintain compliant policies and take corrective action, the presence of what may likely be deemed
23 good faith disputes, and the Court’s discretion to reduce any penalty award, Plaintiff believes the
24 \$20,000 PAGA Payment allocation represents a meaningful settlement aimed at deterring non-
25 compliance given the facts of this case. *See* Decl. Rodriguez, ¶ 14; *see also Nordstrom Com. Cases*,
26 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on
27 their being disputed and being part of a class settlement which was evaluated based on the terms of the
28 agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, at *8 n.2 (E.D. Cal.

2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,00 PAGA settlement allocation where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 U.S. Dist. LEXIS 63514, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 U.S. Dist. LEXIS 8358, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 U.S. Dist. LEXIS 53416, *2 (S.D. Cal. 2010) (approving \$3,000 PAGA allocation in \$1,000,000 settlement); *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 U.S. Dist. LEXIS 24880, *34-35 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in a \$3,950,000 settlement even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated value); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, at *7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, at *14 (E.D. Cal. 2012) (\$10,000 in PAGA payment from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, at *1 (N.D. Cal. 2011) (approving PAGA settlement payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement).

6. The Parties agree that up to thirty-five percent (35%) of the Gross Fund Value (\$210,000) will be paid for Plaintiffs' attorneys' fees incurred in the litigation of this case. Defendant will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ I.b. Additionally, the Parties agree Plaintiffs will be entitled to the actual litigation costs, which are \$17,117.24. *See* Exhibit D (Shimoda & Rodriguez Law, PC's, Itemized Costs); Decl. Han, ¶ 22; Exh. 6 to Decl. Han. The difference between the actual costs and the \$18,500 will be redistributed to Settlement Class Members on a pro rata basis. *See id.*

1 7. Any Settlement Administrator Costs, any amounts paid for attorneys' fees and costs, the
2 Class Representative Enhancement Payments, and PAGA Payment will be paid out from the Gross
3 Fund Value, not in addition to the Gross Fund Value. *See* Exhibit A, ¶ I.h.

4 8. Class Members who fail to timely opt-out of this settlement or timely file a claim form
5 will waive all Released Claims as set forth in the Agreement. *See id.* at ¶ I.z.

6 9. For any portion of the Net Settlement Amount or PAGA Payment allocated to
7 Settlement Class Members or PAGA Group Members that is not claimed by them by cashing their
8 respective settlement checks within one hundred eighty (180) calendar days of issuance, shall escheat to
9 the State of California's Controller, to be held in the name of each expired check payee, pursuant to
10 applicable unclaimed property laws. *See id.* at ¶ XIII.b. Because the Agreement provides a plan for
11 distribution of any uncashed checks, section 384 does not apply. *See In re Microsoft I-V Cases*, 135
12 Cal. App. 4th 706, 718, 722 (2006) ("Under our interpretation, the procedure of section 384,
13 subdivision (b) does not apply to a judgment approving a settlement agreement that includes its own
14 provisions for distribution of any unpaid residue").

15 **c. Allocation of Settlement Funds**

16 Payment to Class Members of their share of the Net Settlement Amount will required the
17 submission of a Claim Form. Payment to Settlement Class Members shall be as follows: A Net
18 Settlement Amount will be determined by subtracting from the Gross Fund Value any amounts for
19 approved attorneys' fees and costs, any Class Representative Enhancement Payment to the Class
20 Representatives, the Settlement Administrator Costs, and the PAGA Fund payable to the LWDA. *See*
21 Exhibit A, ¶¶ I.n, I.r. Each Settlement Class Member's share of the Net Settlement Amount shall be
22 determined by dividing the number of workweeks worked by the Individual Settlement Class Member
23 by all workweeks worked by the Class during the Class Period, multiplied by the Net Settlement
24 Amount (*i.e.*, (number of individual workweeks worked / total workweeks worked by the Class) x Net
25 Settlement Amount). Each Settlement Class Member's share of the Net Settlement Amount, which shall
26 be distributed to the Settlement Class Members, will be less employee portions of state and federal
27 withholding taxes, including the employee FICA, FUTA and SDI contributions and any other applicable
28 payroll deductions required by law as a result of the payment of the amount allocated to such Settlement

1 Class Member as set forth in the Agreement. Because more than the minimum 40% of the Net
2 Settlement Amount was claimed by Settlement Class Members during the notice period, the
3 redistribution clause was not triggered. *See id.* at ¶ VI.

4 **V. PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND THE**
5 **SUBSEQUENT CLASS ACTION ADMINISTRATION**

6 Plaintiff's motion for preliminary approval of the class action settlement was approved by the
7 Court on October 31, 2022. To comply with Class Members' due process rights, the parties enlisted an
8 exhaustive method to ensure the best practical means possible was used to provide notice to the class.
9 The parties provided the Settlement Administrator the names, last known address, and social security
10 numbers for the class. The Settlement Administrator then updated this information by doing an address
11 trace for each individual using this information prior to mailing. *See Decl. Gomez*, ¶¶ 6-8. If the
12 notices were returned as undeliverable, further investigation was performed and they were re-mailed
13 using updated information. *See id.* at ¶ 9. Of the 473 Notice Packets mailed, only 4 were undeliverable
14 after use of these methods. *See id.* at ¶ 9. Settlement Class Members claimed approximately 55.52% of
15 the Net Settlement Amount. *See id.* at ¶ 11. The average distribution to Settlement Class Members is
16 \$1,269.32 and the maximum distribution is approximately \$2,521.87. *See id.* at ¶ 12. The Notice
17 Packet included information regarding all material terms of the settlement as well as the amounts to be
18 requested in connection with final approval for attorneys' fees and costs, Class Representative
19 Enhancement Payments, and Settlement Administrator Costs. *See Exh. A to Decl. Gomez*. No
20 objections to the preliminarily approved settlement have been made and zero Class Members opted out.
21 *See Decl. Gomez*, ¶¶ 13, 15.

22 It is not required that Class Members be given actual notice of a class settlement; instead, the
23 best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d
24 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017);
25 *Walsh v. CorePower Yoga LLC*, 2017 U.S. Dist. LEXIS 163991, at *12-14 (N.D. Cal. 2017); *Wright v.*
26 *Linkus Enters.*, 259 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir.
27 1994), the Court rejected a class member's argument that he had not received due process because he
28 did not receive notice until after the opt out period, finding that, so long as the notice process utilized is

1 the best practicable under the circumstances, due process is satisfied even if there is no actual receipt of
2 the notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra*
3 *Foods, Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any undeliverable Notice in this case, the
4 Court in *Rannis v. Recchia*, 380 F. App'x 646 (9th Cir. 2010) found that class members who did not
5 receive actual notice due to their mailings being deemed undeliverable were still properly held to be
6 part of the class settlement because they received the best notice practicable under the circumstances.
7 *See Rannis v. Recchia*, 380 F. App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-
8 984 (2019), the California Supreme Court noted that California has adopted a similar approach
9 regarding providing notice to class members.

10 The notice method in *Rannis* is similar to that used in the present case. For example, the Notice
11 Packet contains all information necessary for a Class Member to assess the litigation, the settlement,
12 and whether they wanted to participate, object, or opt-out. *See* Exh. A to Decl. Gomez. The Settlement
13 Administrator utilized a national change of address database, forwarding notices, and skip tracing in an
14 effort to ensure that all reasonable means were exhausted in attempting to provide Class Members
15 notice of this settlement. *See* Decl. Gomez, ¶¶ 6-9. The content of the notice provided and the manner
16 in which it was provided to Class Members was the best practicable notice to satisfy due process.

17 **VI. THE AGREEMENT WARRANTS FINAL APPROVAL AS IT IS FAIR,**
18 **REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS, PROVIDING**
19 **AN EXCELLENT RECOVERY UNDER THE FACTS OF THIS CASE**

20 A class action may not be dismissed, compromised, or settled without Court approval and the
21 decision to approve or reject a settlement is committed to the Court's sound discretion. *See* Cal. Rules
22 of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)¹; *Wershba v. Apple Computer, Inc.*, 91 Cal. App.
23 4th 224, 234-35 (2001); *see also* Cal. Lab. Code §§ 2699(1)(2) (requiring Court review of PAGA
24 settlements). However, courts should give "proper deference to the private consensual decision of the
25 parties," since "the court's intrusion upon what is otherwise a private consensual agreement negotiated
26 between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment
27 that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating

28 ¹The California Supreme Court has authorized California's trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998). Where a settlement is reached on terms agreeable to all parties, a court should disapprove of the settlement “only with considerable circumspection.” *Jamison v. Butcher & Sherrerd*, 68 F.R.D. 479, 481 (E.D. Pa. 1975). The law favors settlement of lawsuits, particularly class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See Neary v. Regents of Univ. of Cal.*, 3 Cal. 4th 273, 277-81 (1992).

a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness

The purpose of the Court’s final evaluation of a proposed class action settlement is to determine only whether the proposed settlement is within the range of reasonableness. *See Wershba*, 91 Cal. App. 4th at 234-35. If the Court finds a proposed settlement falls within “the range of reasonableness,” it should grant final approval of the class action settlement. *See, e.g., North County Contr. ’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal. App. 4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 133 (2008). To make the fairness determination, the Court must consider several factors, including “the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed settlement is fair. “A presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802; *see also In re Heritage Bond Litig.*, 2005 WL 1594403, at *10 (C.D. Cal. June 10, 2005) (“It is established that the absence of a large number of objectors to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members”).

1 **i. The Settlement is a Result of Extensive, Non-Collusive Arm’s Length**
2 **Negotiations Between the Parties**

3 Settlement in this case was reached only after litigation and extensive arm’s length negotiations
4 lasting nearly two (2) years, which included a full day mediation with Jeffrey Krivis. *See* Decl.
5 Rodriguez, ¶¶ 6-14. At all times, the negotiations were adversarial and contentious, although still
6 professional in nature. *See id.*

7 **ii. The Extent of Investigation and Discovery Completed Provided Ample**
8 **Information to Enter Into an Informed and Reasonable Settlement**

9 The Parties were in possession of all necessary information during the negotiations. The Parties
10 engaged in substantial formal and informal discovery and exchange of documents, including a
11 representative sampling of employee data and policy documents, which covered all aspects of the class
12 claims and helped thoroughly vet the extent of Plaintiffs’ claims against Defendant and create an
13 accurate damages model. *See id.* at ¶¶ 6-11. Plaintiff was in possession of this information prior to
14 calculating the potential damages in this case. *See id.* As a result, Plaintiffs made a reasonable
15 estimation of Defendant’s potential liability and its ability to satisfy any judgment or settlement. *See*
16 *id.* The settlement was reached at a stage where “the parties certainly have a clear view of the strengths
17 and weaknesses of their cases” sufficient to support the settlement. *Boyd v. Bechtel Corp.*, 485 F.Supp.
18 610, 617 (N.D. Cal. 1979).

19 **iii. Class Counsel are Experienced in Similar Litigation**

20 Class Counsel have considerable experience in class and PAGA actions and wage-and-hour
21 litigation and are qualified to evaluate the class claims, value of settlement versus moving for
22 certification and going to trial, and the viability of possible affirmative defenses. *See* Decl. Rodriguez,
23 ¶¶ 16-24; Decl. Han, ¶¶ 15-20; Exh. 5 to Decl. Han. Class Counsel believe the settlement is fair and
24 reasonable considering the complexities of the case, the uncertainties of class certification and
25 litigation, and the secured benefit to the class. Decl. Rodriguez, ¶¶ 6-14; Decl. Han, ¶ 23.

26 **iv. No Class Member Objected or Opted Out**

27 The reaction by Class Members to the Agreement and all the terms and allocations stated
28 therein is overwhelmingly positive. **Zero Class Members have objected to any aspect of the**
Agreement and zero have opted out. *See* Decl. Gomez. ¶¶ 13, 15. This provides strong evidence that

the settlement is fair, reasonable, and adequate. *In re Heritage Bond Litig.*, 2005 WL 1594403, at *10 (“It is established that the absence of a large number of objectors to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members”); *Nat’l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) (“That unanimous, positive reaction to the Proposed Settlement is compelling evidence that the Proposed Settlement is fair, just, reasonable, and adequate”).

v. The Settlement is Fair and Reasonable Based on the Strength of Plaintiffs’ Case and the Risks and Costs of Further Litigation

A review of the Agreement’s terms does not give rise to any doubts about its fairness. Based on the records and facts of this case, Plaintiffs have secured a gross recovery of approximately 7.8 % and a net recovery of approximately 4.3% of the claims’ maximum likely value. *See* Decl. Rodriguez, ¶¶ 13-14. Additionally, the average net award per class member is approximately \$1,269.32 and the highest recovery is approximately \$2,521.87. *See* Decl. Gomez, ¶ 12. This settlement is a reasonable compromise of the class and PAGA claims, and is within the percentile ranges of the total available damages that have been approved in other class settlements. *See Wershba*, 91 Cal. App. 4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1990); *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in settlement of 6% of maximum potential recovery after reduction for attorney’s fees was higher than median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 U.S. Dist. LEXIS 77714 (C.D. Cal. 2017) (approving a settlement where the net recovery to class members was approximately 7.5% of the projected maximum recovery amount); *Avila v. Cold Spring Granite Co.*, 2017 U.S. Dist. LEXIS 130878 (E.D. Cal. 2017): (approving a settlement with a gross recovery of 11% of the projected maximum damages available and a net recovery of approximately 6.7% of the projected maximum recovery); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245 (N.D. Cal 2015) (approving a settlement where the gross recovery was approximately 8.5% of the projected maximum recovery). *Schiller v. David’s Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal. 2012) (“Class Members will receive an average of approximately \$198.70, with the

1 highest payment to a Class Member being \$695.78 . . . Overall, the Court finds that the results achieved
2 are good, which is highlighted by the fact that there was no objection to the settlement amount or the
3 attorneys’ fees requested.”); *Gardner v. GC Servs., LP*, 2012 U.S. Dist. LEXIS 47043, 18 (S.D. Cal.
4 2012) (“the results achieved in this case were very favorable. Class members are provided with
5 immediate monetary relief, with an average award of around several hundred dollars and a minimum
6 award of \$50”).

7 A settlement agreement may also provide for a claims made and reversion procedure so long as
8 the settlement, as a whole, is still fair, reasonable, and adequate. *See In re Microsoft I-V Cases*, 135
9 Cal.App.4th 706, 721 (2006) (“The analysis additionally recognized that a court approved settlement
10 could properly include a ‘reversion of ... funds to the defendant’”); *Cundiff v. Verizon California, Inc.*,
11 167 Cal.App.4th 718, 728 (2008) (noting that *In re Microsoft I-V Cases* found that a class settlement
12 may provide for a reversion so long as it does not render the settlement, as a whole, unfair, inadequate,
13 or unreasonable and distinguishing the case before it on the grounds that the class settlement agreement
14 made no provision for unclaimed funds). The claims made and reversion procedure in this case was
15 agreed to as a result of the Defendant’s financial condition. *See Decl. Rodriguez*, ¶¶ 7-10. It was only
16 after Plaintiffs’ counsel reviewed financial documents to verify Defendant’s financial condition,
17 weighed the relevant interests, and considered potential alternatives that the claims made and reversion
18 procedure was ultimately agreed to. *See Decl. Rodriguez*, ¶¶ 7-11. The claims made and reversion
19 procedure appropriately balance the relevant interest in this case and do not render the settlement
20 unfair, unreasonable, or inadequate.

21 **vi. The Proposed Settlement is a Reasonable Compromise of Claims**

22 The case of *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116 (2008) requires additional
23 information be presented to the Court, acting as a fiduciary for the absent class members “to ensure that
24 the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims
25 being released, discounted by the risks and expenses of attempting to establish and collect on those
26 claims by pursuing the litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los*
27 *Angeles*, 186 Cal. App. 4th 399 (2010), clarified a *Kullar* showing does not require submitting an
28 illusory prediction of the outer reaches of exposure without considering the risks of certification,

1 decertification, dispositive motions, and trial. *Kullar* also does not require an explicit statement of the
2 maximum amount the plaintiff class could recover if it prevailed on all its claims provided there is a
3 record that allows “an understanding of the amount that is in controversy and the realistic range of
4 outcomes of the litigation.” *Id.* at 409. The *Munoz* Court found the record before the trial court was
5 sufficient, having included the number of class members, payroll data, declarations describing hours
6 and overtime worked, as well as variances in duties and rest and meal period experience, and a
7 companion action alleging less than \$5,000,000 in damages. This information constituted “an adequate
8 basis from which to garner a reasonably adequate understanding of the amount that is in controversy
9 within the meaning of *Kullar*.” *Id.*

10 Plaintiffs similarly relied upon payroll data and Class Members’ data to determine the realistic
11 potential damages suffered by the class as a whole. *See* Decl. Rodriguez, ¶¶ 7-14. This analysis
12 allowed Plaintiffs to determine the extent and frequency of potential violations on all claims as to all
13 Class Members. *See id.* Plaintiffs secured a percentage of the total demand for the putative class that is
14 within the range of what has been found to be sufficient in several other cases. *See, supra*, Section
15 V.a.vi; *see also, e.g., In re Omnivision Technologies, Inc.*, 559 F.Supp.2d at 1042; *Reed v. 1-800*
16 *Contacts, Inc.*, 2014 U.S. Dist. LEXIS 255 (S.D. Cal. 2014) (approving a settlement of \$11.7 million
17 where the maximum range of damages was \$5,000 for each of the alleged 300,000 instances of
18 unlawful recording violations (\$1.5 billion), equaling approximately .78% of the total demand and
19 approximately \$800 per class member). This settlement represents a reasonable compromise given the
20 percentage of the total demand that was secured, the average recovery per class member, the Court’s
21 ability and discretion to cut PAGA penalties, Defendant’s financial condition, and the uncertainty of
22 class certification. *See* Decl. Rodriguez, ¶¶ 7-14; Decl. Han, ¶ 23.

23 **b. Certification of the Class is Appropriate**

24 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
25 defined community of interest in the questions of law and fact involved affecting the parties to be
26 represented.” *Dunk*, 48 Cal. App. 4th at 1806. The “community of interest” element “embodies three
27 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
28 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*

Here, the Court conditionally certified the settlement class on October 31, 2022, and nothing has happened in the interim that would warrant changing that decision. *See Garcia v. City of King City*, 2017 WL 363257, *4 (N.D. Cal. 2017); *Messineo v. Ocwen Loan Servicing, LLC*, 2017 WL 733219, *4 (N.D. Cal. 2017). Here, the parties agree that, for the purposes of settlement, these prerequisites are met. *See Exhibit A*.

i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous

The proposed settlement class is ascertainable because all putative class members can be readily identified through employee personnel and payroll files. *See Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980 (2019); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal. App. 4th 1325, 1334 (2008). The numerosity requirement is met because there are approximately 473 individuals who fall within the definition of Class Member, which makes joinder of all members impracticable. *See Gay v. Waiters' & Dairy Lunchmen's Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff'd* 694 F.2d 531 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal. App. 3d 1017, 1030 (1972) (noting no set minimum to meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these requirements are satisfied.

ii. The Commonality, Predominance, and Typicality Requirements are Met

The commonality requirement is met when there are questions of law or fact regarding the class as a whole. *See Hanlon*, 150 F.3d at 1019. Commonality requires only that some common legal or factual questions exist; Plaintiffs need not show that all issues in the litigation are identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate over individual questions and class-wide treatment of a dispute must be superior to individual litigation.² *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality requirement is met when claims of the named representative are typical of those of the class, though “they need not be substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal. App. 3d 27, 46-47 (1983).

² When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 The common questions of law and fact in this case stem from Plaintiffs' contention Defendant
2 violated California law by: (a) failing to authorize and permit meal and rest periods due to inadequate
3 staffing, excessive production quotas, and being required to don and doff personal protective equipment
4 ("PPE") while off-the-clock during meal periods; (b) failing to pay for all hours worked; (c) failing to
5 factor in bonuses and other non-discretionary incentive payments into employees' regular rate of pay
6 for overtime, sick leave, and other premium wage payment purposes; (d) failing to pay daily overtime;
7 (e) failing to provide required sick leave and pay sick leave wages; and (f) failing to reimburse for
8 business expenses, including for the use of employee's personal cell phones and requiring employees to
9 purchase non-slip shoes without reimbursement. *See* Exhibit B. The waiting time penalties, unfair
10 competition, and PAGA claims are derivative of these violations. *See id.* Plaintiffs and the Class
11 Members seek the same remedies under state law. Under these specific circumstances, and for purposes
12 of settlement only, the commonality and predominance requirements are satisfied. Regarding the
13 typicality requirement, Plaintiffs contend they suffered from the same unlawful policies, treatment, and
14 circumstances as Class Members did, will request the same remedies, and will rely on the same
15 methods of proof to establish liability and damages. *See id.* Thus, the typicality requirement is also
16 satisfied for settlement purposes.

17 **iii. The Adequacy Requirement is Met**

18 The adequacy of representation requirement is met if the named representative and counsel have
19 no interests adverse to those of the putative class members and are committed to vigorously prosecuting
20 the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60
21 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed settlement,
22 Plaintiffs and the putative Settlement Class Members will receive a pro rata share of the settlement
23 based on the number of workweeks they worked for Defendant. *See* Exhibit A. Finally, any Class
24 Member who wished to opt-out of the settlement was able to do so, and any Settlement Class Member
25 was also able to dispute the number of workweeks stated in the Notice of Class Action Settlement.

26 There is no conflict of interest between Plaintiffs and Class Members. Plaintiffs and Class
27 Counsel pursued the claims made in the operative Complaint vigorously on behalf of the Class. Class
28 Counsel, with Plaintiffs' assistance, thoroughly investigated the claims made in this case by speaking

1 with Plaintiffs and reviewing substantial amounts of documents. Class Counsel engaged Defendant's
2 counsel in settlement discussions over the course of nearly two (2) years. Class Counsel have
3 experience defending and bringing wage-and-hour claims. Because Class Counsel vigorously pursued
4 Plaintiffs' and the Class Members' claims, the adequacy requirement is met. *See generally* Decl.
5 Rodriguez.

6 **VII. THE AMOUNTS REQUESTED FOR ATTORNEY'S FEES AND COSTS, AN**
7 **ENHANCEMENT PAYMENTS TO THE CLASS REPRESENTATIVES, AND**
8 **SETTLEMENT ADMINISTRATOR COSTS ARE REASONABLE AND SHOULD**
9 **BE APPROVED**

10 The Notice of Settlement sent to Class Members specifically identified the allocations for
11 attorney's fees and costs, the Class Representative Enhancement Payments, and Settlement
12 Administrator Costs. *See* Exh. A to Decl. Gomez. The reaction of Class Members to these requested
13 amounts provides useful evidence of whether they are reasonable. *See In re Heritage Bond Litig.*, 2005
14 WL 1594403, *21 ("The absence of objections or disapproval by class members to Class Counsel's fee
15 request further supports finding the fee request reasonable"). As noted above, there were no objections
16 raised to the Agreement or any term or allocation therein whatsoever. *See* Decl. Gomez, ¶ 15. In
17 addition to Class Members' reactions supporting the requested amount, the facts and applicable case
18 law also support awarding these amounts in full.

19 An award of attorney's fees should include compensation for all hours reasonably spent. *See*
20 *Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001); *see also Hensley v. Eckerhart*, 461 U.S. 424, 431
21 (1983) (finding hours are reasonably spent if they are the kind normally billed to a fee-paying client).
22 California has not adopted any "benchmark" percentage utilized by several federal courts. *See Emmons*
23 *v. Quest Diagnostics Clinical Lab's, Inc.*, 2017 WL 749018, at *7 (E.D. Cal. 2017) ("Notably, while
24 the California Supreme Court recognized the Ninth Circuit's 25 percent benchmark for percentage
25 awards in common fund cases, it did not adopt such a benchmark for California cases"). Instead, "[t]he
26 benchmark in determining attorney fees is reasonableness." *Karton v. Ari Design & Constr., Inc.*, 61
27 Cal.App.5th 734, 744 (2021).

1
2 **a. A Fee of Thirty-Five Percent of the Common Fund Is Reasonable Because It Is Within**
3 **the Ranges Historically Approved by Courts in Class Settlements and a Lodestar**
4 **Cross Check Validates the Proposed Fee**

5 An award of attorney's fees under the common fund doctrine is appropriate in this case as there
6 is sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the benefits received can be
7 accurately traced to the settlement Plaintiff and Class Counsel were able to negotiate on behalf of Class
8 Members, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
9 lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016);
10 *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van*
11 *Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of
12 persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole.").
13 The requested fee, 35% of the common fund, is within ranges awarded in other cases. *See Martin v.*
14 *Ameripride Servs.*, 2011 U.S. Dist. LEXIS 61796, *22-23 (S.D. Cal. 2011) (collecting cases); *Birch v.*
15 *Office Depot, Inc.*, USDC Southern District, Case No. 06cv1690 DMS (WMC) (awarding 40% fee on a
16 \$16 million wage and hour class action settlement); *Rippee v. Boston Mkt. Corp.*, USDC Southern
17 District, Case No. 05cv1359 BTM (JMA) (awarding a 40% fee on a \$3.75 million wage and hour class
18 action settlement); Decl. Rodriguez, ¶ 25; Decl. Han, ¶¶ 13.

19 To the extent there may be some Courts that have granted fees at a percentage less than 35%,
20 that does not justify an arbitrary cap on Class Counsel's fees in this case. First, in many instances, the
21 treatises or cases discussing these percentages are relying on federal decisions guided by a
22 "benchmark" percentage of 25% that has not been adopted by the California Supreme Court. *See*
23 *Emmons*, 2017 WL 749018, at *7. This artificially lowers the average percentage of fees awarded.
24 Second, many of the same decisions and treatises refer to cases that have a substantial gross settlement
25 fund to begin with, which will generally correspond to a lower percentage of fees being deemed
26 reasonable. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1052 (9th Cir. 2002) (compiling an
27 appendix of class settlements with gross settlement funds of \$53 million to \$193 million and a range of
28 2.8% to 40% in awarded attorney's fees, averaging approximately 22%). Rather than acting as a cap on
any fee, the percentages applied in cases are a tool to cross check the reasonableness of the fee just as

1 the lodestar method is a tool to cross check the reasonableness of the requested percentage. *See Karton*,
2 61 Cal.App.5th at 744; *Vizcaino*, 290 F.3d at 1048 (“courts cannot rationally apply any particular
3 percentage—whether 13.6 percent, 25 percent or any other number—in the abstract, without reference
4 to all the circumstances of the case”).

5 To the extent the Court wishes to exercise its discretion to conduct a lodestar cross check, the
6 cross check only validates the fee request. *See Laffitte*, 1 Cal.5th at 503-506. Again, an award of
7 attorney’s fees should include compensation for all hours reasonably spent. *See Ketchum*, 24 Cal.4th at
8 1133; *see also Hensley*, 461 U.S. at 431 (finding hours are reasonably spent if they are the kind
9 normally billed to a fee-paying client). In carrying out the final terms and distributions related to this
10 settlement, Class Counsel will have spent approximately 727.2 hours performing tasks that would
11 normally be billed to any fee playing client in complex litigation. *See Decl. Rodriguez*, ¶¶ 26, 28;
12 Exhibit F; Decl. Han, ¶ 10; *See Exh. 1 to Decl. Han; Syers Props. III, Inc. v. Rankin*, 226 Cal.App.4th
13 691, 699 (2014) (“Because time records are not required under California law ... , there is no required
14 level of detail that counsel must achieve.”) (internal quotations omitted). At the prevailing market rates
15 for Class Counsel’s level of experience and this type of complex litigation, this equates to a lodestar of
16 approximately \$496,685.00. *See Decl. Rodriguez*, ¶¶ 26-28; *Children’s Hosp. and Med. Ctr. v. Bonta*,
17 97 Cal.App.4th 740, 746 (2002) (noting rates were reasonable where they were “within the range of
18 reasonable rates charged by and judicially awarded comparable attorneys for comparable work”). Decl.
19 Han, ¶¶ 10-14; *See Exh. 1-3 to Decl. Han*.

20 The reasonableness of Class Counsel’s fee request is also demonstrated by the fact that the
21 amount requested would actually result in a negative multiplier to their lodestar. Multipliers are
22 typically awarded in contingent fee litigation to compensate counsel for the risk of non-payment:

23 It is an established practice in the private legal market to reward attorneys
24 for taking the risk of non-payment by paying them a premium over their
25 normal hourly rates for winning contingency cases. *See Richard Posner*,
26 *Economic Analysis of Law* § 21.9, at 534-35 (3d ed. 1986). Contingent
27 fees that may far exceed the market value of the services if rendered on a
28 non-contingent basis are accepted in the legal profession as a legitimate
way of assuring competent representation for Plaintiff who could not
afford to pay on an hourly basis regardless whether they win or lose.

1 *Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.)*, 19 F.3d 1291, 1299 (9th
2 Cir. 1994). Moreover, “in the common fund context, attorneys whose compensation depends on their
3 winning the case, must make up in compensation in the cases they win for the lack of compensation in
4 the cases they lose.” *Id.* at 1300-01; *see also Ketchum*, 24 Cal.4th at 1138 (“The adjustment to the
5 lodestar figure, *e.g.*, to provide a fee enhancement reflecting the risk that the attorney will not receive
6 payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither
7 unexpected nor fortuitous”); *Wershba*, 91 Cal.App.4th at 255 (“Multipliers can range from 2 to 4 or
8 even higher”). Because awarding attorney’s fees at the requested 35% would still result in a negative
9 multiplier, a lodestar cross check validates the common fund percentage requested and the Court should
10 grant Class Counsel’s fee request. *See* Decl. Rodriguez, ¶¶ 26-28; Decl. Han, ¶¶ 10-14.

11 **b. Class Counsel’s Expenses and Costs Were Necessarily Incurred to Achieve the Benefit**
12 **Obtained**

13 The appropriate analysis in determining whether particular costs are compensable is whether
14 they are of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v.*
15 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (“Harris may recover as part of the award of attorney’s fees
16 those out-of pocket expenses that ‘would normally be charged to a fee paying client’”); *Abrams v.*
17 *Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8
18 F.3d 722, 725-26 (10th Cir. 1993). The categories of expenses for which Class Counsel seek
19 reimbursement here are categories normally charged to hourly clients and, therefore, should be
20 reimbursed out of the common fund. *See* Decl. Rodriguez, ¶ 29; Exhibit D; Decl. Han, ¶ 22: *See* Exh. 6
21 to Decl. Han.

22 **c. Class Counsel’s Request for Class Representatives Enhancement Payments Is Justified**
23 **In Light of The Results Achieved for the Class**

24 A service payment to a named plaintiff is intended to recognize their time and effort on behalf
25 of the class. Indeed, courts routinely approve incentive awards to compensate named plaintiffs for the
26 services they provide and the risks they incurred during the course of the class action litigation. *See*
27 *Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001) (approving incentive awards of
28 \$300,000.00 to each named plaintiff); *Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294 (N.D.

Cal. 1995) (approving a \$50,000.00 participation award); *Cellphone Termination Fee Cases*, 186 Cal.App.4th 1380, 1393 (2010) (approving \$10,000 awards to each of the four (4) named plaintiffs).

In this case Plaintiffs provided substantial support in helping to secure payment to Class Members. Plaintiffs have spent tremendous amounts of time and effort to help secure payment for Class Members. *See* Decl. Rodriguez, ¶ 11; Decl. Madrigal Vargas, ¶¶ 2-3, 5-8; Decl. Han, ¶ 21; Decl. Grebe ¶¶ 2, 4-10. Plaintiffs are also subject to a much broader release of claims than Class Members. Payment of \$10,000.00 to each Plaintiff is appropriate given the risk, assistance, time required, and burden experienced in bringing and resolving this case, especially since this amount was identified in the Notice of Settlement and no objections to it have been received. *See West v. Circle K Stores, Inc.*, 2006 U.S. Dist. LEXIS 76558, at *7-*8, *12, *27 (E.D. Cal. 2006) (awarding a \$15,000 representative enhancement where 10,000 class members were to receive a gross award of approximately \$500 each from the \$5,000,000 settlement); *Dent v. ITC Serv. Croup*, 2013 U.S. Dist. LEXIS 139359, at *9-*10, *15-*16 (D. Nev. 2013) (awarding a \$15,000 representative enhancement out of a \$150,000 settlement for approximately 530 class members).

d. The Court Should Approve the Payment of Settlement Administrator Costs

Since being preliminarily approved as the Settlement Administrator, Simpluris, Inc., has carried out its duties as set forth in the Court's order and the Agreement. Simpluris, Inc.'s, final costs are \$10,500.00. Plaintiff requests that the Court approve this payment to the Settlement Administrator.

VIII. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court certify the class for settlement purposes; grant final approval of the proposed settlement, including the Enhancement Payments, the payment to the LWDA under PAGA, Class Counsel's application for reasonable attorneys' fees and costs, and the Settlement Administration Costs; find that the notice procedures satisfied Class Members' due process rights; and adopt the proposed order submitted concurrently herewith.

Dated: March 24, 2023

By: _____

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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

MICHAEL GREBE, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

MARY ANN'S BAKING CO., INC., a
California corporation, and DOES 1 through
100, inclusive,

Defendants.

Case No. 34-2020-00285254-CU-OE-GDS

CLASS ACTION

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

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS,
COLLECTIVE, AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: April 21, 2023

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill H. Talley

Filed: September 14, 2020

FAC Filed: May 12, 2022

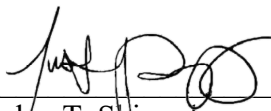
Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Stipulation and Settlement of Class, Collective, and Representative Action
B	Plaintiffs' Operative Complaint
C	Plaintiffs' Letters to the LWDA Regarding PAGA Claims
D	Shimoda & Rodriguez Law, PC, Itemized Costs
E	Proof of Submission to LWDA
F	Shimoda & Rodriguez Law, PC, Summary Hours Chart

Dated: March 24, 2023

Shimoda & Rodriguez Law, PC

By: _____



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Justin P. Rodriguez

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Exhibit A

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SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MICHEAL GREBE and SILVIA MADRIGAL
VARGAS, individually and on behalf of all other
similarly situated employees;

Plaintiffs,

v.

MARY ANN'S BAKING CO., INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 34-2020-00285254

**STIPULATION AND SETTLEMENT OF
CLASS, COLLECTIVE, AND
REPRESENTATIVE ACTION**

Subject to final approval by the Court, which counsel and the Parties agree to diligently pursue and recommend in good faith, Plaintiffs Micheal Grebe and Silvia Madrigal Vargas (“Plaintiffs”), individually and on behalf of all other similarly situated persons and aggrieved employees, on the one hand, and Defendant Mary Ann’s Baking Co., Inc. (“Defendant”), on the other hand (collectively, the “Parties” and individually, a “Party”), hereby agree to the following binding settlement of the class and representative action designated *Micheal Grebe and Silvia Madrigal Vargas v. Mary Ann’s Baking Co., Inc.* (Sacramento County Superior Court, Case No. 34-2020-00285254) (the “Action”), pursuant to the terms and conditions set forth below (the “Settlement,” “Settlement Agreement” or “Agreement”).

I. Definitions.

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

a. “Action.”

The case entitled *Micheal Grebe and Silvia Madrigal Vargas v. Mary Ann’s Baking Co., Inc.*, Sacramento County Superior Court, Case No. 34-2020-00285254.

b. “Attorneys’ Fees and Costs.”

The attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court’s Order, securing the Court’s approval of the Settlement, administering the Settlement, mediation expenses, any expert expenses, and securing entry of judgment in the Action. Class Counsel will request attorneys’ fees not to exceed 35 percent (35%) of the Gross Fund Value, which is presently \$600,000 (i.e., no more than \$210,000 in attorneys’ fees, presently), plus litigation costs incurred not to exceed \$18,500.00. The amount of Attorneys’ Fees and Costs awarded are subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for Attorneys’ Fees and Costs as set forth above. Such Attorneys’ Fees and Costs shall be paid from the Gross Fund Value. Defendant shall have no liability for any other attorneys’ fees or costs. To the extent that the Court approves less than the amount of Attorneys’ Fees and Costs that Class Counsel request, the difference between the requested and awarded amounts will be distributed to Settlement

1 Class Members on a proportional basis relative to the size of their claims. Class Counsel will be issued
2 an IRS Form 1099 for the Attorneys' Fees and Costs detailed in this Section and shall be solely and
3 legally responsible for paying all applicable taxes on the payment made pursuant to this Section. No
4 counsel shall be entitled to attorneys' fees or costs for work performed in this Action other than as
5 provided in this Settlement Agreement. The instant Settlement Agreement is the exclusive means for
6 recovery of attorneys' fees and costs incurred in this Action by any attorney, law firm and/or other legal
7 services provider.

8 **c. "Class Counsel."**

9 Justice Law Corporation and Shimoda & Rodriguez Law, PC shall be appointed Class Counsel
10 upon approval by the Court.

11 **d. "Class List."**

12 A complete list of all Class Members that Defendant will diligently and in good faith compile
13 from its records and provide to the Settlement Administrator within thirty calendar (30) days after
14 Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft
15 Office Excel spreadsheet and will include each Class Member's full name, most recent mailing address,
16 most recent telephone number, if any, Social Security number, dates of employment (*i.e.*, hire date and
17 termination date, if applicable), number of workweeks that a Class Member worked during the Class
18 Period in California, and any other relevant information needed to calculate settlement payments.

19 **e. "Class Member(s)"**

20 All non-exempt, hourly individuals who performed work for any amount of time for Defendant
21 as non-exempt, hourly employees, however titled, in California at any time from April 6, 2016 through
22 February 28, 2022.

23 **f. "Class Period."**

24 April 6, 2016 through February 28, 2022.

25 **g. "Class Representative Enhancement Payment."**

26 The amount to be paid to Plaintiffs in recognition of their efforts and work in prosecuting the
27 Action on behalf of Class Members and for their general release of claims. Subject to the Court granting
28 Final Approval of this Settlement Agreement, Plaintiffs will request Court approval of Class

Representative Enhancement Payment in the amount of \$10,000 each. Plaintiffs will be issued an IRS Form 1099 in connection with their Class Representative Enhancement Payments. Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as a result of the payment. The Class Representative Enhancement Payments will be paid from the Gross Fund Value and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement and are conditioned on the execution of a general release of claims as set forth below. Defendant makes no representations as to the tax treatment or legal effect of the payments called for herein, and Plaintiffs are not relying on any statement or representation by Defendant or its counsel in this regard. To the extent that the Court approves less than the amount of Class Representative Enhancement Payment that Plaintiffs request, the difference between the requested and awarded amounts will be distributed to the Settlement Class Members on a proportional basis relative to the size of their claims.

h. "Gross Fund Value."

The sum of no more than a Gross Fund Value of \$600,000.00 to be paid by Defendant in full satisfaction of all claims arising from the Action on a reversionary, claims-made basis, as described in Paragraph VIII in this Agreement. The Gross Fund Value includes all Individual Settlement Payments to Settlement Class Members, the Class Representative Enhancement Payment to Plaintiffs, Settlement Administration Costs to the Settlement Administrator, the PAGA Fund (payment to the Labor and Workforce Development Agency Payment ("LWDA") and the PAGA Settlement Fund), and the Attorneys' Fees and Costs. Defendant will be responsible for any employer-side payroll taxes required by law, separate and in addition to the Gross Fund Value, including the employer FICA, FUTA, and SDI contributions on the wage portion of the Individual Settlement Payments. Defendant shall not be responsible for any other payments.

i. "Defendant's Counsel"

G. Daniel Newland and Sophia S. Kwan of Seyfarth Shaw LLP.

j. "Effective Date."

The date upon which both of the following have occurred: (i) final approval of the settlement is granted by the Court and (ii) the Court's Judgment approving the settlement becomes Final. Final shall

mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review with the California Supreme Court or other court in California assuming jurisdiction of this matter, or, (ii) if a petition for review filed, the date of denial of the petition, or the date the Court’s Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Court’s Judgment. If a timely objection to settlement is filed (including an objection from the LWDA), “Effective Date” shall be the later of: (a) the date on which the time for all appeals relating to objections to Settlement and the Final Approval Order has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any petition (where the immediately lower court affirmed the judgment) or affirming the judgment. Provided, however, if the California Labor & Workforce Development Agency (“LWDA”) has commenced an investigation or issued a Citation prior to the Effective Date, as determined under the forgoing definition, the Effective Date will be extended to the date that the LWDA concludes its investigation or resolves the Citation (whichever is later), or if the LWDA objects to the Settlement, the date when the LWDA’s objection to the Settlement is resolved and no longer appealable.

k. “Final Approval” or “Final Award.”

The court order granting final approval of the Settlement.

l. “Individual Settlement Payment.”

Each Class Member who submits a timely and valid Claim Form (“Settlement Class Member”) shall be entitled to an Individual Settlement Payment consisting of their share of the Net Settlement Amount. Each Settlement Class Member’s potential share of the Net Settlement Amount will be calculated by dividing the number of workweeks worked by the Individual Settlement Class Member by all workweeks worked by the Class during the Class Period, multiplied by the Net Settlement Amount (i.e., (number of individual workweeks worked / total workweeks worked by the Class) x Net Settlement Amount). Each Settlement Class Member’s share of the Net Settlement Amount, which shall be distributed to the Settlement Class Members, will be less employee portions of state and federal withholding taxes, including the employee FICA, FUTA and SDI contributions and any other applicable

1 payroll deductions required by law as a result of the payment of the amount allocated to such Settlement
2 Class Member as set forth herein.

3 If the amount of the Individual Settlement Payments for the Class Members who submit valid
4 and timely Claim Forms is less than 40% of the Net Settlement Amount, then Defendant will be
5 obligated to pay only the Settlement Floor Amount, which will equal 40% of the Net Settlement
6 Amount. To achieve the Settlement Floor Amount, all Individual Settlement Payments to the Settlement
7 Class Members will be multiplied by a number equivalent to the Settlement Floor Amount divided by
8 the aggregate amount of Individual Settlement Payments for all Settlement Class Members (i.e.,
9 Settlement Floor Amount / total amount claimed by Settlement Class Members). By applying this
10 multiplier, the amount of the Individual Settlement Payments for the Settlement Class Members will
11 equal 40% of the Net Settlement Amount. The Settlement Floor Amount is a material term of the
12 settlement.

13 **m. “LWDA Notice.”**

14 The Parties agree that Plaintiff will submit a Notice to the Labor and Workforce Development
15 Agency (“LWDA”) of this Settlement along with a copy of this Settlement Agreement within ten (10)
16 calendar days of its execution by all Parties and Class Counsel, and will thereafter submit a copy of any
17 judgment or any other order (*e.g.*, the Final Award) providing for an award of civil penalties in
18 conformity with Labor Code Section 2699(l).

19 **n. “Net Settlement Amount.”**

20 The amount after the following deductions are made from the Gross Fund Value: (a) all costs of
21 settlement administration performed by a third party settlement administrator; (b) Class Representative
22 Enhancement Payment to Plaintiffs; (c) the PAGA Fund (payment to the LWDA and the PAGA
23 Settlement Fund); and (d) Attorneys’ Fees and Costs for counsel for Plaintiffs. Each Class Member will
24 be eligible to receive a portion of the Net Settlement Amount. Each Class Member who submits a timely
25 and valid Claim Form (“Settlement Class Member”) will be eligible to receive a portion of the Net
26 Settlement Amount. If less than the entire Net Settlement Amount is claimed, as set forth in this
27 Agreement, then any portion of the Net Settlement Amount left remaining after deducting the Settlement
28

Floor Amount will revert to Defendant. The reversion of any unclaimed portion of the Net Settlement Amount above the Settlement Floor Amount is a material term of this settlement.

o. “Notice of Class Action Settlement.”

The document substantially in the form attached as Exhibit 1 that will be mailed to Class Members’ last known addresses and which will provide Class Members with information regarding the Action and information regarding the Settlement of the Action.

p. “Notice of Objection.”

A Class Member’s valid and timely written objection to the Settlement Agreement, as defined in this Agreement. Absent good cause found by the Court, Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement. Neither the Parties nor their counsel will solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

q. “Notice Packet.”

The Notice of Class Action Settlement and Individual Settlement Payment calculations, to include workweek information.

r. “PAGA Fund.”

The amount that the Parties have agreed to pay to the LWDA and the PAGA Settlement Fund in connection with settlement of Plaintiffs’ PAGA claims. The PAGA Fund shall be paid out of the Gross Fund Value. The Parties have agreed that \$20,000 of the Gross Fund Value will be allocated to the PAGA Fund for the resolution of any PAGA Group Members’ claims arising under the PAGA. Pursuant to the PAGA, \$15,000 (75%) of the PAGA Fund will be paid to the LWDA and \$5,000 (25%) of the PAGA Fund [“PAGA Settlement Fund”] will be included in the Net Settlement Amount. Any change in the requested LWDA Payment is not a material term of this Agreement. If the Court approves a lesser or greater amount than that requested, the other terms of this Agreement shall still remain in effect. However, some approval of a PAGA Settlement Fund is a material term of the Settlement and this Agreement. If the Court does not approve any PAGA Settlement Fund, then the entire Agreement

will be, at Defendant's sole discretion, void and unenforceable. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that the costs of administration shall be borne by Defendant.

s. "PAGA Group Members."

All non-exempt, hourly individuals who performed work for any amount of time for Defendant as non-exempt, hourly employees, however titled, in California, at any time from April 6, 2019 through February 28, 2022.

t. "PAGA Period."

The period from April 6, 2019 through February 28, 2022.

u. "PAGA Settlement Fund."

The amount of the PAGA Fund payable to the PAGA Group Members.

v. "Plaintiffs."

Plaintiffs and Class Representatives, Micheal Grebe and Silvia Madrigal Vargas.

w. "Plaintiffs' Released Claims."

Upon the Effective Date, and as a condition of receiving any portion of their Class Representative Enhancement Payment, Plaintiffs shall fully and finally release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their employment with Defendant and their compensation while an employee of Defendant which occurred before or during the Class Period. Plaintiffs release Defendant and its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them ("Released Parties"), from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all

1 wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods,
2 shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock
3 work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all
4 duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly
5 calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections,
6 expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave
7 under all state or federal law (including but not limited to the Families First Coronavirus Response Act),
8 failure to furnish accurate wage statements including claims derivative and/or related to these claims,
9 liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time
10 penalties, or violations of the Fair Labor Standard Act, 29 U.S.C. section 201 *et seq.* that occurred
11 during the Class Period. This Release shall include all claims and theories arising under the California
12 Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203,
13 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 *et seq.*, 432.5, 432.7, 510, 511, 512, 515, 517, 551,
14 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802
15 as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor Code
16 Sections 2698 *et seq.* based on alleged violations of the above Labor Code provisions, and the Fair
17 Labor Standards Act, 29 U.S.C. section 201 *et seq.*, and 29 C.F.R. § 826.150, as alleged in the Action.

18 Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights
19 which as a matter of law cannot be waived and released by private agreement, the rights to sue to
20 enforce this Agreement, and rights to vested benefits, unemployment benefits, disability benefits, social
21 security benefits, workers' compensation benefits, and claims outside the Class Period.

22 Plaintiffs' Released Claims include all claims as set forth above, whether known or unknown.
23 Even if Plaintiffs discover facts in addition to or different from those that they now know or believe to
24 be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain
25 released and forever barred. Thus, Plaintiffs expressly waive and relinquish the provisions, rights, and
26 benefits of California Civil Code Section 1542, which reads:

27 A general release does not extend to claims that the creditor or releasing party does not
28 know or suspect to exist in his or her favor at the time of executing the release and that, if

known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Civil Code Section 1542 release will not affect: (1) the Individual Settlement Payments Plaintiffs will receive as part of this settlement; (2) workers' compensation claims, if any; and (3) with respect to Plaintiff Madrigal Vargas only, her individual lawsuit entitled *Vargas v. Mary Ann's Baking Co. et al.*, Sacramento County Superior Court, Case No. 34-2021-00296310 as the claims asserted therein are expressly exempted from the general release of claims in this Agreement.

x. "Preliminary Approval."

The Court's order granting preliminary approval of the Settlement Agreement.

y. "Qualified Settlement Account."

The fund established by the Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1.

z. "Released Claims."

By operation of the entry of the Final Approval Order and Judgment, and except as to rights this Agreement creates, each Class Member shall release Defendant and its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them ("Released Parties"), from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal

1 law (including but not limited to the Families First Coronavirus Response Act), failure to furnish
2 accurate wage statements including claims derivative and/or related to these claims, liquidated damages,
3 conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the
4 Fair Labor Standard Act, 29 U.S.C. section 201 *et seq.* that occurred during the Class Period. This
5 Release shall include all claims and theories arising under the California Labor Code, wage orders, and
6 applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3,
7 226.7, 227, 245 *et seq.*, 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175,
8 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 as well as claims under
9 Business and Professions Code section 17200 *et seq.*, and/or Labor Code Sections 2698 *et seq.* based on
10 alleged violations of the above Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C.
11 section 201 *et seq.*, and 29 C.F.R. § 826.150, as alleged in the Action. The release of claims shall include
12 a Civil Code Section 1542 release as to the released claims only. The release shall expressly exclude all
13 other claims, including claims for vested benefits under ERISA or Taft-Hartley plans, wrongful
14 termination, unemployment insurance, disability insurance, Social Security, workers' compensation, and
15 class claims outside of the class period.

16 In addition to the claims enumerated above, each Settlement Class Member shall release and
17 forever waive any and all claims the Settlement Class Member may have under claims asserted in the
18 operative First Amended Complaint for violations of the Fair Labor Standards Act ("FLSA"); and any
19 and all claims for restitution, including without limitation back pay, attorneys' fees and costs, interest,
20 and liquidated damages under the FLSA that occurred during the Class Period ("FLSA Release"). The
21 Claim Form will contain opt-in and release language regarding the FLSA Release.

22 For the post Class Period period of time, Defendant shall have the option to pay in an additional
23 proportionate amount based on the number of additional pay periods.

24 The validity and enforceability of the Settlement, including the Class Members' release of
25 claims, are not contingent on a minimum number of valid and timely Claims Forms submitted by Class
26 Members. Class Members who do not submit a Claim Form will still be subject to this settlement and
27 will still release their claims. This Agreement is contingent upon the releases by Plaintiffs and the Class
28 Members as described herein, and upon covenants by Plaintiffs and Class Members that they will not

1 participate in any actions, lawsuits, proceedings, complaints or charges in any court or before any
2 administrative body related to any claims they have released under this Agreement.

3 **aa. “Released Parties.”**

4 Defendant and its present and former affiliates and all of its officers, directors, owners, partners,
5 employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and
6 any other persons acting by through, under or in concert with any of them.

7 **bb. “Request for Exclusion.”**

8 A notice submitted by a Class Member requesting to be excluded from the Settlement. For the
9 Request for Exclusion to be valid, it must include the Class Member’s full name and a written statement
10 that the Class Member does not wish to participate in the settlement and requesting to be excluded from
11 this Settlement. The Request for Exclusion must be returned by mail or fax to the Settlement
12 Administrator at the specified address or facsimile number and postmarked or faxed on or before the
13 Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive means to
14 determine whether a Request for Exclusion has been timely submitted. A Class Member who does not
15 submit a timely or valid Request for Exclusion from the Settlement will be deemed a Class Member and
16 will be bound by all terms of the Settlement Agreement if the Settlement is granted Final Approval by
17 the Court. Plaintiffs agree not to request to be excluded from the Settlement. Plaintiffs will be deemed
18 to have made a claim regardless of whether they make one or not.

19 Any Class Member who opts out of this Settlement may not submit an Objection, shall not
20 receive any Individual Settlement Payment, and shall not be bound by the releases set forth in this
21 Agreement. If a Class Member submits both a Request for Exclusion and an Objection, then the
22 Request for Exclusion will be valid and will invalidate the Objection.

23 **cc. “Response Deadline.”**

24 The deadline by which Class Members must mail or fax to the Settlement Administrator valid
25 Claim Forms, Requests for Exclusion, Notices of Objection to the Settlement, or workweek disputes.
26 The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice
27 Packet by the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in
28 which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is

open. The Response Deadline for submission of valid Claim Forms, Requests for Exclusion, Notices of Objection, or workweek disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a valid Claim Form, Request for Exclusion, Notice of Objection to the Settlement, or workweek disputes.

dd. “Settlement Administrator.”

The parties agree to solicit bids from two third-party administrators to administer this settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ee. “Settlement Administration Costs.”

The costs payable from the Gross Fund Value to the Settlement Administrator are for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, address searches, calculating estimated amounts per Class Member, tax reporting, distributing the Gross Fund Value, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement Agreement, and as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Fund Value, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. To the extent actual Settlement Administration Costs are greater than \$10,500.00, such excess amount will be deducted from the Gross Fund Value, subject to the Court’s approval. Settlement Administration Costs allocated but not paid to the Settlement Administrator will be distributed to the Settlement Class Members on a proportional basis relative to the size of their claims.

ff. “Settlement Class Member.”

Each Class Member who submits a timely and valid Claim Form.

gg. “Settlement Floor Amount.”

Forty percent (40%) of the Net Settlement Amount.

hh. “Settlement Payment Check.”

The Settlement Payment Check is the payment of the Individual Settlement Payments to Settlement Class Members, payment of the PAGA Settlement Fund to the PAGA Group Members, the LWDA Payment, enhancement payments to Plaintiffs, and Court approved attorneys’ fees and costs.

II. Recitals

a. On September 14, 2020, Plaintiff Micheal Grebe filed a Complaint against Defendant Mary Ann’s Baking Co., Inc. in the Superior Court of the State of California, County of Sacramento, Case No. 34-2020-00285254-CU-OE-GDS. On January 11, 2021, Plaintiff Silvia Madrigal Vargas filed a Complaint against Defendant Mary Ann’s Baking Co., Inc. in the Superior Court of the State of California, County of Sacramento, Case No. 34-2021-00292191, which was removed to the United States District Court for the Eastern District of California on February 19, 2021, Case No. 2:21-CV-00320-JAM-JDP .

b. For purposes of this settlement only, the Parties agree that Plaintiff Grebe will file an amended Complaint in Sacramento County Superior Court to assert the claims/causes of action/theories alleged by Plaintiff Vargas in her lawsuit pending in the Eastern District of California that are not currently alleged in Plaintiff Grebe’s operative complaint, and to add Plaintiff Vargas as a named plaintiff and Plaintiff Vargas’ attorney as counsel of record in the amended Complaint. Plaintiff Vargas and Defendant will agree to stipulate to a stay Vargas’ lawsuit pending in the Eastern District of California pending final approval of this settlement by the Sacramento County Superior Court. Within a reasonable time after 90 business days of the Effective Date, Plaintiff Vargas and Defendant will file a stipulated dismissal of Plaintiff Vargas’ lawsuit pending in the Eastern District of California, with prejudice as to Plaintiff Vargas’ individual claims asserted therein and without prejudice as to the putative class members.

c. On May 11, 2022, Plaintiff Grebe filed an amended Complaint asserting additional causes of action and adding Plaintiff Vargas as a named plaintiff and Vargas’ attorney as counsel of record (the “First Amended Complaint”). In the First Amended Complaint, Plaintiffs alleges the following claims against Defendant:

1. Unpaid overtime (Labor Code §§ 245 *et seq.*, 510 & 1198; 29 U.S.C. § 206.)
2. Non-compliant meal periods and unpaid meal period premiums (Labor Code §§ 226.7 and 512(a))
3. Non-compliant rest periods and unpaid rest period premiums (Labor Code §§ 226.7)
4. Unpaid minimum wage (Labor Code §§ 245 *et seq.*, 1194, 1197; 29 U.S.C. § 206)
5. Untimely and unpaid final wages (Labor Code §§ 201-203)
6. Non-compliant wage statements (Labor Code § 226)
7. Unreimbursed business expenses (Labor Code § 2802)
8. Unfair competition law (Business and Professions Code §§ 17200 *et seq.*)
9. Violation of the Private Attorneys General Act (“PAGA”) (Labor Code §§ 2698 *et seq.*)

d. On July 14, 2021, the Parties participated in a mediation with Jeff Krivis, Esq., a respected mediator of wage and hour class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based on a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

e. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

III. Funding of the Gross Fund Value.

Within fifteen (15) calendar days after the Effective Date of the Settlement, Defendants will make a one-time deposit of all approved and claimed amounts from the Gross Fund Value into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant shall pay an amount no more than a Gross Fund Value of \$600,000 on a reversionary basis, as described in VI, VII,

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

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

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

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

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

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

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

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

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

1 Settlement Class Member by all workweeks worked by the Class during the Class Period, multiplied by
2 the Net Settlement Amount (i.e., (number of individual workweeks worked / total workweeks worked by
3 the Class) x Net Settlement Amount). The Individual Settlement Payment will be reduced by any
4 required deductions for each Class Member as set forth herein, including employee-side tax
5 withholdings or deductions.

6 If the amount of the Individual Settlement Payments for the Settlement Class Members is less
7 than forty percent (40%) of the Net Settlement Amount, then Defendant will be obligated to pay only the
8 Settlement Floor Amount, which will equal 40% of the Net Settlement Amount. To achieve the
9 Settlement Floor Amount, all Individual Settlement Payments to Settlement Class Members will be
10 multiplied by a number equivalent to the Settlement Floor Amount divided by the aggregate amount of
11 Individual Settlement Payments for all Settlement Class Members (i.e., Settlement Floor Amount / total
12 amount claimed by Settlement Class Members). By applying this multiplier, the amount of the
13 Individual Settlement Payments for the Settlement Class Members will equal 40% of the Net Settlement
14 Amount. The Settlement Floor Amount is a material term of the settlement.

15 The Individual Settlement Payments made to any Class Members under this Settlement, and any
16 other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits
17 under any benefit plans to which any Class Members may be eligible, including, but not limited to,
18 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
19 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
20 will not affect any rights, contributions, or amounts to which any Class Members may be entitled under
21 any benefit plans.

22 Defendant has represented that there are no more than 39,466 workweeks during the Class
23 Period. In the event the number of workweeks during the Class Period is more than 43,413 (i.e., greater
24 than 10% more than 39,466), then the GSV shall be increased proportionally by the workweeks in
25 excess of 43,413, multiplied by the workweek value. For example, if there were 11,900 workweeks
26 represented to exist during the Class Period, but there are actually 15,000 workweeks in the Class
27 Period, and the actual workweek value is \$5.00 per workweek, Defendant would have to increase the
28

GSV by \$9,550 (15,000 workweeks – (13,090 [10% more than 11,900 workweeks]) = 1,910 workweeks x \$5.00/workweek).

VII. PAGA Settlement Fund Calculations

The PAGA Group Members will receive a pro rata portion of the PAGA Settlement Fund, determined by dividing the number of workweeks worked by the PAGA Group Member during the PAGA Period by all workweeks worked by the PAGA Group Members during the PAGA Period, multiplied by the PAGA Settlement Fund (i.e., (number of individual workweeks worked / total workweeks worked by the PAGA Group Members during the PAGA Period) x PAGA Settlement Fund). The PAGA Group Members will receive a pro rata share of the PAGA Settlement Fund without the need to submit a Claim Form.

VIII. Reversion And Settlement Floor

As provided in this Agreement, Defendant shall pay an amount no more than a Gross Fund Value (“GFV”) of \$600,000 on a reversionary basis. If the amount of the Individual Settlement Payments for the Settlement Class Members is less than 40% of the Net Settlement Amount, then Defendant will be obligated to pay only the Settlement Floor Amount to Settlement Class Members, which will equal 40% of the Net Settlement Amount. If less than the entire Net Settlement Amount is claimed, then any portion of the Net Settlement Amount left remaining after deducting the Settlement Floor Amount will revert to Defendant. The reversion of any unclaimed portion of the Net Settlement Amount above the Settlement Floor Amount is a material term of this settlement.

IX. Class Members’ Release Of Claims

The validity and enforceability of the Settlement, including Class Members’ release of claims as set forth in XVI in this Agreement, are not contingent on a minimum number of valid and timely Claims Forms submitted by Class Members. Class Members who do not submit a Claim Form will still be subject to this settlement and will still release their claims. For the post Class Period period of time, Defendant shall have the option to pay in an additional proportionate amount based on the number of additional pay periods.

X. Effect of Request for Exclusion.

Class Members who submit a valid Request for Exclusion will receive no Individual Settlement Payments and their Requests for Exclusion will reduce neither the Gross Settlement Fund nor the Net Settlement Amount. Their respective Individual Settlement Payments will remain a part of the Net Settlement Amount for distribution to Settlement Class Members in accordance with the process agreed upon and described herein.

XI. Settlement Administration Process.

a. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- i. Establish and maintain a Qualified Settlement Account.
- ii. Calculate the Individual Settlement Payment each Class Member and Settlement Class Member is eligible to receive.
- iii. Provide notice of the settlement in both English and Spanish.
- iv. Print and mail the Notice Packet.
- v. Establish and maintain a toll-free information telephone support line to assist Class Members who have questions regarding the Notice Packet.
- vi. Conduct additional address searches for mailed Notice Packets that are returned as undeliverable.
- vii. Process Requests for Exclusion, calculate Class Members' Individual Settlement Payment, field inquiries from Class Members, and administer any Requests for Exclusion. This service will include settlement proceeds calculation, printing and issuance of Settlement Payment Checks, and preparation of IRS W-2 and 1099 Tax Forms. Basic accounting for and payment of employee tax withholdings and forwarding all payroll taxes and

penalties to the appropriate government authorities will also be included as part of this service.

viii. Issuing to Plaintiff, Settlement Class Members, PAGA Group Members, and Plaintiffs' Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

ix. Provide declarations and/or other information to the Court as requested by the Parties and/or the Court.

x. Provide weekly status reports to counsel for the Parties.

b. Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

c. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the last known mailing addresses identified in the Class List.

d. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark or fax a Request for Exclusion or Notice of Objection to the Settlement. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with the Parties and according to the following deadlines, to trace the mailing

1 address of any Class Member for whom a Notice Packet is returned by the U.S. Postal Service as
2 undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail;
3 performing address searches for all mail returned without a forwarding address using available email
4 addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and
5 promptly re-mailing to Class Members for whom new addresses are found. If the Notice Packet is re-
6 mailed, the Settlement Administrator will note for its own records and notify Defendants' Counsel of the
7 date and address of each such re-mailing as part of a weekly status report provided to the Parties.

8 **e.** All Class Members will be mailed a Notice Packet, which includes the Claim Form,
9 containing the forms attached as Exhibit 1 as approved by the Court.

10 **f.** Dispute of Workweeks. Class Members will have an opportunity to dispute the
11 information provided in their Notice Packets. To the extent Class Members dispute the number of
12 workweeks to which they have been credited or the amount of their Individual Settlement Payment,
13 Class Members may produce evidence to the Settlement Administrator showing that such information is
14 inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed
15 determinative. However, if a Class Member produces evidence to the contrary, the Settlement
16 Administrator will evaluate the evidence submitted by the Class Member and will make the final
17 decision as to the number of eligible workweeks that should be applied and/or the Individual Settlement
18 Payment to which the Class Member may be entitled. The workweeks dispute must be returned by mail
19 or fax to the Settlement Administrator at the specified address or facsimile number and postmarked or
20 faxed on or before the Response Deadline. The date of the postmark or fax receipt confirmation will be
21 the exclusive means to determine whether a workweek dispute has been timely submitted. All such
22 disputes are to be resolved not later than fourteen (14) calendar days after the Response Deadline.

23 **g.** Defective Submissions. If a Class Member's Claim Form or Request for Exclusion is
24 defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the
25 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
26 business days of receiving the defective submission to advise the Class Member that his or her
27 submission is defective and that the defect must be cured to render the Claim Form or Request for
28 Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen

(15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Claim Form or Request for Exclusion.

h. Claim Form Procedures. Any Class Member wishing to receive a portion of the Net Settlement Amount must submit a valid and timely Claim Form in accordance with the instructions stated on the Claim Form. Any Class Member must complete, sign, date, and postmark or fax a written Claim Form to the Settlement Administrator within the Response Deadline for the Claim Form to be considered timely. The date of the postmark on the return mailing envelope or the fax receipt confirmation will be the exclusive means to determine whether a Claim Form has been timely submitted. All Claim Forms will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Claim Forms were timely submitted. Any Class Member who does not submit a timely and valid Claim Form will still be bound by the terms of this Settlement Agreement and will still release their claims.

i. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the Settlement Administrator within the Response Deadline. The date of the postmark on the return mailing envelope or the fax receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. To be valid, a written request for exclusion from the class settlement must: (1) state the case name; (2) make the following statements, or a similar statement: "I wish to opt out of the class settlement of the class action lawsuit titled *Micheal Grebe and Silvia Vargas v. Mary Ann's Baking Co., Inc.* I understand that, if I opt out of the class settlement, I will receive no money from the class settlement described in this Notice."; (3) contain the name, address and telephone number and the last four digits of the Social Security number of the person asking to opt-out; (4) be signed by the Class Member; and (5) be mailed to the Settlement Administrator by the Response Deadline. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted. Any Class Member who does not timely seek exclusion will be bound by the terms of this Settlement Agreement.

1 **j. Objection Procedures.** Any Class Member wishing to object to the Settlement Agreement
2 must sign and postmark or fax a written objection to the Settlement Administrator within the Response
3 Deadline. The date of the postmark on the return mailing envelope or the fax receipt confirmation will
4 be the exclusive means to determine whether an objection has been timely submitted. A written
5 objection must be signed by the Class Member and include: (1) the case name, (2) the Class Member's
6 full name and most current address, (3) the last four digits of the Class Member's Social Security
7 number, and (4) signed by the Class Member. Late Objections may not be considered. The Settlement
8 Administrator shall provide counsel for the Parties with complete copies of all objections received,
9 including the date of postmark or fax receipt confirmation for each objection, within five (5) business
10 days of receipt. Class Counsel will provide a single packet of copies of any objections and supporting
11 documents to the Court at least sixteen (16) court days before the Final Approval Hearing. A Class
12 Member who excludes himself or herself from the Settlement shall lose standing to object.

13 **k.** The Settlement Administrator shall have its own Employer Identification Number under
14 Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in
15 calculating payroll withholdings for taxes and shall transmit the required employers' and employees'
16 share of the withholdings to the appropriate state and federal tax authorities. The Settlement
17 Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement
18 Fund ("QSF") under US Treasury Regulation section 468B-1.

19 **XII. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

20 **a. Nullification of the Settlement Agreement.** In the event: (i) the Court does not enter the
21 Preliminary Approval Order and approve the Released Settlement specified herein; (ii) the Court does
22 not finally approve the Settlement as provided herein; or (iii) the Settlement does not become final for
23 any other reason (*e.g.*, an objection by the LWDA), this Settlement Agreement shall be null and void.
24 Any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated
25 as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or
26 effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties
27 and any funds to be awarded under this Settlement Agreement shall be returned to their respective
28 statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the

Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees or costs already incurred by the Settlement Administrator shall be shared equally.

b. Settlement Terms Bind All Class Members. Any Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all its terms. The validity and enforceability of the Settlement, including Class Members' release of claims as set forth in this Agreement, are not contingent on a minimum number of valid and timely Claims Forms submitted by Class Members. Class Members who do not submit a Claim Form will still be subject to this settlement and will still release their claims.

XIII. Certification Reports Regarding Individual Settlement Payment Calculations.

a. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted timely and valid Claim Forms; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion; (c) any objections submitted to the Settlement along with a copy of any such objection; and (d) whether any Class Member has submitted a challenge to any information contained in his/her Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

b. Uncashed Settlement Checks. All settlement checks mailed out will expire after one hundred eighty (180) days. However, the Settlement Administrator shall distribute reminder postcards via U.S. Mail to all Settlement Class Members and/or PAGA Group Members who have yet to deposit or otherwise negotiate their settlement checks, reminding them of the deadline to do so ninety (90) days after first distributing settlement checks. The sum value of all expired checks will be tallied by the Settlement Administrator. All such uncollected funds associated with Settlement Class Members' and PAGA Group Members' checks will escheat to the State of California's Controller, to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws.

c. Certification of Completion. Within ten (10) calendar days of the completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

1 **XIV. Tax Treatment of Individual Settlement Payments.**

2 All Individual Settlement Payments will be allocated as follows: one-third (1/3) wages, one-third
3 (1/3) interest and one-third (1/3) penalties.

4 The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated
5 to non-wages will be reported on an IRS Form-1099 by the Settlement Administrator. The Gross
6 Individual Settlement Payments will be reduced by any required legal deductions for each Settlement
7 Class Member. All standard employee payroll deductions will be made for state and federal withholding
8 taxes, including any other applicable payroll deductions owed by the Settlement Class Members as a
9 result of the Wage Component, resulting in a net wage component. The Settlement Administrator will
10 issue a check and W-2 Form to each Settlement Class Member for the wage component. No
11 withholding shall be made on the penalty portions of the Gross Individual Settlement Payment. The
12 Settlement Administrator will issue a second check and IRS Form-1099 for the remaining penalty and
13 interest components. The Settlement Administrator shall be responsible for issuing the payments and
14 calculating and withholding all required state and federal taxes. The Settlement Administrator shall
15 determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of
16 this Settlement Agreement. Any disputes not resolved by the Settlement Administrator concerning the
17 administration of the Settlement will be resolved by the Court, under the laws of the State of California.
18 Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve
19 the dispute without the necessity of involving the Court.

20 **XV. Administration of Taxes by the Settlement Administrator.**

21 **a. Tax Liability.** Class Counsel, Defendant, and Defendant's Counsel make no
22 representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs
23 and Class Members are not relying on any statement, representation, or calculation by Defendant or by
24 the Settlement Administrator in this regard. Plaintiffs and Class Members understand and agree they
25 will be solely responsible for the payment of their respective share of any taxes and penalties assessed
26 on the payments described herein.

27 **b. Circular 230 Disclaimer.** EACH PARTY TO THIS SETTLEMENT AGREEMENT
28 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY

1 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
2 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
3 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
4 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
5 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
6 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
7 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10,
8 AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
9 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
10 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
11 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
12 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
13 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
14 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
15 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
16 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
17 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
18 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
19 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
20 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
21 BY THIS SETTLEMENT AGREEMENT.

22 **XVI. Release by Class Members.**

23 **a. No Prior Assignments.** The Parties and their counsel represent, covenant, and warrant
24 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
25 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
26 action or right herein released and discharged.

27 **b.**It is the desire of Plaintiffs, Class Members (except those who exclude themselves from
28 the Settlement), and Defendant to fully, finally, and forever settle, compromise, and discharge the

Released Claims and Plaintiffs' Released Claims. Upon the Final Approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, the Class Members, including Plaintiffs, shall fully release and discharge the Released Parties from any and all Released Claims and Plaintiffs' Released Claims for the entire Class Period. This release shall be binding on all Class Members, including Plaintiffs, who have not timely submitted a valid and complete Request for Exclusion, including each of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties, who shall have no further or other liability or obligation to any Class Member with respect to the Released Settlement, except as expressly provided herein.

XVII. Materiality of Terms.

a. The Court's approval of Class Representative Enhancement Payment, Attorneys' Fees and Costs, and the PAGA Fund are not material terms of this Agreement. If the Court approves only a lesser amount of these payments, then the other terms of this Agreement shall still remain in effect and the difference will remain part of the Net Settlement Amount. The Court's refusal to approve the attorneys' fees or costs award requested by Class Counsel does not give Plaintiff or Class Counsel any basis to abrogate the settlement. Any amount of an attorneys' fees and costs award requested by Class Counsel, but unapproved by the Court shall be allocated to the Net Settlement Fund.

b. The reversion of any unclaimed portion of the Net Settlement Amount above the Settlement Floor Amount to Defendant is a material term of this settlement.

c. Except as otherwise stated herein, each substantive term of this Agreement is material and has been relied upon by the Parties in entering into this Agreement. Any failure by the Court to fully and completely approve the material terms of this Settlement Agreement will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement, being nullified and voided. Upon such failure, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time

1 immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all
2 respects as if this Settlement Agreement had not been executed, except that any fees already incurred by
3 the Settlement Administrator shall be paid equally by both Parties.

4 **XVIII. Preliminary Approval Hearing.**

5 **a.** Plaintiffs will obtain a hearing before the Court to request Preliminary Approval of the
6 Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional certification of
7 the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement
8 Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. Plaintiffs shall
9 endeavor to file a Motion for Preliminary Approval with sufficient notice to allow for a hearing date
10 within sixty days of this Agreement being fully executed.

11 **b.** The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
12 Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiffs will
13 submit this Settlement Agreement and will include the proposed Notice Packet.

14 **c.** Class Counsel will be responsible for drafting all documents necessary to obtain
15 Preliminary Approval.

16 **d.** At the hearing before the Court to request Preliminary Approval, the Parties will jointly
17 appear, support the granting of the motion, and submit a proposed Order Granting Preliminary Approval
18 of the Settlement.

19 **e.** Should the Court decline to preliminarily approve material aspects of the Settlement
20 (including but not limited to the scope of release to be granted by Class Members, the Settlement Floor,
21 the reversion, or the binding effect of the Settlement on Class Members who do not submit valid and
22 timely Claim Forms or Requests for Exclusion), the Parties shall work together in good faith to address
23 any concerns raised by the Court and propose a revised Settlement for the Court's approval.

24 **XIX. Final Settlement Approval Hearing and Entry of Judgment.**

25 **a.** Upon expiration of the Response Deadline, and with the Court's permission, a Final
26 Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the
27 Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments;
28

(b) the PAGA Fund; (c) the Attorneys' Fees; (d) Costs; (e) the Class Representative Enhancement Payment; and (f) all Settlement Administration Costs.

b. The Final Approval/Settlement Fairness Hearing will be held no later than sixty (60) calendar days after the Response Deadline.

c. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Class Counsel will also be responsible for drafting the Attorneys' Fees and Costs application to be heard at the Final Approval/Settlement Fairness Hearing.

d. At the hearing before the Court to request Final Approval, the Parties will jointly appear, support the granting of the motion, and submit a proposed Final Approval Order and Judgment.

XX. Judgment and Continued Jurisdiction.

a. The Court shall retain jurisdiction under California Code of Civil Procedure section 664.6 with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

XXI. Other Provisions.

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

b. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

c. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court. If the Court requires certain non-material modifications to be made to this Settlement Agreement as a condition for granting approval, then the Parties agree that their counsel can

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

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

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

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

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

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

26 **i. Invalidity of Any Provision.** Before declaring any provision of this Settlement
27 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
28

possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

j. Waiver of Certain Appeals. Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs, Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. The waiver of appeal does not affect the Effective Date.

k. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If, after a notice of appeal, a petition for review, or a petition for certiorari, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Class Members or the reversion of any unclaimed amount above the Settlement Floor Amount), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Enhancement Payment, the PAGA Fund, or the Attorneys' Fees and Costs will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

l. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be

admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

m. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

n. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

o. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

p. Enforcement Action. If one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover

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

3 **q. Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and
4 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
5 construed more strictly against one Party than another merely by virtue of the fact that it may have been
6 prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length
7 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
8 Agreement.

9 **r. Representation by Counsel.** The Parties acknowledge that they have been represented
10 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and
11 that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed
12 in full.

13 **s. All Terms Subject to Final Court Approval.** All amounts and procedures described in
14 this Settlement Agreement herein will be subject to final Court approval.

15 **t. Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good
16 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
17 Settlement Agreement.

18 **u. Binding Agreement.** The Parties warrant that they understand and have full authority to
19 enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding
20 on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce
21 its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under
22 federal or state law. Plaintiffs, and not their respective representative(s), must personally execute this
23 Settlement Agreement.

24 **v. No Prior Assignments or Undisclosed Liens.** Plaintiffs and Class Counsel represent that
25 they have not assigned, transferred, conveyed, or otherwise disposed of any Released Claim or claim to
26 attorneys' fees and costs award to be paid under this Agreement. Plaintiffs and Class Counsel further
27 represent and warrant that there are not any liens or claims against any amount that Defendant are to
28 pay under this Agreement. Plaintiffs and Class Counsel agree to defend, to indemnify, and to hold

1 Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including
2 reasonable attorneys' fees, resulting from a breach of these representations or from any lien or
3 assignment.

4 **w. Confidential Information.** Class Counsel will destroy all confidential documents and
5 information provided by Defendant within 60 calendar days after the completion of the administration
6 of this Agreement. Class Counsel further agree that none of the information provided by Defendant
7 shall be used for any purpose other than prosecution of this Action.

8 **x. Publicity and Representations.** Neither Plaintiffs nor Class Counsel will publicize the
9 Settlement in any way prior to preliminary approval. Class Counsel represent and warrant on behalf of
10 themselves, and all other in their employ or otherwise acting on their behalf, that they: (i) do not
11 represent and have not been retained to represent any person(s) or entity(ies) who are contemplating
12 filing any claims against Defendant or any of the Released Parties, or currently intend to represent any
13 such person(s) or entity(ies) based on any alleged violation of any federal, state, or local laws; (ii) have
14 not encouraged any other person(s) or entity(ies) to bring claims against Defendant; and (iii) are not
15 aware of any other current or former employees of Defendant or attorney(s) who intends to bring
16 claims against Defendant, including, but not limited to, based on the subject matter of this Action.

17 Plaintiffs represent and warrant that they: (i) have not disclosed the existence of the Action, its
18 subject matter or the claims made therein to any other current or former employee of Defendant or
19 attorney other than their counsel of record; (ii) are unaware of, nor been informed of, any other
20 individual or entity who has or may have a claim against Defendant; (iii) are not aware of, nor been
21 informed of, any other current or former employee of Defendant or attorney who intends to bring
22 litigation against Defendant, and (iv) have not encouraged and will not encourage or provide assistance
23 to any other person or entity to assert or bring a claim against Defendant. This does not prevent
24 Plaintiffs from fulfilling their duties as class representatives.

25 Class Counsel agree that they will not identify by name or identifiable characteristics the
26 Defendant or any of its officers, directors, owners, partners, employees, agents, servants, registered
27 representatives, attorneys, insurers, successors and assigns, and any other persons acting by through,
28

under or in concert with any of them on any marketing or advertising materials, website, or other forum, mailing, communication, or service unrelated to the approval and administration of the settlement.

y. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

z. Notice. All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given upon being sent, via email, to the following individuals, provided that the recipients confirm receipt within two business days:

To Plaintiffs and the Class:

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

SHIMODA & RODRIGUEZ LAW, PC
Galen T. Shimoda (SBN 226752)
Justin P. Rodriguez (SBN 278275)
9401 East Stockton Blvd., Suite 120
Elk Grove, California 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

To Defendant:

SEYFARTH SHAW LLP
G. Daniel Newland
560 Mission Street, 31st Floor
San Francisco, CA 94105
Tel.: (415) 397-2823
Fax: (415) 397-8549
E-Mail: dNewland@seyfarth.com

Sophia S. Kwan
400 Capitol Mall, Suite 2350
Sacramento, California 95814-4428
Tel.: (916) 448-0159
Fax: (916) 558-4839
E-Mail: skwan@seyfarth.com

27. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from November 29, 2021 until the earlier of the Effective Date or the reopening of renewed discovery.

SO AGREED:

06/06/2022

Dated: June ____, 2022



Plaintiff Micheal Grebe

Dated: June ____, 2022

Plaintiff Silvia Vargas

Dated: June 9, 2022

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

COUNSEL ON FOLLOWING PAGE

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SO AGREED:

Dated: June ____, 2022

Plaintiff Micheal Grebe

Dated: June ⁸ ____, 2022

DocuSigned by:
Silvia Madrigal Vargas _____
C4D0D353AB1A45F...

Dated: June ____, 2022

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

COUNSEL ON FOLLOWING PAGE

1 **Approval As To Form And Content By Counsel:**

2
3 DATED: June 6, 2022

JUSTICE LAW CORPORATION

4
5 By: 

6 Douglas Han
7 Shunt Tatavos-Gharajeh
8 Phillip Song

9 Attorneys for Plaintiff
MICHEAL GREBE

10 DATED: June ____, 2022

SHIMODA & RODRIGUEZ LAW, PC

11 By: _____

12 Galen T. Shimoda
13 Justin P. Rodriguez

14 Attorneys for Plaintiff
SILVIA MADRIGAL VARGAS

15 DATED: June 9, 2022

SEYFARTH SHAW LLP

16
17 By: 

18 G. Daniel Newland
19 Sophia S. Kwan

20 Attorneys for Defendant
MARY ANN'S BAKING CO., INC.

Approval As To Form And Content By Counsel:

DATED: June ____, 2022

JUSTICE LAW CORPORATION

By: _____

Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song

Attorneys for Plaintiff
MICHEAL GREBE

DATED: June 7, 2022

SHIMODA & RODRIGUEZ LAW, PC

DocuSigned by:

Justin Rodriguez

E339D388FA9345F

Justin P. Rodriguez

Attorneys for Plaintiff
SILVIA MADRIGAL VARGAS

DATED: June ____, 2022

SEYFARTH SHAW LLP

By _____

G. Daniel Newland
Sophia S. Kwan

Attorneys for Defendant
MARY ANN'S BAKING CO., INC.

Exhibit 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF SACRAMENTO**

Micheal Grebe and Silvia Madrigal Vargas v. Mary Ann's Baking Co., Inc.

Case No. 34-2020-00285254

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To:	All non-exempt, hourly individuals who performed work for any amount of time for Mary Ann's Baking Co., Inc. as non-exempt, hourly employees, however titled, in California at any time from April 6, 2016 through February 28, 2022, inclusive.
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**PLEASE READ THIS NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED.**

**YOU MAY BE ENTITLED TO RECEIVE MONEY
FROM THIS PROPOSED SETTLEMENT.**

**YOU NEED TO TAKE ACTION TO RECEIVE A SETTLEMENT PAYMENT, AS
DESCRIBED BELOW.**

The Court Approved This Notice. This is not a solicitation from an attorney.

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.

WHY DID I GET THIS NOTICE?

You have received this Notice because you have been identified as a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the class action lawsuit titled *Micheal Grebe and Silvia Madrigal Vargas v. Mary Ann's Baking Co., Inc.* (the "Lawsuit"). This Notice is being sent to you as ordered by the Sacramento County Superior Court, which preliminarily approved the settlement and conditionally certified the class on [date]. This Notice informs you about the terms of the proposed settlement, describes your rights in connection with the settlement, and explains what steps you may take to receive settlement money, and object to, or exclude yourself from, part of the settlement. If you do not make a claim for settlement money or exclude yourself from the settlement, and the settlement receives final approval from the Court, you will be bound by all of the terms of the settlement and any final judgment.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit, which was filed on September 14, 2020, alleges that class members were not properly compensated. The Lawsuit alleges the following claims: (1) failure to pay all wages owed, including minimum wages and overtime pay and sick leave; (2) failure to provide meal periods and/or to pay premiums for missed meal periods; (3) failure to authorize and permit rest periods and/or to pay premiums for failing to provide rest breaks; (4) failure to pay all wages due during employment and upon termination or resignation; (5) failure to provide legally-compliant wage statements; (6) failure to reimburse for business expenses; (7) unfair business practices, (8) civil penalties under the Private Attorneys General Act ("PAGA"); and (9) all damages, relief, penalties, interest and other amounts recoverable under those causes of action under California law, including but not limited to the California Labor Code, IWC Wage Order 7-2001, and the California Unfair Competition Law, as to the facts alleged, or could have been alleged, in the Lawsuit.

Defendant Mary Ann's Baking Co., Inc. denies each and all of the claims and contentions alleged by Plaintiffs, and the Court has not made any rulings regarding the merits of the case. After engaging in extensive investigation and an all-day mediation before an experienced mediator, Plaintiffs and Defendant agreed on a class settlement that was preliminarily approved by the Court on [date]. Plaintiffs and Class Counsel support the settlement.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Micheal Grebe and Silvia Vargas are the Class Representatives (also called Plaintiffs or Named Plaintiffs) in the Lawsuit, and they assert claims on behalf of themselves and the class. Mary Ann's Baking Co., Inc. ("MABCO") is the Defendant. A class action allows the Court to resolve the claims of all of the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit

on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all of the class members who choose not to exclude themselves from the class. The Court here has preliminarily certified this case as a class for settlement purposes only; the Court has not made any decision or expressed any opinion as to whether this case may proceed as a class action outside of the context of this proposed settlement.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All non-exempt, hourly individuals who performed work for any amount of time for MABCO as non-exempt, hourly employees, however titled, in California at any time from April 6, 2016 through February 28, 2022, inclusive (the “Class Period”).

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

The sum of no more than a Gross Fund Value of \$600,000.00 will be paid by Defendant in full satisfaction of all claims arising from the Action on a reversionary, claims-made basis. Additionally, Defendant will be obligated to pay and will pay the employer’s share of all payroll taxes due in connection with the portion of the settlement that constitutes wages. After attorneys’ fees and costs, a service award to the Plaintiffs, a payment to the California Labor and Workforce Development Agency, and settlement administration costs are deducted from the Gross Fund Value, the entire remaining “Net Settlement Amount” (“NSA”) will be distributed on a pro rata basis to all Class Members who submit a timely and valid Claim Form. Each Class Member who submits a timely and valid Claim Form will be entitled to an Individual Settlement Payment consisting of their share of the Net Settlement Amount. If the amount of the Individual Settlement Payments claimed is less than forty percent (40%) of the NSA, then Defendant will be obligated to pay only the Settlement Floor Amount, which will equal 40% of the NSA. (Please note: as provided below, Class Members may not opt out of the settlement of the “PAGA” claims, i.e., the PAGA portion of the settlement.)

Subject to Court approval, the Gross Fund Value will be allocated as follows:

- Individual Settlement Payments: Each Class Member who submits a timely and valid Claim Form (“Settlement Class Member”) shall be entitled to an Individual Settlement Payment, to be calculated by dividing the number of workweeks worked by the Individual Settlement Class Member by all workweeks worked by the Class during the Class Period, multiplied by the Net Settlement Amount (i.e., (number of individual workweeks worked / total workweeks worked by the Class) x Net Settlement Amount). Information on how to dispute your workweeks worked can be found below.
- Class Representative Enhancement Payment: Micheal Grebe and Silvia Vargas, the Named Plaintiffs, will request from the Court an award of \$10,000 each in recognition of their efforts and risks in assisting with the prosecution of the Lawsuit and in return for executing a General Release of Defendant. Defendant does not object to this requested service award. This amount will be paid from the Gross Fund Value, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- **Class Counsel Award:** Class Counsel will request that the Court approve attorneys' fees not to exceed 35 percent (35%) of the Gross Fund Value, for the litigation and resolution of this Lawsuit plus actual costs and expenses not expected to exceed \$ 18,500. Defendant does not object to the requested fees and costs. This amount will be paid from the Gross Fund Value, and any amount not approved by the Court will revert to the Net Settlement Amount for distribution.
- **PAGA Fund:** \$20,000 from the Gross Fund Value is allocated for payment under the Private Attorneys General Act of 2004. 75% of the allocation (\$15,000) will be paid to the California Labor and Workforce Development Agency as required by law; and 25% (\$5,000) of the allocation will be distributed as part of the Net Settlement Amount.
- **Settlement Administration:** The cost of settlement administration is approximately \$10,500, which pays for such tasks as mailing and tracking of this Notice, mailing checks and tax forms, and reporting to the parties and the Court. This payment will be made to Simpluris, which is serving as the Settlement Administrator in this case. This amount will be paid from the Gross Fund Value, and any amount not approved by the Court will revert to the Net Settlement Amount for distribution.
- Any checks issued to Settlement Class Members shall remain valid and negotiable for 180 days from the date on which they are issued. After that time, all funds represented by uncashed checks shall be distributed according to section 384(a)(3) of the California Code of Civil Procedure, as determined by the Court at final approval.

The validity and enforceability of the Settlement, including the Class Members' release of claims, are not contingent on a minimum number of valid and timely Claims Forms submitted by Class Members. Class Members who do not submit a Claim Form will still be subject to this settlement and will still release their claims. Class Members who do not opt out will be deemed to have released certain claims against the Defendant and its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them ("Released Parties"). The Released Claims include any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal or state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal law (including but not limited to the Families First Coronavirus Response Act), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the Fair Labor Standard Act, 29 U.S.C. section 201 et seq. that occurred during the Class Period. This Release shall include all claims and theories arising under the California Labor Code,

wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 et seq., 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 as well as claims under Business and Professions Code section 17200 et seq., and/or Labor Code Sections 2698 et seq. based on alleged violations of the above Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201 et seq, and 29 C.F.R. § 826.150, as alleged in the Action. The release of claims shall include a Civil Code Section 1542 release as to the released claims only. The release shall expressly exclude all other claims, including claims for vested benefits under ERISA or Taft-Hartley plans, wrongful termination, unemployment insurance, disability insurance, Social Security, workers' compensation, and class claims outside of the class period ("Released Claims"). Class Members may not opt out of the settlement as it relates to the PAGA claims and the release of the PAGA claims. Defendant also will get a release of FLSA claims, but only with respect to those Class Members submit a timely and valid Claim Form. This release shall apply to claims arising at any point up through February 28, 2022.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You must complete the accompanying Claim Form and submit it to Simpluris. You will then receive a settlement payment if the settlement receives final approval and you do not take affirmative steps to exclude yourself from or "opt out" of the settlement, as explained below. **If you move, please contact the Settlement Administrator to update your address.** Your settlement payment will be mailed to the most recent address on file with the Settlement Administrator. It is your responsibility to inform the Settlement Administrator of your updated information. The Settlement Administrator may be contacted by mail, email or telephone:

Grebe and Vargas v. Mary Ann's Baking Co., Inc.

c/o _____

[Insert Mailing Address]

[Insert Telephone Number]

Insert Email Address]

HOW DO I DISPUTE MY WORKWEEKS?

Your claim is based upon your total number of workweeks worked between April 6, 2016 and February 28, 2022. **MABCO's records show that you worked [REDACTED] workweeks during the Class Period. Based on this information, your estimated gross settlement payment will be \$ [REDACTED]. The actual amount of your payment may be higher or lower.**

ONLY if you disagree with MABCO's calculation of your workweeks, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs or time records. The decision of the Settlement Administrator will be final.

Disputes must be mailed to the address below and must be postmarked no later than **[insert same date as the claims form, objection, and opt-out deadline]**:

Grebe and Vargas v. MABCO
c/o _____
[Insert Mailing Address]
[Insert Telephone Number]

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

With the exception of the settlement of the PAGA claims, you have the right to request exclusion from the settlement, i.e., to request exclusion from the class (non-PAGA) portion of the settlement (the "class settlement"). To do so, you must submit a written request to opt-out of the class settlement to the Settlement Administrator at the following address:

Grebe and Vargas v. MABCO
c/o _____
[Insert Mailing Address]
[Insert Telephone Number]

To be valid, a written request for exclusion from the class settlement must: (1) state the case name; (2) make the following statements, or a similar statement: **"I wish to opt out of the class settlement of the class action lawsuit titled *Michael Grebe and Silvia Vargas v. Mary Ann's Baking Co., Inc.* I understand that, if I opt out of the class settlement, I will receive no money from the class settlement described in this Notice."**; (3) contain the name, address and telephone number and the last four digits of the Social Security number of the person asking to opt-out; (4) be signed by the Class Member; and (5) be mailed to the Settlement Administrator at the address above and postmarked by **[date]**. Unless you timely opt out of the class settlement, you will be bound by the judgment upon final approval of the settlement, including the Release described in this Notice.

If you timely opt out of the class settlement, you will not be entitled to receive any payment under the class settlement. Class Counsel will not represent your interests if you opt out. **CLASS MEMBERS MAY NOT OPT OUT OF THE SETTLEMENT OF THE PAGA CLAIMS. EVEN IF YOU OPT OUT OF THE CLASS SETTLEMENT, YOU WILL RECEIVE A PAYMENT FOR THE RELEASE OF THE PAGA CLAIMS AND ALL PAGA CLAIMS COVERED BY THE RELEASE WILL BE EXTINGUISHED BY OPERATION OF LAW.**

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member *who has not asked to opt out of the class settlement* may object to the settlement. Keep in mind that objecting is not the same as asking to opt out. Submitting an objection will *not* exclude you from the Class; rather, you must remain in the class to object. *If your objection is overruled, you still will be bound by the settlement.*

If you wish to object to the settlement, you may submit your written Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed attorneys' fees,

the Class Representative Enhancement Payment, or the Settlement Administrator's payment. A written Objection must be signed by you and include: (1) the case name, (2) your full name and most current address, and (3) the last four digits of your Social Security number. The written Objection must be mailed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than [date]. Late Objections may not be considered.

If you wish, you also may appear at the Final Approval Hearing set for [date], 2022, at [time] in Dept. [] of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Class Members who do not ask to opt out of the class settlement, whether or not they submit a Claim Form and whether or not they timely cash their individual settlement payments. Final approval of the class settlement will bar any Class Member who does not opt out of the settlement from initiating a lawsuit or other proceeding regarding a claim originating during the Release Period (*i.e.*, from April 6, 2016 through February 28, 2022, inclusive) that was alleged or that could have been alleged in the operative complaint. Final approval of the settlement also will bar all Class Members from initiating a PAGA action or proceeding regarding a PAGA claim originating during the Release Period that was alleged or that could have been alleged based on the facts alleged in the operative complaint. The Settlement Agreement contains additional details about the scope of the release.

IS ANYONE REPRESENTING ME REGARDING THIS SETTLEMENT?

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiffs and the Settlement Class Members are represented by:

JUSTICE LAW CORPORATION
Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

SHIMODA & RODRIGUEZ LAW, P.C.
Galen T. Shimoda
Justin P. Rodriguez
9401 East Stockton Blvd., Suite 120
Elk Grove, California 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Class Members will not be charged separately for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Stipulation and Settlement of Class, Collective, and Representative Action (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may contact Class Counsel or the Settlement Administrator for copies of case documents.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [REDACTED].

PLEASE DO NOT TELEPHONE OR CONTACT DEFENDANTS, DEFENSE COUNSEL, THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS REGARDING THE SETTLEMENT

If you have any questions about the settlement, you can contact Class Counsel:

CLASS COUNSEL

JUSTICE LAW CORPORATION

Douglas Han

Shunt Tatavos-Gharajeh

Phillip Song

751 N. Fair Oaks Avenue, Suite 101

Pasadena, California 91103

Telephone: (818) 230-7502

Facsimile: (818) 230-7259

SHIMODA & RODRIGUEZ LAW, P.C.

Galen T. Shimoda

Justin P. Rodriguez

9401 East Stockton Blvd., Suite 120

Elk Grove, California 95624

Telephone: (916) 525-0716

Facsimile: (916) 760-3733

<<XXX ID>>

CLAIM FORM/FLSA CONSENT FORM AND CLASS MEMBER RELEASE

TO RECEIVE SETTLEMENT MONEY YOU MUST SIGN, DATE, AND TIMELY SEND PAGES 1 & 2 OF THIS COMPLETED CLAIM FORM AND CLASS MEMBER RELEASE TO:

Grebe & Vargas v. Mary Ann's Baking Co. Settlement Administrator
c/o [Claims Administrator]

CLAIMANT INFORMATION

XXX ID: «ID»
FULL NAME: <<Name>>
ADDRESS: <<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>
<<IMBBarcode>>

SSN: Last 4 SSN (Please provide complete Social Security Number on Page 2 if not listed.)

Your share of the Settlement is based on your total number of workweeks as a non-exempt employee of Mary Ann's Baking Co., Inc. from April 6, 2016 through February 28, 2022. (the "Class Period"). Mary Ann's Baking Co., Inc.'s records show that, within that period, you worked the following number of workweeks: <<totalworkweeks>>. Based on this information, your estimated share of the Settlement is <<estAmount>>. Your actual final share may vary from this amount depending on the number of timely and valid claims submitted by Class Members. A check for your share of the Settlement will be mailed to you only if you complete and timely return this Claim Form/FLSA Consent Form and Class Member Release, it is determined to be valid, and the Court grants final approval of the Settlement. If you do not submit this Claim Form, you will still be subject to this settlement and will still release your claims. If you do not wish to participate in the Settlement you may opt out of the settlement by timely submitting a request for exclusion from the Settlement to the Settlement Administrator, as explained in the attached Class Notice.

If the information listed above is correct, and you wish to receive a settlement award, you must sign and date this form below, and timely send it to the address noted above. To be timely, this form must be postmarked on or before XXX. (If you wish to have a confirmation that the Settlement Administrator received your Claim Form, send via Certified U.S. mail, with a return receipt requested.)

If your address is incorrectly identified above, you must complete the "Change of Address" form on Page 2 of this Claim Form.

CLASS MEMBER RELEASE

I would like to receive my share of settlement funds.

I agree that if approved by the Court, the proposed Settlement will be binding on me and the members of the class and will bar me and any Class Member who does not timely opt out of the Settlement from bringing any claims against Mary Ann's Baking Co., Inc. (including its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them-- collectively, the "Released Parties") from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all

<<XXX ID>>

duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal law (including but not limited to the Families First Coronavirus Response Act), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the Fair Labor Standard Act, 29 U.S.C. section 201 *et seq.* that occurred during the Class Period. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 *et seq.*, 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor Code Sections 2698 *et seq.* based on alleged violations of the above Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201 *et seq.*, and 29 C.F.R. § 826.150, as alleged in the Action. .

I have reviewed the Class Notice and this Claim Form/FLSA Consent Form, and I consent to join in this action and have the named Plaintiffs and their counsel represent me in this lawsuit.

I understand and agree that after receiving my timely signed and dated Claim Form/FLSA Consent Form, and following Court approval of this class settlement, the Settlement Administrator will mail a check to me for my share of the Settlement. This check will be in full settlement of the Released Claims, as set forth above. I further understand and agree that, regardless of whether or not I cash the check issued to me, the Settlement will be binding on me.

IF YOU DO NOT CASH YOUR CHECK WITHIN ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE POSTMARK DATE OF THE MAILING OF THE SETTLEMENT CHECK TO YOU, YOUR CHECK WILL BE VOID ALL AMOUNTS REMAINING FROM VOIDED AND UNCASHED CHECKS SHALL BE SENT TO THE STATE OF CALIFORNIA UNCLAIMED PROPERTY FUND AND SHALL BE AVAILABLE TO BE CLAIMED FROM THE CALIFORNIA STATE CONTROLLER'S OFFICE. WHETHER OR NOT YOU CASH YOUR CHECK, YOU WILL BE DEEMED TO HAVE WAIVED IRREVOCABLY ANY RIGHT OR CLAIM TO YOUR SETTLEMENT SHARE.

I agree that the information show on this Claim Form/FLSA Consent Form is true and correct to the best of my knowledge, and I hereby expressly agree to opt-in to the Settlement.

Date

Signature

If you signed and dated immediately above, and have no change of address or corrections to your total number of workweeks, do NOT complete below.

**CHANGE OF ADDRESS:
ONLY FILL OUT THIS FORM IF YOUR ADDRESS IS
NOT LISTED CORRECTLY ON PAGE ONE
PLEASE PRINT CLEARLY**

If you have any address correction, please note it in the space provided below and return this with your Claim Form to the Settlement Administrator, at the address noted on page 1. If making corrections, please also enter your daytime telephone number and Social Security number in the spaces below.

SSN: _____

FULL NAME: _____

NEW ADDRESS: _____

DAYTIME TELEPHONE NUMBER: _____

<<XXX ID>>

I declare that the information provided by me is true and correct to the best of my knowledge.

Date

Signature

Exhibit B

FILED
Superior Court Of California,
Sacramento
05/12/2022
nzeyaad
By _____, Deputy
Case Number:
34-2020-00285254

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
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Attorneys for Plaintiff Silvia Madrigal Vargas

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

MICHAEL GREBE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

MARY ANN'S BAKING CO., INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 34-2020-00285254-CU-OE-GDS

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code



§ 226(a) (Non-Compliant Wage Statements);

(7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);

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

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

Business Expenses);

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

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

1 COMES NOW, Plaintiffs MICHAEL GREBE and SILVIA MADRIGAL VARGAS
2 ("Plaintiffs" "Plaintiff Grebe," and "Plaintiff Vargas"), individually, and on behalf of other
3 members of the general public similarly situated, and allege as follows:

4 **JURISDICTION AND VENUE**

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

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

12 3. This Court has jurisdiction over Defendants because, upon information and
13 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
14 or otherwise intentionally avail themselves of the California market so as to render the exercise
15 of jurisdiction over them by the California courts consistent with traditional notions of fair play
16 and substantial justice.

17 4. Venue is proper in this Court because, upon information and belief, Defendants
18 maintain offices, have agents, and/or transact business in the State of California, including the
19 County of Sacramento. The majority of the acts and omissions alleged herein relating to
20 Plaintiffs took place in the State of California. Defendants employed Plaintiffs within the State
21 of California, County of Sacramento.

22 **PARTIES**

23 5. Plaintiff Grebe is an individual residing in the State of California, County of
24 Sacramento.

25 6. Plaintiff Vargas is an individual residing in the State of California, County of
26 Sacramento.

27 ///

1 7. Defendant MARY ANN'S BAKING CO., INC., at all times herein mentioned,
2 was and is, upon information and belief, a California corporation, and at all times herein
3 mentioned, was and is, an employer whose employees are engaged throughout the State of
4 California, including the County of Sacramento.

5 8. At all relevant times, Defendant MARY ANN'S BAKING CO., INC. was the
6 "employer" of Plaintiffs within the meaning of all applicable California laws and statutes.

7 9. At all times herein relevant, Defendants MARY ANN'S BAKING CO., INC.
8 and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
9 employers, representatives, servants, employees, successors-in-interest, co-conspirators and
10 assigns, each of the other, and at all times relevant hereto were acting within the course and
11 scope of their authority as such agents, partners, joint venturers, joint employers,
12 representatives, servants, employees, successors, co-conspirators and assigns, and all acts or
13 omissions alleged herein were duly committed with the ratification, knowledge, permission,
14 encouragement, authorization, and consent of each defendant designated herein.

15 10. The true names and capacities, whether corporate, associate, individual or
16 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sue
17 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that
18 information and belief allege, that each of the Defendants designated as a DOE is legally
19 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
20 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
21 Plaintiffs will seek leave of court to amend this Complaint to show the true names and
22 capacities when the same have been ascertained.

23 11. Defendants MARY ANN'S BAKING CO., INC., and DOES 1 through 100 will
24 hereinafter collectively be referred to as "Defendants."

25 12. Plaintiffs further allege that Defendants directly or indirectly controlled or
26 affected the working conditions, wages, working hours, and conditions of employment of
27 Plaintiffs and the other class members so as to make each of said Defendants employers and
28

employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seek class certification under Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All non-exempt, hourly individuals who performed work for any amount of time for Defendants as non-exempt, hourly employees, however titled, in California at any time from April 6, 2016 through February 28, 2022.

15. Plaintiffs reserve the right to establish subclasses as appropriate.

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

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time. However, the class is estimated to be greater than four hundred (400) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs' claims are typical of all other class members' claims as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing

1 class action discovery, certification, and settlement. Plaintiffs have
2 incurred, and during the pendency of this action will continue to incur,
3 costs and attorneys' fees, that have been, are, and will be necessarily
4 expended for the prosecution of this action for the substantial benefit of
5 each class member.

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

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

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

- 19 a. Whether Defendants' failure to pay wages, without abatement or
20 reduction, in accordance with the Labor Code, was willful;
21 b. Whether Defendants failed to pay their hourly-paid or non-exempt
22 employees within the State of California for all hours worked, missed
23 meal periods and rest breaks in violation of California law;
24 c. Whether Defendants required Plaintiffs and the other class members to
25 work over eight (8) hours per day and/or over forty (40) hours per week
26 and failed to pay the legally required overtime compensation to Plaintiffs
27 and the other class members;
28

- 1 d. Whether Defendants properly calculated the regular rates of pay for
2 Plaintiffs and the other class members who worked overtime and earned
3 bonuses and incentive pay;
- 4 e. Whether Defendants properly calculated and paid sick leave pursuant to
5 the methods outlined in the Labor Code section 245 et seq.;
- 6 f. Whether Defendants failed to provide legally mandated emergency sick
7 leave under Families First Coronavirus Response Act: Emergency Paid
8 Sick Leave Act;
- 9 g. Whether Defendants deprived Plaintiffs and the other class members of
10 meal and/or rest periods or required Plaintiffs and the other class
11 members to work during meal and/or rest periods without compensation;
- 12 h. Whether Defendants failed to pay minimum wages to Plaintiffs and the
13 other class members for all hours worked;
- 14 i. Whether Defendants failed to pay all wages due to Plaintiffs and the
15 other class members within the required time upon their discharge or
16 resignation;
- 17 j. Whether Defendants failed to timely pay all wages due to Plaintiffs and
18 the other class members during their employment;
- 19 k. Whether Defendants complied with wage reporting as required by the
20 Labor Code, including, *inter alia*, section 226;
- 21 l. Whether Defendants failed to reimburse class members for necessary
22 business-related expenses and costs;
- 23 m. Whether Defendants' conduct was willful or reckless;
- 24 n. Whether Defendants engaged in unfair business practices in violation of
25 Business & Professions Code section 17200, *et seq.*;
- 26 o. The appropriate amount of damages, restitution, and/or monetary
27 penalties resulting from Defendants' violation of California law; and
28

1 p. Whether Plaintiffs and the other class members are entitled to
2 compensatory damages pursuant to the Labor Code.

3 **GENERAL ALLEGATIONS**

4 18. During the relevant time period set forth herein, Defendants employed Plaintiffs
5 and other persons as hourly-paid or non-exempt employees within the State of California.

6 19. Defendants, jointly and severally, employed Plaintiff Grebe as an hourly-paid,
7 non-exempt employee from approximately July of 2019 to October of 2019 in the State of
8 California, County of Sacramento.

9 20. Defendants, jointly and severally, employed Plaintiff Vargas as an hourly-paid,
10 non-exempt employee from approximately 2011 to September of 2020 in the State of
11 California, County of Sacramento.

12 21. Defendants had the authority to hire and terminate Plaintiffs and the other class
13 members; to set work rules and conditions governing Plaintiffs' and other class members'
14 employment; and to supervise their daily employment activities.

15 22. Defendants exercised sufficient authority over the terms and conditions of
16 Plaintiffs and other class members' employment for them to be joint employers of Plaintiffs
17 and the other class members.

18 23. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
19 class members.

20 24. Defendants continue to employ hourly-paid or non-exempt employees within the
21 State of California.

22 25. Plaintiffs and the other class members worked over eight (8) hours in a day,
23 and/or forty (40) hours in a week during their employment with Defendants.

24 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants
25 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
26 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing
27 to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of
28

1 California law.

2 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 knew or should have known that Plaintiffs and the other class members were entitled to receive
4 certain wages for overtime compensation and that Plaintiffs and the other class members were
5 not receiving wages for overtime compensation.

6 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants
7 knew or should have known that Plaintiffs and other class members were receiving bonuses
8 and incentive pay that were non-discretionary in nature and that Defendants failed to factor
9 these non-discretionary bonuses and incentive pay into Plaintiffs' and other class members'
10 regular rates of pay for overtime compensation purposes.

11 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and other class members were receiving sick leave
13 pay and that Plaintiffs' and other class members' sick leave pay were not calculated using the
14 methods outlined in the Labor Code.

15 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 denied them and similarly situated employees minimum wages/emergency sick leave pay by
17 refusing to comply with the Families First Coronavirus Response Act: Emergency Paid Sick
18 Leave Act ("EPSLA"). In situations where Defendant's employees, like Plaintiffs, were
19 ordered by their doctor to quarantine after being exposed to Covid-19, or contracted the Covid-
20 19 virus, they were denied federally authorized paid leave in compliance with EPSLA.

21 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 failed to provide Plaintiffs and the other class members the required rest and meal periods
23 during the relevant time period as required under the Industrial Welfare Commission Wage
24 Orders and thus they are entitled to any and all applicable penalties.

25 32. Plaintiffs is informed and believe, and based thereon allege, that Defendants
26 knew or should have known that Plaintiffs and the other class members were entitled to receive
27 all timely and complete meal periods or payment of one additional hour of pay at Plaintiffs'
28

1 and the other class members' regular rate of pay when a meal period was missed, late or
2 interrupted, and that Plaintiffs and the other class members did not receive all timely and
3 proper meal periods or payment of one additional hour of pay at their regular rate of pay when
4 a meal period was missed, late, or interrupted.

5 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and other class members were entitled to receive all
7 timely rest periods without interruption or payment of one additional hour of pay at Plaintiffs'
8 and the other class members' regular rate of pay when a rest period was missed, late or
9 interrupted, and that Plaintiffs and the other class members did not receive all rest periods or
10 payment of one additional hour of pay at their regular rate of pay when a rest period was
11 missed, late, or interrupted.

12 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 knew or should have known that Plaintiffs and the other class members were entitled to receive
14 at least minimum wages for compensation and that Plaintiffs and the other class members were
15 not receiving at least minimum wages for all hours worked.

16 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 knew or should have known that Plaintiffs and the other class members were entitled to receive
18 the wages owed to them upon discharge or resignation, including overtime and minimum
19 wages and meal and rest period premiums, and that Plaintiffs and the other class members did
20 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

21 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 knew or should have known that Plaintiffs and the other class members were entitled to receive
23 complete and accurate wage statements in accordance with California law, but, in fact,
24 Plaintiffs and the other class members did not receive complete and accurate wage statements
25 from Defendants. The deficiencies included, *inter alia*, the failure to include the total number
26 of hours worked, gross wages earned, and net wages earned.

27 ///

1 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members were entitled to
3 reimbursement for necessary business-related expenses and that Plaintiffs and other class
4 members were not reimbursed for incurring business-related expenses.

5 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Defendants had to keep complete and accurate payroll records
7 for Plaintiffs and the other class members in accordance with California law, but, in fact, did
8 not keep complete and accurate payroll records for Plaintiffs and the other class members.

9 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
10 knew or should have known that they had a duty to compensate Plaintiffs and the other class
11 members pursuant to California law, and that Defendants had the financial ability to pay such
12 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
13 represented to Plaintiffs and the other class members that they were properly denied wages, all
14 to increase Defendants' profits.

15 40. During the relevant time period set forth herein, Defendants failed to pay
16 overtime wages to Plaintiffs and the other class members for all hours worked. Plaintiffs and
17 other class members were required to work more than eight (8) hours per day and/or forty (40)
18 hours per week without overtime compensation. For instance, on days when Plaintiffs and
19 other class members worked over eight (8) hours, Defendants would move the overtime hours
20 from that day to a separate day of the week where the employee either did not work or worked
21 less than eight (8) hours, thereby allowing Defendants to avoid paying overtime wages.

22 41. During the relevant time period set forth herein, Defendants failed to factor non-
23 discretionary bonuses and incentive pay into Plaintiffs' and other class members' regular rates
24 of pay for overtime compensation purposes.

25 42. During the relevant time period set forth herein, Defendants failed to calculate
26 and pay sick leave pursuant to the methods outlined in the Labor Code.

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1 43. During the relevant time period set forth herein, Defendants failed to provide the
2 requisite uninterrupted and timely meal and rest periods to Plaintiffs and the other class
3 members.

4 44. During the relevant time period set forth herein, Defendants failed to pay
5 Plaintiffs and the other class members at least minimum wages for all hours worked. This
6 failure to pay minimum wages for all hours worked includes Plaintiffs and other class members
7 being forced to work through their meal and rest breaks and working additional hours off-the-
8 clock pre-shift and post-shift.

9 45. During the relevant time period set forth herein, Defendants failed to reimburse
10 Plaintiffs and other class members for incurring business-related expenses (*i.e.*, personal cell
11 phone usage for work-related reasons).

12 46. During the relevant time period set forth herein, Defendants failed to pay
13 Plaintiffs and the other class members the wages owed to them upon discharge or resignation.

14 47. During the relevant time period set forth herein, Defendants failed to provide
15 complete or accurate wage statements to Plaintiffs and the other class members.

16 48. During the relevant time period set forth herein, Defendants failed to keep
17 complete or accurate payroll records for Plaintiffs and the other class members.

18 49. During the relevant time period set forth herein, Defendants failed to properly
19 compensate Plaintiffs and the other class members pursuant to California law to increase
20 Defendants' profits.

21 Plaintiffs and similarly situated employees were not paid all wages owed, including
22 minimum and overtime wages, meal and rest period premiums, paid sick leave, reimbursement
23 for business expenses, and emergency sick wages pursuant to EPSLA¹ during their employment
24 or any time thereafter.

25 ¹ Pursuant to federal law, violations of EPSLA constitute a violation of Section 6 of the Fair Labor Standard Act
26 ("FLSA"), 29 U.S.C. § 206. See 29 C.F.R. 826.150(b)(1). Violations of the FLSA, serve as a proper basis for a
27 claim under Business & Professions Code section 17200 et seq, under California law and is not preempted by
28 federal class action rules. See *Harris v. Investor's Bus. Daily, Inc.*, 138 Cal.App.4th 28, 36 (2006).

50. Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

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

(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)

51. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 50, and each and every part thereof with the same force and effect as though fully set forth herein.

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

53. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, who work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

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

55. Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

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1 56. During the relevant time period set forth herein, Plaintiffs and the other class
2 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
3 week. Plaintiffs and other class members were not exempt from overtime protections
4 employees under the Wage Orders and Labor Code.

5 57. During the relevant time period set forth herein, Defendants intentionally and
6 willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

7 58. Defendants' failure to pay Plaintiffs and the other class members the unpaid
8 balance of overtime compensation, as required by California laws, violates the provisions of
9 Labor Code sections 510 and 1198, and is, therefore, unlawful.

10 59. Pursuant to Labor Code section 1194, Plaintiffs and the other class members are
11 entitled to recover unpaid overtime compensation, interest, costs, and attorneys' fees.

12 **SECOND CAUSE OF ACTION**

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

14 **(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)**

15 60. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
16 through 59, and each and every part thereof with the same force and effect as though fully set
17 forth herein.

18 61. During the relevant time period set forth herein, the IWC Order and Labor Code
19 sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members'
20 employment by Defendants.

21 62. During the relevant time period set forth herein, Labor Code section 226.7
22 provides that no employer shall require an employee to work during any meal or rest period
23 mandated by an applicable order of the IWC.

24 63. During the relevant time period set forth herein, the applicable IWC Wage
25 Order and Labor Code section 512(a) provide that an employer may not require, cause or
26 permit an employee to work for a work period of more than five (5) hours per day without
27 providing the employee with a meal period of not less than thirty (30) minutes, except that if
28

1 the total work period per day of the employee is no more than six (6) hours, the meal period
2 may be waived by mutual consent of both the employer and employee.

3 64. During the relevant time period set forth herein, the applicable IWC Wage
4 Order and Labor Code section 512(a) further provide that an employer may not require, cause,
5 or permit an employee to work for a work period of more than ten (10) hours per day without
6 providing the employee with a second uninterrupted meal period of not less than thirty (30)
7 minutes, except that if the total hours worked is no more than twelve (12) hours, the second
8 meal period may be waived by mutual consent of the employer and the employee only if the
9 first meal period was not waived.

10 65. During the relevant time period set forth herein, Plaintiffs and the other class
11 members who were scheduled to work for a period of time no longer than six (6) hours, and
12 who did not waive their legally-mandated meal periods by mutual consent, were required to
13 work for periods longer than five (5) hours without an uninterrupted meal period of not less
14 than thirty (30) minutes and/or without a rest period.

15 66. During the relevant time period set forth herein, Plaintiffs and the other class
16 members who were scheduled to work for a period of time no longer than twelve (12) hours,
17 and who did not waive their legally-mandated meal periods by mutual consent, were required
18 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less
19 than thirty (30) minutes and/or without a rest period.

20 67. During the relevant time period set forth herein, Plaintiffs and the other class
21 members who were scheduled to work for a period of time in excess of six (6) hours were
22 required to work for periods longer than five (5) hours without an uninterrupted meal period of
23 not less than thirty (30) minutes and/or without a rest period.

24 68. During the relevant time period set forth herein, Plaintiffs and the other class
25 members who were scheduled to work for a period of time in excess of twelve (12) hours were
26 required to work for periods longer than ten (10) hours without an uninterrupted meal period of
27 not less than thirty (30) minutes and/or without a rest period.
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69. During the relevant time period set forth herein, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the meal period premium for work performed during meal periods.

70. During the relevant time period set forth herein, Defendants failed to pay Plaintiffs and the other class members the meal period premium due pursuant to Labor Code section 226.7.

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

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

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)

73. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 72, and each and every part thereof with the same force and effect as though fully set forth herein.

74. During the relevant time period set forth herein, the applicable IWC Wage Order and Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

75. During the relevant time period set forth herein, Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the IWC.

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/ / /

83. During the relevant time period set forth herein, Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

84. During the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiffs and the other class members as required, pursuant to Labor Code sections 1194 and 1197.

85. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiffs and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

86. Pursuant to Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

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

(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)

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

88. Labor Code section 201 provides that an employer must pay an employee who is terminated all unpaid wages immediately upon termination.

89. Labor Code section 202 provides that an employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation.

90. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving

1 Defendants' employment. These unpaid wages included minimum and overtime wages, meal
2 and rest period premiums, and sick leave pay.

3 91. Defendants' failure to pay Plaintiffs and the other class members who are no
4 longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours
5 of their leaving Defendants' employment, is in violation of Labor Code sections 201 and 202.

6 92. Labor Code section 203 provides that if an employer willfully fails to pay wages
7 owed, in accordance with sections 201 and 202, then the wages of the employee shall continue
8 as a penalty from the due date thereof at the same rate until paid or until an action is
9 commenced. However, the unpaid wages shall not continue for more than thirty (30) days.

10 93. Defendants knew of their obligation to pay Plaintiffs and other class members
11 their final wages when their employment terminated. Defendants had knowledge that Plaintiffs
12 and other class members were not paid for all regular and overtime hours, as they authorized
13 the practices and policies denying these wages. Such conduct shows Defendants had
14 knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused
15 to pay the remaining wages owed.

16 94. Plaintiffs and the other class members are entitled to recover from Defendants
17 the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum
18 as provided by Labor Code section 203.

19 **SIXTH CAUSE OF ACTION**

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

21 **(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)**

22 95. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
23 through 94, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

25 96. During the relevant time period set forth herein, Labor Code section 226(a)
26 provides that every employer shall furnish each of his or her employees an accurate itemized
27 statement in writing showing: (a) gross wages earned; (b) total hours worked by the employee;
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(c) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (d) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (e) net wages earned; (f) the inclusive dates of the period for which the employee is paid; (g) the name of the employee and his or her social security number; (h) the name and address of the legal entity that is the employer; and (i) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

97. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include but are not limited to: the failure to include the total number of hours worked by Plaintiffs and other class members, the gross wages earned by Plaintiffs and other class members, and the net wages earned by Plaintiffs and other class members. Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime, and double time hours worked along with the corresponding rates of pay, and gross and net wages earned. The paystubs did not accurately itemize Plaintiffs' and other class members' total hours worked due to Defendants failing to pay minimum and overtime wages

98. As a result of Defendants' violation of Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily protected rights.

99. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to Labor Code section 226(a).

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1 100. Plaintiffs and the other class members are entitled to recover from Defendants
2 the greater of their actual damages caused by Defendants' failure to comply with Labor Code
3 section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

4 101. Plaintiffs and the other class members are also entitled to injunctive relief to
5 ensure compliance with this section, pursuant to Labor Code section 226(g).

6 **SEVENTH CAUSE OF ACTION**

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

8 **(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)**

9 102. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
10 through 101, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 103. Pursuant to Labor Code sections 2800 and 2802, an employer must reimburse its
13 employee for all necessary expenditures incurred by the employee in direct consequence of the
14 discharge of his or her job duties or in direct consequence of his or her obedience to the
15 directions of the employer:

16 104. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
17 other class members for all necessary business-related expenses and costs (*i.e.*, using their
18 personal cell phones for business-related purposes). Plaintiffs and the other class members are
19 entitled to recover from Defendants their business-related expenses and costs incurred during the
20 course and scope of their employment, plus interest accrued from the date on which the
21 employee incurred the necessary expenditures at the same rate as judgments in civil actions in
22 the State of California.

23 **EIGHTH CAUSE OF ACTION**

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

25 **(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)**

26 105. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
27 through 104, and each and every part thereof with the same force and effect as though fully set
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1 forth herein.

2 106. The Private Attorneys General Act of 2004 ("PAGA") expressly establishes that
3 any provision of the Labor Code which provides for a civil penalty to be assessed and collected
4 by the California Labor and Workforce Development Agency ("LWDA"), or any of its
5 departments, divisions, commissions, boards, agencies or employees for a violation of the
6 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
7 behalf of himself or herself, and other current or former employees.

8 107. On August 3, 2020, Plaintiff Grebe provided written notice to the LWDA and
9 Defendants of the specific provisions of the Labor Code he contends were violated, and the
10 theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by
11 reference is a copy of the August 3, 2020 written notice to the LWDA. Plaintiff Grebe believes
12 that on or about October 7, 2020, the sixty-five (65) day notice period expired as to all
13 Defendants, and the LWDA did not take any action to investigate or prosecute this matter.
14 Furthermore, on July 19, 2021, Plaintiff Grebe provided an amended written notice to the
15 LWDA and Defendants of the specific provisions of the Labor Code he contends were
16 violated, and the theories supporting his contentions. Attached hereto as **Exhibit 2** and
17 incorporated by reference is a copy of the July 19, 2021 written notice to the LWDA Plaintiff
18 Grebe believes that on September 22, 2021, the sixty-five (65) day notice period expired as to
19 all Defendants, and the LWDA did not take any action to investigate or prosecute this matter.
20 Therefore, Plaintiff Grebe has exhausted the statutory time period to bring this action.

21 96. Plaintiff Grebe and other hourly-paid or non-exempt employees are "aggrieved
22 employees" as defined by Labor Code section 2699(c) in that they are all non-exempt, hourly
23 individuals who performed work for any amount of time for Defendants as non-exempt, hourly
24 employees, however titled, in California, at any time from April 6, 2019 through February 28,
25 2022, and one or more of the alleged violations was committed against them.

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1 **Failure to Pay Minimum and Overtime Wages**

2 97. At all times relevant herein, Defendants were required to compensate their non-
3 exempt employees minimum wages for all hours worked and overtime wages for all hours
4 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
5 mandate of Labor Code sections 510, 1194, 1197, and 1198.

6 98. As a policy and practice, Defendants failed to compensate Plaintiff Grebe and the
7 other aggrieved current and former employees for all hours worked, resulting in a failure to pay
8 all minimum wages and overtime wages, where applicable.

9 **Failure to Provide Meal Periods and Rest Breaks**

10 99. In accordance with Labor Code sections 226.7 and 512, Defendants were required
11 to authorize and permit their non-exempt employees to take a 10-minute rest break for every four
12 (4) hours worked or major fraction thereof and were further required to provide their non-exempt
13 employees with a 30-minute meal period for every five (5) hours worked.

14 100. As a policy and practice, Defendants failed to provide Plaintiff Grebe and the
15 other aggrieved current and former employees with legally-mandated meal periods and rest
16 breaks and failed to pay proper compensation for this failure.

17 **Failure to Timely Pay Wages During Employment**

18 101. At all times relevant herein, Defendants were required to pay their employees
19 within a specified time period pursuant to the mandate of Labor Code section 204.

20 102. As a policy and practice, Defendants failed to pay Plaintiff Grebe and the other
21 aggrieved current and former employees all wages due and owing them within the required time
22 period.

23 **Failure to Timely Pay Wages Upon Termination**

24 103. At all times relevant herein, Defendants were required to pay their employees all
25 wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201
26 to 204.

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1 104. As a result of Defendants' Labor Code violations alleged above, Defendants
2 failed to pay Plaintiff Grebe and the other aggrieved former employees their final wages pursuant
3 to Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor
4 Code section 203.

5 **Failure to Provide Complete and Accurate Wage Statements**

6 105. At all times relevant herein, Defendants were required to keep accurate records
7 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
8 1174.

9 106. As a result of Defendants' various Labor Code violations, Defendants failed to
10 keep accurate records regarding Plaintiff Grebe and the other aggrieved current and former
11 employees. For example, Defendants failed in their affirmative obligation to keep accurate
12 records regarding Plaintiff Grebe's and the other aggrieved current and former employees' gross
13 wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly
14 rates and the number of hours worked at each hourly rate.

15 **Failure to Reimburse Business Expenses**

16 107. At all times relevant herein, Defendants were required to reimburse their
17 employees for any and all necessary expenditures or losses incurred by the employees in direct
18 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code
19 sections 2800 and 2802.

20 108. As a policy and practice, Defendants failed to reimburse Plaintiff Grebe and the
21 other aggrieved current and former employees for all business expenses incurred and owing them
22 within the required time period.

23 **Failure to Pay Sick Leave Pay**

24 109. Labor Code section 245 et seq. pertains to sick leave under the Healthy
25 Workplaces, Healthy Families Act of 2014. Labor Code section 246(1) allows an employer to
26 calculate paid sick leave for non-exempt employees using two (2) methods. Per section 246(1),
27 Defendants may pay sick leave either in the same manner as the regular rate of pay for the
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workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek, or by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. Lab. Code § 246(1)(1)-(2).

110. As a policy and practice, Defendants failed to properly calculate and pay sick leave to Plaintiff Grebe and other aggrieved current and former employees pursuant to the methods outlined in Labor Code section 246(1).

Penalties

111. Pursuant to Labor Code section 2699, Plaintiff Grebe, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but not limited to:

- a. Penalties under Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial

violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;

e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and

f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

NINTH CAUSE OF ACTION

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

(Against MARY ANN'S BAKING CO., INC. and DOES 1 through 100)

110. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

112. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of Business & Professions Code sections 17200, *et seq.*

113. A violation of Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policy and practice of requiring Plaintiffs and the other class members work overtime hours without paying them proper compensation violate Labor Code sections 510 and 1198. Additionally, Defendants' policy and practice of requiring Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate Labor Code sections 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to timely pay wages to Plaintiffs and the other class members violate Labor Code sections 201 and 202.

Defendants also violated Labor Code sections 226(a), 245, *et seq.*, 1194, 1197, 2800 and 2802.

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

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

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

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general public similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as representatives of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current contact information (address, email, and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all

overtime wages due to Plaintiffs and the other class members;

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

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

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

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

As to the Second Cause of Action

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

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

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

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

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

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

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

As to the Third Cause of Action

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

18. That the Court make an award to Plaintiffs and the other class members of one

(1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

20. For premium wages pursuant to Labor Code section 226.7(b);

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

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

As to the Fourth Cause of Action

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

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

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

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

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

28. For such other and further relief as the court may deem just and proper.

As to the Fifth Cause of Action

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

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

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

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

33. For such other and further relief as the court may deem just and proper.

As to the Sixth Cause of Action

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

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

36. For statutory penalties pursuant to Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to Labor Code section 226(g); and

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

As to the Seventh Cause of Action

39. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by Labor Code sections 2800 and 2802;

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

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

42. For punitive damages and/or exemplary damages according to proof at trial;

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

44. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

45. That the Court declare, adjudge, and decree that Defendants violated Labor Code section 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 245, *et seq.*, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802;

46. For costs and attorneys' fees pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute; and

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

As to the Ninth Cause of Action

48. That the Court declare, adjudge, and decree that Defendants violated Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to reimburse Plaintiffs and the other class members of incurring business-related expenses, and failing to pay Plaintiffs' and the other class members' wages timely as required by Labor Code section 201 and 202.

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

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

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

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

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1 53. For such other and further relief as the court may deem just and proper.

2
3 Dated: May 11, 2022

JUSTICE LAW CORPORATION

4
5 By: Haig Hogdanian

6 Douglas Han

7 Shunt Tatavos-Gharajeh

8 Phillip Song

9 Haig Hogdanian

Attorneys for Plaintiff Michael Grebe

10 Dated: May 11, 2022

SHIMODA & RODRIGUEZ LAW, PC

11
12
13 By: /s/ Justin P. Rodriguez

14 Galen T. Shimoda

Justin P. Rodriguez

15 Attorneys for Plaintiff Silvia Madrigal Varga

EXHIBIT 1



August 3, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

RE: MARY ANN'S BAKING CO., INC.

Dear Representative:

We have been retained to represent Micheal Grebe against Mary Ann's Baking Co., Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "MABC").

Mr. Grebe is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Grebe may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Mary Ann's Baking Co., Inc. is a California corporation located at 8371 Carbide Court, Sacramento, California 95828.

MABC employed Mr. Grebe as an hourly-paid non-exempt Mixer within one year of the date of this letter (until in or about October of 2019) in the State of California. MABC directly controlled the wages, hours and working conditions of Mr. Grebe's employment.

The "aggrieved employees" that Mr. Grebe may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of MABC within the State of California.

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¹ Mr. Grebe does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Grebe will amend this notice when the true names and capacities are known. Mr. Grebe is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Grebe and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

MABC failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Grebe has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MABC, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

MABC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Grebe and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MABC failed to compensate Mr. Grebe and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms and during meal breaks. MABC also failed to include non-discretionary bonuses and incentives in Mr. Grebe and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Moreover, MABC maintained an illegal rounding policy that negatively affected aggrieved employees' time and pay. Therefore, Mr. Grebe and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, MABC routinely required Mr. Grebe and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MABC policies and expectations, and meet production goals. Aggrieved employees were also prevented from taking meal and rest breaks due to a lack of relief on machines and the production line, and the continuous operations MABC runs. MABC further required aggrieved employees to don and doff uniforms and sanitize during their meal and rest breaks, depriving them of full and off-duty breaks. Moreover, MABC failed to authorize and permit Mr. Grebe and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, MABC failed to compensate Mr. Grebe and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks as explained above, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work and premium wages as explained above, within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MABC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Grebe and other aggrieved employees, (2) total hours worked by Mr. Grebe and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Grebe and other aggrieved employees (4) all deductions for Mr. Grebe and other aggrieved employees, (5) net wages earned by Mr. Grebe and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Grebe and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Grebe and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Grebe and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

LWDA

August 3, 2020

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California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, MABC failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Grebe and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MABC, including for purchasing sanitation gear they were requiring to wear while working.

We believe that Mr. Grebe and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

LWDA
August 3, 2020
Page 6 of 6

Mr. Grebe will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of MABC within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over the printed name of Douglas Han.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

George A. Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828
Agent for Service of Process for Mary Ann's Baking Co., Inc.

EXHIBIT 2



July 19, 2021

PAGA NUMBER (LWDA – CM): 801116-20

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

RE: MARY ANN'S BAKING CO., INC.

Dear Representative:

We hereby amend our August 3, 2020 letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3, to identify the DOE defendants.¹ A true and correct copy of the August 3, 2020 letter is attached to this submission as **Exhibit A** for reference. DOE 1 is George Demas, DOE 2 is John Demas, and DOE 3 is Andy Demas. DOES 1-3 are employers or other persons acting on behalf of an employer, and may be held liable as such, pursuant to California Labor Code section 558.1.

We have been retained to represent Micheal Grebe against Mary Ann's Baking Co., Inc., George Demas, John Demas, and Andy Demas, (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 4-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20² for violations of California wage-and-hour laws (hereinafter collectively referred to as "MABC").

Mr. Grebe is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Grebe may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

¹ This letter identifying George Demas, John Demas, and Andy Demas as DOE 1, DOE 2, and DOE 3, respectively, as employers or persons acting on behalf of an employer arises from the same general set of facts and relates back to the entity named originally in the August 3, 2020 letter.

² Mr. Grebe does not know the true names or capacities, whether individual, partner or corporate, of DOES 4 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Grebe will amend this notice when the true names and capacities are known. Mr. Grebe is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Grebe and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

LWDA

July 19, 2021

Page 2 of 2

Mary Ann's Baking Co., Inc. is a California corporation located at 8371 Carbide Court, Sacramento, California 95828. George Demas is the Chief Executive Officer of Mary Ann's Baking Co., Inc. John Demas is the Secretary of Mary Ann's Baking Co., Inc. Andy Demas is the Chief Operating Officer of Mary Ann's Baking Co., Inc.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION



Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

George A. Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828
Agent for Service of Process for Mary Ann's Baking Co., Inc.

John Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828

Andy Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828

CC: (By Electronic Mail Only):

Sophia S. Kwan
skwan@seyfarth.com
Dan Newland
dnewland@seyfarth.com
Counsel of Record for Mary Ann's Baking Co., Inc.

EXHIBIT A

August 3, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

RE: MARY ANN'S BAKING CO., INC.

Dear Representative:

We have been retained to represent Micheal Grebe against Mary Ann's Baking Co., Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "MABC").

Mr. Grebe is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Grebe may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Mary Ann's Baking Co., Inc. is a California corporation located at 8371 Carbide Court, Sacramento, California 95828.

MABC employed Mr. Grebe as an hourly-paid non-exempt Mixer within one year of the date of this letter (until in or about October of 2019) in the State of California. MABC directly controlled the wages, hours and working conditions of Mr. Grebe's employment.

The "aggrieved employees" that Mr. Grebe may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of MABC within the State of California.

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¹ Mr. Grebe does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Grebe will amend this notice when the true names and capacities are known. Mr. Grebe is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Grebe and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

MABC failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Grebe has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MABC, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

MABC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Grebe and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MABC failed to compensate Mr. Grebe and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms and during meal breaks. MABC also failed to include non-discretionary bonuses and incentives in Mr. Grebe and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Moreover, MABC maintained an illegal rounding policy that negatively affected aggrieved employees' time and pay. Therefore, Mr. Grebe and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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LWDA

August 3, 2020

Page 3 of 6

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, MABC routinely required Mr. Grebe and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MABC policies and expectations, and meet production goals. Aggrieved employees were also prevented from taking meal and rest breaks due to a lack of relief on machines and the production line, and the continuous operations MABC runs. MABC further required aggrieved employees to don and doff uniforms and sanitize during their meal and rest breaks, depriving them of full and off-duty breaks. Moreover, MABC failed to authorize and permit Mr. Grebe and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, MABC failed to compensate Mr. Grebe and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks as explained above, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work and premium wages as explained above, within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MABC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Grebe and other aggrieved employees, (2) total hours worked by Mr. Grebe and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Grebe and other aggrieved employees (4) all deductions for Mr. Grebe and other aggrieved employees, (5) net wages earned by Mr. Grebe and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Grebe and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Grebe and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Grebe and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

LWDA

August 3, 2020

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California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, MABC failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Grebe and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MABC, including for purchasing sanitation gear they were requiring to wear while working.

We believe that Mr. Grebe and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

LWDA
August 3, 2020
Page 6 of 6

Mr. Grebe will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of MABC within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

George A. Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828
Agent for Service of Process for Mary Ann's Baking Co., Inc.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103.

On May 11, 2022, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Sophia S. Kwan (SKwan@seyfarth.com)

SEYFARTH SHAW LLP

400 Capitol Mall, Suite 2350

Sacramento, CA 95814

Attorneys for Defendant Mary Ann's Baking Co., Inc.

Additional Service List Members: Dan Newland (dnewland@seyfarth.com), Crystal Holman (cholman@seyfarth.com)

[X] BY U.S. MAIL

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 11, 2022, at Pasadena, California.



Mariah Anderson

Exhibit C



Shimoda Law Corp.
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

January 15, 2021

For Online Filing:

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

Re: *Vargas v. Mary Ann's Baking Co., Inc.*

Dear Labor Commissioner,

As counsel for Silvia Madrigal Vargas ("Plaintiff"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Mary Ann's Baking Co. Inc.
8371 Carbide Ct., Ste 100
Sacramento, CA 95828

Kyle Stradleigh
8371 Carbide Ct., Ste 100
Sacramento, CA 95828

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Mary Ann's Baking Co. Inc. and Kyle Stradleigh ("Defendants"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to, the following: all individuals in California who have, or continue to, perform work for Defendants. Plaintiff is clearly entitled to bring a Private Attorneys General Act ("PAGA") claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018), (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff worked for Defendants in the sanitation department as a non-exempt employee from approximately 2011 to approximately September 4, 2020, when she was terminated after reporting various Covid-19 policy and protocol related violations to California and federal law enforcement. Aggrieved Employees also worked for Defendants as non-exempt employees.



Plaintiff and Aggrieved Employees regularly worked over eight (8) hours in a day and/or forty (40) hours in a week, incurring overtime, and were paid non-discretionary remuneration, such as bonuses. Defendants did not correctly incorporate the value of the non-discretionary remuneration, such as bonuses, into Plaintiff's and Aggrieved Employees' regular rate of pay when calculating overtime, double time, meal and rest period premiums, or sick leave pay.

In addition to improperly calculating the regular rate of pay, Defendants also had a policy and practice of failing to pay earned overtime when employees worked over eight (8) hours in a day. For instance, on days when Plaintiff and Aggrieved Employees worked over eight (8) hours, Defendants would move the overtime hours from that day on to a separate day of the week where the employee either did not work or worked less than eight (8) hours. Shifting hours from one day to another allowed Defendants to avoid paying overtime for shifts upwards of eight (8) hours in a day.

Plaintiff and Aggrieved Employees were also denied minimum wages for time worked during interrupted rest breaks and for time worked off-the-clock. In addition to working during many rest breaks, Plaintiff regularly worked after her scheduled shift answering work related phone calls and inquiries from Defendants. Plaintiff estimates that she spent 1-2 hours of time working off-the-clock each week. Plaintiff is informed and believes that Aggrieved Employees also worked off-the-clock. Plaintiff and Aggrieved Employees were not paid for this time. Due to Defendants' wage violations, Defendants failed to maintain accurate records of the hours Plaintiff and Aggrieved Employees worked.

Defendants also denied Plaintiff and Aggrieved Employees minimum wages/emergency sick leave pay by refusing to comply with the Families First Coronavirus Response Act: Emergency Paid Sick Leave Act ("EPSLA"). In situations where Defendants' employees, like Plaintiff, were ordered by their doctor to quarantine after being exposed to Covid-19, or contracted the Covid-19 virus, they were denied federally authorized, paid leave. For instance, on July 20, 2020, when Plaintiff informed Human Resources representative, Kyle Stradleigh, that she was ordered to quarantine for fourteen (14) days by her doctor, she was denied mandatory EPSLA leave payments. Plaintiff is informed and believes that other Aggrieved Employees who were exposed to, or contracted Covid-19, were similarly denied emergency paid leave in compliance with EPSLA. Pursuant to EPSLA, a denial of emergency sick leave pay constitutes a denial of minimum wages.

Plaintiff and Aggrieved Employees were also not authorized and permitted to take all meal and rest periods they were entitled to, they were, however, paid meal period premiums on occasion. Plaintiff and Aggrieved Employees were further denied all reimbursements owed for use of their personal cell phones for work purposes.

As a result of Defendants's failure to pay Plaintiff and Aggrieved Employees for all hours worked, Defendants failed to provide all final wages owed to Plaintiff and Aggrieved Employees



within twenty-four (24) hours of their termination or seventy-two (72) hours of their resignation. In addition, Defendants failed to provide Plaintiff and Aggrieved Employees with accurate wage statements. The wage statements Defendants provided to Plaintiff and Aggrieved Employees did not accurately state their total regular hours worked, gross wages and net wages, and all deductions made.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 1, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 – Violation of Labor Code §§ 1194, 1194.2, 1197.1; IWC Wage Order 1, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 1, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Defendants also denied Plaintiff and Aggrieved Employees legal minimum wages by refusing to provide them mandated emergency paid sick leave. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable minimum wages due. This is against the law.

Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 1, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 1, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 1, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of



thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 1, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 1, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 5 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . .” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum and overtime wages and meal and rest period premiums, be paid to employees upon separation and/or termination of employment, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.



Count 7– Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursements to Plaintiff and Aggrieved Employees for their use of personal cell phone for work purposes. This was in violation of the law.

Count 8 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated, any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as, the incorporated Wage Orders and incorporated statutes therein.

Count 9– Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees’ wage records and hours worked. This was against the law.

Count 10 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the



commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member. Any sick leave taken must be paid at the employee’s regular rate of pay. For the reasons state above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda Law Corp.

By: 
Galen T. Shimoda

GTS:jh
cc: Client via e-mail

1 *Madrigal Vargas v Mary Ann's Baking Co., Inc.*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Melissa A. Phillips, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On January 15, 2021, I served the following documents on the party below:

- 8 • Private Attorney General Act Letter

Mary Ann's Baking Co. Inc. 8371 Carbide Ct., Ste 100 Sacramento, CA 95828	Kyle Stradleigh 8371 Carbide Ct., Ste 100 Sacramento, CA 95828
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11 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
12 and processing of correspondence for mailing with the United States Postal
13 Service and that each day's mail is deposited with the United States Postal
14 Service that same day in the ordinary course of business. On the date set forth
15 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

16 [] [By Personal Service] By personally delivering a true copy thereof to the office
17 of the addressee above.

18 [] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

19 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
20 personally delivered via the following overnight courier service:_____.

21 I declare under penalty of perjury under the laws of the State of California that the foregoing
22 is true and correct, and that this declaration was executed on January 15, 2021, at Elk Grove,
23 California.

24 
25 _____
26 Melissa A. Phillips
27
28

August 3, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

RE: MARY ANN'S BAKING CO., INC.

Dear Representative:

We have been retained to represent Micheal Grebe against Mary Ann's Baking Co., Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "MABC").

Mr. Grebe is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Grebe may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Mary Ann's Baking Co., Inc. is a California corporation located at 8371 Carbide Court, Sacramento, California 95828.

MABC employed Mr. Grebe as an hourly-paid non-exempt Mixer within one year of the date of this letter (until in or about October of 2019) in the State of California. MABC directly controlled the wages, hours and working conditions of Mr. Grebe's employment.

The "aggrieved employees" that Mr. Grebe may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of MABC within the State of California.

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¹ Mr. Grebe does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Grebe will amend this notice when the true names and capacities are known. Mr. Grebe is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Grebe and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

MABC failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Grebe has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MABC, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

MABC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Grebe and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MABC failed to compensate Mr. Grebe and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms and during meal breaks. MABC also failed to include non-discretionary bonuses and incentives in Mr. Grebe and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Moreover, MABC maintained an illegal rounding policy that negatively affected aggrieved employees' time and pay. Therefore, Mr. Grebe and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, MABC routinely required Mr. Grebe and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MABC policies and expectations, and meet production goals. Aggrieved employees were also prevented from taking meal and rest breaks due to a lack of relief on machines and the production line, and the continuous operations MABC runs. MABC further required aggrieved employees to don and doff uniforms and sanitize during their meal and rest breaks, depriving them off full and off-duty breaks. Moreover, MABC failed to authorize and permit Mr. Grebe and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, MABC failed to compensate Mr. Grebe and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks as explained above, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work and premium wages as explained above, within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MABC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Grebe and other aggrieved employees, (2) total hours worked by Mr. Grebe and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Grebe and other aggrieved employees (4) all deductions for Mr. Grebe and other aggrieved employees, (5) net wages earned by Mr. Grebe and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Grebe and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Grebe and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Grebe and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, MABC failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Grebe and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MABC, including for purchasing sanitation gear they were requiring to wear while working.

We believe that Mr. Grebe and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

LWDA
August 3, 2020
Page 6 of 6

Mr. Grebe will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of MABC within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', written in a cursive style.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

George A. Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828
Agent for Service of Process for Mary Ann's Baking Co., Inc.

EXHIBIT 2

July 19, 2021

PAGA NUMBER (LWDA – CM): 801116-20

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

RE: MARY ANN'S BAKING CO., INC.

Dear Representative:

We hereby amend our August 3, 2020 letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3, to identify the DOE defendants.¹ A true and correct copy of the August 3, 2020 letter is attached to this submission as **Exhibit A** for reference. DOE 1 is George Demas, DOE 2 is John Demas, and DOE 3 is Andy Demas. DOES 1-3 are employers or other persons acting on behalf of an employer, and may be held liable as such, pursuant to California Labor Code section 558.1.

We have been retained to represent Micheal Grebe against Mary Ann's Baking Co., Inc., George Demas, John Demas, and Andy Demas, (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 4-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20² for violations of California wage-and-hour laws (hereinafter collectively referred to as "MABC").

Mr. Grebe is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Grebe may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

¹ This letter identifying George Demas, John Demas, and Andy Demas as DOE 1, DOE 2, and DOE 3, respectively, as employers or persons acting on behalf of an employer arises from the same general set of facts and relates back to the entity named originally in the August 3, 2020 letter.

² Mr. Grebe does not know the true names or capacities, whether individual, partner or corporate, of DOES 4 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Grebe will amend this notice when the true names and capacities are known. Mr. Grebe is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Grebe and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

LWDA
July 19, 2021
Page 2 of 2

Mary Ann's Baking Co., Inc. is a California corporation located at 8371 Carbide Court, Sacramento, California 95828. George Demas is the Chief Executive Officer of Mary Ann's Baking Co., Inc. John Demas is the Secretary of Mary Ann's Baking Co., Inc. Andy Demas is the Chief Operating Officer of Mary Ann's Baking Co., Inc.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION



Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

George A. Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828
Agent for Service of Process for Mary Ann's Baking Co., Inc.

John Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828

Andy Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828

CC: (By Electronic Mail Only):

Sophia S. Kwan
skwan@seyfarth.com
Dan Newland
dnewland@seyfarth.com
Counsel of Record for Mary Ann's Baking Co., Inc.

EXHIBIT A

August 3, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

RE: MARY ANN'S BAKING CO., INC.

Dear Representative:

We have been retained to represent Micheal Grebe against Mary Ann's Baking Co., Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "MABC").

Mr. Grebe is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Grebe may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Mary Ann's Baking Co., Inc. is a California corporation located at 8371 Carbide Court, Sacramento, California 95828.

MABC employed Mr. Grebe as an hourly-paid non-exempt Mixer within one year of the date of this letter (until in or about October of 2019) in the State of California. MABC directly controlled the wages, hours and working conditions of Mr. Grebe's employment.

The "aggrieved employees" that Mr. Grebe may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies or labor contractors) of MABC within the State of California.

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¹ Mr. Grebe does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Grebe will amend this notice when the true names and capacities are known. Mr. Grebe is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Grebe and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

MABC failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Grebe has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at MABC, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

MABC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Grebe and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. MABC failed to compensate Mr. Grebe and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms and during meal breaks. MABC also failed to include non-discretionary bonuses and incentives in Mr. Grebe and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Moreover, MABC maintained an illegal rounding policy that negatively affected aggrieved employees' time and pay. Therefore, Mr. Grebe and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, MABC routinely required Mr. Grebe and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with MABC policies and expectations, and meet production goals. Aggrieved employees were also prevented from taking meal and rest breaks due to a lack of relief on machines and the production line, and the continuous operations MABC runs. MABC further required aggrieved employees to don and doff uniforms and sanitize during their meal and rest breaks, depriving them off full and off-duty breaks. Moreover, MABC failed to authorize and permit Mr. Grebe and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, MABC failed to compensate Mr. Grebe and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks as explained above, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, MABC failed to pay Mr. Grebe and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work and premium wages as explained above, within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from MABC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Grebe and other aggrieved employees, (2) total hours worked by Mr. Grebe and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Grebe and other aggrieved employees (4) all deductions for Mr. Grebe and other aggrieved employees, (5) net wages earned by Mr. Grebe and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Grebe and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Grebe and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Grebe and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, MABC failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Grebe and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, MABC did not provide Mr. Grebe and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MABC, including for purchasing sanitation gear they were requiring to wear while working.

We believe that Mr. Grebe and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

LWDA
August 3, 2020
Page 6 of 6

Mr. Grebe will seek these penalties and wages on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of MABC within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", written over a horizontal line.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

George A. Demas
c/o Mary Ann's Baking Co., Inc.
8371 Carbide Court
Sacramento, California 95828
Agent for Service of Process for Mary Ann's Baking Co., Inc.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103.

On May 11, 2022, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Sophia S. Kwan (SKwan@seyfarth.com)
SEYFARTH SHAW LLP
400 Capitol Mall, Suite 2350
Sacramento, CA 95814
Attorneys for Defendant Mary Ann's Baking Co., Inc.

Additional Service List Members: Dan Newland (dnewland@seyfarth.com), Crystal Holman (cholman@seyfarth.com)

[X] BY U.S. MAIL

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 11, 2022, at Pasadena, California.



Mariah Anderson

Exhibit D

Date	Description	Amount
1/6/2021	Administration/Copy Fee - Class Action - Phone, Fax, Scan, Copying, Non-Certified/Courier Postage, Lexis Legal Research Fees	\$500.00
1/7/2021	Payment to Court - Sacramento Superior Plaintiff Search	\$1.00
1/11/2021	Payment to Court - Complaint Fee Superior Court	\$435.00
1/11/2021	Service Fee to Court - Complaint	\$40.00
1/15/2021	Certified Mail - PAGA Ltr to Employers	\$8.96
1/20/2021	Payment to LWDA - PAGA Filing Fee	\$75.00
12/24/2021	Certified Mail - PAGA Ltr to Employers	\$8.96
1/25/2021	Payment for Records - PRA docs	\$11.21
2/4/2021	Service Fee to Court - Notice of Disassociation of Counsel	\$40.00
7/14/2021	Mediation - JH Mediation Lunch	\$19.43
8/27/2021	Postage - Certified Mailing of Vacation Check to Client	\$4.11
1/14/2022	Service Fee to Court - Notice of Disassociation of Counsel	\$40.00
10/3/2022	One Legal Service Fee - PAM Motion, declaration order 19015973	\$354.92
1/31/2023	E-Filing Charge - Joint CMC	\$50.00
Anticipated	One Legal Filing Fee / Service Fee - Final Approval Motion	\$294.92
Anticipated	Payment to Court - Final Approval Motion	\$60.00
Anticipated	One Legal Filing Fee / Compliance Declaration	\$61.26
	Total:	\$2,004.77

Exhibit E

Exhibit F

<u>TASK CATEGORY</u>	<u>GTS</u>	<u>JPR</u>	<u>JH</u>	<u>RK</u>
<u>Pre-filing investigation, Pleadings, Admin Exhaustion, and Related Law & Motion.</u> Includes time spent during initial client meetings and review of claims and documents; Pre-filing investigation/research/witness interviews; Review of payroll records; Drafting pleadings, notices, administrative filings; Reviewing and responding to pleadings and court filings; Communications with opposing counsel regarding same, internal communications and communications with client regarding same; Includes reviewing and researching issues for removal of Madrigal lawsuit to federal court and federal scheduling conferences.	12.5	2.6	6.6	1.2
<u>Case Review, Management, Strategy Meetings.</u> Includes time spent discussing general plan of action updates and strategies in weekly meetings; Research and analysis regarding claim elements and issues affecting representative litigation; Preparing for case management conferences and related meet/confer, drafting of statements, and attendance for hearings; Reviewing minute orders and general correspondence from the Court regarding case management, assignments, and scheduling orders; Communications with opposing counsel regarding same, internal communications and communications with client regarding same.	6.8	9.8	13.7	2.3
<u>Discovery (Pre-Mediation/Non-Mediation Related), Related Law & Motion, and Hearings.</u> Includes time spent preparing initial disclosures; Document review and analysis; Seek out witnesses for interviews and performing interviews; Review public records requests regarding prior labor commissioner filings; Communications with opposing counsel regarding same, internal communications and communications with client regarding same.	6.6	4.1	15.1	-
<u>Discovery / Investigation for Mediation.</u> Includes time spent reviewing informal discovery specifically geared towards mediation; reviewing informal mediation productions, including data, analyses, documents, and public records; Performing/reviewing damages analysis; Communications with opposing counsel regarding same, internal communications and communications with client regarding same.	5.9	7.6	12.3	-
<u>Mediation / Settlement Conference / Direct Negotiations.</u> Includes time spent Drafting/reviewing/revising mediation brief and accompanying exhibits; Review documents productions for potential exhibits; Preparing for and attending mediation; Legal research relating to issues on day of mediation; Direct negotiations with opposing counsel post mediation; Review of Defendant's financial statements and documents; Drafting/revising MOU; Communications with opposing counsel regarding same, internal communications and communications with client regarding same.	10.3	4.2	18.8	-
<u>Drafting Settlement Agreements.</u> Includes time spent reviewing/revising long form agreement and exhibits; Research regarding any approval procedures and issues regarding disputed terms; Solicit and review settlement administrator bids; Communications with opposing counsel regarding same, internal communications regarding same, communications with client regarding same.	9	8.5	1.2	-
<u>Settlement Approval and Administration.</u> Includes time spent drafting motion for preliminary approval and supporting declarations and order; Class data and settlement calculation review; Speaking with Settlement Administrator regarding calculations, distributions, and final approval logistics; Review/revise class notice to conform with Court's orders; Review weekly reports from Settlement Administrator; Respond to Class Member calls and inquiries regarding the settlement; Draft Motion for Final Approval and supporting declarations, review and finalize exhibits relating thereto; Legal research regarding approval issues. Communications with opposing counsel regarding same, internal communications regarding same and communications with client regarding same. Includes estimated 15 hours for JPR supervising final distributions and compliance with Court final approval order, attending compliance hearing, and effectuating dismissal of federal Madrigal case.	18.7	63.9	-	21.7
Total Per Billing Party:	69.8	100.7	67.7	25.2

Douglas Han (SBN 232858)
Shunt Tatavos-Gharajeh (SBN 272164)
Phillip Song (SBN 326572)
Justice Law Corporation
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Attorneys for Plaintiff SILVIA MADRIGAL VARGAS

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MICHAEL GREBE, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

MARY ANN'S BAKING CO., INC., a
California corporation, and DOES 1 through
100, inclusive,

Defendants.

Case No. 34-2020-00285254-CU-OE-GDS

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

CLASS ACTION

**DECLARATION OF STEPHEN GOMEZ
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: April 21, 2023

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill H. Talley

Filed: September 14, 2020

FAC Filed: May 12, 2022

Trial Date: None Set

1 I, **STEPHEN GOMEZ**, declare the following facts to be true and correct and if called as a witness
2 would testify competently to the same:

3 1. I am employed as a Case Manager by Simpluris, Inc. ("Simpluris") the claims
4 administrator in the above-entitled action. My business address is 3194-C Airport Loop Drive, Costa
5 Mesa, CA 92626. My telephone number is (714) 824-8590. I am over twenty-one years of age and
6 authorized to make this declaration on behalf of Simpluris and myself.

7 2. Simpluris, Inc. is a Class Action Settlement Administration company located in Costa
8 Mesa, CA. It is founded by individuals who have each managed hundreds of settlements, along with
9 professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House
10 Operations, and Call Center Support Management.

11 3. Simpluris was appointed by the Court as Settlement Administrator to administer the
12 settlement in accordance with the terms of the Stipulation and Settlement of Class, Collective, and
13 Representative Action entered into by the parties, (the "Settlement" or "Settlement Agreement").
14 Simpluris has been, and if the Court grants final approval of the Settlement, will be responsible for,
15 among other things: (a) printing and mailing in English and Spanish the Notice of Class Action
16 Settlement and the Claim Form/FLSA Consent Form and Class Member Release ("Notice Packet") (b)
17 receiving undeliverable Notice Packets; (c) receiving and validating requests for claim forms, requests
18 for exclusion, and objections; (d) calculating individual settlement payments, distributing funds, and tax-
19 reporting following final approval; (e) mailing settlement checks; (f) answering questions from Class
20 Members; and (g) performing such other tasks necessary to effectuate the terms of the Settlement or as
21 the Parties mutually agree or the Court orders Simpluris to perform.

22 4. A toll-free telephone number was included in the Notice Packet for the purpose of
23 allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The
24 system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the
25 settlement process. Callers have the option to speak with a live call center representative in English and
26 Spanish during normal business hours or to leave a message and receive a return call during non-
27 business hours. The toll-free telephone number included in the Notice Packet was 1-888-369-3780.
28

1 5. On November 15, 2022, Simpluris received the Court-approved Notice Packet
2 documents. The Notice Packet advised Class Members of their right to opt out from the Settlement,
3 submit a claim, request exclusion, object to the Settlement, or do nothing, and the implications of each
4 such action. The Notice advised Class Members of applicable deadlines and other events, including the
5 Final Approval Hearing, and how Class Members could obtain additional information. The Notice
6 Packet was pre-printed with the name and address of the Class Member and their estimated payment.
7 The Notice Packet also included Spanish translations of each document.

8 6. On November 30, 2022, Counsel for Defendant provided Simpluris with a mailing list
9 (“Class List”) containing the name, last known address, Social Security number, and pertinent
10 employment information during the Class Period for the Class Members. The Class List contained data
11 for four hundred seventy-three (473) Class Members.

12 7. The mailing addresses contained in the Class List were processed and updated utilizing
13 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
14 NCOA contains changes of address filed with the U.S. Postal Service. In the event that any individual
15 had filed a U.S. Postal Service change of address request, the address listed with the NCOA was utilized
16 in connection with the mailing of the Notices.

17 8. On December 15, 2022, after updating the mailing addresses through the NCOA, Notice
18 Packets were mailed via First Class Mail to four hundred seventy-three (473) Class Members. A copy of
19 the Notice Packet is attached hereto as Exhibit A.

20 9. As of this date, thirty-two (32) Notice Packets were returned by the post office. For those
21 without forwarding addresses, Simpluris attempted to find a forwarding address using Accurant, a
22 reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member’s name and previous
23 address to locate a current address. Altogether, Simpluris re-mailed twenty-eight (28) Notice Packets to
24 either; a new forwarding address provided by the Post Office, a newfound address using Accurant, or a
25 forwarding address provided by the Class. Ultimately, four (4) Notice Packets were undeliverable.

26 10. The Net Settlement Amount available to pay Settlement Class Members was determined
27 as follows:
28

1	Gross Fund Value:	\$ 600,000.00
2	Less Attorneys' Fees	-\$ 210,000.00
3	Less Litigation Costs	-\$ 17,117.24
4	Less Class Representative Enhancement Payments	-\$ 20,000.00
5	PAGA – LWDA Payment	-\$ 15,000.00
6	PAGA – PAGA Settlement Fund	-\$ 5,000.00
7	Less Settlement Administration Costs:	-\$ 10,500.00
8	NET SETTLEMENT FUND	\$ 322,382.76

9 11. As of this date, there are one hundred forty-one (141) Settlement Class Members who
10 have submitted a timely and valid Claim Form. Of the Net Settlement Amount a total of \$178,974.27
11 has been claimed, or 55.5179%.

12 12. The estimated average award to Settlement Class Members is \$1,269.32, the estimated
13 highest award to Settlement Class Members is \$2,521.87.

14 13. As of this date, Simpluris has not received any requests for exclusion from Class
15 Members.

16 14. As of this date, Simpluris has not received any disputes.

17 15. Class Members who wished to object were directed to file their objection with the Court
18 and serve a copy of the objection on the attorneys for the parties. As of this date, Simpluris has not
19 received any objections.

20 16. Simpluris' total costs for services in connection with the administration of this
21 Settlement, including fees incurred and anticipated future costs for completion of the administration, are
22 \$10,500.00. A breakdown of Simpluris' fees is attached hereto as Exhibit B. Simpluris' work in
23 connection with this matter will continue with the calculation of the settlement checks, issuance and
24 mailing of those settlement checks, etc., and preparation of the necessary tax reporting on such
25 payments.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed on March 21, 2023, in Costa Mesa, California.

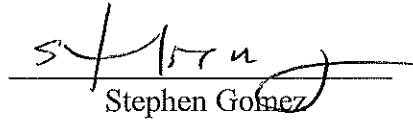
3
4 
5 Stephen Gomez

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF SACRAMENTO

Micheal Grebe and Silvia Madrigal Vargas v. Mary Ann's Baking Co., Inc.

Case No. 34-2020-00285254

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

«I Mj ul I Bar codeEncoded»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State», «Zip»-«ZipDPC3»

«City», «State», «Zip»-«ZipDPC3»

To: All non-exempt, hourly individuals who performed work for any amount of time for Mary Ann's Baking Co., Inc. as non-exempt, hourly employees, however titled, in California at any time from April 6, 2016 through February 28, 2022, inclusive.

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED.**

**YOU MAY BE ENTITLED TO RECEIVE MONEY
FROM THIS PROPOSED SETTLEMENT.**

YOU NEED TO TAKE ACTION TO RECEIVE A SETTLEMENT PAYMENT, AS DESCRIBED BELOW.

The Court Approved This Notice. This is not a solicitation from an attorney.

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.

WHY DID I GET THIS NOTICE?

You have received this Notice because you have been identified as a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the class action lawsuit titled *Micheal Grebe and Silvia Madrigal Vargas v. Mary Ann's Baking Co., Inc.* ("Lawsuit"). This Notice is being sent to you as ordered by the Sacramento County Superior Court, which preliminarily approved the settlement and conditionally certified the class on October 31, 2022. This Notice informs you about the terms of the proposed settlement, describes your rights in connection with the settlement, and explains what steps you may take to receive settlement money, and object to, or exclude yourself from the settlement. If you do not make a claim for settlement money or exclude yourself from the settlement, and the settlement receives final approval from the Court, you will be bound by all of the terms of the settlement and any final judgment.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit, which was filed on September 14, 2020, alleges that class members were not properly compensated. The Lawsuit alleges the following claims: (1) failure to pay all wages owed, including minimum wages and overtime pay and sick leave; (2) failure to provide meal periods and/or to pay premiums for missed meal periods; (3) failure to authorize and permit rest periods and/or to pay premiums for failing to provide rest breaks; (4) failure to pay all wages due during employment and upon termination or resignation; (5) failure to provide legally-compliant wage statements; (6) failure to reimburse for business expenses; (7) unfair business practices, (8) civil penalties under the Private Attorneys General Act

("PAGA"); and (9) all damages, relief, penalties, interest and other amounts recoverable under those causes of action under California law, including but not limited to the California Labor Code, IWC Wage Order 7-2001, and the California Unfair Competition Law, as to the facts alleged, or could have been alleged, in the Lawsuit.

Defendant Mary Ann's Baking Co., Inc. denies each and all of the claims and contentions alleged by Plaintiffs, and the Court has not made any rulings regarding the merits of the case. After engaging in extensive investigation and an all-day mediation before an experienced mediator, Plaintiffs and Defendant agreed on a class settlement that was preliminarily approved by the Court on October 31, 2022. Plaintiffs and Class Counsel support the settlement.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Micheal Grebe and Silvia Vargas are the Class Representatives (also called Plaintiffs or Named Plaintiffs) in the Lawsuit, and they assert claims on behalf of themselves and the class. Mary Ann's Baking Co., Inc. ("MABCO" or "Defendant") is the Defendant. A class action allows the Court to resolve the claims of all of the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all of the class members who choose not to exclude themselves from the class. The Court here has preliminarily certified this case as a class for settlement purposes only; the Court has not made any decision or expressed any opinion as to whether this case may proceed as a class action outside of the context of this proposed settlement.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All non-exempt, hourly individuals who performed work for any amount of time for MABCO as non-exempt, hourly employees, however titled, in California at any time from April 6, 2016 through February 28, 2022, inclusive ("Class Period").

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

The sum of no more than a Gross Fund Value of \$600,000 will be paid by Defendant in full satisfaction of all claims arising from the Action on a reversionary, claims-made basis. Additionally, Defendant will be obligated to pay and will pay the employer's share of all payroll taxes due in connection with the portion of the settlement that constitutes wages. After attorneys' fees and costs, a service award to the Plaintiffs, a payment to the California Labor and Workforce Development Agency ("LWDA"), and settlement administration costs are deducted from the Gross Fund Value, the entire remaining "Net Settlement Amount" ("NSA") will be distributed on a pro rata basis to all Class Members who submit a timely and valid Claim Form. Each Class Member who submits a timely and valid Claim Form will be entitled to an Individual Settlement Payment consisting of their share of the Net Settlement Amount. If the amount of the Individual Settlement Payments claimed is less than forty percent (40%) of the NSA, then Defendant will be obligated to pay only the Settlement Floor Amount, which will equal forty percent (40%) of the NSA. (Please note: as provided below, Class Members may not opt out of the settlement of the "PAGA" claims, i.e., the PAGA portion of the settlement).

Subject to Court approval, the Gross Fund Value will be allocated as follows:

- Individual Settlement Payments: Each Class Member who submits a timely and valid Claim Form ("Settlement Class Member") shall be entitled to an Individual Settlement Payment, to be calculated by dividing the number of workweeks worked by the Individual Settlement Class Member by all workweeks worked by the Class during the Class Period, multiplied by the Net Settlement Amount (i.e., (number of individual workweeks worked / total workweeks worked by the Class) x Net Settlement Amount). Information on how to dispute your workweeks worked can be found below.
- Class Representative Enhancement Payment: Micheal Grebe and Silvia Vargas, the Named Plaintiffs, will request from the Court an award of \$10,000 each in recognition of their efforts and risks in assisting with the prosecution of the Lawsuit and in return for executing a General Release of Defendant. Defendant does not object to this requested service award. This amount will be paid from the Gross Fund Value, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- **Attorneys' Fees and Costs:** Class Counsel will request that the Court approve attorneys' fees not to exceed thirty-five percent (35%) of the Gross Fund Value (\$210,000), for the litigation and resolution of this Lawsuit plus actual costs and expenses not expected to exceed \$ 18,500. Defendant does not object to the requested fees and costs. This amount will be paid from the Gross Fund Value, and any amount not approved by the Court will revert to the Net Settlement Amount for distribution.
- **PAGA Fund:** \$20,000 from the Gross Fund Value is allocated for payment under the Private Attorneys General Act of 2004 ("PAGA"). Seventy-five percent (75%) of the allocation (\$15,000) will be paid to the LWDA as required by law; and twenty-five percent (25%) of the allocation (\$5,000) will be distributed as part of the Net Settlement Amount.
- **Settlement Administration Costs:** The cost of settlement administration is approximately \$10,500, which pays for such tasks as mailing and tracking of this Notice, mailing checks and tax forms, and reporting to the Parties and the Court. This payment will be made to Simpluris, Inc. ("Simpluris"), which is serving as the Settlement Administrator in this case. This amount will be paid from the Gross Fund Value, and any amount not approved by the Court will revert to the Net Settlement Amount for distribution.
- Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred eighty (180) days from the date on which they are issued. After that time, all funds represented by uncashed checks shall be distributed according to section 384(a)(3) of the California Code of Civil Procedure, as determined by the Court at final approval.

The validity and enforceability of the Settlement, including the Class Members' release of claims, are not contingent on a minimum number of valid and timely Claims Forms submitted by Class Members. Class Members who do not submit a Claim Form will still be subject to this settlement and will still release their claims. Class Members who do not opt out will be deemed to have released certain claims against the Defendant and its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them ("Released Parties").

The Released Claims include any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal or state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal law (including but not limited to the Families First Coronavirus Response Act), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the Fair Labor Standard Act, 29 U.S.C. section 201 et seq. that occurred during the Class Period. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 et seq., 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 as well as claims under Business and Professions Code section 17200 et seq., and/or Labor Code Sections 2698 et seq. based on alleged violations of the above Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201 et seq, and 29 C.F.R. § 826.150, as alleged in the Action. The release of claims shall include a Civil Code Section 1542 release as to the released claims only. The release shall expressly exclude all other claims, including claims for vested benefits under ERISA or Taft-Hartley plans, wrongful termination, unemployment insurance, disability insurance, Social Security, workers' compensation, and class claims outside of the class period ("Released Claims"). Class Members may not opt out of the settlement as it relates to the PAGA claims and the release of the PAGA claims. Defendant also will get a release of FLSA claims, but only with respect to those Class Members who submit a timely and valid Claim Form. This release shall apply to claims arising at any point up through February 28, 2022.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You must complete the accompanying Claim Form and submit it to Simpluris no later than February 13, 2023. You will then receive a settlement payment if the settlement receives final approval and you do not take affirmative steps to exclude yourself from or "opt out" of the settlement, as explained below. If you move, please contact the Settlement Administrator to update your address. Your settlement payment will be mailed to the most recent address on file with the Settlement Administrator. It is your responsibility to inform the Settlement Administrator of your updated information. The Settlement Administrator may be contacted by mail, email, or telephone:

Grebe and Vargas v. MABCO
c/o Settlement Administrator
P.O. Box 26170, Santa Ana, CA 92799
Tel: (888) 369-3780
casesupport@simpluris.com

HOW DO I DISPUTE MY WORKWEEKS?

Your claim is based upon your total number of workweeks worked between April 6, 2016 and February 28, 2022. MABCO's records show that you worked «MERGED_WW_CALC» workweeks during the Class Period. Based on this information, your estimated gross settlement payment will be \$«MERGED_EstSettAmnt_CALC». The actual amount of your payment may be higher or lower.

ONLY if you disagree with MABCO's calculation of your workweeks, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs or time records. The decision of the Settlement Administrator will be final.

Disputes must be mailed to the address below and must be postmarked no later than February 13, 2023:

Grebe and Vargas v. MABCO
c/o Settlement Administrator
P.O. Box 26170, Santa Ana, CA 92799
Tel: (888) 369-3780

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

With the exception of the settlement of the PAGA claims, you have the right to request exclusion from the settlement, i.e., to request exclusion from the class (non-PAGA) portion of the settlement ("class settlement"). To do so, you must submit a written request to opt-out of the class settlement to the Settlement Administrator at the following address:

Grebe and Vargas v. MABCO
c/o Settlement Administrator
P.O. Box 26170, Santa Ana, CA 92799
Tel: (888) 369-3780

To be valid, a written request for exclusion from the class settlement must: (1) state the case name; (2) make the following statements, or a similar statement: "I wish to opt out of the class settlement of the class action lawsuit titled *Michael Grebe and Silvia Vargas v. Mary Ann's Baking Co., Inc.* I understand that, if I opt out of the class settlement, I will receive no money from the class settlement described in this Notice"; (3) contain the name, address and telephone number and the last four digits of the Social Security number of the person asking to opt-out; (4) be signed by the Class Member; and (5) be mailed to the Settlement Administrator at the address above and postmarked by February 13, 2023. Unless you timely opt out of the class settlement, you will be bound by the judgment upon final approval of the settlement, including the Release described in this Notice.

If you timely opt out of the class settlement, you will not be entitled to receive any payment under the class settlement. Class Counsel will not represent your interests if you opt out. **CLASS MEMBERS MAY NOT OPT OUT OF THE**

SETTLEMENT OF THE PAGA CLAIMS. EVEN IF YOU OPT OUT OF THE CLASS SETTLEMENT, YOU WILL RECEIVE A PAYMENT FOR THE RELEASE OF THE PAGA CLAIMS AND ALL PAGA CLAIMS COVERED BY THE RELEASE WILL BE EXTINGUISHED BY OPERATION OF LAW.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who has not asked to opt out of the class settlement may object to the settlement. Keep in mind that objecting is not the same as asking to opt out. Submitting an objection will *not* exclude you from the Class; rather, you must remain in the class to object. If your objection is overruled, you still will be bound by the settlement.

If you wish to object to the settlement, you may submit your written Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed attorneys' fees, Class Representative Enhancement Payment, or Settlement Administrator's payment. A written Objection must be signed by you and include: (1) the case name, (2) your full name and most current address, (3) the last four digits of your Social Security Number; and (4) your signature. The written Objection must be mailed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than February 13, 2023. Late Objections may not be considered.

If you wish, you also may appear at the Final Approval Hearing set for April 21, 2023 at 9:00 a.m. in Department 25 of the Sacramento County Superior Court located at 720 9th Street, Sacramento, California 95814, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Class Members who do not ask to opt out of the class settlement, whether or not they submit a Claim Form and whether or not they timely cash their individual settlement payments. Final approval of the class settlement will bar any Class Member who does not opt out of the settlement from initiating a lawsuit or other proceeding regarding a claim originating during the Release Period (*i.e.*, from April 6, 2016 through February 28, 2022, inclusive) that was alleged or that could have been alleged in the operative complaint. Final approval of the settlement also will bar all Class Members from initiating a PAGA action or proceeding regarding a PAGA claim originating during the Release Period that was alleged or that could have been alleged based on the facts alleged in the operative complaint. The Settlement Agreement contains additional details about the scope of the release.

IS ANYONE REPRESENTING ME REGARDING THIS SETTLEMENT?

The Court has ordered, for purposes of this Settlement, the interests of Plaintiffs and the Settlement Class Members are represented by:

JUSTICE LAW CORPORATION

Douglas Han

Shunt Tatavos-Gharajeh

Phillip Song

751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103

Telephone: (818) 230-7502, Facsimile: (818) 230-7259

SHIMODA & RODRIGUEZ LAW, P.C.

Galen T. Shimoda

Justin P. Rodriguez

9401 East Stockton Blvd., Suite 120, Elk Grove, California 95624

Telephone: (916) 525-0716, Facsimile: (916) 760-3733

Class Members will not be charged separately for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Stipulation and Settlement of Class, Collective, and Representative Action (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may contact Class Counsel or the Settlement Administrator for copies of case documents.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at (888) 369-3780.

PLEASE DO NOT TELEPHONE OR CONTACT DEFENDANTS, DEFENSE COUNSEL, THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS REGARDING THE SETTLEMENT

If you have any questions about the settlement, you can contact Class Counsel:

CLASS COUNSEL

JUSTICE LAW CORPORATION

Douglas Han

Shunt Tatavos-Gharajeh

Phillip Song

751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103

Telephone: (818) 230-7502, Facsimile: (818) 230-7259

SHIMODA & RODRIGUEZ LAW, P.C.

Galen T. Shimoda

Justin P. Rodriguez

9401 East Stockton Blvd., Suite 120, Elk Grove, California 95624

Telephone: (916) 525-0716, Facsimile: (916) 760-3733

CLAIM FORM/FLSA CONSENT FORM AND CLASS MEMBER RELEASE

TO RECEIVE SETTLEMENT MONEY YOU MUST SIGN, DATE, AND TIMELY SEND PAGES 1 & 2 OF
THIS COMPLETED CLAIM FORM AND CLASS MEMBER RELEASE TO:

Grebe and Vargas v. MABCO
c/o Settlement Administrator
P.O. Box 26170, Santa Ana, CA 92799

CLAIMANT INFORMATION

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

SSN: «MERGED_Last4SSN» - (Please provide complete Social Security Number on Page 2 if not listed.)

Your share of the Settlement is based on your total number of workweeks worked as a non-exempt, hourly employee of Mary Ann's Baking Co., Inc. from April 6, 2016 through February 28, 2022 ("Class Period"). Mary Ann's Baking Co., Inc.'s records show, within that period, you worked the following number of workweeks: «MERGED_WW_CALC». Based on this information, your estimated share of the Settlement is \$«MERGED_EstSettAmnt_CALC». Your actual final share may vary from this amount depending on the number of timely and valid claims submitted by Class Members. A check for your share of the Settlement will be mailed to you only if you complete and timely return this Claim Form/FLSA Consent Form and Class Member Release, it is determined to be valid, and the Court grants final approval of the Settlement. If you do not submit this Claim Form, you will still be subject to this settlement and will still release your claims. If you do not wish to participate in the Settlement you may opt out of the settlement by timely submitting a request for exclusion from the Settlement to the Settlement Administrator, as explained in the attached Class Notice.

If the information listed above is correct, and you wish to receive a settlement award, you must sign and date this form below, and timely send it to the address noted above. To be timely, this form must be postmarked on or before February 13, 2023. (If you wish to have a confirmation that the Settlement Administrator received your Claim Form, send via Certified U.S. mail, with a return receipt requested).

If your address is incorrectly identified above, you must complete the "Change of Address" form on Page 2 of this Claim Form.

CLASS MEMBER RELEASE

I would like to receive my share of settlement funds.

I agree that if approved by the Court, the proposed Settlement will be binding on me and the members of the class and will bar me and any Class Member who does not timely opt out of the Settlement from bringing any claims against Mary Ann's Baking Co., Inc. (including its present and former affiliates and all of its officers, directors, owners, partners, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them - collectively, the "Released Parties") from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that are alleged in the Action, or could have been alleged in the Action based on the facts alleged therein, for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, regular rate calculations, failure to pay for all hours worked (including off-the-clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, donning and doffing, pre or post shift work or testing or inspections, expense reimbursement claims, reporting time, failure to provide, permit, or correctly pay sick leave under all state or federal law (including but not limited to the Families First Coronavirus Response Act), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, failure to pay waiting time penalties, or violations of the Fair

Labor Standard Act, 29 U.S.C. section 201 *et seq.* that occurred during the Class Period. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 *et seq.*, 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802 as well as claims under Business and Professions Code section 17200 *et seq.*, and/or Labor Code Sections 2698 *et seq.* based on alleged violations of the above Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201 *et seq.*, and 29 C.F.R. § 826.150, as alleged in the Action.

I have reviewed the Class Notice and this Claim Form/FLSA Consent Form, and I consent to join in this action and have the named Plaintiffs and their counsel represent me in this lawsuit.

I understand and agree that after receiving my timely signed and dated Claim Form/FLSA Consent Form, and following Court approval of this class settlement, the Settlement Administrator will mail a check to me for my share of the Settlement. This check will be in full settlement of the Released Claims, as set forth above. I further understand and agree that, regardless of whether or not I cash the check issued to me, the Settlement will be binding on me.

IF YOU DO NOT CASH YOUR CHECK WITHIN ONE HUNDRED AND EIGHTY (180) DAYS FOLLOWING THE POSTMARK DATE OF THE MAILING OF THE SETTLEMENT CHECK TO YOU, YOUR CHECK WILL BE VOID AND ALL AMOUNTS REMAINING FROM VOIDED AND UNCASHED CHECKS SHALL BE SENT TO THE STATE OF CALIFORNIA UNCLAIMED PROPERTY FUND AND SHALL BE AVAILABLE TO BE CLAIMED FROM THE CALIFORNIA STATE CONTROLLER'S OFFICE. WHETHER OR NOT YOU CASH YOUR CHECK, YOU WILL BE DEEMED TO HAVE WAIVED IRREVOCABLY ANY RIGHT OR CLAIM TO YOUR SETTLEMENT SHARE.

I agree the information shown on this Claim Form/FLSA Consent Form is true and correct to the best of my knowledge, and I hereby expressly agree to opt-in to the Settlement.

Date

Signature

If you signed and dated immediately above and have no change of address or corrections to your total number of workweeks, do NOT complete below.

CHANGE OF ADDRESS:

ONLY FILL OUT THIS FORM IF YOUR ADDRESS IS NOT LISTED CORRECTLY ON PAGE 1. PLEASE PRINT CLEARLY

If you have any address correction, please note it in the space provided below and return this with your Claim Form to the Settlement Administrator, at the address noted on page 1. If making corrections, please also enter your daytime telephone number and Social Security Number in the spaces below.

SSN: _____

FULL NAME: _____

NEW ADDRESS: _____

DAYTIME TELEPHONE NUMBER: _____

I declare that the information provided by me is true and correct to the best of my knowledge.

Date

Signature

CORTE SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE SACRAMENTO

Michael Grebe y Silvia Madrigal Vargas v. Mary Ann's Baking Co., Inc.

Caso No. 34-2020-00285254

NOTIFICACIÓN DE ACUERDO DE ACCIÓN DE CLASE PROPUESTO

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

Para: Todos los individuos no exentos por hora que realizaron trabajo por cualquier cantidad de tiempo en Mary Ann's Baking Co., Inc. como empleados no exentos, por hora, independientemente del cargo, en California en cualquier momento entre el 6 de abril del 2016 y el 28 de febrero del 2022, inclusive.

**POR FAVOR, LEA ATENTAMENTE ESTA NOTIFICACIÓN.
SUS DERECHOS PUEDEN VERSE AFECTADOS.**

**PODRÍA TENER DERECHO A RECIBIR DINERO
DE ESTE ACUERDO PROPUESTO.**

DEBE TOMAR ACCIÓN PARA RECIBIR UN PAGO DEL ACUERDO, COMO SE DESCRIBE A CONTINUACIÓN.

La Corte aprobó esta notificación. La presente no constituye una solicitud por parte de un abogado.

POR FAVOR, LEA ATENTAMENTE ESTA NOTIFICACIÓN. PUEDE AFECTAR SUS DERECHOS LEGALES.

¿POR QUÉ RECIBE ESTA NOTIFICACIÓN?

Ha recibido esta Notificación porque ha sido identificado como un miembro de la clase que puede tener derecho a recibir dinero de este acuerdo.

Esta Notificación describe un acuerdo propuesto del juicio de acción de clase titulado *Michael Grebe y Silvia Madrigal Vargas v. Mary Ann's Baking Co., Inc.* ("Juicio"). Se le envía esta Notificación por orden de la Corte Superior del Condado de Sacramento, que homologó de forma preliminar el acuerdo y certificó condicionalmente la clase el 31 de octubre del 2022. Esta Notificación le informa sobre los términos del acuerdo propuesto, describe sus derechos en relación con el acuerdo y explica qué pasos puede seguir para recibir dinero del acuerdo, y oponerse a él o excluirse de él. Si usted no hace un reclamo para recibir dinero del acuerdo ni se excluye del acuerdo, y el acuerdo recibe la homologación definitiva de la Corte, quedará sujeto a los términos del acuerdo y cualquier sentencia definitiva.

¿DE QUIÉ SE TRATA ESTE JUICIO?

El Juicio, que se presentó el 14 de septiembre del 2020, alega que los miembros de la clase no fueron compensados adecuadamente. El Juicio alega los siguientes reclamos: (1) no se pagaron todos los salarios adeudados, incluso salarios mínimos y pago por horas extra y licencia por enfermedad; (2) no se proporcionaron períodos de comida y/o pago de primas por períodos de comida no tomados; (3) no se autorizaron ni se permitieron períodos de descanso y/o el pago de primas por no proporcionar períodos de descanso; (4) no se pagaron todos los salarios adeudados durante el empleo y en el despido o renuncia; (5) no se proporcionaron talones de cheque legalmente obligatorios; (6) no reembolsaron los gastos comerciales; (7) prácticas comerciales injustas; (8) sanciones civiles en virtud de la Ley de Procuraduría General Privada ("PAGA"); y (9) todos los daños, reparaciones, sanciones, intereses y otros montos recuperables bajo esas causas de acción conforme a la ley de California, lo que incluye, entre otros, el Código Laboral de California, la Orden Salarial 7-2001 de IWC y la Ley de Competencia Desleal de California, con respecto a los hechos alegados, o que podrían alegarse, en el Juicio.

El Demandado Mary Ann's Baking Co., Inc. niega todos los reclamos y argumentos alegados por los Demandantes, y la Corte no ha tomado una decisión respecto de los méritos del caso. Después de participar en una investigación profunda y una mediación de todo un día ante un mediador con experiencia, los Demandantes y el Demandado llegaron a un acuerdo que la Corte homologó de manera preliminar el 31 de octubre del 2022. Los Demandantes y el Abogado de la Clase respaldan el acuerdo.

¿QUÉ ES UNA ACCIÓN DE CLASE?

En un juicio de acción de clase, una o más personas demandan en nombre de otras personas que tienen reclamos similares. Micheal Grebe y Silvia Vargas son los Representantes de la Clase (también llamados Demandantes o Demandantes Principales) en el Juicio, quienes afirman reclamos en nombre de ellos mismos y de la clase. Mary Ann's Baking Co., Inc. ("MABCO" o "Demandado") es el Demandado. Una acción de clase permite a la Corte resolver los reclamos de todos los miembros de la clase al mismo tiempo. Un miembro de la clase está obligado por la decisión o sentencia dictada en el caso, ya sea que los miembros ganen o pierdan, y no puede iniciar su propio juicio sobre los mismos reclamos que fueron resueltos en la acción de clase. Una acción de clase le permite a la corte resolver todas las cuestiones en un juicio para todos los miembros de la clase que opten por no excluirse de la clase. La Corte aquí ha certificado de manera preliminar este caso como clase solo para fines del acuerdo; la Corte no ha tomado ninguna decisión ni expresado una opinión con respecto a si este caso puede proceder como acción de clase fuera del contexto de este acuerdo propuesto.

¿QUIÉNES ESTÁN INCLUIDOS EN LA CLASE DEL ACUERDO?

Todos los individuos no exentos por hora que realizaron trabajo por cualquier cantidad de tiempo en MABCO como empleados no exentos, por hora, independientemente del cargo, en California en cualquier momento entre el 6 de abril del 2016 y el 28 de febrero del 2022, inclusive ("Período de la Clase").

¿CUÁLES SON LOS TÉRMINOS DEL ACUERDO DE LA CLASE?

El Demandado pagará una suma de no más que el Valor Bruto del Fondo de \$600,000 para el pago total de todos los reclamos que surjan de la Acción sobre la base de reclamos formulados y reversibles. Además, el Demandado estará obligado a pagar y pagará la parte del empleador de todos los impuestos sobre la nómina adeudados en relación con la parte del acuerdo que constituye salarios. Después de los honorarios y costos de los abogados, el aumento en el pago a los Demandantes, un pago a la Agencia de Desarrollo Laboral y de Fuerza de Trabajo de California ("LWDA") y los costos de la administración del acuerdo se deducen del Valor Bruto del Fondo, todo el "Importe Neto del Acuerdo" ("NSA") restante se distribuirá de manera prorrateada entre todos los Miembros de la Clase que enviaron un Formulario de Demanda oportuno y válido. Cada Miembro de la Clase que presente un Formulario de Demanda oportuno y válido tendrá derecho a un Pago Individual del Acuerdo que consiste en su parte del Importe Neto del Acuerdo. Si el monto de los Pagos Individuales del Acuerdo reclamados es inferior al cuarenta por ciento (40%) del NSA, el Demandado estará obligado a pagar solo el Importe Mínimo del Acuerdo, que equivaldrá al cuarenta por ciento (40%) del NSA. (Tenga en cuenta: como se indica a continuación, los Miembros de la Clase no pueden excluirse del acuerdo de los reclamos en virtud de la PAGA, es decir, la parte de la PAGA del acuerdo).

Sujeto a la aprobación de la Corte, el Valor Bruto del Fondo se asignará de la siguiente manera:

- Pagos Individuales del Acuerdo: Cada Miembro de la Clase que envíe un Formulario de Demanda oportuno y válido ("Miembro de la Clase del Acuerdo") tendrá derecho a un Pago Individual del Acuerdo, que se calculará dividiendo el número de semanas laborales trabajadas por el Miembro Individual de la Clase del Acuerdo por todas las semanas laborales trabajadas por la Clase durante el Período de la Clase, multiplicado por el Importe Neto del Acuerdo (es decir, (el número de semanas laborales individuales trabajadas /semanas laborales totales trabajadas por la Clase) x el Importe Neto del Acuerdo). La información sobre cómo impugnar sus semanas laborales trabajadas se puede encontrar a continuación.
- Aumento en el Pago para el Representante de la Clase: Micheal Grebe y Silvia Vargas, los Demandantes Principales, solicitarán de la Corte un aumento en el pago de \$10,000 cada uno en reconocimiento de sus esfuerzos y riesgos al llevar adelante el Juicio y a cambio de celebrar una Exoneración General del Demandado. El Demandado no se

opone a este aumento en el pago solicitado. Este importe se pagará del Valor Bruto del Fondo, y cualquier suma que no se otorgue regresará al Importe Neto del Acuerdo para su distribución.

- Costos y honorarios de abogados: El Abogado de la Clase solicitará que la Corte apruebe los honorarios de abogados sin exceder el treinta y cinco por ciento (35%) del Valor Bruto del Fondo (\$210,000), por la litigación y resolución de este Juicio más los costos y gastos reales sin exceder los \$18,500. El Demandado no se opone a los honorarios y costos solicitados. Esta suma se pagará del Valor Bruto del Fondo, y cualquier suma no aprobada por la Corte regresará al Importe Neto del Acuerdo para su distribución.
- Fondo en virtud de la PAGA: Se asignarán \$20,000 del Valor Bruto del Fondo para el pago de conformidad con la Ley de Procuraduría General Privada del 2004 ("PAGA"). El setenta y cinco por ciento (75%) de la asignación (\$15,000) se pagará a la LWDA según lo exige la ley; y el veinticinco por ciento (25%) de la asignación (\$5,000) se distribuirá como parte del Importe Neto del Acuerdo.
- Costos de la Administración del Acuerdo: El costo de la administración del acuerdo es de aproximadamente \$10,500, que cubre tareas tales como el envío por correo y el seguimiento de esta Notificación, el envío de cheques y formularios de impuestos, e informar a las Partes y a la Corte. Este pago se realizará a Simpluris, Inc. ("Simpluris"), que actúa como Administrador del Acuerdo en este caso. Esta suma se pagará del Valor Bruto del Fondo, y cualquier suma no aprobada por la Corte regresará al Importe Neto del Acuerdo para su distribución.
- Todos los cheques emitidos a los Miembros de la Clase del Acuerdo seguirán siendo válidos y negociables durante ciento ochenta (180) días a partir de la fecha en que se emiten. Después de ese tiempo, todos los fondos representados por cheques no cobrados se distribuirán conforme al artículo 384(a)(3) del Código Procesal Civil de California, según lo determine la Corte en la homologación definitiva.

La validez y exigibilidad del Acuerdo, incluso la exoneración de los reclamos de los Miembros de la Clase, no dependen de una cantidad mínima de Formularios de Demanda válidos y oportunos presentados por los Miembros de la Clase. Los Miembros de la Clase que no presenten un Formulario de Demanda aún quedarán sujetos a este acuerdo y exonerarán sus reclamos. Se considerará que los Miembros de la Clase que no se excluyan han renunciado a ciertos reclamos contra el Demandado y sus afiliados actuales y anteriores y todos sus funcionarios, directores, propietarios, socios, empleados, agentes, servidores, representantes registrados, abogados, aseguradores, sucesores, y cesionarios, y cualquier otra persona que actúe en su nombre, por su intermedio, bajo sus órdenes y junto a ellos ("Partes Exoneradas").

Los Reclamos Exonerados incluyen todos y cada uno de los reclamos, deudas, responsabilidades, demandas, obligaciones, sanciones, pago de primas, garantías, costos, gastos, honorarios de abogados, daños, acciones o causas de acción de cualquier tipo o naturaleza, conocidos o desconocidos, contingentes o acumulados, conforme a cualquier teoría legal en virtud de la ley federal o estatal que se alegan en la Acción, o que podrían haber sido alegados en la Acción con base en los hechos alegados en ella, para cualquier falta de pago de todos los salarios adeudados (incluido el salario mínimo y el salario por horas extra), reclamos relacionados con el redondeo, períodos de gracia, tolerancia de turnos, cálculos de tarifas regulares, falta de pago de todas las horas trabajadas (incluido el trabajo sin fichar), no proporcionar períodos de comida y descanso, proporcionar períodos de comida cortos/tardíos, no relevar de todas las tareas durante los períodos de comida y descanso, falta de pago oportuno de salarios y salarios finales, no calcular adecuadamente la tarifa regular de pago, tiempo dedicado a ponerse y quitarse la ropa, trabajo previo o posterior al turno o pruebas o inspecciones, reclamos de reembolso de gastos, tiempo por presentarse a trabajar, no proporcionar, permitir o pagar correctamente licencia por enfermedad conforme a todas las leyes estatales o federales (incluida, entre otras, la Ley de Respuesta al Coronavirus de Familias Primero), no proporcionar talones de cheque precisos que incluyen reclamos derivados y/o relacionados con estos reclamos, daños liquidados, conversión de salarios, violaciones de mantenimiento de registros, no pagar sanciones por mora intencional en el pago de los montos debidos después de la desvinculación, o violaciones de la Ley de Estándares de Trabajo Justo, 29 U.S.C., artículo 201 *et seq.* que tuvieron lugar durante el Período de la Clase. Esta Exoneración incluirá todos los reclamos y teorías que surjan en virtud del Código Laboral de California, órdenes salariales y regulaciones aplicables, incluso los Artículo 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 *et seq.*, 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 y 2802 del Código Laboral y los reclamos en virtud del artículo 17200 *et seq.* del Código de Negocios y Profesiones, y/o los Artículos 2698 *et seq.* del Código Laboral sobre la base de supuestas violaciones de las disposiciones anteriores del Código Laboral de California y el artículo 201 *et seq.* de la Ley de Estándares de Trabajo Justo, Título 29 y § 826.150, Título 29, como se

alega en la Acción. La exoneración de los reclamos incluirá la exoneración del Artículo 1542 del Código Civil únicamente como reclamos exonerados. La exoneración excluirá expresamente todos los demás reclamos, incluidos los reclamos por beneficios adquiridos en virtud de los planes ERISA o Taft-Hartley, despido injustificado, seguro de desempleo, seguro por discapacidad, Seguro Social, indemnización por accidentes de trabajo y reclamos de clase fuera del período de clase ("Reclamos Exonerados"). Los Miembros de la Clase no pueden excluirse del acuerdo en lo que se refiere a los reclamos en virtud de la PAGA y la exoneración de los reclamos en virtud de la PAGA. El Demandado también obtendrá una exoneración de los reclamos en virtud de la FLSA, pero solo con respecto a aquellos Miembros de la Clase que presenten un Formulario de Demanda válido y oportuno. Este descargo se aplicará a las reclamaciones que surjan en cualquier momento hasta el 28 de febrero de 2022.

¿QUÉ NECESITO HACER PARA RECIBIR UN PAGO DEL ACUERDO?

Debe completar el Formulario de Demanda adjunto y enviarlo a Simpluris a más tardar el 13 de febrero del 2023. Luego, recibirá un pago del acuerdo si el acuerdo recibe la homologación definitiva y no toma medidas afirmativas para excluirse del acuerdo, como se explica a continuación. Si se muda, contacte al Administrador del Acuerdo para actualizar su dirección. Se le enviará por correo su pago del acuerdo a la dirección más reciente en el archivo del Administrador del Acuerdo. Es su responsabilidad mantener al Administrador del Acuerdo actualizado sobre su información personal. Puede contactar al Administrador del Acuerdo por correo postal, correo electrónico o teléfono:

Grebe y Vargas v. MABCO
c/o Administrador del Acuerdo
P.O. Box 26170, Santa Ana, CA 92799
Tel: (888) 369-3780
casesupport@simpluris.com

¿CÓMO IMPUGNO MIS SEMANAS LABORALES?

Su reclamo se basa en el número total de semanas laborales entre el 6 de abril del 2016 y el 28 de febrero del 2022. Los registros de MABCO indican que usted trabajó «MERGED_WW_CALC» semanas laborales durante el Período de la Clase. Según esta información, se estima que su pago bruto del acuerdo será de \$«MERGED_EstSettAmnt_CALC». El monto real de su pago puede ser superior o inferior.

SOLO si impugna el cálculo de MABCO de sus semanas laborales, envíe por correo una carta al Administrador del Acuerdo que explique por qué no está de acuerdo. Sea lo más específico posible e incluya copias de los documentos de respaldo, como talones de cheque o registros de tiempo. La decisión del Administrador del Acuerdo será definitiva.

Las impugnaciones se deben enviar por correo a la dirección a continuación y deben tener sello postal a más tardar del 13 de febrero del 2023:

Grebe y Vargas v. MABCO
c/o Administrador del Acuerdo
P.O. Box 26170, Santa Ana, CA 92799
Tel: (888) 369-3780

¿QUÉ SUCEDERÍA SI NO QUIERO PARTICIPAR EN ESTE ACUERDO?

A excepción del acuerdo de los reclamos en virtud de la PAGA, tiene derecho a solicitar su exclusión del acuerdo, es decir, a solicitar la exclusión a la parte de la clase (no PAGA) del acuerdo ("acuerdo de la clase"). Para hacerlo, debe enviar una solicitud de exclusión de la clase por escrito al Administrador del Acuerdo a la siguiente dirección:

Grebe y Vargas v. MABCO
c/o Administrador del Acuerdo
P.O. Box 26170, Santa Ana, CA 92799
Tel: (888) 369-3780

Para que sea válida, la solicitud de exclusión del acuerdo de la clase por escrito debe: (1) indicar el nombre del caso (2) incluir las siguientes declaraciones, o una declaración similar: "Deseo excluirme del acuerdo del juicio de la acción de

clase titulado *Michael Grebe y Silvia Vargas v. Mary Ann's Baking Co., Inc.* Comprendo que, si me excluyo del acuerdo de la clase, no recibiré dinero del acuerdo de la clase que se describe en esta Notificación"; (3) contener el nombre, la dirección y el número de teléfono y los últimos cuatro dígitos del número del Seguro Social de la persona que solicita excluirse; (4) estar firmado por el Miembro de la Clase; y (5) se debe enviar al Administrador del Acuerdo a la dirección de arriba y con sello postal a más tardar del 13 de febrero del 2023. Salvo que solicite a tiempo su exclusión del acuerdo de la clase, estará sujeto a la sentencia posterior a la homologación definitiva del acuerdo, lo que incluye la Exoneración descrita en esta Notificación.

Si se excluye de manera oportuna del acuerdo de clase, no tendrá derecho a recibir ningún pago en virtud del acuerdo de clase. El Abogado de la Clase no representará sus intereses si se excluye. **LOS MIEMBROS DE LA CLASE NO PUEDEN EXCLUIRSE DEL ACUERDO DE LOS RECLAMOS EN VIRTUD DE LA PAGA, INCLUSO SI SE EXCLUYE DEL ACUERDO DE CLASE, RECIBIRÁ UN PAGO POR LA EXONERACIÓN DE LOS RECLAMOS EN VIRTUD DE LA PAGA, Y TODOS LOS RECLAMOS EN VIRTUD DE LA PAGA CUBIERTOS POR LA EXONERACIÓN SE EXTINGUIRÁN POR EFECTO DE LA LEY.**

¿QUÉ SUCEDERÍA SI DESEO OPONERME A ESTE ACUERDO?

Todo Miembro de la Clase que no solicite ser excluido del acuerdo de clase puede oponerse al acuerdo. Tenga en cuenta que oponerse no es lo mismo que excluirse. Enviar una oposición *no* lo excluirá de la Clase; en cambio, debe permanecer en la clase para oponerse. Si se rechaza su oposición, aún quedará sujeto al acuerdo.

Si desea oponerse al acuerdo, puede enviar su Oposición por escrito al Administrador del Acuerdo que indique la razón o los motivos de su oposición del acuerdo. Puede oponerse a cualquiera de los términos del Acuerdo, incluidos, entre otros, los honorarios de los abogados propuestos, el Aumento en el Pago al Representante de la Clase o el pago al Administrador del Acuerdo. La Oposición por escrito debe estar firmada por usted y debe incluir: (1) el nombre del caso, (2) su nombre completo y dirección más reciente, (3) los últimos cuatro dígitos de su Número de Seguro Social; y (4) su firma. La Oposición escrita debe ser enviada al Administrador del Acuerdo (cuya dirección se enumera a continuación) y debe tener sello postal a más tardar del 13 de febrero del 2023. Las Oposiciones que no se presenten a tiempo no serán tenidas en cuenta.

Si lo desea, también puede comparecer en la Audiencia de Homologación Definitiva fijada para el 21 de abril del 2023 a las 9:00 a. m. en el Departamento 25 de la Corte Superior del Condado de Sacramento ubicado en 720 9th Street, Sacramento, California 95814, y debatir sus oposiciones ante la Corte y las Partes. La Audiencia de Homologación Definitiva podrá ser continuada en otra fecha sin brindar ninguna otra notificación.

Tiene derecho a contratar su propio abogado, a su exclusivo costo y cargo, para que presente una oposición o comparezca en su nombre a la Audiencia de Homologación Definitiva.

¿QUÉ SUCEDERÍA SI NO ME EXCLUYO DEL ACUERDO?

El acuerdo, si recibe la homologación definitiva de la Corte, será vinculante para todos los Miembros de la Clase que no soliciten excluirse del acuerdo de clase, envíen o no un Formulario de Demanda y cobren o no oportunamente sus pagos individuales del acuerdo. La homologación definitiva del acuerdo de clase evitará a cualquier Miembro de la Clase que no se excluya del acuerdo inicie un juicio u otro procedimiento con respecto a un reclamo que se originó durante el Período de la Exoneración (es decir, entre el 6 de abril del 2016 y el 28 de febrero del 2022) que fue alegado o que podría haberse alegado en la demanda vigente. La homologación definitiva del acuerdo también evitará que todos los Miembros de la Clase inicien una acción en virtud de la PAGA o procedimiento con respecto a un reclamo en virtud de la PAGA que se originó durante el Período de la Exoneración que se alegó o podría haberse alegado en la demanda vigente. El Acuerdo contiene detalles adicionales sobre el alcance de la exoneración.

¿ALGUIEN ME REPRESENTA CON RESPECTO A ESTE ACUERDO?

La Corte ha ordenado, a los fines de este Acuerdo, que los intereses de los Demandantes y de los Miembros de la Clase del Acuerdo sean representados por:

JUSTICE LAW CORPORATION

Douglas Han

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SHIMODA & RODRIGUEZ LAW, P.C.

Galen T. Shimoda

Justin P. Rodriguez

9401 East Stockton Blvd., Suite 120, Elk Grove, California 95624

Teléfono: (916) 525-0716, Fax: (916) 760-3733

No se les cobrará por separado a los Miembros de la Clase por estos servicios de los abogados. Si desea que lo represente su propio abogado, puede contratar a uno a su propio cargo.

INFORMACIÓN ADICIONAL

Lo anterior es solo un resumen del Acuerdo. Para ver una copia de la Estipulación y Acuerdo de Acción de Clase, Colectiva y Representativa (que define los términos en mayúsculas utilizados en esta Notificación y proporciona un breve resumen de lo que sucedió en el Juicio), la Orden de Homologación Preliminar de la Corte, la solicitud del Abogado de la Clase de honorarios y costos de los abogados, la demanda vigente presentada en el Juicio y otros documentos presentados relacionados con el Juicio y este Acuerdo, puede comunicarse con el Abogado de la Clase o el Administrador del Acuerdo para obtener copias de los documentos del caso.

SI NECESITA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA, puede comunicarse con el Administrador del Acuerdo al (888) 369-3780.

NO LLAME NI CONTACTE A LOS DEMANDADOS, A LOS ABOGADOS DE LOS DEMANDADOS, EL SECRETARIO DE LA CORTE O EL JUEZ SI TIENE PREGUNTAS SOBRE EL ACUERDO

Si tiene alguna pregunta con respecto al acuerdo, puede comunicarse con los abogados de la Clase:

ABOGADOS DE LA CLASE

JUSTICE LAW CORPORATION

Douglas Han

Shunt Tatavos-Gharajeh

Phillip Song

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**FORMULARIO DE DEMANDA/FORMULARIO DE CONSENTIMIENTO DE LA
FLSA Y EXONERACIÓN DEL MIEMBRO DE LA CLASE**

PARA RECIBIR DINERO DEL ACUERDO, USTED DEBE FIRMAR, FECHAR Y ENVIAR
OPORTUNAMENTE LAS PÁGINAS 1 Y 2 DEL FORMULARIO DE DEMANDA COMPLETADO Y
EXONERACIÓN DEL MIEMBRO DE LA CLASE A:

Grebe y Vargas v. MABCO
c/o Administrador del Acuerdo
P.O. Box 26170, Santa Ana, CA 92799

INFORMACIÓN DEL DEMANDANTE

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»-«ZipDPC3»

Número del Seguro Social (SSN): «MERGED_Last4SSN» - (Brinde el Número del Seguro Social completo en la Página 2 si no aparece en la lista).

Su parte del Acuerdo se basa en su número total de semanas laborales trabajadas como empleado por hora no exento de Mary Ann's Baking Co., Inc. desde el 6 de abril del 2016 hasta el 28 de febrero del 2022 ("Período de la Clase"). Los registros de Mary Ann's Baking Co., Inc. muestran que, dentro de ese período, usted trabajó la siguiente cantidad de semanas laborales: «MERGED_WW_CALC». Con base en esta información, se estima que su parte del Acuerdo es de \$«MERGED_EstSettAmnt_CALC». Su parte final real puede variar de esta cantidad dependiendo de la cantidad de reclamos válidos y oportunos presentados por los Miembros de la Clase. Se le enviará por correo un cheque por su parte del Acuerdo solo si completa y devuelve a tiempo este Formulario de Demanda/Formulario de Consentimiento de la FLSA y Exoneración del Miembro de la Clase, se determina que es válido y la Corte otorga la homologación definitiva del Acuerdo. Si no envía este Formulario de Demanda, aún quedará sujeto a este acuerdo y aún exonerará sus reclamos. Si no desea participar en el Acuerdo, puede excluirse del acuerdo presentando de manera oportuna una solicitud de exclusión del Acuerdo al Administrador del Acuerdo, como se explica en la Notificación de la Clase que se adjunta.

Si la información mencionada anteriormente es correcta y desea recibir una adjudicación del acuerdo, debe firmar y fechar este formulario a continuación y enviarlo de manera oportuna a la dirección indicada anteriormente. Para que sea oportuno, este formulario debe tener sello postal a más tardar del 13 de febrero del 2023. (Si desea recibir una confirmación de que el Administrador del Acuerdo ha recibido su Formulario de Demanda, envíe un correo certificado de los EE. UU. con acuse de recibo).

Si su dirección es incorrecta arriba, debe completar el formulario de "Cambio de domicilio" en la Página 2 de este Formulario de Demanda.

EXONERACIÓN DEL MIEMBRO DE LA CLASE

Deseo recibir mi parte de los fondos del acuerdo.

Acepto que, si la Corte lo aprueba, el Acuerdo propuesto será vinculante para mí y para los miembros de la clase y me prohibirá a mí y a cualquier Miembro de la Clase que no se excluya oportunamente del Acuerdo presentar cualquier reclamo contra Mary Ann's Baking Co., Inc. (incluidos sus afiliados del presente y del pasado y todos sus funcionarios, directores, propietarios, socios, empleados, agentes, servidores, representantes registrados, abogados, aseguradores, sucesores y cesionarios, y cualquier otra persona que actúe en su nombre, por su intermedio, bajo sus órdenes o junto a ellos. Colectivamente, las "Partes Exoneradas") de todos y cada uno de los reclamos, deudas, responsabilidades, demandas, obligaciones, sanciones, pago de primas, garantías, costos, gastos, honorarios de abogados, daños, acciones o causas de acción de cualquier tipo o naturaleza, conocidos o desconocidos, contingentes o acumulados, conforme a cualquier teoría legal en virtud de la ley federal y estatal que se alegan en la Acción, o que podrían haber sido alegados en la Acción con base en los hechos alegados en ella, para cualquier falta de pago de todos los salarios adeudados (incluido el salario mínimo y el salario por horas extra), reclamos relacionados con el redondeo, períodos de gracia, tolerancia de turnos, cálculos de tarifas regulares, falta de pago de todas las horas trabajadas (incluido el trabajo sin fichar), no proporcionar períodos de comida y descanso, proporcionar períodos de comida cortos/tardíos, no relevar de todas las tareas durante los períodos de comida y descanso, falta de pago oportuno de salarios y salarios finales, no calcular adecuadamente la tarifa regular de pago, tiempo dedicado a ponerse y quitarse la ropa, trabajo previo o posterior al turno o pruebas

o inspecciones, reclamos de reembolso de gastos, tiempo por presentarse a trabajar, no proporcionar, permitir o pagar correctamente licencia por enfermedad conforme a todas las leyes estatales o federales (incluida, entre otras, la Ley de Respuesta al Coronavirus de Familias Primero), no proporcionar talones de cheque precisos que incluyen reclamos derivados y/o relacionados con estos reclamos, daños liquidados, conversión de salarios, violaciones de mantenimiento de registros, no pagar sanciones por mora intencional en el pago de los montos debidos después de la desvinculación, o violaciones de la Ley de Estándares de Trabajo Justo, 29 U.S.C., artículo 201 *et seq.* que tuvieron lugar durante el Período de la Clase. Esta Exoneración incluirá todos los reclamos y teorías que surjan en virtud del Código Laboral de California, órdenes salariales y regulaciones aplicables, incluso los Artículo 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 *et seq.*, 432.5, 432.7, 510, 511, 512, 515, 517, 551, 552, 558, 1024.5, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 y 2802 del Código Laboral y los reclamos en virtud del artículo 17200 *et seq.* del Código de Negocios y Profesiones, y/o los Artículos 2698 *et seq.* del Código Laboral sobre la base de supuestas violaciones de las disposiciones anteriores del Código Laboral de California y el artículo 201 *et seq.* de la Ley de Estándares de Trabajo Justo, Título 29 y § 826.150, Título 29, como se alega en la Acción.

He revisado la Notificación de Clase y este Formulario de Demanda/Formulario de Consentimiento de la FLSA, y doy mi consentimiento para unirme a esta acción y que los Demandantes Principales y sus abogados me representen en este juicio.

Entiendo y acepto que después de recibir mi Formulario de Demanda/Formulario de Consentimiento de la FLSA firmado y fechado de manera oportuna, y después de la aprobación de la Corte de este acuerdo de clase, el Administrador del Acuerdo me enviará un cheque por mi parte del Acuerdo. Este cheque será una acuerdo total de los Reclamos Exonerados, como se establece anteriormente. Además, comprendo y acepto que, independientemente de si cobro o no el cheque emitido a mi nombre, el Acuerdo será vinculante para mí.

SI NO COBRA SU CHEQUE DENTRO DE CIENTO OCHENTA (180) DÍAS DESPUÉS DE LA FECHA EN EL SELLO POSTAL DEL ENVÍO POR CORREO DEL CHEQUE DEL ACUERDO, SU CHEQUE SERÁ ANULADO. TODOS LOS MONTOS RESTANTES DE LOS CHEQUES ANULADOS Y NO COBRADOS SE ENVIARÁN AL FONDO DE PROPIEDAD NO RECLAMADA DEL ESTADO DE CALIFORNIA Y QUEDARÁN DISPONIBLES PARA SER RECLAMADOS DE LA OFICINA DEL CONTROLADOR DEL ESTADO DE CALIFORNIA. COBRE O NO SU CHEQUE, SE CONSIDERARÁ QUE HA RENUNCIADO DE MANERA IRREVOCABLE A CUALQUIER DERECHO O RECLAMO CON RESPECTO A SU PARTE DEL ACUERDO.

Acepto que la información que se indica en este Formulario de Demanda/Formulario de Consentimiento de la FLSA es verdadera y correcta según mi leal saber y entender, y por el presente, acepto expresamente incluirla en el Acuerdo.

Fecha

Firma

Si firmó y puso la fecha inmediatamente arriba y no tiene ningún cambio de dirección o correcciones a su número total de semanas laborales, NO complete a continuación.

CAMBIO DE DIRECCIÓN:

COMPLETE ESTE FORMULARIO SOLO SI SU DIRECCIÓN NO SE INDICA CORRECTAMENTE EN LA PÁGINA 1. POR FAVOR ESCRIBA CON LETRA CLARA.

Si tiene alguna corrección de dirección, anótela en el espacio proporcionado a continuación y devuélvala con su Formulario de Demanda al Administrador del Acuerdo, a la dirección que se indica en la página 1. Si realiza correcciones, también ingrese su número de teléfono diurno y Número de Seguro Social en los espacios a continuación.

Número del Seguro Social (SSN): _____

NOMBRE COMPLETO: _____

NUEVA DIRECCIÓN: _____

NÚMERO DE TELÉFONO DURANTE EL DÍA: _____

Declaro que la información proporcionada por mí es verdadera y correcta a mi leal saber y entender.

Fecha

Firma

EXHIBIT B



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	14868V2	Prepared By:	Michael Sutherland
Estimate Date:	6/9/2022	Direct Dial #:	424-223-6067
		Email:	msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: Justin Rodriguez
Firm: Shimoda Law
Email:

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Grebe, et al. v. Mary Ann's Baking Co: All In Settlement

Anticipated Total Cost:	\$10,939
Capped Fee:	\$10,800

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	550	Undeliverable Rate:	10%
Response Rate:	25%	Call Rate:	10%
Mailing Document Language:	English/Spanish	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	Escheat	State(s):	CA
		Tax Years	Two

Case Setup

Data Completion - Develop Case Specific Response Tracking - Filter Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	6	\$750.00
Translation and Mailing in two languages	\$750.00	1	\$750.00
Database Manager - Initial Data Analysis	\$140.00	8	\$840.00
Total			\$2,340.00

Notification

Notice Packet - 1st Notice - Double Stamp - English			
Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.00	550	\$550.00
Postage	\$0.53	550	\$291.50
NCO/CASS/LACS	\$0.05	550	\$27.50
Undeliverable Processing	\$0.25	55	\$13.75
Skip Trace RUM	\$1.00	55	\$55.00
Remail Notice Packet	\$1.20	47	\$56.10
Remail Postage	\$0.58	47	\$27.12
Mailing Supervisor	\$50.00	2	\$100.00
Total			\$1,120.97

Call Center

Relationship Case Specific Toll-free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	6	\$450.00
800 # Charges	\$0.10	360	\$36.00
Total			\$486.00



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Administration

Process Mail To Out Of State Jurisdiction			
Category	Unit Value	# of Units	Total
Database Manager	\$125.00	3	\$375.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	138	\$343.75
Claim Processing	\$3.00	138	\$412.50
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	3	\$375.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$1,631.25

Distribution

Setup and Disbursement Account			
Print & Mail Checks to Class Members W/2/1099s - File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check-W2, 1099, 2 pg. notice	\$2.00	138	\$275.00
Postage	\$0.53	138	\$72.88
Process Returned Checks	\$0.50	1	\$0.69
Skip Trace Search Undeliverable Checks	\$3.00	1	\$4.13
Remail Checks	\$4.00	1	\$5.50
Postage	\$0.58	1	\$0.80
QSF Account Reconciliation	\$250.00	2	\$500.00
Individual Federal/State Tax Reporting	\$250.00	1	\$250.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee	\$1,000.00	2	\$2,000.00
Reissuing Checks/Mailing	\$3.00	1	\$4.13
Postage	\$0.58	1	\$0.80
Escheat management	\$100.00	1	\$137.50
Disbursement Manager	\$125.00	2	\$250.00
Total			\$4,796.41



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800-779-2104 www.simpluris.com

Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	2	\$100.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$600.00

Postage \$391.49

Total Case Costs

\$10,938.62

Douglas Han (SBN 232858)
 Shunt Tatavos-Gharajeh (SBN 272164)
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 Justin P. Rodriguez (Cal. State Bar No. 278275)
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 Elk Grove, CA 95624
 Telephone: (916) 525-0716
 Facsimile: (916) 760-3733

Attorneys for Plaintiff SILVIA MADRIGAL VARGAS

**SUPERIOR COURT OF CALIFORNIA
 FOR THE COUNTY OF SACRAMENTO**

MICHAEL GREBE, individually, and on
 behalf of other members of the general public
 similarly situated,

Plaintiff,

v.

MARY ANN'S BAKING CO., INC., a
 California corporation, and DOES 1 through
 100, inclusive,

Defendants.

Case No. 34-2020-00285254-CU-OE-GDS

CLASS ACTION

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

**DECLARATION OF SILVIA MADRIGAL
 VARGAS IN SUPPORT OF PLAINTIFFS'
 MOTION FOR FINAL APPROVAL OF CLASS,
 COLLECTIVE, AND REPRESENTATIVE
 ACTION SETTLEMENT**

Date: April 21, 2023

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill H. Talley

Filed: September 14, 2020

FAC Filed: May 12, 2022

Trial Date: None Set

1 I, Silvia Madrigal Vargas, declare:

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

5 2. I worked for Defendant Mary Ann's Baking Co., Inc. ("Defendant") from approximately
6 2011 to September 2020 as an hourly, non-exempt employee. I was subject to all of Defendant's policies
7 and practices that have been alleged as unlawful in the Complaint and the notice sent to the Labor and
8 Workforce Development Agency, including the following: failure to pay overtime, failure to provide
9 meal and rest periods or pay premiums in lieu thereof, failure to pay minimum wages, failure to timely
10 pay final wages, failure to provide accurate wage statements, failure to reimburse expenses, and failure
11 to pay all sick leave wages.

12 3. I have actively participated in the litigation of this case for the benefit of all Class
13 Members. Prior to obtaining an attorney, I performed several hours of research over a period of about a
14 month on the potential claims, so I could be sure I could have an informed discussion with the attorneys
15 about the claims and have a better idea of what to expect in litigation and how to help the case proceed.
16 After securing Shimoda & Rodriguez Law, PC, I continued to be actively involved in the case to help
17 ensure a positive outcome.

18 4. My attorneys explained to me the risks and benefits of bringing a class action and a claim
19 under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a class and
20 PAGA action meant that it would take substantially longer than pursuing my claims individually, whether
21 in Court or with the California Labor Commissioner, and that I risked getting nothing in the end, but I
22 believed it was important to make sure that Defendant followed the law for everyone. I understood that
23 I took on the risk, both professionally and financially, in pursuing the case as a class and PAGA action
24 rather than pursuing my claims individually. As a Class Representative, I also took on the risk of having
25 to pay Defendant's costs if we were unsuccessful in bringing our claims.

26 5. During the course of this litigation, I have given detailed accounts of all the facts related
27 to my employment. I provided my attorneys with extensive documentation that I believe supported the
28 claims brought against Defendant. I met with and assisted my attorneys in understanding these

1 documents and providing context for Defendant's payroll process as it applied to me and how I believed
2 it applied to Defendant's other employees. I worked there for a about nine (9) years, so I was able to
3 discuss the similarities of the wage and hour policies and practices among all Class Members.

4 6. The work I performed for this case included an extensive review of documents and payroll
5 practices to show and explain to my attorneys what was happening and why I thought it was unlawful.
6 For example, I searched for and reviewed an extensive amount of work-related documents and emails
7 from the nine (9) years that I worked for Defendant. I helped review and explain to my attorneys'
8 different documents such as paystubs, emails, schedules, policies, and handbooks. This was very
9 important because it helped not only with the minimum wage, overtime claims, meal and rest period
10 claims, sick leave, and reimbursement claims, but also with claims related to wage statements, and final
11 pay. The review became even more detailed when my attorneys asked me questions about the payroll
12 data sample that was produced as part of informal discovery to engage in mediation. Overall, I have
13 spent an enormous amount of time assisting in the prosecution of this case. I also spent time identifying
14 and speaking to many potential witnesses who could speak to my attorneys to give their own insights and
15 provide declarations. Ultimately, I was able to find at least six (6) witnesses who agreed to be contacted
16 by my attorneys. Since the settlement, I have also fielded questions by more than seven (7) Class
17 Members about this case and the process for receiving payment. Overall, I have spent numerous hours
18 of my time assisting in the prosecution of this case. I estimate that I spent about 90-110 hours assisting
19 with this case.

20 7. I participated in the negotiations and settlement discussions in this case, including
21 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
22 additional information needed to assist the negotiations, and discussing the potential terms of the
23 Stipulation and Settlement of Class, Collective, and Representative Action ("Agreement") to evaluate
24 its adequacy. Throughout the course of this litigation, I have asked questions when I needed
25 clarification about various aspects of this case to make sure there were continually steps taken to
26 advance the interests of Class Members.

27 8. I have not received any benefits as a result of filing this lawsuit. Instead, I have
28 experienced substantial burdens as a result of filing the lawsuit that other Class Members were not

1 subject to. For example, in bringing the lawsuit, I assumed the risk of having to pay Defendant's costs
2 if the Court or jury rules against us on the claims. My understanding is that this is a substantial risk
3 because the costs associated with litigation, in general, are very high and this cost is multiplied many
4 times over in complex litigation like class actions. I have spent a substantial amount of time in this
5 case, securing a monetary benefit for many individuals who have not had to undergo any of the time-
6 consuming litigation that I have had to experience in order to make sure everyone had the opportunity
7 to participate in the settlement. This is particularly challenging because I have a small child who was
8 about four (4) years old at the beginning of this case who always requires my support and attention.
9 Also, I have a disabled spouse who I am responsible for taking care of. Litigating this case has taken
10 substantial amounts of time from these familial responsibilities and caused a great deal of stress and
11 anxiety. Finally, I am providing a much broader release of my claims than Class Members are required
12 to do.

13 9. I have reviewed the final Agreement, discussed the terms with my attorney, and asked my
14 attorney any questions I had. I believe the terms of the Agreement and allocations are fair and reasonable
15 given the facts of the case.

16 10. I understand that any Class Representative Enhancement Payment I may receive is for my
17 participation as a class representative and it is not contingent on my support or approval of the Agreement.
18

19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed this 23rd of March 2023 in Carmichael, California.
21

22 DocuSigned by:
23 *Silvia Madrigal Vargas*
24 C4D0B353AB1A45F...

25 Silvia Madrigal Vargas
26
27
28

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
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Attorneys for Plaintiff Michael Grebe

[Attorneys for Plaintiff Silvia Madrigal Vargas on the Subsequent Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

MICHAEL GREBE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

MARY ANN'S BAKING CO., INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 34-2020-00285254-CU-OE-GDS

Assigned for All Purposes to:
Honorable Jill H. Talley
Department 27

CLASS ACTION

**DECLARATION OF DOUGLAS HAN IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Hearing Date: April 21, 2023
Hearing Time: 9:00 a.m.
Hearing Place: Department 27

Complaint Filed: September 14, 2020
FAC Filed: May 12, 2022
Trial Date: None Set

GALEN T. SHIMODA (SBN 226752)
JUSTIN P. RODRIGUEZ (SBN 278275)
SHIMODA & RODRIGUEZ LAW, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, California 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff Silvia Madrigal Vargas

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I, **DOUGLAS HAN**, hereby declare as follows:

1. I am an attorney licensed to practice law in California and founder of Justice Law Corporation, attorneys of record for Plaintiff Michael Grebe. Shimoda & Rodriguez Law, PC are the attorneys of record for Plaintiff Silvia Madrigal Vargas. Michael Grebe and Silvia Madrigal Vargas are known as “Plaintiffs.” The facts set forth in this declaration are within my personal knowledge. If called as a witness, I could and would competently testify as follows.

PRELIMINARY APPROVAL OF SETTLEMENT

2. On October 31, 2022, in Department 25 of the above-entitled court, Honorable Jill H. Talley preliminarily approved the Stipulation and Settlement of Class, Collective, and Representative Action (“Settlement Agreement,” “Settlement,” or “Agreement”), provisionally certified the Justice Law Corporation and Shimoda & Rodriguez, PC as Class Counsel, conditionally certified the Class, and appointed Plaintiffs as the class representatives for settlement purposes. The Court ordered the mailing of the court-approved Notice of Class Action Settlement (“Class Notice”). The Court adopted the notice procedures specified in the Settlement Agreement, which were outlined in the motion for preliminary approval, and ordered they be implemented. In addition, Simpluris, Inc. was appointed by the Court to serve as the Settlement Administrator to administer the terms of the Settlement Agreement. The Court scheduled the Final Approval Hearing on April 21, 2023.

3. The Settlement Agreement was approved by Plaintiffs. As of the date of this signed declaration, no objections have been received regarding the Attorneys' Fees and Costs, Class Representative Enhancement Payments, and Settlement Administration Costs.

WORK PERFORMED BY JUSTICE LAW CORPORATION

4. Class Counsel actively engaged in this litigation since it was initially filed. Class Counsel have also been in constant communication with one another to ensure the proper handling and resolution of this matter. Prior to the filing and continuing over the duration of this case, Class Counsel conducted a thorough investigation of the factual and legal issues. This included drafting and propounding onto Defendant form interrogatories, special interrogatories,

1 requests for admission, and requests for production of documents. Pursuant to discovery,
2 exchange of information, and in preparation for early mediation, Class Counsel received, among
3 other things, the following information and evidence with which to properly evaluate the
4 claims: (a) personnel records; (b) Class Members' demographic information (*i.e.*, information
5 bearing on the Class size); (c) documents pertaining to Defendant Mary Ann's Baking Co.'s
6 ("Defendant") relevant policies, practices, and procedures (*i.e.*, meal and rest breaks,
7 timekeeping and payroll, reimbursement, etc.), such as employee handbooks, policy documents,
8 etc.; and (d) sampling of time and payroll records. Using the information obtained, Class
9 Counsel determined: (i) Class Members' average hourly rates of pay; (ii) number of current and
10 former Class Members employed during the Class Period; (iii) number of Class Members
11 employed during the Private Attorney General Act of 2004 ("PAGA") Period; (iv) number of
12 shifts worked by Class Members during the Class Period; (v) number of hours generally worked
13 during most shifts; (vi) number, length, and timing of breaks taken; and (vii) number of
14 workweeks and pay periods during the Class Period and PAGA Period.

15 5. Class Counsel analyzed numerous documents produced from Defendant and
16 other sources. Class Counsel also interviewed and obtained statements from several putative
17 class members. These interviews enabled Class Counsel to determine the extent and frequency
18 of the alleged violations, as well as learn more about the day-to-day circumstances giving rise to
19 the violations. Collectively, this information served to better prepare Class Counsel for
20 mediation, thereby increasing the likelihood of negotiating a settlement.

21 6. The documents analyzed provided a critical understanding of the nature of the
22 work performed by Class Members and the policies, practices, and procedures maintained. The
23 documents were used in analyzing liability and damages in connection with all phases of the
24 litigation and mediation process. The extensive document and data exchanges allowed Class
25 Counsel to determine the strengths and weaknesses of the Parties' claims and defenses. Overall,
26 Class Counsel performed an exhaustive investigation into the claims at issue. This included,
27 among other things: (a) determining Plaintiffs' suitability as the putative class representatives
28 through interviews and analyses of employment documents and related records; (b) evaluating

1 the Parties' potential claims and applicable defenses; (c) researching wage-and-hour class
2 actions similar to the claims alleged, nature of the positions, and type of employer in the instant
3 case; (d) locating and interviewing several putative class members to obtain corroboration for
4 the legal theories developed; (e) preparing and propounding formal discovery requests onto
5 Defendant and reviewing Defendant's responses; (f) drafting a motion to compel Defendant to
6 provide further responses to discovery; (g) reviewing Defendant's answer to the operative
7 complaint; (h) assisting and frequently consulting with co-counsel to ensure the proper
8 resolution of both lawsuits; (i) analyzing the labor policies, practices, and procedures in place
9 pursuant to the documents produced; (j) researching class certification and manageability in
10 similar cases; (k) estimating and calculating potential damages for settlement purposes;
11 (l) drafting the mediation briefs and damages analysis; (m) preparing for and participating in
12 mediation; and (n) drafting, updating, and finalizing the Settlement Agreement (and exhibit).

13 7. After the exchange of relevant information and evidence, the Parties remotely
14 participated in mediation. The mediator helped to manage the Parties' expectations and
15 provided a useful, neutral analysis of the issues and risks to both sides. Under the auspices of
16 the mediator Jeffrey Krivis, the Parties reached a global settlement via a mediator's proposal. At
17 all times, the Parties' negotiations were adversarial and non-collusive.

18 8. Class Counsel seek an attorneys' fees of \$210,000 (35% of the Gross Fund
19 Value). This percentage award is commensurate with the: (a) extraordinary risks undertaken in
20 litigating this lawsuit; (b) immense time, effort, and expense dedicated due to this case's novelty
21 and difficulty; (c) skill and determination displayed along with the quality of work; (d)
22 exceptional results achieved after extensive work completed; and (e) other cases turned down to
23 devote time and efforts to this matter. This was not a clear-cut case because several factors
24 made this case challenging. These factors include, among others: (i) difficulties in pinning down
25 job responsibilities, wages paid, and breaks taken; (ii) regularly coordinating with co-counsel to
26 ensure the most proper and efficient resolution of this matter; (iii) several employees working
27 for Defendant through temporary employment agencies, thereby initially making it challenging
28 to gather the necessary information for the Class List; (iv) drafting and propounding formal

1 discovery requests onto Defendant and reviewing its responses, including drafting a motion to
2 compel further responses to discovery; (v) myriad of documents that had to be reviewed and
3 analyzed; (vi) shifting wage-and-hour laws overlaid by the risks of class certification being
4 denied; and (vii) Defendant's initial resistance to the relief requested.

5 9. I am aware the common and acceptable rate for contingency representation in
6 wage-and-hour class action litigation is normally forty percent (40%) before trial, with the range
7 being from thirty-three and one-third percent (33.3%) up to fifty percent (50%).

8 10. Class Counsel incurred many hours of work in connection with this case that the
9 fee request is also justified under a lodestar analysis. The total hours worked by Justice Law
10 Corporation totals 463.8 hours (142.4 hours for Douglas Han, 137.1 hours for Shunt Tatavos-
11 Gharajeh, and 184.3 hours for Phillip Song). Attached hereto as **Exhibit 1** is the Task & Time
12 Chart setting forth the breakdown of time for the requisite tasks performed by Justice Law
13 Corporation. These hours do not include the additional administrative oversight during the
14 payment period, preparation of the final report, and reporting regarding final disbursement.

15 11. Based upon the total of 463.8 hours worked and utilizing reasonable hourly rates
16 commensurate with the attorneys' experience, the base lodestar fees calculation for Justice Law
17 Corporation is \$343,660. The hourly rates are \$850 per hour for myself, \$750 per hour for my
18 associate Shunt Tatavos-Gharajeh, and \$650 per hour for my former associate Phillip Song.
19 These hourly rates are commensurate with our individual backgrounds, background of our firm,
20 and our training and experience in litigating class actions, particularly wage-and-hour matters.

21 12. In support of Justice Law Corporation's hourly rates, attached hereto as **Exhibit**
22 **2** is an excerpt of the 2021 Real Rate Report compiled by Wolters Kluwer that surveyed the
23 hourly rates charged in 2021 by hundreds of attorneys in the Los Angeles County area. For
24 example, the real market rates of Los Angeles County area attorneys who practiced "Litigation"
25 are surveyed at page 17 of the report, which describes the 2021 rates charged by 342 Los
26 Angeles County partners and 433 Los Angeles County associates. For that category, the Third
27 Quartile Los Angeles County rates were \$1,042 per hour for partners and \$806 per hour for
28 associates. Similarly, page 26 of the report describes the 2021 rates charged by 70 Los Angeles

County associates with “Fewer Than 3 Years” of experience. For this category, the Third Quartile Los Angeles County rate was \$622 per hour for associates. Page 26 of the report also describes the 2021 rates charges by 128 Los Angeles County associates with “3 to Fewer Than 7 Years” of experience. For that category, the Third Quartile Los Angeles County rate was \$821 per hour for associates. Likewise, page 32 of the report describes the 2021 rates charged by 173 Los Angeles County partners with “Fewer Than 21 Years” of experience. For this category, the Third Quartile Los Angeles County rate was \$1,065 per hour for partners. Finally, our requested hourly rates are in line with the Laffey Matrix, attached hereto as **Exhibit 3**.

13. The attorneys’ fees is in line with the awards in similar cases in California and nationwide and shows it is consistent with the market rates. In addition, Justice Law Corporation has been routinely awarded at least thirty-five percent (35%) fee requests or more in similar class action and representative matters throughout California. (See *King v. Irwin International, Inc. d/b/a Aircraft Spruce and Specialty, Co.*, Riverside County Superior Court, Case No. CVRI2100045, PAGA approval granted on February 2, 2023 granting 35% fee request; *Ferrara v. South Coast Winery, Inc.*, Riverside County Superior Court, Case No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449 and MCC2001498), final approval granted on January 9, 2023 granting 35% fee request; *Cordova v. Jakks Pacific, Inc.*, Los Angeles County Superior Court, Case No. 22PSCV00149, PAGA approval granted December 16, 2022 granting 35% fee request; *McEathron v. Ahern Rentals, Inc.*, Alameda County Superior Court, Case No. RG17867366, final approval granted November 23, 2022 granting 35% fee request; *Schwarz v. TriWest Healthcare Alliance Corp.*, Sacramento County Superior Court, Case No. 34-2019-00272292-CU-OE-GDS (Consolidated With Case No. 34-2020-00283283), final approval granted on November 17, 2022 granting 35% fee request; *Roberto Flores v. Rivermaid Trading Company*, San Joaquin Superior Court, Case No. STK-CV-UOE-2020-0008623, final approval granted on October 14, 2022 granting 35% fee request; *Joseph Jimenez v. Makita U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 20STCV21732, final approval granted on September 12, 2022, granting 35% fee request; *Alexandra Pelgrift v. The 21st Amendment Brewery Cafe, LLC*, San Francisco County Superior Court, Case No. CGC-

20-585227, final approval granted on August 4, 2022 granting 35% fee request; *Eileen Velasquez v. Hi-Temp Insulation, Inc.*, Merced County Superior Court, Case No. 21CV-02505, final approval granted on July 1, 2022 granting 35% fee request; *David Pena v. San Joaquin Supply dba Ernest Packaging*, Los Angeles County Superior Court, Case No. 19STCV43500, final approval granted on June 1, 2022 granting 35% fee request; *Brian Perez v. Merit Aluminum, Inc.*, Riverside County Superior Court, Case No. RIC1904580, final approval granted on April 6, 2022 granting 35% fee request; *Eddie Fulinara v. Genmark Diagnostics, Inc.*, San Diego County Superior Court, Case No. 37-2019-00000877-CU-OE-CTL, final approval granted on February 18, 2022 granting 35% fee request; *Itxel Toribio v. ITT Aerospace Controls, LLC*, Los Angeles County Superior Court, Case No. 19STCV17469, final approval granted on January 13, 2022 granting 35% fee request; *Janine Salinas v. Change Healthcare Technology Enabled Services, LLC*, Ventura County Superior Court, Case No. 56-2020-00539300, final approval granted on January 7, 2022 granting 38% fee request; *Randall Cowen v. Everett Financial, Inc. d/b/a Supreme Lending*, Sacramento County Superior Court, Case No. 34-2018-00247289-CU-OE-GDS, final approval granted on December 7, 2021 granting 35% fee request; *Vanessa Samaniego v. Sanmina Corporation*, Kern County Superior Court, Case No. BCV-20-102817, final approval granted on November 4, 2021 granting 35% fee request; *Francisco Munoz v. Bon Suisse, Inc.*, San Diego County Superior Court, Case No. 37-2018-00031675-CU-OE-CTL, final approval granted on September 8, 2021 granting 35% fee request; *Paul Zavala v. Donaghy Sales, LLC*, Kern County Superior Court, Case No. BCV-20-102005, final approval granted on June 4, 2021 granting 35% fee request; *Rodney Bianco, et al., v. Fujitsu America, Inc.*, Los Angeles County Superior Court, Case No. 18STCV00254, final approval granted on March 29, 2021 granting 35% fee request; *Patricia Alcantar, et al., Bay Equity LLC*, Marin County Superior Court, Case No. CIV1903376, final approval granted on February 4, 2021 granting 35% fee request; *Kelly Lomeland v. Consolidated Fire Protection*, Orange County Superior Court, Case No. 30-2019-01056877-CU-OE-CXC, final approval granted on February 3, 2021, granting 35% fee request; *Tyler Arciniega, et al., v. OnY Glo, Inc. d/b/a Ogi Mortgage Bankers*, San Bernardino County Superior Court, Case No.

1 CIVDS1901760, final approval granted on January 8, 2021 granting 35% fee request; *Sovann*
2 *Touch v. Presidio Components, Inc.*, Kern County Superior Court, Case No. BCV-20-101005,
3 final approval granted on December 4, 2020 granting 38% fee request; *Raynisha Buntun, et al.*,
4 *v. 1st Class Staffing, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-
5 15239, final approval granted on November 13, 2020 granting 38% fee request; *Imelda De Vega*
6 *v. Baxter Healthcare Corporation*, Merced County Superior Court, Case No. 20CV-00782, final
7 approval granted on September 15, 2020 granting 38% fee request; *Jordan Dahlberg, et al., v.*
8 *Fresno Beverage Company d/b/a Valley Wide Beverage*, Tulare County Superior Court, Case
9 No. VCU279083, final approval granted on May 29, 2020 granting 38% fee request; *Michelle*
10 *Xiong, et al., v. Hilltop Ranch, Inc.*, Merced County Superior Court, Case No. 18CV-01340,
11 final approval granted on December 13, 2019 granting 35% fee request; *Carlos McCollum, et*
12 *al., Delta Tech Services, Inc.*, Solano County Superior Court, Case No. FCS049504, final
13 approval granted on February 7, 2019 granting 35% fee request; and *Dennis Carr v. So-Cal*
14 *Structural Steel Fabrication, Inc.*, San Bernardino County Superior Court, Case No.
15 CIVDS1605828, final approval granted on December 5, 2018 granting 35% fee request.) Thus,
16 the one (1/3) fee request is well within a reasonable range.

17 14. On June 2, 2021, Class Counsel entered an Agreement Re: Joint Prosecution, Fee
18 Splitting, and Costs. Under the Agreement Re: Joint Prosecution, Fee Splitting, and Costs, the
19 attorneys' fees shall be divided seventy-five percent (75%) to Justice Law Corporation and
20 twenty-five percent (25%) to Shimoda & Rodriguez Law, PC. Court and other costs shall be
21 shared according to the division in the Agreement Re: Joint Prosecution, Fee Splitting, and
22 Costs. Attached hereto as **Exhibit 4** is a true and correct copy of the fully executed Agreement
23 Re: Joint Prosecution, Fee Splitting, and Costs.

24 ADEQUACY OF JUSTICE LAW CORPORATION

25 15. In May 2004, I graduated from Pepperdine University School of Law with a Juris
26 Doctor degree. In May 2001, I obtained a Bachelor of Science degree in Political Science with a
27 minor in English from University of Houston.

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1 16. From January 2004 to May 2004, I served as a Judicial Extern to the Honorable
2 Lourdes G. Baird of the United States District Court for the Central District of California.

3 17. Since its inception, our firm has almost exclusively focused on the prosecution of
4 consumer and employment class actions, involving wage-and-hour claims, unfair business
5 practices, or consumer fraud. Our firm has successfully litigated to conclusion over three
6 hundred twenty (320) wage-and-hour class or representative actions. Currently, we are the
7 attorneys of record in over a dozen employment-related putative class actions in both state and
8 federal courts in California. During this time, in association with other law firms, we have
9 obtained millions of dollars on behalf of thousands of individuals in California.

10 18. Attached hereto **Exhibit 5** are a list of class action and representative matters
11 that have been given final approval.

12 19. Shunt Tatavos-Gharajeh is an Of Counsel at my office. Shunt received his
13 undergraduate degree from University of California, Los Angeles and earned a Juris Doctor
14 degree from Southwestern University School of Law. Shunt was admitted to practice in
15 California in 2010. Shunt is admitted to practice in the Courts of California. The focus of
16 Shunt's practice is class action wage-and-hour law. Shunt has worked on multiple class action
17 cases and representative actions that have been granted final approval, including *Keles, et al. v.*
18 *The Art of Shaving – FL, LLC* Alameda County Superior Court, Case No. RG13687151; *Esters*
19 *et al v. HDB LTD. Limited Partnership* Kern County Superior Court, Case No. S-1500-CV-
20 279879 DRL; *Bridgette Guzman, et al. v. International City Mortgage, Inc.*, San Bernardino
21 County Superior Court, Case No. CIVDS1502516; *Davidson et al. v. Lentz Construction*
22 *General Engineering Contractor*, Kern County Superior Court, Case No. S-1500-CV-279853
23 LHB; *Betancourt v. Hugo Boss USA, Inc.*, Los Angeles County Superior Court, Case No.
24 BC506988; *Porras et al. v. DBI Beverage, Inc. et al.*, Santa Clara County Superior Court, Case
25 No. 1-14-CV-266154; *Hartzell et al. v. Truitt Oilfield Maintenance Corporation*, Kern County
26 Superior Court, Case No. S-1500-CV-283011; *Navarro-Salas et al. v. Markstein Beverage Co.*
27 *et al.*, Sacramento County Superior Court, Case No. 34-2015-00174957-CU-OE-GDS; *David*
28 *White, et al. v. Pilot Travel Centers, LLC*, San Joaquin County Superior Court, Case No. STK-

CV-UOE-2013-0009098; *McKinnon, et al. v. Renovate America, Inc., et al.*, San Diego County Superior Court, Case No. 37-2015-00038150-CU-OE-CTL; *Evelyn Antoine, et al. v. Riverstone Residential CA, Inc., et al.*, Sacramento County Superior Court, Case No. 34-2013-00155974; *Pina v. Zim Industries, Inc.*, Kern County Superior Court, Case No. S-1500-CV-284498 SPC; *Amaya v. Certified Payment Processing et al.*, Sacramento County Superior Court, Case No. 34-2015-00186623-CU-OE-GDS; *Burke v. Petrol Production Supply, Inc.*, Kern County Superior Court, Case No. BCV-15-101092; *Ceron et al v. Hydro Resources-West, Inc.*, Kern County Superior Court, Case No. BCV-15-101461; *Chavana v. Golden Empire Equipment, Inc.*, Kern County Superior Court, Case No. BCV-16-102796; *De La Torre et al. v. Acuity Brands Lighting, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1601800; *Dobbs v. Wood Group PSN, Inc.*, Case No. BCV-16-101078 Kern County Superior Court, Case No. BCV-16-101078-DRL; *Gonzalez et al v. Matagrano, Inc.*, San Francisco County Superior Court, Case No. CGC-16-550494; *Harbabikian et al. v. Williston Financial Group, LLC*, Ventura County Superior Court, Case No. 56-2016-004485186-CU-OE-VTA; *Prince v. Ponder Environmental Services, Inc.*, Kern County Superior Court, Case No. BCV-16-100784; *Ramirez v. Crestwood Operations, LLC*, Kern County Superior Court, Case No. BCV-17-100503; *Reyes v. Halliburton Energy Services, Inc.*, Kern County Superior Court, Case No. S-1500-CV-280215; *Rodriguez v. B&L Casing Serve, LLC et al.*, Kern County Superior Court, Case No. S-1500-CV-282709; *Marketstar Wage and Hour Cases*, Alameda County Superior Court, Case No. JCCP004820; *Rodriguez et al. v. Delta Sierra Beverage, LLC*, Sacramento County Superior Court, Case No. 34-2017-00206727; *Stuck v. Jerry Melton & Sons Construction, Inc.*, Kern County Superior Court, Case No. BCV-16-101516; *Blevins v. California Commercial Solar, Inc.*, Kern County Superior Case, No. BCV-17-100571; *Cisneros et al v. Wilbur-Ellis Company, LLC*, Kern County Superior Court, Case No. BCV-17-102836; and *Castro et al. v. General Production Service of California, Inc.*, Kern County Superior Court, Case No. BCV-15-101164. Shunt was also certified as class counsel in *Fulmer et al. v. Golden State Drilling, Inc.*, Kern County Superior Court, Case No. S-1500-CV-279707; *Manas et al. v. Kenai Drilling Limited*, Los Angeles County Superior Court, Case No. BC546330; and *Nuncio et al. v. MMI Services*,

1 *Inc.*, Kern County Superior Court, Case No. S-1500-CV-282534, cases that were certified after
2 a contested class certification. Shunt is handling several class actions pending in California.

3 20. Phillip Song was an Associate Attorney at my office. Phillip received his
4 undergraduate degree in 2006 from the University of Houston, graduating *cum laude* with a
5 Communications B.A. and minor in Accounting. Phillip earned his Juris Doctor degree in 2011
6 from the University of Houston Law Center. Phillip has been admitted to practice law since
7 2013 (Texas). Phillip is presently admitted to practice in all state courts of California (admitted
8 in 2019), and before all federal district courts in California. The focus of Phillip's practice was
9 on class actions, wage-and-hour law, and employment law. Since joining Justice Law
10 Corporation, Phillip worked on numerous class action cases and representative actions that have
11 been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern County
12 Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc.*,
13 San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community*
14 *Playgrounds, Inc.*, Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States*
15 *Petroleum, Inc.*, Sacramento County Superior Court, Case No. 34-2018-00231934; *Flores v.*
16 *Wilmar Oils & Fats (Stockton), LLC*, San Joaquin County Superior Court, Case No. STK-CV-
17 UOE-2018-0012758; *Garcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern
18 County Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc.*, Alameda
19 County Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc.*, Kern
20 County Superior Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc.*,
21 Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste*
22 *Minimization, Inc.*, Kern County Superior Court, Case No. BCV-19-102248-SDS; *Priess v.*
23 *Fiore Management LLC dba Canndescent*, Kern County Superior Court, Case No. BCV-20-
24 100930; *Alcantar v. Bay Equity LLC*, Marin County Superior Court, Case No. CIV1903376;
25 *Spier v. Gibbs International, Inc.*, Kern County Superior Court, Case No. BCV-19-101774-
26 DRL; *Borghi v. Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior
27 Court, Case No. 56-2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al.*, Alameda
28 County Superior Court, Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior

1 Court, Case No. RG19039158; *Hoshaw v. Sutherland Healthcare*, Los Angeles County
2 Superior Court, Case No. 19STCV33165; *Hart v. Zazzle, Inc.*, San Mateo County Superior
3 Court, Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc.* Kern County Superior Court,
4 Case No. BCV-21-100443-BCB; *Angeles v. iKrusher, Inc.*, Los Angeles County Superior
5 Court, Case No. MSC20-01312, *Zuniga v. Central Valley Concrete, Inc.*, Merced County
6 Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp.*, Merced County
7 Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino
8 County Superior Court, Case No. CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda
9 County Superior Court, Case No. RG19038227; *Williams v. National Construction Rentals*,
10 *Inc.*, Alameda County Superior Court, Case No. RG20075904; *Pho v. Kruger Foods, Inc.*, San
11 Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0002099; *Collins v. Mobile*
12 *Medical Examination Services, LLC dba MEDXM*, Orange County Superior Court, Case No.
13 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et al.*, San Bernardino
14 County Superior Court, Case No. CIVDS1915438 (Consolidated with Case No.
15 CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case
16 No. 20CV-01461 (Consolidated with Case No. 20CV-01707); *Flores v. Rivermaid Trading*
17 *Company*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0008623;
18 *Guzman v. Bentley Mills, Inc.*, Los Angeles County Superior Court, Case No. 20PSCV00789;
19 *Ferrara v. South Coast Winery, Inc.*, Riverside County Superior Court, Case No. CVRI2101920
20 (Consolidated with Case Nos. CVRI2102449 and MCC2001498); *Silva v. Corodata*
21 *Corporation, et al.*, San Diego County Superior Court, Case No. 37-2020-00033872-CU-OE-
22 CTL; and *Gomez v. Parker-Hannifin Corporation*, Ventura County Superior Court, Case No.
23 56-2022-00563952-CU-OE-VTA. Phillip was also handling multiple class action matters,
24 PAGA matters, and FCRA class action matters.

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1 **CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS**

2 21. The Settlement provides for the Class Representative Enhancement Payments of
3 \$10,000 to each Plaintiff (totaling \$20,000) for the time and effort serving as the class
4 representatives. Plaintiffs spent several hours (and days) producing relevant documents and past
5 employment records (*i.e.*, personnel records), as well as providing the facts and evidence
6 necessary to prove the allegations (*i.e.*, description of work experience and work environment).
7 Plaintiffs were accessible whenever needed by Class Counsel and actively tried to obtain and
8 provide as much information as possible to benefit the Class (*i.e.*, giving the names and contact
9 information of several putative class members, discussing applicable legal theories, gathering
10 information from putative class members). Plaintiffs even assisted Class Counsel with
11 reviewing the documents produced by Defendant and other sources, developing a strategy to
12 obtain additional documents, determining the importance of the documents produced, and
13 reviewing the operative complaints, pleadings, and Defendant's answer. Furthermore, Plaintiffs
14 made themselves available to attend mediation, provided their input on the negotiations, and
15 reviewed and approved the Settlement Agreement (and exhibit). Plaintiffs were also made
16 aware of and accepted the risks and sacrifices associated with serving as the class
17 representatives (*i.e.*, providing a broader release, risking an adverse judgment for attorneys' fees
18 and costs). Overall, Plaintiffs' contributions were instrumental to the eventual settlement of this
19 matter. Therefore, it is appropriate and just for Plaintiffs to receive the Class Representative
20 Enhancement Payments, in addition to the Individual Settlement Payments, for their services.

21 **LITIGATION COSTS AND EXPENSES INCURRED BY**

22 **JUSTICE LAW CORPORATION**

23 22. Justice Law Corporation incurred \$15,112.47 in costs and litigation expenses as
24 reflected in **Exhibit 6**. These costs and expenses were reasonable and necessary to effectively
25 prosecute this case. Class Counsel have borne all the risks and costs of litigation.

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23. I submit the Settlement reached herein is fair, reasonable, and adequate. I also submit the Settlement is in the best interest of Plaintiffs and Class Members.

I declare under penalty of perjury under the laws of California the foregoing is true and correct. Executed on this 14th day of March 2023 at Pasadena, California.


Douglas Han

EXHIBIT 1

GREBE, ET AL. V. MARY ANN'S BAKING CO., INC.
(SACRAMENTO COUNTY SUPERIOR COURT CASE No. 34-2020-00285254-CU-OE-GDS
ATTORNEY TASK AND TIME CHART

TASK	JUSTICE LAW CORPORATION			
	DH	STG	PS	FIRM TOTAL
Investigation and Research / Due Diligence				
Pre-Lawsuit Investigation of the Key Facts with a Focus on 1) Class Certification Elements, including Adequacy, Typicality, Superiority, and Commonality; 2) Merits of Plaintiff's Claims and the Merits of the Claims of the Putative Class Members; and 3) Potential Damages Exposure of Defendant with respect to the Damages Sustained by Michael Grebe	2.5	5.8	1.8	10.1
Pre-Lawsuit Legal Research & Analysis of Latest Off-the-clock, Meal and Rest Breaks, and Certification and PAGA Decisions in California, including all New Relevant DLSE Materials	1.8	1.5	2.7	6
Pre-Lawsuit Research and Analysis of Potential Damages Exposure of Defendant with Respect to the Damages Sustained by/Owed to Plaintiff Michael Grebe and the Putative Class Members	1.4	2.6	3.0	7
Investigation of Defendant's Organizational and Corporate Structure, and Executive Reporting Structure as It Relates to the Employment and Management of the Putative Class Members	0	2	0.5	2.5
Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Certification, Liability, and Damages/Civil Penalties	1.4	2.6	0	4
Meet and Communicate with Named Plaintiff Michael Grebe throughout the Pendency of the Case	18.5	19.8	24.1	62.4
Research and Analysis of Potential Defenses Defendant May Raise, Including, <i>de minimis</i> Work, Non-compensable Off-the-clock Work, compliant policies and manageability and arbitration agreements.	1.7	4.3	0	6
Communicate with Putative Class members, and Conduct Interviews, and Request Authorization for Personnel Records	10.2	13.2	17.2	40.6
Analysis and Review of Time Records and Corresponding Wage Statements of Putative Class Members with a Focus on Violation Rates for Missed, Short, Late, or Interrupted Meal and Rest Periods, and Whether Any Corresponding Premium Pay Was Issued by Defendant or Regular Rate was Properly Calculated.	4.9	9.5	8.7	23.1

Pleadings and Court Filings					
Draft Plaintiff Michael Grebe's Class Action Complaint for Damages; Legal Research and Analysis of All Claims Involved (Filed 9.14.20)	1	3.4	0	4.4	
Review Court's Notice and Order of Complex Case Determination (Filed 10.5.20)	0.2	0.1	0	0.3	
Review Court's Notice of Case Management Conference and Complex Case Management Procedures; Prepare Notice (Filed 10.14.20)	0.2	0.1	0	0.3	
Draft Plaintiff Michael Grebe's Notice of Posting Complex Fees (Filed 10.14.20)	0	0.1	0.2	0.3	
Review and Analyze Defendant Mary Ann's Baking Co., Inc.'s Answer to Class Action Complaint for Damages (Filed 10.29.20)	0.2	0.2	0	0.4	
Review and Analyze Defendant's Notice of Unavailability (Filed 12.3.20)	0.1	0.1	0.1	0.3	
Draft Plaintiff Michael Grebe's Case Management Statement Regarding the May 7, 2021 Initial Case Management Conference (Filed 4.22.21)	0.2	0.1	0.8	1.1	
Draft Plaintiff Michael Grebe's Notice of Posting Jury Fees (Filed 4.22.21)	0	0.1	0.2	0.3	
Review Defendant's Case Management Statement Regarding the May 7, 2021 Initial Case Management Conference (Filed 4.22.21)	0.1	0.1	0.1	0.3	
Review Court's Tentative Ruling Regarding May 7, 2021 Initial Case Management Conference (Filed 5.5.21)	0	0.1	0.1	0.2	
Review Court's Minute Order Dated May 7, 2021 (Filed 5.7.21)	0.2	0.1	0.1	0.4	
Draft Plaintiff Michael Grebe's Peremptory Challenge (Filed 5.12.21)	0.2	0.1	0.2	0.5	
Review Court's Minute Order Dated May 13, 2021 (Filed 5.13.21)	0.1	0.1	0.1	0.3	
Review Court's Minute Order Dated May 14, 2021 (Filed 5.14.21)	0.1	0.1	0.1	0.3	
Review Court's Minute Order Dated June 15, 2021 (Filed 6.15.21)	0.1	0.1	0.1	0.3	

Draft Joint Stipulation and [Proposed] Order to Continue September 17, 2021 Case Management Conference (Filed 8.31.21)	0.1	0.1	0.2	0.4
Review Court's Order Regarding Continuing September 17, 2021 Case Management Conference (Filed 9.2.21)	0.1	0.1	0.1	0.3
Draft Plaintiff Michael Grebe's Case Management Statement Regarding the October 8, 2021 Case Management Conference (Filed 9.23.21)	0.2	0.1	0.8	1.1
Review Court's Tentative Ruling Regarding October 8, 2021 Case Management Conference (Filed 10.6.21)	0	0.1	0.1	0.2
Review Court's Minute Order Dated October 8, 2021; Prepare Notice (Filed 10.29.21)	0.1	0.1	0.1	0.3
Draft Joint Report Regarding January 14, 2022 Case Management Conference (Filed 12.27.21)	0.1	0	0.3	0.4
Review Court's Tentative Ruling Regarding January 14, 2022 Case Management Conference (Filed 1.12.22)	0	0.1	0.1	0.2
Review Court's Minute Order Dated January 14, 2022 (Filed 1.14.22)	0.1	0.1	0.1	0.3
Review Court's Minute Order Dated January 26, 2022; Prepare Notice (Filed 2.15.22)	0.1	0.1	0.3	0.5
Review Court's Minute Order Dated March 30, 2022; Prepare Notice (Filed 4.11.22)	0.1	0.1	0.1	0.3
Draft Joint Stipulation and [Proposed] Order Regarding Filing First Amended Complaint (Filed 4.27.22)	0.1	0.1	1.5	1.7
Review Court's Order Granting Plaintiff Leave to File a First Amended Complaint; File Notice of Entry of Order (Filed 5.12.22)	0.1	0.1	0.3	0.5
Draft Michael Grebe and Silvia Madrigal Vargas's First Amended Class Action Complaint for Damages; Legal Research and Analysis of All Claims Involved (Filed 5.12.22)	0.3	0.4	2.4	3.1
Draft Joint Report Regarding August 12, 2022 Case Management Conference (Filed 7.28.22)	0.1	0	0.3	0.4
Draft Plaintiff Michael Grebe's Notice of Remote Appearance (Filed 8.8.22)	0	0.1	0.2	0.3
Review Court's Tentative Ruling Regarding August 12, 2022 Case Management Conference (Filed 8.11.22)	0	0.2	0.1	0.3

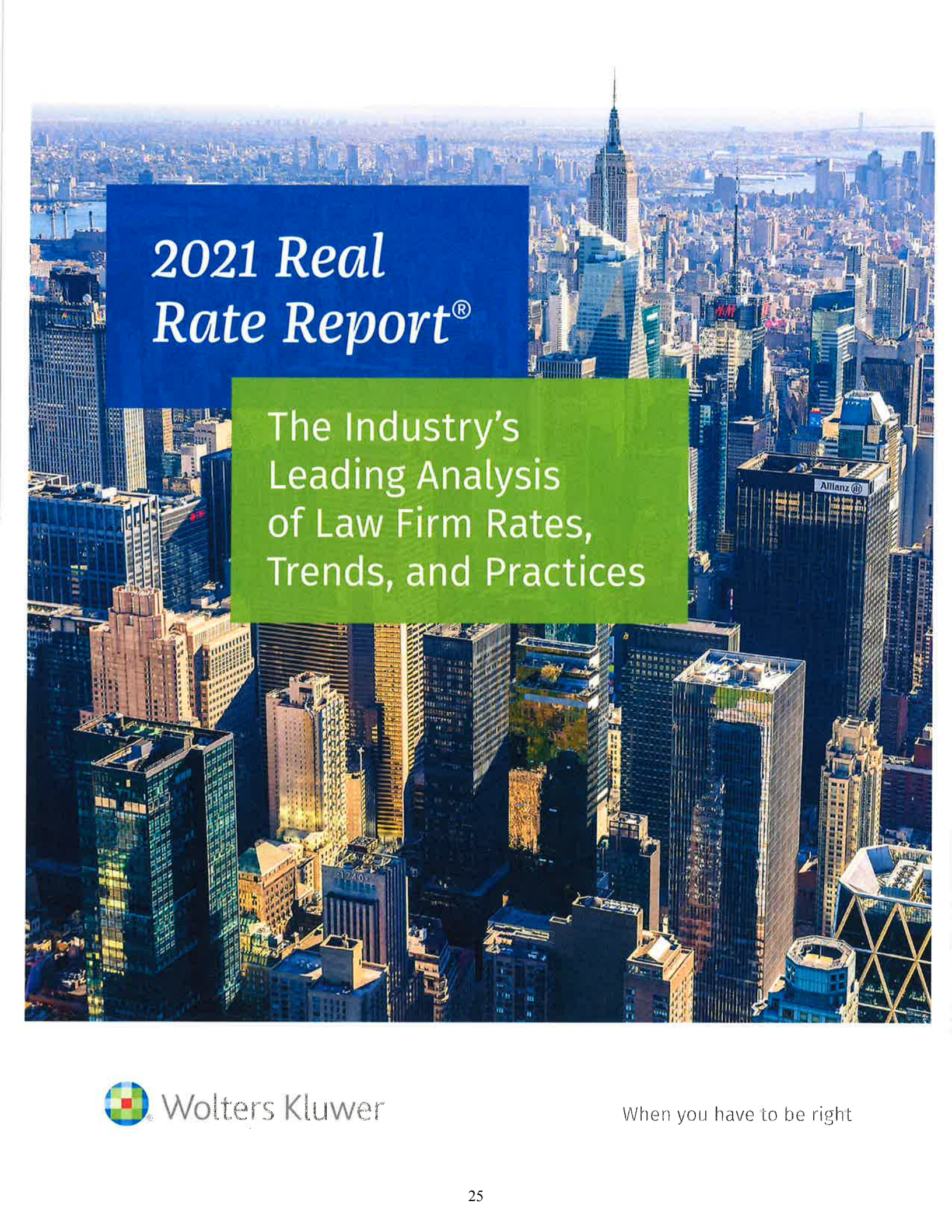
Review Court's Minute Order Dated August 12, 2022 (Filed 8.12.22)	0.1	0.1	0.1	0.3
Review Court's Tentative Ruling Regarding October 28, 2022 Motion for Preliminary Approval of Settlement (Filed 10.27.22)	0	0.2	0.2	0.4
Review Court's Minute Order Dated October 28, 2022 (Filed 10.28.22)	0.1	0.1	0.1	0.3
Review Court's Order Granting Motion for Preliminary Approval of Class Action Settlement (Filed 10.31.22)	0.3	0.1	0	0.4
Draft Joint Report Regarding February 16, 2023 Case Management Conference (Filed 1.31.23)	0.1	0	0.3	0.4
Review Court's Tentative Ruling Regarding February 16, 2023 Case Management Conference (Filed 2.15.23)	0	0.1	0.1	0.2
Review Court's Minute Order Dated February 16, 2023 (Filed 2.16.23)	0.1	0.1	0.1	0.3
Prepare Notice of Entry of Final Approval Order (Anticipated)	0.2	0	0	0.2
Appearances				
Prepare for and Attend Initial Case Management Conference (on May 7, 2021 via Remote Appearance)	0	0	1.5	1.5
Prepare for and Attend Case Management Conference (on May 14, 2021 via Remote Appearance)	0	0	1.5	1.5
Prepare for and Attend Hearing on Motion for Final Approval of Class Action Settlement (Anticipated) (Remote Appearance)	0	0	2	2
Discovery and Depositions				
Draft Letters to Defense Counsel re: Request for Personnel File, Pay Stubs and Time Records for Plaintiff Michael Grebe	0.8	0	0	0.8
Review and Analyze Plaintiff Michael Grebe's Personnel File, Pay Stubs, and Time Records Produced by Defendant	1.3	2	1	4.3
Draft Letter to Defense Counsel Re: Request for Personnel File, Pay Stubs and Time Records for Putative Class Members	0.8	1.5	4	6.3

Review and Analyze Putative Class Members David Alvarado, Neita Jorlanin and Sharon Bettega's Personnel File, Pay Stubs, and Time Records Produced by Defendant	2.2	3.6	2.1	7.9
Draft Plaintiff Michael Grebe's Form Interrogatories - General (Set One), Requests for Production of Documents (Set One), Requests for Admissions (Set One) and Special Interrogatories (Set One) to Defendant Mary Ann's Baking Co., Inc. (Propounded on 10.21.20)	1	2.9	0	3.9
Review and Analyze Defendant's Mary Ann's Baking Co., Inc. Responses to Special Interrogatories (Set One) No. 1-4 (Responded on 11.25.20)	0	0.2	0.2	0.4
Draft Plaintiff Michael Grebe's Notice of Deposition of Defendant's Person Most Qualified (Served 5.3.21)	0.1	0	1.4	1.5
Review and Analyze Defendant's Mary Ann's Baking Co., Inc's Responses to Form Interrogatories - General (Set One), Requests for Production of Documents (Set One), Requests for Admissions (Set One) and Special Interrogatories (Set One) (Served 5.7.21)	1	0	2.0	3
Meet and Confer; Draft Belaire Opt-Out Letter re Class Contact Information; Obtain and Review Bids (Completed 8.17.21)	0.8	1.3	0	2.1
Draft Plaintiff Michael Grebe's Requests for Production of Documents (Set Two) to Defendant Mary Ann's Baking Co., Inc. (Propounded on 8.19.21)	1	0	1.5	2.5
Review and Analyze Defendant's Mary Ann's Baking Co., Inc's First Supplemental Responses to Form Interrogatories - General (Set One), Requests for Admissions (Set One) and Special Interrogatories (Set One) (Served 8.27.21)	1	0	2.0	3.0
Draft Plaintiff Michael Grebe's Requests for Production of Documents (Set Three) to Defendant Mary Ann's Baking Co., Inc. (Propounded on 8.30.21)	1	0	1.3	2.3
Review and Analyze Defendant's Mary Ann's Baking Co., Inc's Responses to Requests for Production of Documents (Set Two) (Served 9.23.21)	0.9	0	0.7	1.6
Review and Analyze Defendant's Mary Ann's Baking Co., Inc's Responses to Requests for Production of Documents (Set Three) (Served 10.4.21)	0.7	0	0.5	1.2
Mediation and Settlement				
Draft Mediation Data Request Letter to Defense Counsel (Sent 3.5.21)	0	0.5	1.9	2.4

Review Analyze Documents and Data produced by Defendant including Sample Time Keeping and Corresponding Pay Records	15.3	10.5	13.1	38.4
Prepare for Mediation, including Research Merits of Claims, Performing Damages Analysis, Drafting Mediation Brief, and Compiling Mediation Exhibits and Putative Class Members Declarations	5.2	7.2	14.5	26.9
Prepare for and Attend Mediation with Mediator Jeffrey Krivis (Via Zoom on July 14, 2021)	6.5	6.5	6.5	19.5
Negotiate, Draft and Finalize Settlement Agreement Terms with Co-Counsel and Defense Counsel; Meet and Confer and Revise Settlement Agreement and Class Notice	6.9	1	7.1	15
Coordinate Settlement Administration with Settlement Administrator; Ongoing Monitoring of Settlement Administration; Respond to Class Member Inquiries; Communicate with Class Member Re: Deadline and Claims Procedures	1.5	1.8	1.2	4.5
Letters and Correspondence				
Draft Notice to State of California Labor & Workforce Development Agency Re Michael Grebe's Claim for Penalties Under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, <i>et seq.</i> (Submitted to LWDA on 8.3.20)	1.3	0.8	0	2.1
Draft Meet & Confer Letter to Defense Counsel Regarding Defendant's Answer to Complaint (Sent 11.5.20)	0.3	0.1	2.4	2.8
Draft Meet & Confer Letter to Defense Counsel Regarding Defendant's Responses to Plaintiff Michael Grebe's Special Interrogatories (Set One) Nos. 1-4 (Sent on 12.16.20)	0.3	0.3	2.4	3
Draft Letter to Court and Defense Counsel Withdrawing Plaintiff Michael Grebe's Motion to Compel Defendant Mary Ann's Baking Co., Inc to Provide Further Responses to Plaintiff's Special Interrogatories (Set One) Nos. 1-4 and Request for Sanctions (Sent on 6.2.21)	0.1	0.0	2.0	2.1
Draft Amended Notice to State of California Labor & Workforce Development Agency Re Michael Grebe's Claim for Penalties Under the Labor Code Private Attorneys General Act of 2004, Adding Does 1-3 (Submitted to LWDA on 7.19.21)	0.3	0.0	2.4	2.7
Draft Meet & Confer Letter to Defense Counsel Regarding Defendant's Responses to Plaintiff Michael Grebe's Form Interrogatories (Set One), Requests for Production (Set One) and Special Interrogatories (Set One) (Sent 9.9.21)	0.3	0.2	2.5	3

Draft Correspondence to, Respond to Correspondence from, and Conduct Telephone Conference Calls with Defense Counsel and Co-Counsel throughout the Pendency of the Lawsuit	31.1	22.3	28.2	81.6
Law and Motion				
Prepare Plaintiff Michael Grebe's Notice of Motion and Motion to Compel Defendant Mary Ann's Baking Co., Inc to Provide Further Responses to Plaintiff's Special Interrogatories (Set One) Nos. 1-4 and Request for Monetary Sanctions; Declaration for Phillip Song in Support Thereof, Separate Statement in Support Thereof (Filed 5.12.21)	9.3	3.3	7.9	20.5
Prepare Plaintiff Michael Grebe's Amended Notice of Motion to Compel Defendant Mary Ann's Baking Co., Inc to Provide Further Responses to Plaintiff's Special Interrogatories (Set One) Nos. 1-4 and Request for Monetary Sanctions and [Proposed] Order Granting Plaintiff Michael Grebe's Motion to Compel Defendant Mary Ann's Baking Co., Inc to Provide Further Responses to Plaintiff's Special Interrogatories (Set One) Nos. 1-4 and Request for Monetary Sanctions (Filed 5.14.21)	0.3	0	0.5	2.8
Prepare Plaintiffs Michael Grebe and Silvia Madrigal Vargas' Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof; Exhibit List In Support Thereof; Declaration of Justin P. Rodriguez In Support Thereof; Declaration of Douglas Han In Support Thereof; Declaration of Silvia Madrigal Vargas In Support Thereof; Declaration of Michael Grebe In Support Thereof; and [Proposed] Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (Filed 9.30.22)	1.1	1.2	2	4.2
Prepare Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Service Payments Briefing and Supporting Documents (Anticipated)	2.5	1.2	0	3.7
Total Hour Per Lawyer:	142.4	137.1	184.3	
Total Hours Combined:	463.8			

EXHIBIT 2



2021 Real Rate Report®

The Industry's
Leading Analysis
of Law Firm Rates,
Trends, and Practices



Wolters Kluwer

When you have to be right



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A Letter to Our Readers

Welcome to the Wolters Kluwer's ELM Solutions Real Rate Report®, the industry's leading data-driven benchmark report for lawyer rates.

Our Real Rate Report has been a relied upon data analytics resource to the legal industry since its inception in 2010 and continues to evolve. The Real Rate Report is powered by Wolters Kluwer's ELM Solutions LegalVIEW® data warehouse, the world's largest source of legal performance benchmark data, which has grown to include over \$150 billion in anonymized legal data.

This year, we launched our LegalVIEW Insights Report series, which explores the emerging trends behind the overall legal spend volatility seen in corporate legal departments. The insights reports coupled with the Real Rate Report are great tools to drive actionable decisions.

The legal services industry relies on internal analytics and the use of external data resources, such as the LegalVIEW® data warehouse, to support legal management strategies. The depth and details of the data in the Real Rate Report enable you to better benchmark and make more informed investment and resourcing decisions for your organization.

As with past Real Rate Reports, all of the data analyzed are from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters to give legal departments and law firms greater ability to pinpoint areas of opportunity. We strive to make the Real Rate Report a valuable and actionable reference tool for legal departments and law firms.

As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank our data contributors for participating in this program. And we thank you for making Wolters Kluwer's ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to continuing to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Barry Ader

Vice President, Product Management and Marketing
Wolters Kluwer's ELM Solutions

Report Use Considerations

2021 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

Rates increase in geographic areas with growing population

Additional analysis was performed to examine the impact of geographic location on law firm hourly rates. This report, like previous ones, shows that large, cosmopolitan legal services markets like New York City, San Francisco, and Los Angeles are associated with higher hourly rates. In addition, our analysis reveals a significant spike in hourly rates in areas of the country

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Report Use Considerations

that are currently experiencing high population growth. Significant average rate increases occurred from 2020 to 2021 in many areas, but especially Fresno, California (~15% average rate increase), Greenville, SC (~18%), Miami, FL (~9%), Nashville, TN (~11%), Oklahoma City (~13%), Phoenix, AZ (~10%), and Seattle, WA (~11%) -- all of which have experienced much higher than average population growth in recent years.

The correlation between hourly rates and population growth makes sense. When people and businesses move into an area, it creates a spike in demand for all sorts of goods and services, including legal services. However, it is hard for the supply of legal services to move as quickly as demand because attorneys looking to move into a new geographic area face high switching costs that most will refuse to pay unless they absolutely have to.

First, attorneys looking to take work in a new state have to get licensed there, which takes time and effort and is a distraction that can reduce their current income in the form of the number of hours they are able to bill to clients. Second, despite the rise in remote working, many attorneys looking to establish practices in a new geographic location may have to establish at least some physical presence there, find a new office, new lodging, and potentially uproot their entire family. Third, even if the switching costs of licensure, physically moving, etc. are paid, attorneys may fear yet another switching cost in the form of attrition of their existing clients from their original geographic locale, who may view them as no longer investing in their knowledge of the legal problems and legal solutions that are specific to the original locale.

³ Source: 2020 RRR. Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

Cities

By Matter Type

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Kansas City MO	Non-Litigation	Associate	95	\$250	\$320	\$385	\$323	\$288	\$278
		Partner	14	\$285	\$350	\$484	\$402	\$445	\$413
Las Vegas NV	Non-Litigation	Partner	19	\$250	\$300	\$445	\$375	\$421	\$480
		Associate	12	\$238	\$323	\$377	\$320	\$282	\$280
Little Rock AR	Non-Litigation	Partner	12	\$215	\$215	\$300	\$267	\$290	\$274
Los Angeles CA	Litigation	Partner	342	\$475	\$715	\$1,042	\$759	\$708	\$694
		Associate	433	\$402	\$602	\$806	\$610	\$583	\$535
Los Angeles CA	Non-Litigation	Partner	559	\$600	\$880	\$1,160	\$894	\$872	\$816
		Associate	761	\$480	\$685	\$895	\$696	\$665	\$620
Louisville KY	Litigation	Partner	18	\$265	\$356	\$405	\$344	\$353	\$338
		Associate	16	\$178	\$200	\$278	\$225	\$227	\$214
Louisville KY	Non-Litigation	Associate	12	\$208	\$215	\$249	\$224	\$230	\$197
		Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Madison WI	Non-Litigation	Partner	15	\$244	\$389	\$529	\$421	\$424	\$430
Memphis TN	Litigation	Partner	16	\$290	\$415	\$425	\$364	\$355	\$347
		Associate	20	\$298	\$340	\$369	\$345	\$346	\$334
Miami FL	Litigation	Partner	100	\$282	\$475	\$614	\$465	\$473	\$453
		Associate	100	\$282	\$475	\$614	\$465	\$473	\$453

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Jackson MS	7 or More Years	22	\$55	\$55	\$183	\$124	\$125	\$183
Kansas City MO	3 to Fewer Than 7 Years	26	\$252	\$310	\$349	\$306	\$294	\$292
	7 or More Years	28	\$295	\$325	\$370	\$325	\$283	\$282
Los Angeles CA	Fewer Than 3 Years	70	\$494	\$533	\$622	\$543	\$511	\$413
	3 to Fewer Than 7 Years	128	\$533	\$709	\$821	\$673	\$582	\$510
	7 or More Years	164	\$412	\$565	\$841	\$629	\$604	\$576
Miami FL	3 to Fewer Than 7 Years	14	\$277	\$340	\$408	\$364	\$323	\$323
	7 or More Years	30	\$310	\$475	\$540	\$431	\$429	\$374
Minneapolis MN	3 to Fewer Than 7 Years	23	\$330	\$351	\$462	\$394	\$388	\$355
	7 or More Years	26	\$326	\$448	\$580	\$441	\$397	\$384
Nashville TN	7 or More Years	13	\$245	\$283	\$325	\$287	\$271	\$253
New Orleans LA	3 to Fewer Than 7 Years	13	\$235	\$238	\$280	\$251	\$260	\$248
	7 or More Years	13	\$260	\$340	\$364	\$324	\$326	\$276
New York NY	Fewer Than 3 Years	160	\$440	\$590	\$775	\$629	\$560	\$513
	3 to Fewer Than 7 Years	237	\$412	\$670	\$875	\$681	\$625	\$559

Section I: High-Level Data Cuts

Cities

By Years of Experience

2021 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2021	2020	2019
Los Angeles CA	Fewer Than 21 Years	173	\$550	\$855	\$1,065	\$815	\$724	\$703
	21 or More Years	332	\$527	\$725	\$1,145	\$844	\$818	\$758
Memphis TN	Fewer Than 21 Years	11	\$283	\$300	\$340	\$317	\$324	\$309
	21 or More Years	17	\$365	\$415	\$425	\$391	\$379	\$370
Miami FL	Fewer Than 21 Years	44	\$408	\$540	\$583	\$503	\$484	\$485
	21 or More Years	99	\$414	\$550	\$750	\$569	\$564	\$532
Milwaukee WI	Fewer Than 21 Years	14	\$306	\$358	\$433	\$373	\$355	\$323
	21 or More Years	26	\$375	\$470	\$545	\$535	\$530	\$431
Minneapolis MN	Fewer Than 21 Years	41	\$400	\$520	\$604	\$513	\$515	\$478
	21 or More Years	82	\$450	\$659	\$789	\$619	\$591	\$579
Nashville TN	Fewer Than 21 Years	27	\$375	\$464	\$495	\$436	\$413	\$374
	21 or More Years	49	\$420	\$470	\$536	\$481	\$472	\$433
New Orleans LA	Fewer Than 21 Years	24	\$275	\$305	\$390	\$346	\$361	\$337
	21 or More Years	40	\$295	\$332	\$412	\$352	\$373	\$369
New York NY	Fewer Than 21 Years	456	\$656	\$1,044	\$1,407	\$1,033	\$987	\$938

Section I: High-Level Data Cuts

Cities

By Role

2021 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2021	2020	2019
Little Rock AR	Partner	16	\$215	\$250	\$300	\$272	\$287	\$282
Los Angeles CA	Partner	786	\$536	\$822	\$1,101	\$843	\$808	\$766
	Associate	1,110	\$450	\$653	\$860	\$664	\$636	\$587
Louisville KY	Partner	25	\$278	\$355	\$400	\$348	\$363	\$348
	Associate	25	\$180	\$210	\$264	\$224	\$228	\$210
Madison WI	Partner	15	\$241	\$389	\$536	\$419	\$435	\$440
Memphis TN	Partner	30	\$290	\$351	\$415	\$354	\$351	\$342
Miami FL	Partner	226	\$360	\$530	\$675	\$525	\$524	\$516
	Associate	149	\$265	\$361	\$475	\$375	\$381	\$365
Milwaukee WI	Partner	52	\$316	\$390	\$476	\$452	\$450	\$387
	Associate	36	\$270	\$305	\$358	\$316	\$305	\$269
Minneapolis MN	Partner	175	\$419	\$595	\$711	\$578	\$544	\$531
	Associate	137	\$295	\$406	\$521	\$405	\$377	\$376
Nashville TN	Partner	108	\$375	\$468	\$535	\$463	\$457	\$414
	Associate	73	\$252	\$311	\$338	\$305	\$283	\$257

EXHIBIT 3

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 4

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Brittany V. Berzin (Cal. State Bar No. 331441)
Jessica L. Hart (Cal. State Bar No. 312080)
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Douglas Han (SBN 232858)
Shunt Tatavos-Gharajeh (SBN 272164)
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Facsimile: 818-230-7259
Email: ghan@justicelawcorp.com

Attorneys for Plaintiff SILVIA MADRIGAL
VARGAS, on behalf of herself and similarly
situated employees

Attorneys for Plaintiff MICHEAL GREBE, on
behalf of himself and similarly situated employees

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

MICHEAL GREBE as individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

MARY ANN'S BAKING CO., INC., a
California Corporation; and DOES 1 to 100,
inclusive,

Defendants.

SILVIA MADRIGAL VARGAS, individually
and on behalf of all other similarly situated
employees,

Plaintiff,

vs.

MARY ANN'S BAKING CO., INC., a
California Corporation; and DOES 1 to 100,
inclusive,

Defendant.

Case Nos.: 34-2020-00285254 (lead case)

Case No. 2:21-CV-00320-JAM-JDP

(Associated case removed to the United States
District Court for the Eastern District on
February 19, 2021)

**AGREEMENT RE: JOINT
PROSECUTION, FEE SPLITTING, AND
COSTS**

1 The parties to this agreement are the Shimoda Law Corp. by Galen Shimoda and the Justice
2 Law Corporation by Douglas Han (the Parties). This document sets forth the entire agreement
3 between the Parties to divide any fees and costs resulting from a settlement or other resolution of the
4 case.

5 1. Joint Prosecution, Lead Counsel, and Secondary Counsel

6 a. The Justice Law Corporation shall be designated and act as Lead Counsel.
7 Shimoda Law Corp. shall be Secondary Counsel. Lead Counsel will prepare all necessary pleadings,
8 motions, discovery, and other documents as necessary to prosecute the case in a reasonable manner up
9 until mediation; However, Lead Counsel shall have exclusive right and authority to allocate and
10 apportion work between Lead Counsel and Secondary Counsel as necessary.

11 2. Fees and Costs

12 a. Any and all attorneys' fees awarded by the Court or otherwise obtained as a
13 result of settlement of the Case shall be divided as follows:

- 14 i. A minimum of 75% of the gross fee to Lead Counsel;
15 ii. A minimum of 25% of the gross fee to Secondary Counsel;
16 iii. Court and other costs shall be shared according to the division in this
17 Agreement; and

18 b. Secondary Counsel will prepare and file all agreements, pleadings and other
19 documents necessary to obtain an award of attorneys' fees and costs upon any successful resolution of
20 the case. Lead Counsel will prepare and sign any agreements, pleadings and other documents
21 necessary, and as requested by Secondary Counsel, to obtain an award of attorneys' fees in the
22 consolidated cases.

23 c. In any agreement, motion or other pleading in the case requesting an order for
24 reimbursements of litigation and other costs, Lead Counsel will request that Secondary Counsel be
25 awarded costs if expended. Secondary Counsel will provide all receipts for costs, and prepare and
26 sign any agreements, pleadings and other documents reasonably necessary, and as requested by Lead
27 Counsel, to obtain an award of attorney's costs in the case.

28 d. Fees and Costs awarded by the Court for any reason in the case shall be

distributed in accordance with the terms of this agreement by the claims or settlement administrator selected by Lead Counsel, and/or as otherwise approved by the Court in any class settlement.

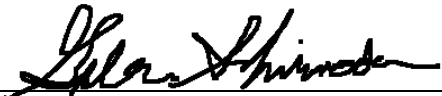
e. This agreement shall be operative until the date of the mediation or a short period thereafter, if there is continued desire to settle the case. If the mediation and/or settlement negotiations fail, this agreement will be null and void.

3. Client Approval.

a. Subject to Rule 1.5.1 of the Rules of Professional Conduct, the total fee charged by all attorneys is not increased solely by reason of the agreement to divide fees.

Dated: June 2, 2021

SHIMODA LAW CORP.

By: 
Galen T. Shimoda
Attorney for Plaintiff
SILVIA MADRIGAL VARGAS

Dated: June 2, 2021

JUSTICE LAW CORPORATION

By: 
Douglas Han
Attorneys for Plaintiff
MICHEAL GREBE

CLIENT APPROVAL

I, MICHEAL GREBE, have read the terms set forth above and the fee sharing arrangement between the law firms. I have no objections to this agreement.

Date: 06/02/2021 
MICHEAL GREBE

I, SILVIA MADRIGAL VARGAS, have read the terms set forth above and the fee sharing arrangement between the law firms. I have no objections to this agreement.

Date: 6/3/2021 
SILVIA MADRIGAL VARGAS

EXHIBIT 5

Cases	Court	Case Number	Judge
Jamie Contreras v. Stueves's Milk Transport, Inc.	San Bernardino County Superior Court	CIVDS1304440	David Cohn
Art Kelly et al. v. Barker Management, Inc.	Los Angeles County Superior Court	BC506120	Kenneth Freeman
Patrick Arrellano v. Tolt, LLC; Tolt Service Group, Inc.	Los Angeles County Superior Court	BC512644	Amy Hogue
Derya Keles et al. v. The Art of Shaving-FL, LLC	Alameda County Superior Court	RG13687151	Wynne Carville
Marc Newman v. Hyder & Company	San Diego County Superior Court	37-2013-00051617-CU-OE-CTL	John Meyer
Abigail Stahl v. Fred Leeds Properties, Inc.	Los Angeles County Superior Court	BC509716	John Wiley, Jr.
Johnny Esters et al. v. HBD LTD, Limited Partnership	Kern County Superior Court	S-1500-CV-279879 DRL	David Lampe
Brian Davidson et al. v. Lentz Construction General Engineering Contractor, Inc.	Kern County Superior Court	S-1500-CV-279842-LHB	Lorna Brumfield
Lindsay Griffiths v. Paper Source, Inc.	Los Angeles County Superior Court	BC506121	William Highberger
Gabriel Betancourt v. Hugo Boss USA	Los Angeles County Superior Court	BC506988	Kenneth Freeman
Stephen McDougale et al. v. Ensign Drilling Company (California), Inc.	Kern County Superior Court	S-1500-CV-279842-LHB	Lorna Brumfield
Cody Pierce v. Progress Rail Services Corporation	Kern County Superior Court	S-1500-CV-282596	David Lampe
Michael Weston et al. v. Helmerich & Payne International Drilling Co.	Kern County Superior Court	1500 CV279549	David Lampe
Rod Rodriguez v. B&L Casing Service, LLC	Kern County Superior Court	S-1500-CV-282709-DRL	David Lampe
Jose Duval et al. v. DBI Beverage, Inc.	Santa Clara County Superior Court	1-14-CV-266154	Peter Kirwan
Pamela Van Goey v. Pro's Choice Beauty Care, Inc.	Los Angeles County Superior Court	BC545400	John Wiley, Jr.
Michael Peterson v. T-J Roofing Co., Inc (Baker Roofing)	San Joaquin County Superior Court	39-2014-00316043-CU-OE-STK	Barbara Kronlund
Ilya Zaydenburg et al. v. Crocs Retail, Inc.	Los Angeles County Superior Court	BC554214	John Wiley, Jr.
Jeff Hartzell et al. v. Truitt Oil Field Maintenance Corporation	Kern County Superior Court	S-1500-CV-283011-DRL	David Lampe
Nickolus Blevins v. Watkins Construction Co., Inc.	Kern County Superior Court	S-1500-CV-283079-LHB	Lorna Brumfield
Jennifer Ailey et al. v. Restoration Hardware, Inc.	Los Angeles County Superior Court	JCCP4794	William Highberger
Mario Navarro-Sales et al. v. Markstein Beverage Co.	Sacramento County Superior Court	34-2015-00174957	Alan Perkins
Jason Novak v. Midlands Management Corporation; Midlands Claim Administrators	Los Angeles County Superior Court	BC56702	Ann Jones
Oscar Pina v. Zim Industries, Inc. dba Bakersfield Well & Pump	Kern County Superior Court	S-1500-CV-284498-SPC	Sidney Chapin
David W. White et al. v. Pilot Travel Centers LLC	San Joaquin County Superior Court	39-2013-00301569-CU-OE-STK	Linda Lofthus
Kristin Hollinger et al. v. Safety Management Systems, LLC	Kern County Superior Court	S-1500-CV-284499-DRL	David Lampe
Michelle Ross et al. v. Southern State Insurance (Alsmadi)	Los Angeles County Superior Court	BC507217	Kenneth Freeman
Simone Blattler et al. v. Kate Spade & Company	Los Angeles County Superior Court	BC521256	Kenneth Freeman
Melba Hynick v. AmeriFirst Financial, Inc.	Los Angeles County Superior Court	BC573246	Lisa Hart Cole
Evelyn Antoine v. Rivertone Residential CA, Inc. dba Riverstone Residential Group	Sacramento County Superior Court	34-2013-00155974	Alan Perkins
Lesly Chavez et al. v. East West Bank	San Francisco County Superior Court	CJC-13-004839	Curtis Karnow
John Kim v. Hanmi Bank	Los Angeles County Superior Court	BC534578	Elihu Berle
Nickolous Blevins v. Republic Refrigeration, Inc.	Los Angeles County Superior Court	BC579924	Elihu Berle
Melba Hynick et al. v. International City Mortgage, Inc.	San Bernardino County Superior Court	CIVDS1502516	Keith Davis
Jose Contreas v. Towne Center Property Management, Inc.	Los Angeles County Superior Court	BC513621	Ann Jones

Cases	Court	Case Number	Judge
Cody Pierce et al. v. Robert Heely Construction, LP	Kern County Superior Court	S-1500-CV-282474-LHB	Lorna Brumfield
Terry Tauchman v. Outerwall, Inc. aka Coinstar, Inc.	Sacramento County Superior Court	34-2013-00154815	Alan Perkins
Sherrie Ward et al. v. Amazon Processing, LLC dba Appstar Financial	San Diego County Superior Court	37-2015-00012522-CU-OE-CTL	Timothy Taylor
Karen McKinnon et al. v. Renovate America, Inc.	San Diego County Superior Court	37-2015-00038150-CU-OE-CTL	John Meyer
Mark Aceves et al. v. Cambro Manufacturing Company	Orange County Superior Court	30-2015-00810013-CU-OE-CXC	Glenda Sanders
Kevin Marking v. Randy's Trucking, Inc.	Kern County Superior Court	BCV-15-100180-TSC	Thomas Clark
Daniel Saiyasit et al. v. Saccani Distributing Company	Sacramento County Superior Court	34-2015-00187440	Raymond Cadei
Michael Emerson et al. v. Ganahl Lumber Company	Orange County Superior Court	30-2014-00747750-CU-OE-CXC	Kim Dunning
Jose Salas v. Clean Harbor Environmental Services, Inc.	Kern County Superior Court	BCV-15-100187DRL	David Lampe
Edwin Murillo v. W.A. Thompson, Inc	Kern County Superior Court	BCV-16-101994	Sidney Chapin
Tyrone Windham et al. v. T.F. Louderback, Inc. dba Bay Area Beverage Company	Contra Costa County Superior Court	CIVMSC16-00861	Barry Goode
Derrick Lankford v. Roseburg Forest Products Co.	Los Angeles County Superior Court	BC603618	Ann Jones
Alejandro Hernandez v. Crest Beverage, LLC	San Diego County Superior Court	37-2015-00039163-CU-OE-CTL	Katherine Bacal
Martin Gonzalez v. Matagrano Inc.	San Francisco County Superior Court	CGC-16-550494	Curtis Karnow
Malachi Smith et al. v. Marketstar Corporation	Alameda County Superior Court	JCCP004820	George Hernandez
Justin Dougherty v. Redbox Automated Retail, LLC	Los Angeles County Superior Court	BC544841	Maren Nelson
Edgardo Madrigal et al. v. Couch Distributing Company, Inc.	Santa Cruz County Superior Court	15-CV-00439	Paul Burdick
Rodney Hoffman v. Blattner Energy Inc.	United States District Court of Central California	ED CV 14-2195-DMG (DTBx)	Dolly Gee
Ruben Amaya v. Apex Merchant Group, LLC dba Express Processing	Sacramento County Superior Court	34-2015-00186623-CU-OE-GDS	Steven Rodda
Eduardo De La Torre et al. v. Acuity Brands Lighting, Inc.	San Bernardino County Superior Court	CIVDS1601800	Donna Gunnell Garza
Carlos Ramirez v. Mashburn Transportation Services, Inc.	Kern County Superior Court	BCV-15-100591-SPC	Stephen Schuett
Dennis Carr et al. v. American Security Products Company	San Bernardino County Superior Court	CIVDS1606769	Wilfred Schneider, Jr.
Shane Burke v. Petrol Production Supply, Inc.	Kern County Superior Court	BCV-15-101092-SPC	Stephen Schuett
Sam John et al. v. Rival Well Services Incorporated	Kern County Superior Court	BCV-15-100504-SPC	Stephen Schuett
Tanya Orosco v. Visionary Home Builders of California	Sacramento County Superior Court	34-2017-00210368-CU-OE-GDS	Christopher Krueger
Eric Savage et al. v. Regus Management Group, LLC	Los Angeles County Superior Court	BC498401	Elihu Berle
Adalberto Chavana v. Golden Empire Equipment, Inc.	Kern County Superior Court	BCV-16-102796-DRL	David Lampe
Jeff Prince v. Ponder Environmental Services, Inc.	Kern County Superior Court	BCV-16-100784-DRL	David Lampe
Fernando Mondragon et al. v. Oldenkamp Trucking, Inc.	Kern County Superior Court	BCV-16-102399	Stephen Schuett
John Steele et al. v. Delta Sierra Beverage, LLC	Sacramento County Superior Court	34-2017-00206727	Alan Perkins
Nabor Navarro v. Trans-West Intermodal, Inc.	San Bernardino County Superior Court	CIVDS1700850	Brian McCarville
David Dobbs v. Wood Group PSN, Inc.	Kern County Superior Court	BCV-16-101078-DRL	David Lampe
Keith Lacy v. Azuma Foods International, Inc., USA	Alameda County Superior Court	RG16827402	Winifred Smith
Julio Ceron et al. v. Hyrdo Resources-West, Inc.	Kern County Superior Court	BCV-15-101461	Stephen Schuett
Antonio Calderon v. BKB Construction, LP	Kern County Superior Court	BCV-17-102154-DRL	David Lampe

Cases	Court	Case Number	Judge
Silvia Harbabikian et al. v. Williston Financial Group, LLC	Ventura County Superior Court	56-2016-00485186-CU-OE-VTA	Kent Kellegrew
Alex Vega et al. v. Advance Beverage Co., Inc.	Kern County Superior Court	BCV-16-100848-DRL	David Lampe
Emmanuel Villarin v. BHFC Operating LLC dba Bottega Louie	Los Angeles County Superior Court	BC616136	Carolyn Kuhl
Milton Krisher et al. v. General Production Service of California, Inc.	Kern County Superior Court	BCV-15-100795	David Lampe
Steve Stuck v. Jerry Melton & Sons Construction, Inc.	Kern County Superior Court	BCV-16-101516-DRL	David Lampe
Caryn Rafferty et al. v. Academy Mortgage Corporation	Sacramento County Superior Court	34-2016-00191285-CU-OE-GDS	David Brown
Carrie Baker v. Central Coast Home Health	San Luis Obispo County Superior Court	17CV-0219	Tana Coates
Jamar Farmer v. Cooks Collision, Inc.	Napa County Superior Court	17CV000969	Diane Price
Alvin Hayes et al. v. Advanced Drainage Systems, Inc.	Kern County Superior Court	BCV-17-101019	Stephen Schuett
Carlos Ramirez v. Crestwood Operations LLC	Kern County Superior Court	BCV-17-100503	David Lampe
Belen Torrez v. Freedom Mortgage Corporation	San Bernardino County Superior Court	CIVDS1709351	David Cohn
Nickolous Blevins v. California Commercial Solar, Inc.	Kern County Superior Court	BCV-17-199571	Stephen Schuett
Ricardo Ortega et al. v. Nestle Waters North America, Inc.	Los Angeles County Superior Court	BC623610	Carolyn Kuhl
Marco Reyes v. Halliburton Energy Services, Inc.	Kern County Superior Court	S-1500-CV-280215-SDS	Stephen Schuett
Dennis Carr v. So-Cal Structural Steel Fabrication, Inc.	San Bernardino County Superior Court	CIVDS1605828	Thomas Garza
Dois Sides et al. v. S.A. Camp Pump Company	Kern County Superior Court	BCV-16-100219-DRL	David Lampe
Javier Cisneros et al. v. Wilbur-Ellis Company LLC	Kern County Superior Court	BCV-17-102836-DRL	David Lampe
Landon Fulmer, Jr. et al. v. Golden State Drilling, Inc.	Kern County Superior Court	S-1500-CV0279707-SDS	Stephen Schuett
Alejandro Hernandez v. NUCO2 Management, LLC	Kern County Superior Court	BCV-17-102571-SDS	Stephen Schuett
Carlos McCollum et al. v. Delta Tech Service, Inc.	Solano County Superior Court	FCS049504	Scott Daniels
Juan Garcia et al. v. Straub Distributing Company, LTD	Kern County Superior Court	BCV-18-100377-DRL	David Lampe
Hal Weinshank et al. v. Freedom Mortgage Corporation	Sacramento County Superior Court	34-2018-00229068	David Brown
Carl Morel et al. v. Aseptic Solutions USA Ventures, LLC	Riverside County Superior Court	RIC1711383	Craig Riemer
Bridgette Guzman v. CrossCountry Mortgage, Inc.	San Diego County Superior Court	37-2017-00050474-CU-OE-CTL	Richard Whitney
Jose Castillo v. Gabriel I. Cruz dba GIC Transport Inc.	Kern County Superior Court	BCV-17-101807-DRL	Thomas Clark
Maximo Garcia et al. v. Glide Rite	Los Angeles County Superior Court	BC665485	William Highberger
Marie Hernandez v. Starbucks Corporation dba Teavana	Ventura County Superior Court	56-2017-00497449-CU-OE-VTA	Matthew Guasco
Talia Turner et al. v. Alliance Residential, LLC	Sacramento County Superior Court	34-2016-00199504-CU-OE-GDS	Alan Perkins
Genio Chuen v. 911 Mobile Mechanic, LLC	Orange County Superior Court	30-2017-00943421-CU-OE-CXC	Glenda Sanders
Elbern Gentry v. Eugene Burger Management Corporation	Sacramento County Superior Court	34-2015-00182515-CU-OE-GDS	David Brown
Daniel Lee v. Westside Habitats, LLC	Los Angeles County Superior Court	BC702296	Elihu Berle
Victor Felix v. Remedial Transportation Services, Inc.	Kern County Superior Court	BCV-18-102595	David R. Lampe
Amy Lustig v. Skyline Financial Corporation	Los Angeles County Superior Court	JCCP4929	Daniel Buckley
Maurice Bunche et al. v. Mettler-Toledo Rainin, LLC	Alameda County Superior Court	RG18899279	Winifred Smith
Richard Valencia v. Hill Phoenix, Inc.	San Bernardino County Superior Court	CIVDS1715125	David Cohn
Annie Ayala v. Cherry Creek Mortgage Co., Inc.	San Bernardino County Superior Court	CIVDS1813616	David Cohn
Melissa Paez v. C&R Restaurant Group, LP	Kern County Superior Court	BCV-18-103171	Stephen Schuett

Cases	Court	Case Number	Judge
Johnie Honeycutt et al. v. California Sierra Express, Inc.	Sarremonto County Superior Court	34-2017-00210723	David Brown
Jimmy Alexander v. Republic Services, Inc.	Kern County Superior Court	BCV-18-102520-DRL	David Lampe
Jose Garcia v. Hronis, Inc	Kern County Superior Court	BCV-18-101510	David Lampe
Carlos Koreisz et al. v. On Q Financial, Inc	Ventura County Superior Court	56-2018-00511 126-CU-OE-VTA	Mark Borrell
Jason Manas et al. v. Kenai Drilling Limited	Los Angeles County Superior Court	BC546330	Daniel Buckley
Michelle Xiong et al. v. Hilltop Ranch, Inc.	Merced County Superior Court	18CV-01340	Brian McCabe
David Bibb v. Gazelle Transportation, LLC	Kern County Superior Court	BCV-18-103172-DRL	David Lampe
Israel Balderama v. Steeler, Inc.	Kern County Superior Court	BCV-18-102314-DRL	David Lampe
Donna Chavez v. Munchkin, Inc.	San Bernardino County Superior Court	CIVDS1829987	John Tomberlin
Julio Rodriguez v. Square-H Brands, Inc	Los Angeles County Superior Court	BC719423	Elihu Berle
Jose Godinez et al. v. Lazer Spot, Inc.	Kern County Superior Court	BCV-17-102721	Thomas Clark
Ratcliffe v. Gold Star Mortgage Financial Group	Orange County Superior Court	30-2017-00918768-CU-OE-CXC	Peter Wilson
Jose Duval v. Pacific States Petroleum, Inc.	Sacramento County Superior Court	34-2018-00231934, 34-2018-243085	David Brown
Karen Morgan v. Childtime Childcare, Inc. (Federal)	United States District Court of Central California	8:17-cv-01641 AG (KESx)	Andrew Guilford
Alejandro Amador v. RMJV, LP dba Fresh Creative Foods	San Diego County Superior Court	37 -2018-00045893-CU-OE-NC	Jacqueline Stern
Georgeta Beldiman v. Universal Hospital Services, Inc.	Kern County Superior Court	BCV-18-102235-SDS	Stephen Schuett
Juan Sanchez v. Leon Krous Drilling, Inc.	Los Angeles County Superior Court	BC705069	William Highberger
Araz Parseghian et al. v. Homestreet Bank	Sacramento County Superior Court	34-2018-00241855-CU-OE-GDS	David Brown
Jose Garcia v. Pacific Coast Supply, LLC	Sacramento County Superior Court	30-2019-00247748-CU-OE-GDS	David Brown
Carl Powell et al. v. West Coast Casing, LLC	Kern County Superior Court	BCV-15-100277-DRL	David R. Lampe
Daniel Flores v. Wilmar Oils & Fats (Stockton), LLC	San Joaquin County Superior Court	STK-CV-UOE-2018-0012758	Barbara Kronlund
Jordan Dahlberg et al. v. Fresno Beverage Company dba Valley Wide Beverage	Tulare County Superior Court	VCU279083	Bret Hillman
Kamada McDaniel v. Royal Cup, Inc.	Alameda County Superior Court	RG19001661	Brad Seligman
Steven Franklin v. Synergy One Lending, Inc.	Kern County Superior Court	BCV-20-100178-SDS	Stephen Schuett
Jorge Proctor v. Helena Agri Enterprises, LLC	San Diego County Superior Court	37-2018-00057894-CU-OE-CTL	Joel Wohlfeil
Mariano Martinez v. Community Playgrounds, Inc.	Solano County Superior Court	FCS053879	Bradley Nelson
Fabian Mayorag v. Sturgeon Services International, Inc.	Los Angeles County Superior Court	BC509717	Ann I. Jones
Christine Arman v. Circor Aerospace, Inc.	Riverside County Superior Court	RIC1613578	Sunshine Sykes
Liam Meyers et al v. Power Machinery Center	Kern County Superior Court	BCV-19-100897-DRL	David R. Lampe
Imelda De Vega v. Baxter Healthcare Corporation	Merced County Superior Court	20CV-00782	Brian McCabe
Mario R. Guerrero et al. v. Plaza Home Mortgage, Inc.	Imperial County Superior Court	ECU001150	L. Brooks Anderholt
Marcel Harrington et al. v. Arlon Graphics, LLC	Orange County Superior Court	30-2018-00970444-CU-OE-CXC	Peter Wilson
Daishun Luckett v. King's Hawaiian Bakery West, Inc. et al.	Los Angeles County Superior Court	19TRCV00761	Gary Y. Tanaka
Harry Noriesta v. Konica Minolta Business Solutions U.S.A., Inc.	United States District Court of Central California	EDCV 19-620-JGB (KKx)	Jesus G. Bernal
Rance Lewis v. Environmental Waste Minimization, Inc.	Kern County Superior Court	BCV-19-102248-SDS	Stephen Schuett
Juan Olivas et al. v. VCI Construction, LLC	Kern County Superior Court	BCV-20-100512-SDS	Stephen Schuett

Cases	Court	Case Number	Judge
Jonathan McAllister et al. v. La Tortilla Factory, Inc.	Sonoma County Superior Court	SCV-263220	Gary Nadler
Luis Ross et al. v. Cardinal Financial Company L.P.	Orange County Superior Court	30-2018-00998757-CU-OE-CXC	William Claster
Mansour Nije v. Lucira Health, Inc. f/k/a Diassess, Inc.	Alameda County Superior Court	RG20055890	Julia A. Spain
Byron Woods et al. v. Johanson Dielectrics, Inc.	Los Angeles County Superior Court	19STC11487	Maren Nelson
Harry Noriesta v. Konica Minolta Business Solutions U.S.A., Inc.	Merced County Superior Court	20CV-01183	Brian McCabe
Guy Beaudoin et al. v. Weststar Transportation, Inc.	Kern County Superior Court	BCV-18-101045	David R. Lampe
Josh Spier et al. v. Gibbs International, Inc.	Kern County Superior Court	BCV-19-101774-DRL	David R. Lampe
Raynisha Buntun et al. v. 1st Class Staffing et al.	San Joaquin County Superior Court	STK-CV-UOE-2018-15239	Geoge J. Abdallah
Thomas Cuen v. Patriot Environmental Services, Inc.	Kern County Superior Court	BCV-18-102851	David R. Lampe
Sovann Touch v. Presidio Components	Kern County Superior Court	BCV-20-101005	David R. Lampe
Justin Janis et al. v. United Rentals (North America), Inc.	Kern County Superior Court	BCV-19-102692	David R. Lampe
Jeff Borghi v. Goldco Direct LLC dba Goldco Precious Metals	Ventura County Superior Court	56-2019-00533053-CU-OE-VTA	Jeffery G. Bennet
John Kula v. Markem-Imaje Corporation	San Bernardino County Superior Court	CIVDS1911687	Bryan F. Foster
Joseph Garza v. CIG Logistics (Continental Intermodal Group)	Kern County Superior Court	BCV-19-102776-SDS	Stephen Schuett
Robin Arnold v. Guranteed Rate, Inc.	Ventura County Superior Court	56-2019-00523081-CU-OE-VTA	Jeffery G. Bennet
Tyler Arciniega et al. v. Ony Glo, Inc. dba Mortgage Bankers	San Bernardino County Superior Court	CIVDS1901760	Brian S. McCarville
Erica Corona et al. v. Property West, Inc.	San Diego County Superior Court	37-2017-00028103-CU-OE-CTL	Ronald F. Frazier
AnnMarie Albanez v. Bank of Hope	Los Angeles County Superior Court	19STCV30577	Rafael A. Onkeko
Ernesto Perez v. Tri-Star Deying and Finishing, Inc.	Los Angeles County Superior Court	BC649292	Carolyn Kuhl
Kelly Lomeland v. Consolidated Fire Protection	Orange County Superior Court	30-2019-01056877-CU-OE-CXC	Glenda Sanders
Edward Cardenas v. Point Mortgage Corporation	San Diego County Superior Court	37-2018-00036627-CU-OE-CTL	Ronald F. Frazier
Patricial Alcantar et al v. Bay Equity, LLC	Marin County Superior Court	CIV1903376	James Chou
Efrain Perez v. Freedom Medical, Inc.	San Bernardino County Superior Court	CIVDS1903517	Bryan F. Foster
Justin Tourchette v. Finelite, Inc.	Alameda County Superior Court	RG19022885	Frank Roesch
Nathan Priess v. Fiore Management, LLC	Kern County Superior Court	BCV-20-100930-DRL	David R. Lampe
Paul Svinth v. Wastequip Manufacturing Company, LLC	Kern County Superior Court	BCV-17-102143-DRL	David R. Lampe
Marisol Coronado v. Adventist Health Medical Center Tehachapi et al.	Kern County Superior Court	BCV-19-102644	David R. Lampe
Beverly Saolom v. Pulmonox Corporation	San Mateo County Superior Court	19-CIV-05070	Nancy Fineman
Rodney Bianco et al. v. Fujitsu America, Inc.	Los Angeles County Superior Court	18STCV00254	Daniel Buckley
Mark Barnes v. American Financial Network	Orange County Superior Court	30-2017-00921175-CU-OE-CXC	William Claster
Alejandro Pichardon v. American Financial Network	Orange County Superior Court	30-2016-00880472-CU-OE-CXC	William Claster
Edgar Sanchez v. Sunpower Corporation	Kern County Superior Court	BCV-18-102563-SDS	Stephen Schuett
Keith Lacy v. Agro Merchants Oakland, LLC	Alameda County Superior Court	RG18909127	Brad Seligman
Joseph B. Williams v. Good Health, Inc. et al.	Los Angeles County Superior Court	19STCV14944	Elihu M. Berle
Matthew Tucker v. BYD Coach & Bus, LLC	Los Angeles County Superior Court	BC698921	Amy Hogue
Jamie Garcia v. Argo Chemical, Inc.	Kern County Superior Court	BCV-18-102162	David R. Lampe
Cindy Johnson et al. v. Summit Funding, Inc.	Sacramento County Superior Court	34-2018-00237292	Shama H. Mesiwala

Cases	Court	Case Number	Judge
Paul Zavala v. Donaghy Sales, LLC	Kern County Superior Court	BCV-20-102005	David R. Lampe
Luis Pelayo v. Rancho Foods, Inc.	Los Angeles County Superior Court	20NWCV00359	Raul Sahagun
Joy Mathis v. Wintrust Mortgage a division of Barrington Bank & Trust Company N.A.	Los Angeles County Superior Court	18STCV01136	Amy Hogue
Antonesha Hoshaw v. Sutherland Healthcare Global Solutions	Los Angeles County Superior Court	19STCV33165	Carolyn Kuhl
Jose Duval v. Dawson Oil Company	Sacramento County Superior Court	34-2020-00276862-CU-OE-GDS	Shama H. Mesiwala
Robin Edwards et al. v. Heartland Payment Systems, Inc.	Los Angeles County Superior Court	BC606083	Daniel Buckley
Cesar Martinez v. Blue Dot Safes Corporation	Los Angeles County Superior Court	19PSCV00618	Gloria White-Brown
Sasha Ellis v. UDR LP et al.	Orange County Superior Court	30-2018-01022710-CU-OE-CXC	William Claster
Steven DelCorso v. Westland Technologies, Inc.	Stanislaus County Superior Court	CV-20-002807	John R. Mayne
Victor Duron et al. v. Super Care, Inc.	Los Angeles County Superior Court	19STCV1479	Kenneth Freeman
Jenay Clayton et al. v. Land Home Financial Services, Inc.	Sacramento County Superior Court	34-2019-00258005-CU-OE-GDS	Shama H. Mesiwala
Priscilla Ramirez v. Amphastar Pharmaceuticals, Inc.	San Bernardino County Superior Court	CIVDSZOI1327	David Cohn
Gina Davidson v. Augusta Financial, Inc.	Los Angeles County Superior Court	20CHCV00420	Melvin Sandvig
Bob Vilitchai v. Ametek Programmable Power, Inc. et al.	San Diego County Superior Court	37-2015-00025968-CU-OE-CTL	Gregory W. Pollack
Carleton Hargrove v. San Diego County Credit Union (PAGA)	San Diego County Superior Court	37-2019-00049944-CU-OE-CTL	Joel R. Wohlfeil
Diego Ayala et al. v. J.C. Ford Company	Kern County Superior Court	BCV-20-102948-DRL	David R. Lampe
Francisco Munoz v. Bon Suisse, Inc.	San Diego County Superior Court	37-2018-00031675-CU-OE-CTL	Kenneth J. Medel
Frank Fernandez v. Confluent Medical Technologies, Inc.	Alameda County Superior Court	RG19012821	Brad Seligman
Monique Gonzalez v. Murad, LLC	Los Angeles Count Superior Court	19STCV28937	Yvette M. Palazuelos
Elizabeth Stacy v. Branded Group, Inc.	Kern County Superior Court	BCV-21-100443-BCB	Bernard C. Barmann
Brittney Hart v. Zazzle, Inc.	San Mateo County Superior Court	20-CIV-01321	Nancy L. Fineman
Eric Williams v. Aetna, Inc. et al.	Alameda County Superior Court	RG19004083	Stephen Kaus
Lavelle Marshall v. Impossible Foods, Inc.	Alameda County Superior Court	RG20052303	Brad Seligman
Alphonso Rivera, et al. v. Love Automotive Group, Inc.	Kern County Superior Court	BCV-18-102730	David R. Lampe
Ron Ferguson adv. Alpha Petroleum Transport, Inc et al.	Kern County Superior Court	BCV-18-101446-BCB	Bernard C. Barmann
Lisa Ramirez et al. v. CareFushon Resources, LCC et al.	San Diego County Superior Court	37-2018-0058078-CU-OE-CTL	Ronald F. Frazier
Kevin Lor v. Antech Diagnostics, Inc (PAGA)	Sacramento County Superior Court	34-2020-00282790	Shama H. Mesiwala
Ashley Simms v. John Stewart Company	Alameda County Superior Court	HG19028122	Paul D. Herbert
Nestor Bulle v. Killion Industries, Inc	San Diego County Superior Court	37-2020-00018510-CU-OE-CTL	Timothy B. Taylor
Vanessa Samaniego v. Sanmina Corporation	Kern County Superior Court	BCV-20-102817	Bernard C. Barmann
Daniel Sonico v. Ji Medical, Inc. adv. Ramat	Alameda County Superior Court	RG20062766	Evelio Grillo
Christina Signh v. Ryzen Solutions	Alameda County Superior Court	RG19039158	Frank Roesch
Joseph Fox v. Crunch, LLC	Sacramento County Superior Court	34-2020-00276101-CU-OE-GDS	Richard K. Sueyoshi
Alexander Hernandez v. Saint Gobain Performance Plastics Corporation	Orange County Superior Court	30-2020-01142388-CU-OE-CXC	Randall J. Sherman
Randall Cowen v. Everett Financial, Inc dba Supreme Lending	Sacramento County Superior Court	34-2018-00247289-CU-OE-GDS	Shama H. Mesiwala
Jerome Oswald v. L.A. Turbine	Los Angeles County Superior Court	20STCV33496	Carolyn B. Kuhl

Cases	Court	Case Number	Judge
Dyron Dorsey v. Kruger Foods, Inc.	San Joaquin County Superior Court	STK-CV-UOE-2020-0002099	Erin Guy Castillo
Garner adv. Inter-State Oil Company adv. Garner	AAA	1-21-0003-6413	Kenneth H. Yoon
Alyssa Webb-Bruner v. RA Medical Systems, Inc.	San Diego County Superior Court	37-2019-00066232-CU-OE-CTL	James A. Mangione
Janine Salinas v. Change Healthcare Technology Enabled Services, LLC	Ventura County Superior Court	56-2020-00539300	Mark Borrell
John Hernandez et al. v. Triangle Distributing Co.	Los Angeles County Superior Court	20STCV13172	Maren Nelson
Rason Williams v. National Construction Rentals, Inc	Alameda County Superior Court	RG20075904	Brad Seligman
Gina Massenzo v. Bachem Americas, Inc.	Los Angeles County Superior Court	20TRCV00591	Gary Y. Tanaka
Itxel Toribio v. ITT Aerospace Controls, LLC	Los Angeles County Superior Court	19STCV17469	Kenneth R. Freeman
Lanzell Smith Jr. v. American Campus Communitites, Inc.	Sacramento County Superior Court	34-2020-00280934	Shama H. Mesiwala
Randy Munoz v. Osram Sylvania Inc., et al.	Sacramento County Superior Court	34-2020-00284677	Judith S. Craddick
Arlene Bandril et al. v. Plastikon Industries	Alameda County Superior Court	RG19038227	Brad Seligman
Kijana Wicker v. ASC Profiles LLC (PAGA)	Sacramento County Superior Court	34-2019-00270803-CU-OE-GDS	Judith S. Craddick
Janet Ugale et al. v. Allen Distribution, LP	San Joaquin County Superior Court	STK-CV-UOE-2020-0005807	Barbara Kronlund
Angela Burmayan v. Weck Analytical Environmental Services, Inc.	Los Angeles County Superior Court	20STCV30871	William F. Highberger
Rick Beltran v. Stremicks Heritage Foods, LLC	Orange County Superior Court	30-2019-01043445-CU-OE-CXC	Peter Wilson
Luis Searls v. Central Valley Eggs LLC	Kern County Superior Court	BCV-20-101910-JEB	J. Eric Bradshaw
Elisala Tela v. Metrocell Constrution, Inc. (PAGA)	San Bernardino County Superior Court	CIVDS1918537	David Cohn
Nina Brooks v. Action Property Management, Inc. (PAGA)	Los Angeles County Superior Court	BC562417	Daniel J. Buckley
Joshua Mendoza v. Savage Services Corporation	Los Angeles County Superior Court	18STCV04798	Daniel J. Buckley
Eddie Fulinara v. Genmark Diagnostics, Inc.	San Diego County Superior Court	37-2019-00000877-CU-OE-CTL	Ronald F. Frazier
Janine Salinas v. Jafra Cosmetics International, Inc.	Los Angeles County Superior Court	20STCV04284	Carolyn Kuhl
Joseph Hernandez v. Buttonwillow Warehouse Company, Inc.	Kern County Superior Court	BCV-19-100202-BCB	Bernard C. Barmann
Zulema Diaz v. Roxbury Surgery Center, LLC, et al.	Los Angeles County Superior Court	20STCV46531	Mel Red Recana
Daniel Rodriguez v. Means Engineering, Inc.	San Diego County Superior Court	37-2020-00024397-CU-OE-CTL	Katherine Bacal
Erika Martinez v. N.A.F.T.A Distributors	San Bernardino County Superior Court	CIVDS1938970	David Cohn
Juan Gomez v. IHI Power Services Corp.	Merced County Superior Court	20CV-02657	Brian McCabe
Jose Zuniga v. Central Valley Concrete, Inc.	Merced County Superior Court	20CV-00490	Brian McCabe
Brian Perez, et al. v. Merit Aluminum, Inc.	Riverside County Superior Court	RIC1904580	Sunshine S. Sykes
Jacob Schumacher, et al. v. Georgia Pacific Corrugated LLC	Central District Federal Court	CV 19-8632-DMG (AFMx)	Dolly M. Gee
Gerald Angeles, et al., v. iKrusher, Inc.	Contra Costa County Superior Court	MSC20-01312	Edward Weil
Robert Enriquez v. MCE Corporation	Contra Costa County Superior Court	MSC20-01744	Edward Weil
Buck Walsh, et al., v. Tandem Diabetes Care, Inc.	San Diego County Superior Court	A281153-48	Joan M. Lewis
Michane Greene v. Information Resources, Inc. d/b/a Scanscape	San Bernardino County Superior Court	CIVSB2024620	David Cohn
Francesca Burke, et al., v. Old Republic Home Protection Company, Inc., et al.	Contra Costa County Superior Court	MSC20-02203	Edward G. Weil
Shonie Shoemaker v. Broken Arrow Communications, Inc.	Merced County Superior Court	21CV-03517	Brian McCabe
David Pena v. San Joaquin Supply dba Ernest Packaging	Los Angeles County Superior Court	19STCV43500	Amy D. Hogue

Cases	Court	Case Number	Judge
Blain Smith, et al. v. KS Industries, L.P.	Kern County Superior Court	S-1500-CV-284188-BCB Consolidated with BCV-21-101300	Bernard C. Barmann
Daniel Ybanez v. Navy Federal Credit Union	San Diego County Superior Court	37-2019-00016815-CU-OE-CTL	Gregory W. Pollack
Amanda Cunningham v. Cottonwood H.C., Inc. dba Cottonwood Post-Acute Rehab	Yolo County Superior Court	CV2021-1375	Daniel M. Wolk
Devon Zabalza v. Customized Distribution Services, Inc.	San Bernardino County Superior Court	CIVDSI931371	David Cohn
Adedeji Adejobi v. Nulaid Foods, Inc. et al.	San Joaquin County Superior Court	STK-CV-UOE-2020-0008625	Barbara Kronlund
Robert Enriquez v. Global Modular, Inc.	Merced County Superior Court	20CV-03162	Brian McCabe
Nguyen Ngo, et al. v. Medimpact Healthcare Systems, Inc.	San Diego County Superior Court	37-2020-00015657-CU-OE-CTL	Keri Katz
Liduvina Jurado v. Gallo Cattle Company	Merced County Superior Court	18CV-01342	Brian McCabe
Aharon Spry, et al. v. Prime Lube, Inc, et al.	San Bernardino County Superior Court	CIVDS2018738	David Cohn
Gorge Monjaraz v. H & U, Inc. d/b/a Sun Noodle California, LLC	Los Angeles County Superior Court	20MCV00285	Thomas D. Long
Eileen Velasquez, et al. v. Hi-Temp Insulation, Inc.	Merced County Superior Court	21CV-02505	Brian McCabe
Steven Jefferson v. McCormack Baron Management, Inc.	San Francisco County Superior Court	CGC-20-588162	Richard B. Ulmer Jr.
Mario Ceja v. Silvergate Bank	San Diego County Superior Court	37-2020-0016207-CU-OE-CTL	Ronald F. Frazier
Allen Morgan v. Wehah Farm, Inc dba Lundberg Family Farms	Butte County Superior Court	20CV02554	Stephen E. Benson
Sean Hammond, et al. v. Paul Durham Electric, Inc. fka Harold E. Nutter & Son, Inc.	Sacramento County Superior Court	34-2020-00291142-CU-OE-GDS	Christopher Krueger
Fateema Brown v. Fair Oaks Estates, Inc.	Sacramento County Superior Court	34-2020-00278787	Richard Sueyoshi
Charisma Coleman, et al. v. H&E Equipment Services, Inc. et al.	Alameda County Superior Court	RG20069157	Brad Seligman
Daria Regester, et al. v. The Jackson Laboratory dba The Jackson Laboratory, West	Sacramento County Superior Court	34-2021-00310014-CU-OE-GDS	Christopher E. Kreugar
Theresa Romandia v. Mattson Technology, Inc.	Alameda County Superior Court	RG20053121	Brad Seligman
Christopher Luque, et al. v. Glovis America, Inc.	Ventura County Superior Court	56-2021-00550720-CU-OE-VTA	Jeffrey G. Bennett
Earl Rhodes, et al. v. Cavotec Dabico US Inc., et al.	Orange County Superior Court	30-2021-01177305-CU-OE-CXC	Peter Wilson
Stacey Collins v. Mobile Medical Examination Services, LLC dba MEDXM, et al.	Orange County Superior Court	30-2020-01130693-CU-OE-CXC	Glenda Sanders
Alexandra Pelgrift v. The 21st Amendment Brewery Cafe	San Francisco County Superior Court	CGC-20-585227	Ethan P. Schulman
Kevin McNeil, et al. v. KIK International, LLC., et al.	San Bernardino County Superior Court	CIVDS1915438	Bryan F. Foster
Jose Lozano v. Peterson Brothers Consutruction, Inc.	Merced County Superior Court	22CV-00103	Brian McCabe
Sterling Skinner v. MoreFlavor, Inc.	Alameda County Superior Court	RG20084231	Brad Seligman
Tom Tesene v. Serrato- McDermott, Inc. dba Allied Auto Stores	Alameda County Superior Court	RG21090589	Brad Seligman
Joseph Jimenez v. Makita USA, Inc.	Los Angeles County Superior Court	20STCV21732	Lawrence P. Riff
Tiffany Gaston, et al. v. Onrad, Inc.	Riverside County Superior Court	RIC2004221	Craig Riemer
Brittany Dam v. Rubber-Cal, Inc.	Orange County Superior Court	30-2020-01176087-CU-OE-CXC	Peter Wilson
Justin Avalos v. Indio Products, Inc.	Los Angeles County Superior Court	20STCV40470	Elihu M. Berle
Gene Weber v. Sunrise Medical (US) LLC	Merced County Superior Court	20CV-01461	Brian McCabe
Roberto Flores v. Rivermaid Trading Company	San Joaquin County Superior Court	STK-CV-UOE-2020-0008623	Jayne Lee

Cases	Court	Case Number	Judge
Tom Tesene v. Bossard, Inc.	Alameda County Superior Court	RG21088612	Frank Roesch
Jose Rivera, et al. v. Acco Brands Corporation, et al.	San Bernardino County Superior Court	CIVDS2020490	David Cohn
Katrina Trester, et al. v. Delicato Vineyards	San Benito County Superior Court	CU-22-00016	J. Omar Rodriguez
Beverly Salom, et al. v. Lumentum Operations LLC, et al.	Santa Clara County Superior Court	19CV354198	Sunil R. Kulkarni
Alfredo Salas v. Golden Specialty Foods, LLC	Merced County Superior Court	22CV-00393	Brian McCabe
Alan Childs, et al. v. Dal Chem, Inc. dba Alexis Oil Company	Riverside County Superior Court	CVRI2100684	Craig Riemer
Wesley v. Premier Equipment Rental, Inc.	Kern County Superior Court	BCV-20-101-858-BCB	Bernard C. Barmann
Jamesha Burns v. A.M. Castle & Co.	Los Angeles County Superior Court	20STCV45602	Carolyn B. Khul
Luis Miranda v. New Pride Tire, Inc. et al.	Alameda County Superior Court	RG20063513	Stephen Kaus
Marion Schwarz, et al. v. TriWest Healthcare Alliance Corp.	Sacramento County Superior Court	34-2019-00272292-CU-OE-GDS	Jill H. Talley
Robin Quiusky v. Intevac, Inc.	Santa Clara County Superior Court	20CV368343	Sunil R. Kulkarni
Andrew McEathron, et al. v. Ahern Rentals, Inc.	Alameda County Superior Court	RG17867366	Stephen Kaus
Alejandro Munoz v. Sierra Circuits, Inc. et al.	Santa Clara County Superior Court	21CV386080	Sunil R. Kulkarni
Marco Rodriguez v. HYM Engineering, Inc.	Los Angeles County Superior Court	21STCV24146	Carolyn B. Kuhl
Sarah Gomez, et al. v. Townsend Industries, Inc.	Kern County Superior Court	BCV-19-100608	Bernard C. Barmann
Neil Fraser, et al. v. Valley Power Systems, Inc. et al.	Los Angeles County Superior Court	20STCV00279	Carolyn B. Kuhl
Janine Nelson v. Captek Softgel International, Inc.	Los Angeles County Superior Court	20STCV21184	Elihu M. Berle
Matthew Cordova v. Jakks Pacific, Inc.	Los Angeles County Superior Court	22PSCV00149	Salvatorre Sirna
Jimmy Arroyo v. Bentley Mills, Inc.	Los Angeles County Superior Court	20PSCV00789	Salvatorre Sirna
Jasfer Nepomuceno, et al. v. Portfolio Recovery Associates, LLC	San Diego County Superior Court	37-2021-00006651-CU-OE-CTL	Richard S. Whitney
Douglas Nguyen v. Brenner-Fiedler & Associates, Inc.	Riverside County Superior Court	CVRI2100690	Craig Riemer
Ruth Ferrara, et al. v. South Coast Winery, Inc. et al.	Riverside County Superior Court	CVRI2101920	Harold W. Hopp
Leroy Rost v. Lehigh Hanson, Inc. et al.	San Luis Obispo County Superior Court	20CV-0225	Tana L. Coates
Marilou Ower, et al. v. Omni Family Health	Kern County Superior Court	BCV-19-101512	J. Eric Bradshaw
Suleni Itzep, et al. v. Axonics Modulation Technologies, Inc.	Orange County Superior Court	30-2020-01140962-CU-OE-CXC	Lon F. Hurwitz
Damian Crockett, et al. v. Custom Bilt Holdings, LLC	Sacramento County Superior Court	34-2020-00285868-CU-OE-GDS	Jill H. Talley
Earl Gandionco v. Allergan, Inc. et al.	San Joaquin County Superior Court	STK-CV-UOE-2022-0003077	Robert T. Waters
Shawn Lawson v. ACF Components & Fastners, Inc.	Alameda County Superior Court	RG20083855	Frank Roesch
Adrian Escobedo v. Ameripeac, Inc.	Orange County Superior Court	30-2020-01170846-CU-OE-CXC	Peter Wilson
Rina Beltran, et al. v. San Diego County Credit Union	San Diego County Superior Court	37-2019-00015722-CU-OE-CTL	Kenneth J. Medel
Martin Moreno, et al. v. Waiter.com, Inc.	Santa Clara County Superior Court	20CV369926	Theodore C. Zayner
Veronica Silva v. Corodata Corporation, et al.	San Diego County Superior Court	37-2020-00033872-CU-OE-CTL	Timothy Taylor
Zaid Hassan, et al. v. Westpac Labs, Inc.	San Diego County Superior Court	37-2021-0008722-CU-OE-CTL	James A. Mangione
Carlos Marroquin v. Pacific Spice Company, Inc.	Los Angeles County Superior Court	21STCV03659	Lawrence P. Riff
Marvin King v. Irwin International, Inc. dba Aircraft Spruce and Specialty, Co.	Riverside County Superior Court	CVRI2100045	Harold W. Hopp
Kris Brehm, et al. v. Platinum Living Services, Inc. dba Oakwood Village	Placer County Superior Court	S-CV-0046296 Consolidated with S-CV-0046676	Michael Jones

Cases	Court	Case Number	Judge
Steven Hammer v. Daylight Foods, Inc., et al.	Santa Clara County Superior Court	21SC378146	Sunil R. Kulkarni
Eric Shadinger v. Wesco Distribution, Inc.	Sacramento County Superior Court	34-2021-00298583-CU-OE-GDS	Jill H. Talley
Jarid Gomez, et al. v. Parker-Hannifin Corporation	Ventura County Superior Court	56-2022-00563952-CU-OE-VTA	Benjamin Coats
Alyssa Mendoza, et al. Olde Thompson, LLC, et al.	Ventura County Superior Court	56-2021-00554385-CU-OE-VTA	Benjamin Coats
Ramon Cordova v. Ramko Injection, Inc.	Riverside County Superior Court	CVSW2001409	Craig Riemer
AnnMarie Albanez v. OCMBC, Inc. dba Loanstream Mortgage	Orange County Superior Court	30-2019-01078636-CU-OE-CXC	Lon F. Hurwitz
Paul Blevins v. Markstein Beverage Co. of Sacramento	San Joaquin County Superior Court	STK-CV-UOE-2022-0011667	Robert T. Waters

EXHIBIT 6

JUSTICE LAW CORPORATION CASE COST DETAIL

Mary Ann's Baking Co., Inc. adv. Grebe

<u>Date</u>	<u>Payee</u>	<u>Activity</u>	<u>Amount</u>
7/27/2020	SignNow	Attorney Services	\$ 5.00
8/3/2020	United States Postal Service	Attorney Services	\$ 8.20
8/3/2020	Labor and Workforce Development Agency	PAGA Filing Fee	\$ 75.00
9/25/2020	OneLegal	Filing & Filing Fee	\$ 569.36
9/30/2020	OneLegal	Service of Process	\$ 135.00
10/8/2020	OneLegal	Service of Process	\$ 30.00
10/13/2020	Sacramento County Superior Court	Complex Fees	\$ 1,000.00
10/13/2020	General Logistics Systems	Filing	\$ 36.06
10/14/2020	United States Postal Service	Service of Process	\$ 2.65
10/21/2020	United States Postal Service	Service of Process	\$ 3.65
3/4/2021	First Mediation Corporation	Mediation Fees	\$ 8,000.00
3/4/2021	United States Postal Service	Mailing Correspondence	\$ 1.25
4/21/2021	United States Postal Service	Service of Process	\$ 3.51
4/21/2021	Sacramento County Superior Court	Jury Fees	\$ 150.00
4/21/2021	General Logistics Systems	Filing	\$ 19.66
4/29/2021	SignNow	Attorney Services	\$ 10.00
5/3/2021	United States Postal Service	Service of Process	\$ 2.85
5/3/2021	SignNow	Attorney Services	\$ 5.00
5/10/2021	Sacramento County Superior Court	Filing Fee	\$ 60.00
5/10/2021	General Logistics Systems	File and Service of Process	\$ 51.37
5/13/2021	Sacramento County Superior Court	Document Retrieval	\$ 3.00
5/14/2021	General Logistics Systems	File and Service of Process	\$ 37.79
6/2/2021	United States Postal Service	Service of Process	\$ 1.25
6/2/2021	SignNow	Attorney Services	\$ 5.00
6/2/2021	General Logistics Systems	Filing	\$ 36.26
6/14/2021	SignNow	Attorney Services	\$ 10.00
7/8/2021	SignNow	Attorney Services	\$ 35.00
7/19/2021	United States Postal Service	Mailing Correspondence	\$ 25.08
7/30/2021	Berger Consulting Group	Expert Review and Analysis of Payroll Records	\$ 1,462.50
8/2/2021	Phoenix Settlement Administrators	Privacy Mailing - Belaire	\$ 595.00
8/19/2021	United States Postal Service	Service of Process	\$ 2.65
8/26/2021	SignNow	Attorney Services	\$ 30.00
8/30/2021	United States Postal Service	Service of Process	\$ 2.81
9/22/2021	United States Postal Service	Service of Process	\$ 1.55
9/22/2021	General Logistics Systems	Filing	\$ 16.95
9/24/2021	SignNow	Attorney Services	\$ 10.00
9/30/2021	Creal & Creal, An Accountancy Corporation	Expert Research	\$ 787.50
10/28/2021	United States Postal Service	Service of Process	\$ 3.53
10/28/2021	General Logistics Systems	Filing	\$ 11.95
2/14/2022	United States Postal Service	Service of Process	\$ 2.81
4/8/2022	United States Postal Service	Service of Process	\$ 3.56
4/12/2022	SignNow	Attorney Services	\$ 5.00
4/26/2022	Sacramento County Superior Court	Filing Fee	\$ 20.00
4/26/2022	United States Postal Service	Service of Process	\$ 5.52
4/26/2022	General Logistics Systems	Filing	\$ 14.85
5/11/2022	Sacramento County Superior Court	Document Retrieval	\$ 27.40
5/11/2022	United States Postal Service	Service of Process	\$ 11.07
6/2/2022	Sacramento County Superior Court	Document Retrieval	\$ 24.20
8/4/2022	United States Postal Service	File and Service of Process	\$ 6.13
	General Logistics Systems	Mailing Correspondence (Anticipatory)	\$ 14.85
	TransUnion - TLOxp	Attorney Services	\$ 81.00
	LexisNexis	Legal Research	\$ 1,500.00
	Justice Law Corporation (In House)	Photocopies (998 @ \$0.15 per page)	\$ 149.70
		Total Cost	\$ 15,112.47

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[Attorneys for Plaintiff Silvia Madrigal Vargas on the Subsequent Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

MICHAEL GREBE, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

MARY ANN'S BAKING CO., INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 34-2020-00285254-CU-OE-GDS

Assigned for All Purposes to:
Honorable Jill H. Talley
Department 27

CLASS ACTION

**DECLARATION OF MICHAEL GREBE
IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENTS**

Hearing Date: April 21, 2023
Hearing Time: 9:00 a.m.
Hearing Place: Department 27

Complaint Filed: September 14, 2020
FAC Filed: May 12, 2022
Trial Date: None Set

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Attorneys for Plaintiff Silvia Madrigal Vargas

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I, **MICHAEL GREBE**, hereby declare as follows:

1. I am over eighteen (18) years of age and a resident of California. I am one of the named plaintiffs in the above-captioned case, and I have personal knowledge of the facts and statements set forth herein. If called upon to testify, I could and would competently testify.

2. I was employed by Defendant Mary Ann's Baking Co, Inc. ("Defendant") as an hourly-paid, non-exempt employee from approximately July 2019 to October 2019. During my employment, it was often the case I was forced to forgo receiving compliant breaks (*i.e.*, missed, late) largely due to heavy workloads and pressures from supervisors. Following my employment, I sought legal advice concerning my time with Defendant to explore the possibility of filing a lawsuit to redress my grievances. Pursuant to this, I contacted Justice Law Corporation and spoke with the attorneys there, including Douglas Han, Esq., to receive legal consultation about my work experience. During this time, Mr. Han informed me about other potential wage-and-hour violations I may have faced throughout my employment (*i.e.*, not being compensated for all hours worked, not being reimbursed for all business expenses). Once I realized what had happened, I wanted to do whatever I could to ensure Defendant paid what was owed and stopped its improper, uniform practices.

3. Mr. Han explained the possibility of starting a class action and/or Private Attorneys General Act of 2004 (“PAGA”) lawsuit. But Mr. Han also indicated I may have to sacrifice my potential individual claims in exchange for pursuing claims on behalf of all employees. In addition, I was informed of the risks and sacrifices associated with serving as a representative (*i.e.*, risking a judgment of attorneys’ fees and costs entered against me, agreeing to a broader release). Thus, I struggled with the decision to bring my own claims versus seeking a claim on behalf of the Class and informed Mr. Han I would be in touch.

4. After my initial consultation, I investigated class action and PAGA lawsuits and did some research of the leading class action and employment law firms in California for about three (3) hours. I then spoke with the attorneys at Justice Law Corporation for around two (2) hours to further discuss my situation, class action and PAGA lawsuits in general, and what it

1 meant to be a representative. Considering the type of violations I faced, I decided starting a
2 class action and PAGA lawsuit to stop Defendant's improper, uniform practices was worth
3 sacrificing potential individual claims.

4 5. I first provided written notice to the California Labor and Workforce
5 Development Agency ("LWDA") and Defendant. I then filed a wage-and-hour class action
6 lawsuit in the Superior Court of California, County of Sacramento, alleging nine (9) causes of
7 action, including violation of Labor Code section 2698, *et seq.* (PAGA). While I was assisting
8 my attorneys litigate this matter, I discovered Silvia Madrigal Vargas, another former employee
9 of Defendant and represented by Shimoda & Rodriguez Law, PC, had also filed a lawsuit
10 against Defendant. After determining the similarities of our lawsuits, our attorneys determined it
11 would be more effective to work together to litigate our allegations against Defendant. After
12 engaging in extensive discovery, investigations, and negotiations, we decided to remotely attend
13 mediation with hopes of reaching a settlement. Under the auspices of the mediator Jeffrey
14 Krivis after a full day of mediation, we negotiated a global settlement via a mediator's proposal.
15 In line with the settlement, I provided an amended written notice to the LWDA and Defendant. I
16 then filed a First Amended Complaint adding Silvia Madrigal Vargas as a plaintiff and adding
17 claims/causes of action alleged in Silvia Madrigal Vargas' lawsuit.

18 6. Since starting my case, I spent over sixty-five (65) hours meeting with my
19 attorneys concerning the case and performing my responsibilities as a class representative.
20 These many responsibilities included, among other things: (a) gathering my employment
21 documents (*i.e.*, personnel records) to give my attorneys an idea of the policies, practices, and
22 procedures I was exposed to; (b) reviewing documents with my attorneys and answering their
23 pertinent questions and inquiries; (c) providing the names and contact information of several
24 putative class members for my attorneys to locate and interview to corroborate the allegations;
25 (d) speaking with other current and former employees of Defendant to gather support for my
26 claims; (e) providing guidance regarding other employees' duties and responsibilities to help
27 determine commonality and typicality; (f) discussing my employment experience (and work
28 environment created by Defendant); (g) reviewing the operative complaints, pleadings, and

1 Settlement Agreement (and exhibit); (h) reviewing the written notices sent to the LWDA and
2 Defendant; (i) aiding my attorneys look over Defendant's answer to the operative complaint; (j)
3 helping my attorneys develop a strategy to obtain additional documents from Defendant and
4 other sources; (k) looking over my attorneys' formal discovery requests before propounding
5 them onto Defendant; (l) helping my attorneys review Defendant's responses to the formal
6 discovery requests; and (m) preparing for and making myself available all day to remotely
7 participate in and provide my input for mediation. I also routinely checked in with my attorneys
8 and their staff to ensure they had my most current information and any additional material I
9 obtained from speaking to current and former employees of Defendant.

10 7. Throughout this case, I was available to meet and speak with my attorneys
11 whenever they needed me. For example, I responded to my attorneys as quickly as possible and
12 gave them as much information as I could (*i.e.*, names and contact information of several
13 putative class members, various violations I experienced and witnessed, policy documents I was
14 given during my employment). I spent at least eight to nine (8-9) additional hours discussing the
15 case with my attorneys (*i.e.*, applicable legal theories to explore, pertinent information to
16 request, importance of the documents produced) and sending them relevant documents and
17 information. The aid I provided my attorneys played an important role in allowing this matter to
18 settle as opposed to being litigated for several more months, or even years.

19 8. The description of my work experience coupled with authorizing the receipt of
20 my employment documents helped my attorneys develop their legal theories and determine the
21 extent and frequency of the alleged day-to-day violations. In addition, by providing the names
22 and contact information of putative class members, my attorneys located and interviewed them,
23 allowing my attorneys to corroborate the legal theories already developed. Collectively, this
24 information refined my attorneys' understanding of the policies, practices, and procedures in
25 place and informed them of the legal theories to further develop and emphasize at mediation. In
26 other words, my assistance was integral to preparing my attorneys for mediation, thereby
27 increasing the likelihood of negotiating an excellent settlement. Even if my attorneys had
28 negotiated a similar settlement down the line, it could have been undercut by the costs and

1 expenses incurred, which would have reduced the value of the settlement.

2 9. During discovery, I spent over an entire day digging through emails seeking
3 documents and information that would be responsive to potential discovery requests. In fact,
4 discovery was another essential component that contributed to the settlement of this case. For
5 instance, the several consultations with my attorneys assisted them with determining the
6 relevant documents to request and gather from Defendant and other sources (*i.e.*, personnel
7 records, employee handbooks, policy documents, financial documents, sampling of time and
8 pay records, etc.). By extension, obtaining an appropriate sampling of time and pay records
9 aided my attorneys with accurately calculating potential damages for mediation purposes,
10 giving them the necessary leverage to negotiate an exceptional settlement. I was also informed I
11 may be called in for a deposition at one point. While I was ultimately not deposed, I was ready
12 and willing to spend as much time as necessary to give my testimony.

13 10. Regarding the settlement itself, I was available to answer any questions my
14 attorneys had. During mediation, I made myself accessible all day via phone call and Zoom to
15 respond to any inquiries and provide my input regarding the negotiations. When my attorneys
16 asked me to review the Settlement Agreement (and exhibit), I took about two and one-half (2.5)
17 hours to review it. I then spent around another one and one-half (1.5) hours asking questions
18 and discussing the terms and provisions of the settlement with my attorneys before signing it.

19 11. As a class representative, I was required to provide a broader release compared
20 to other Class Members. This included a general release of all known or unknown claims and
21 expressly waiving and relinquishing the provisions, rights, and benefits of Civil Code section
22 1542. Consequently, it was a serious risk being a part of a class action and PAGA lawsuit, but I
23 did not allow this to deter me from seeking justice on behalf of my former coworkers.

24 12. For the better part of two and one-half (2.5), I have done everything my attorneys
25 have asked of me and tried to represent the Class to the best of my abilities. In fact, I think my
26 efforts helped get the exceptional results obtained herein. Therefore, as a class representative, I
27 request the Court award me a Class Representative Enhancement Payment of \$10,000 for my
28 active participation and sacrifices in this matter.

13. Serving as a class representative is not something I took lightly throughout the litigation of this matter. Considering the time dedicated, benefits conferred to the Class, lack of personal benefits received (*i.e.*, forgoing potential individual claims to be a part of a class action and PAGA lawsuit instead of filing a quicker individual lawsuit), risking a judgment of attorneys' fees and costs entered against me, and agreeing to a broader release, I believe the Class Representative Enhancement Payment is reasonable and justified.

14. I am not related to anyone associated with Justice Law Corporation nor have I entered any undisclosed agreements or received any undisclosed compensation in this case.

I declare under penalty of perjury under the laws of California the foregoing is true and correct. Executed this 03/07/2023 at Sacramento, California.

Michael Grebe

Michael Grebe

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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

MICHAEL GREBE, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

MARY ANN'S BAKING CO., INC., a
California corporation, and DOES 1 through
100, inclusive,

Defendants.

Case No. 34-2020-00285254-CU-OE-GDS

CLASS ACTION

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

**DECLARATION OF JUSTIN P. RODRIGUEZ
IN SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS, COLLECTIVE,
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 21, 2023

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill H. Talley

Filed: September 14, 2020

FAC Filed: May 12, 2022

Trial Date: None Set

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Silvia Madrigal Vargas (“Plaintiff Madrigal Vargas”)
4 herein. Plaintiff Michael Grebe (“Plaintiff Grebe”) is represented by Justice Law Corporation.
5 Collectively, Plaintiff Madrigal Vargas and Plaintiff Grebe are known as “Plaintiffs.” I am making this
6 declaration on behalf of the Plaintiffs, the putative class members, and in support of Plaintiffs’ Motion
7 for Final Approval of Class, Collective, and Representative Action Settlement (“Motion”). A true and
8 correct copy of the Stipulation and Settlement of Class, Collective, and Representative Action
9 (“Agreement”) in this matter is filed with this Motion as Exhibit A.

10 2. This case was brought as a wage-and-hour class action based on Plaintiffs’ contention that
11 Defendant Mary Ann's Baking Co., Inc. (“Defendant”), failed to pay overtime, failed to provide meal
12 and rest periods or make premium payments in lieu thereof, failed to pay minimum wages, failed to
13 timely pay final wages, failed to provide accurate wage statements, failed to reimburse employees for
14 reasonably incurred business expenses, and failed to pay all sick leave wages owed. Plaintiffs also alleged
15 liability for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”). These claims
16 were based allegations that Defendant violated California law by: (a) failing to authorize and permit meal
17 and rest periods due to inadequate staffing, excessive production quotas, and being required to don and
18 doff personal protective equipment (“PPE”) while off-the-clock during meal periods; (b) failing to pay
19 for all hours worked, including minimum wages and overtime, for time spent donning and doffing PPE
20 off-the-clock; (c) failing to factor in bonuses and other non-discretionary incentive payments into
21 employees’ regular rate of pay for overtime, sick leave, and other premium wage payment purposes; (d)
22 failing to pay daily overtime; (e) failing to provide required sick leave and pay sick leave wages; and (f)
23 failing to reimburse for the use of employee’s personal cell phones and requiring employees to purchase
24 non-slip shoes without reimbursement. The PAGA, waiting time penalty, wage statement violation, and
25 unfair competition claims also derive from these violations.

26 3. Plaintiffs are the only named representatives in this matter. From our initial investigations
27 of the claims and documents, we believed these claims had merit and could be maintained as a class
28 action. On September 14, 2020, Plaintiff Grebe filed a Complaint against Defendant in the Superior Court

1 of the State of California, County of Sacramento, Case No. 34-2020-00285254-CU-OE-GDS. On January
2 11, 2021, Plaintiff Madrigal Vargas filed a Complaint against Defendant in the Superior Court of the
3 State of California, County of Sacramento, Case No. 34-2021-00292191, which was removed to the
4 United States District Court for the Eastern District of California on February 19, 2021, Case No. 2:21-
5 CV-00320-JAM-JDP. On May 12, 2022, Plaintiffs filed an amended complaint in this action combining
6 the claims and parties of both actions as the result of mediation to facilitate a more streamlined, efficient
7 review of the settlement in one action. A true and correct copy of Plaintiffs' operative Complaint is filed
8 with this Motion as Exhibit B.

9 4. Plaintiffs exhausted administrative remedies through the California Labor and Workforce
10 Development Agency ("LWDA") for all asserted PAGA claims. Plaintiffs filed notices with the LWDA
11 on August 3, 2020, January 15, 2021, and July 19, 2021 setting forth the facts and theories of liability.
12 True and correct copies of the notices filed with the LWDA is filed with this Motion as Exhibit C. A
13 copy of the notices were also sent to Defendant via certified mail and the \$75.00 filing fee was remitted
14 to the LWDA at that time. There was no response by the LWDA regarding its intent to investigate the
15 claims alleged in Plaintiffs' notices for more than sixty-five (65) days. As such, Plaintiffs became
16 authorized to commence a civil action under the PAGA.

17 5. Currently, there is no date set for a motion to certify the class and there is no trial date.

18 6. Defendant is represented in this matter by G. Daniel Newland and Sophia S. Kwan of
19 Seyfarth Shaw LLP. From the beginning, Defendant has contested the merits of this case, the suitability
20 of the case for class action or representative treatment, the manageability of the case at trial, and
21 Plaintiffs' ability to prove a violation in each pay period for each employee among other defenses and
22 contentions they made challenging the propriety of this action. Defendant further contended, even
23 assuming there was a finding supporting the imposition of PAGA penalties, that the Court would likely
24 exercise its discretion to substantially reduce any such penalties owed based on evidence of good faith
25 attempts to comply with Labor Code obligations by Defendant. Notwithstanding its agreement to settle
26 this matter, Defendant believes the practices Plaintiff is contending are unlawful either do not exist or, to
27 the extent they do exist, fully comply with all state and federal employment laws with respect to Plaintiffs
28

1 and Class Members. Defendant has contended that this matter is not appropriate for class certification
2 outside of this proposed class settlement.

3 7. Based on the expected testimony from Plaintiffs and Class Members, a review of
4 Defendant's policies and procedures and other documents relating to the alleged claims, information on
5 the number of Class Members, Class Members' dates of employment, and a representative sample of Class
6 Members' time and payroll data, the scope of the potential damages to Plaintiffs and Class Members in
7 light of the claims alleged, the uncertainty in the law with regard to certification, and the negotiations that
8 have taken place, I am convinced that the proposed settlement is in the best interest of the Class. The
9 length and risks of trial and other normal perils of litigation that impact the value of the claims were also
10 considered and weighed in reaching the Agreement. In addition, I carefully considered the prospect of
11 potential class certification issues as well as the uncertainty of class certification, the difficulties of
12 complex litigation, Defendant's financial condition and its ability to satisfy any settlement or judgment
13 beyond what has been agreed to in this settlement, and the lengthy process of establishing specific
14 damages and various possible delays and appeals in agreeing to the proposed settlement. I further
15 considered the fact that penalties under the PAGA could be substantially cut at the discretion of the Court
16 even if Plaintiffs were successful on proving those claims and there was risk that a Court could find no
17 willfulness in the failure to pay wages at separation, which would eliminate the value of the waiting time
18 penalty claim entirely. Overall, I believe it is more beneficial to secure a guaranteed benefit to the Class
19 now rather than to proceed with litigation and potentially obtain zero funds to the Class due to legal or
20 factual issues in the case.

21 8. A significant consideration in agreeing to the settlement, including the use of a claim form
22 and a reversion of unclaimed funds beyond a minimum threshold, was Defendant's financial condition.
23 During negotiations, Defendant contended significant financial constraints impaired its ability to pay any
24 settlement or judgment in this case. In order to assess these claims of financial hardship and evaluate the
25 potential for any bankruptcy filing, our office and our co-counsel's office reviewed Defendant's tax
26 returns, year-to-date financial statements, and financial forecasts for the company. The documents
27 reviewed allowed us to see the current debts, assets, and liabilities for the company and other potential
28 sources of recovery if Plaintiff was successful in obtaining a judgment in favor of the class. It also allowed

us to review the company's historical performance to determine if the condition was likely to improve, get worse, or stay the same.

9. After review of these documents, I believe the claim form and reversion process laid out in the Agreement strikes an appropriate balance of maximizing payouts to Class Members while avoiding insolvency by Defendant. The agreed upon process puts the decision in the hands of the Class Members. Class Members who truly feel wronged are able to submit a Claim Form and receive payment. Those Class Members who do not feel wronged, do not care, or otherwise do not want to receive payment will either a) have their share redistributed to Class Members who did file a Claim Form, increasing the settlement's effective value as to them, or b) have their share revert to Defendant, decreasing the risk of bankruptcy or other actions that might cause Defendant to layoff currently employed Class Members. The requirement that at least forty percent (40%) of the Net Settlement Amount be paid out ensures Defendant will be required to make a substantial payment regardless of the claims rate.

10. We considered alternatives to using the claims made/reversion process while negotiating the Agreement. While a payment plan may be a helpful tool in some settlements, we did not feel it would be beneficial in this case. Payment plans depend on the continued viability of a company in order for those payments to be made, which is a risky proposition in financial distress settlements. Additionally, receipt of settlement funds sooner rather than later is generally more beneficial to Class Members. See *Holt v. Regents of the University of California*, 73 Cal.App.4th 871, 878 (1999) ("The concept of present value recognizes that money received after a given period is worth less than the same amount received today. This is the case in part because money received today can be used to generate additional value in the interim"). We also considered whether a direct payment settlement (*i.e.* non-claims made and no reversion) was feasible. Although we believe the Gross Fund Value will not inevitably lead to Defendant falling into bankruptcy should there be a 100% claims rate, this is not guaranteed. That is an assumed risk that is offset by any amounts not claimed by Class Members who do not feel wronged, do not care, or otherwise do not want to receive payment. Thus, it is not the case that the Parties could have just agreed to the same settlement terms, but exclude the claims made/reversion procedures. Any such settlement would have to be at a substantially lower amount to avoid any risk of bankruptcy, which would negatively affect those Class Members who do feel wronged and want to submit a Claim Form. Balancing all the

1 competing interests and potential alternatives, I believe the claims made and reversion procedures utilized
2 are appropriate under the facts of this case and do not render the settlement unfair, unreasonable, or
3 inadequate. As set forth in the Declaration of Stephen Gomez, the assigned Case Manager for the
4 Settlement Administrator, a substantial portion of the Net Settlement Amount has been claimed at 55.52%.
5 The average payment to Class Members has also more than doubled from what was expected at
6 preliminary approval, increasing from \$592.73 to \$1,269.32.

7 11. My office, including my partner, Galen T. Shimoda, my associate Renald Konini, our
8 paralegals, and myself, along with Co-Counsel, Justice Law Corporation, and Plaintiffs' assistance,
9 thoroughly investigated the merits of the claims and potential damages for such claims. The Parties
10 engaged in formal and informal discovery and exchange of documents, including a representative
11 sampling of employee data, covering timecards, paystubs, payroll data and relevant policies for the
12 entirety of the statute of limitations applicable to the alleged claims. The discovery covered all aspects of
13 the asserted claims, including certification issues, merits issues, damages, the scope and configuration of
14 Class Members, the content and implementation of the wage-and-hour policies at issue, issues relating to
15 manageability concerns at trial, among other relevant areas. We reviewed documents relating to
16 Defendant's financial condition, such as tax filings, to determine its financial viability, both in terms of
17 continued litigation and its ability to satisfy any judgment or settlement higher than what has been agreed
18 to in this case. We engaged an expert to assist in the review and analysis of the data to calculate potential
19 exposure ranges. From this production and the utilization of an expert, we were able to determine
20 information critical to a reliable damages analysis such as the average hourly rate, average daily hours
21 worked, shifts eligible for meal and rest periods and the number of potential shifts that may correspond to
22 liability under our theories of liability, the average number of workweeks and pay periods that had
23 potential violations based on the asserted claims, the frequency with which violations occurred in a given
24 week and/or pay period, and the number of former employees. This information allowed us to assess both
25 liability and damages and create an accurate damages model. Plaintiffs assisted in all aspects of this
26 litigation including providing factual information relating to Plaintiffs' and Class Members' employment
27 conditions, providing a substantial number of documents, and answering questions regarding Defendant's
28

1 factual contentions in this matter. This was important because it directly related to our ability to maintain
2 this case as a class action and our ability to obtain a favorable settlement for the Class.

3 12. Throughout this litigation our office had numerous communications with Defendant's
4 Counsel discussing our respective positions. The Parties engaged in mediation on July 14, 2021, using an
5 experienced mediator, Jeffrey Krivis. It was only after nearly two (2) years of litigation and extensive,
6 arm's-length negotiations that the parties were able to reach a settlement, which only occurred after a full-
7 day mediation and continued post-mediation negotiations between counsel. The negotiations were at all
8 times contentious and adversarial, though still professional in nature.

9 13. The Parties reviewed and analyzed substantial amounts of data regarding the class claims.
10 Based on our analysis and review of all relevant documents and Class Member information, I have
11 determined that the maximum damages for the asserted class claims is approximately \$13,460,638, which
12 includes civil penalties under the PAGA. The likely exposure for PAGA penalties is approximately
13 \$7,061,500 based on the counts alleged to the LWDA and the class data. Based on our research, we did
14 not find any prior labor commissioner or court decisions that stated Defendant's practices and/or policies
15 were improper. As such, a "subsequent violation" may not be found for penalty calculation purposes and
16 the exposure analysis here is based on an "initial violation" valuation being adopted by any fact finder if
17 this matter went to trial.

18 14. I believe the PAGA penalties in this case may be reduced due to the fact that the penalties
19 would be in addition to amounts owed for substantive violations and much of the penalties are based on
20 violations due to technical non-compliance with the Labor Code. Defendant produced a substantial
21 number of documents that a Court may find demonstrates a good faith attempt at compliance that merits
22 the reduction of civil penalties. Courts regularly cut civil penalties on PAGA claims where statutory
23 penalties for the same violations are assessed as well. Courts are statutorily authorized to use discretion
24 to reduce penalties and the range of discretion used varies substantially. *See Thurman v. Bayshore Transit*
25 *Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S.
26 DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction). Thus, civil penalties may be cut to
27 approximately \$1,271,070 (82% reduction) or lower given the derivative recovery. The likely recovery
28 if Plaintiffs were successful at trial on proving all the substantive class damages plus civil penalties after

1 a reduction of the PAGA penalties would be approximately \$7,670,208. Plaintiffs' \$600,000 gross
2 recovery under the Agreement represents approximately 7.8% of the maximum likely value in this matter.
3 After deducting from the Gross Fund Value the proposed allocations for Attorneys' Fees and Costs, any
4 Class Representative Enhancement Payment to the Class Representatives, Settlement Administrations
5 Costs, and the seventy-five percent (75%) portion of the PAGA Payment to the LWDA, the net recovery
6 under the Agreement represents approximately 4.3% of the maximum likely value in this matter. The
7 average net award is approximately \$1,269.32. I believe the Agreement represents a reasonable
8 compromise of claims based on the legal and factual disputes in this case and Defendant's financial
9 condition. The ability to secure a guaranteed settlement now and ensure Class Members receive some
10 compensation, rather than proceed to further litigation and potentially recover nothing, was a motivating
11 factor in reaching this Agreement.

12 15. In agreeing to take on this case, our office agreed to take this case on a contingency
13 basis, meaning that we would take a percentage of any settlement or judgment should we recover a
14 monetary amount. We took a risk that we would not recover any money in this matter if we were
15 unsuccessful at trial. We also took on the risk that the case may be subject to an unfavorable summary
16 judgment ruling. However, we believe it is important to make sure employees are able to find
17 affordable representation in order to ensure that employers are complying with all their legal
18 obligations towards employees and paying employees all their hard-earned wages. We rely on
19 attorneys' fee awards in order to continue working to ensure California wage and hour protections are
20 enforced. Recovery of our full lodestar plus an appropriate multiplier is necessary to compensate for
21 the risk undertaken. Otherwise, we could not continue to represent employees who are denied wages,
22 but whose cases may be time-consuming and difficult to prove. There have many class cases we have
23 litigated where ultimately we get zero for our time because we are unable to meet certification
24 requirements or the company becomes financially insolvent. Additionally, there are occasions, where
25 the fee recovered actually results in a negative multiplier of our lodestar.

26 16. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
27 practice that focuses primarily in employment litigation, emphasizing wage-and-hour litigation. I
28 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the

1 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two
2 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the
3 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris Doctorate.
4 I graduated in the top 20% of my class and was a member of the Traynor Honor Society at McGeorge.
5 Other academic achievements of mine include receiving a Witkin Award (top grade) in my legal research
6 and writing course, a Witkin Award in complex civil litigation, being a member of the Dean's List from
7 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from 2009–2010, being an
8 Associate Comment Editor for the *Pacific McGeorge Global Business & Development Law Journal* from
9 2010–2011, and being selected as a Sacramento County Bar Association Diversity Fellow in 2009. I was
10 also a member of the Employment and Labor Law Society and an officer for the Latino Law Students
11 Association from 2009 to 2010.

12 17. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda
13 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp.
14 became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent rating
15 from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to present, I have been
16 recognized as a Super Lawyer (Rising Star). I have been a panel speaker and presented in a number of
17 seminars covering issues wage and hour litigation in general and complex class and PAGA litigation in
18 particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the Future of
19 Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions
20 and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020); (3)
21 Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020);
22 (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County Bar
23 Assoc., Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a Post-
24 *Viking River Cruises* World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the
25 Sacramento County Bar Association Labor and Employment Law Section's executive committee in 2019
26 and was the Chair of the executive committee for 2022. I have also been a member of the Presiding
27 Judge Civil Law Advisory Committee for Sacramento County Superior Court since August 2020. My
28 practice focuses on complex civil litigation, including wage and hour class actions, PAGA claims, and

1 Fair Labor Standards Act (“FLSA”) claims. I am actively involved in most all of the complex litigation
2 handled by our firm. Class and/or PAGA actions I have litigated or am currently litigating, include, but
3 is not limited to, the following:

- 4 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 5 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 6 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 7 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 8 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
9 (San Joaquin Sup. Ct.);
- 10 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 11 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 12 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
13 Sup. Ct.);
- 14 • *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
15 Ct.);
- 16 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 17 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
18 00271174 (Sac. Sup. Ct.);
- 19 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
20 Ct.);
- 21 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
22 Ct.);
- 23 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
24 Sup. Ct.);
- 25 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 26 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
27 Ct.);
- 28 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);

- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-00222101 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Hussaini v. Integrated Resources, Inc, et al.*, Case. No. 34-2021-00297152 (Sac. Sup. Ct.)
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);

- 1 • *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 34-2019-00263185
- 2 (Sac. Sup. Ct.);
- 3 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 4 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 5 • *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 6 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
- 7 00082201 (Sac Sup. Ct.);
- 8 • *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- 9 • *Salmon v. Ovation Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.);
- 10 • *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- 11 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 12 • *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- 13 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 14 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
- 15 Sup. Ct.);
- 16 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- 17 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

18 18. The preceding list does not include those cases where, for various reasons, the case was
19 filed as a class action and/or PAGA action but did not maintain that status through the end of the case.

20 19. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in
21 assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of
22 plaintiff attorneys located in Sacramento who handle wage-and-hour class actions. Mr. Shimoda attended
23 and graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in
24 Asian Studies, with a minor in Japanese language. He then attended and graduated from the University
25 of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from
26 McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor
27 Society. Since graduating from McGeorge, Mr. Shimoda has authored several employment law articles
28 for journals and our firm regularly publishes articles on our firm's website. Mr. Shimoda has been a

regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. His speaking engagements include the following: (a) Lorman Military Leave Law Speaker; (b) Restaurant Association Speaker at Annual Seminar (Los Angeles); (c) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30, 2016); (d) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); (e) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); (f) CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); (g) CEB - Employment Law Practice: Year in Review (2013) (Jan. 10, 2014); (h) Sacramento County Bar Association - Class Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21, 2012); (i) Sacramento Employer Advisory Council – Wage-and-hour Workshop: Going Beyond the Exemption Discussion (Apr. 7, 2016); (j) Sacramento Employer Advisory Council - Wage & Hour Panel and AB 1825 Training: Updates on California’s New Wage Laws and Manager Compliance Training (Apr. 25, 2017); (k) Sacramento County Bar Association, Labor and Employment Section – PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); (l) Sacramento Business Journal Panel – Overtime Rules (Jun. 23, 2016); (m) Association of Defense Counsel of Northern California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and Damages in Wage-and-hour Cases (Aug. 12, 2016); (n) California Employment Lawyers Association - PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017); (o) California Employment Lawyers Association Advanced Wage-and-hour Seminar – Better Know a Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013, was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized as a Super Lawyer from 2014 to present.

20. He has practiced law in California since being admitted to the State Bar in 2003, litigating wage-and-hour class actions and individual wage-and-hour litigation among other cases. He began practicing class action law on the defense side at the firm of Orrick, Herrington & Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is in wage-and-hour law. He has litigated several class action cases in California State and Federal Courts, including up to certification, settlement, preliminary and final approval, and disbursement of monies, and has been found to be satisfy the adequacy requirements for class counsel. Some of the class action and/or PAGA cases

1 he is litigating and/or has litigated as lead or co-counsel over the past nineteen (10) years include but are
2 not limited to the following:

- 3 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 4 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 5 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 6 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 7 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 8 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 9 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 10 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 11 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup.
12 Ct.);
- 13 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 14 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- 15 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
16 Ct.);
- 17 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
18 Sup. Ct.);
- 19 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 20 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- 21 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 22 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
23 00209613 (Sac. Sup. Ct.);
- 24 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 25 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 26 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 27 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San
28 Joaquin Sup. Ct.);

- *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac. Sup. Ct.);
- *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);
- *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);

- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

21. The preceding list of cases does not include those where the case was initially filed as a class and/or PAGA action but did not maintain that status through the end of the case.

22. My former associate, Jessica L. Hart, Esq., also worked with me on this matter and was critical in assisting with all aspects of the litigation of this case. Ms. Hart graduated from the University of California Davis School of Law. Prior to joining Shimoda & Rodriguez Law, PC, Ms. Hart worked alongside a number of attorneys in the Sacramento area focusing almost exclusively on plaintiff's side litigation and employment law for several years prior to becoming licensed in 2020. While with my firm, Ms. Hart worked on a variety of individual, class action, and Private Attorneys General Act cases involving wage and hour claims. As an associate, some of the class action and/or PAGA cases Ms. Hart litigated include the following:

- *Afoa v. Milestone Retirement Communities, LLC., et al.*, Case No. 34-2020-00282555 (Sac. Sup. Ct.);
- *Cota v. Milestone Management (CA) – Meadows, LLC.*, Case No. 34-2020-00280648 (Sac. Sup. Ct.);
- *Coy v. Southern Home Care Services, Inc., et al.*, Case. No. 2:21-CV-00067-JAM-CKD (E.D. Cal.);
- *Dreyer v. Automation Anywhere, Inc.* Case. No 20CV372730 (Santa Clara Sup. Ct.);

- *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
 - *Fang v. Interpress Technologies, Inc.* Case. No. 34-2021-00292937 (Sac. Sup. Ct.);
 - *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
 - *Garcia v. Aquality Water Management, Inc.* Case No. 34-2021-00292794 (Sac. Sup. Ct.);
 - *Hawkins v. Twitch Interactive, Inc.*, Case No. 34-2020-00281761 (Sac. Sup. Ct.);
 - *Hussaini v. Integrated Resources, Inc, et al.*, Case. No. 34-2021-00297152 (Sac. Sup. Ct.);
 - *Leon v Golden Bay Fence Plus Iron Works, Inc., et al.*, Case No. STK-CV-UOE-2021-0000543 (San Joaquin Sup. Ct.);
 - *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
 - *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct);
 - *Madrigal Vargas v. Mary Ann's Baking Co., Inc.*, Case No. 2:21-CV-00320-JAM-JDP (E.D. Cal.);
 - *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup. Ct.);
 - *Perez v. Too Infinity Management, LLC, et al.*, Case No. 34-2020-00285276 (Sac. Sup. Ct.);
 - *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
 - *Valentin v Sacramento Laundry Company, Inc.* Case.No. 34-2019-00270987 (Sac. Sup. Ct.);
- and
- *Whiteside v. SPSG Partners, et al.*, Case. No. 2:20-cv-01643-TLN-DMC (Sac. Sup. Ct.).

23. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

24. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr. Konini graduated from Seton Hall University School of Law. Prior to moving to California, he practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of individual and class action cases, including those involving wage and hour claims, Private Attorney

1 General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and
2 harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing
3 as an associate at my firm from approximately April 2019 to February 2021 and rejoined my firm in
4 September 2022. Mr. Konini has worked on the written and oral discovery, including defending a
5 PAGA representative's deposition, drafting special interrogatories and request for production of
6 documents, calculating class-wide damages, communicating with class representatives, drafting
7 mediation briefs, negotiating, drafting correspondence to defendants' counsel regarding the damages
8 calculated per plaintiffs' claims against defendant companies, and more. Mr. Konini worked on other
9 class and/or PAGA wage and hour actions that my firm has filed, namely *Bertelli v. Air Products and*
10 *Chemicals, Inc.*, Case No. 34-2018-00236898, *Carr v. Howroyd-Wright Employment Agency, Inc.*,
11 Case No. 34-2018-00228290, *Gomez v. Vander Schaaf Dairy, et al.*, Case No. STK-CV-UOE-2020-
12 0003954, *Haggins v. Kelly Services, Inc.*, Case No. 34-2017-00220473, *Hussaini v. Integrated*
13 *Resources, Inc.*, et al, Case No. 34-2021-00297152. Mr. Konini's practice largely revolves around
14 wage and hour matters, including PAGA claims.

15 25. Plaintiffs are requesting attorneys' fees pursuant to the common fund doctrine pursuant
16 to *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v.*
17 *Graulity*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980).
18 Plaintiffs have been able to secure an identifiable benefit on behalf of the class and equity counsels that
19 the cost of the representation should be born equally amongst all class members receiving these
20 benefits. The settlement recovery provides a good result and is the product of substantial time and
21 effort in analyzing the facts and law applicable to this case. There was substantial risk in agreeing to
22 take this case on a contingency basis and as a class action with the possibility that counsel would not
23 receive any compensation their time and efforts due to issues regarding the merits and/or certification
24 and have carried that risk over the course of the case. In my experience, the attorney's fee request of
25 thirty-five percent (35%) of the common fund is within ranges typically approved in wage and hour
26 class action litigation. This includes awards in Sacramento County Superior Court. For example, in
27 November 2022, this Court approved a fee request of 35% in connection with a motion for final
28

approval of a wage and hour class action settlement in *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.).

26. I believe a lodestar cross check supports finding a 35% fee award is appropriate in this case. The total lodestar for my firm is approximately \$153,025.00 based on approximately 263.4 hours, which includes approximately 15 hours of time for myself preparing for and attending the final approval hearing, ensuring compliance and the disbursement of funds consistent with a final approval order, and effectuating a dismissal of the federal Madrigal case. I have reviewed our firm's billing records with Mr. Shimoda and Mr. Konini and have created a summary chart showing the task categories and hours worked by each billing attorney in each category. Ms. Hart was no longer with our firm at the time this Motion was filed, so I was not able to review with her. I independently reviewed her billing entries. A true and correct copy of the summary chart is being filed with this Motion as Exhibit F. In reviewing the entries, I believe the hours reported are accurate. To the extent we believe it appropriate to do so in any given assignment, we attempt to assign tasks to the billing attorney with the lower rate in order to reduce costs that otherwise might inhibit the likelihood a case will resolve. Our firm uses billing software, which tracks the entries by day and time. Our billing software also records time in 1/10 of an hour increments. Our billing software also enables the use of a start/stop timer that can be used to more accurately record how long a particular task takes. A summary of the entries in Exhibit F by timekeeper is as follows:

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Lodestar</u>
Galen T. Shimoda	69.8	\$725	\$50,605.00
Justin P. Rodriguez	100.7	\$625	\$62,937.50
Jessica L. Hart	67.7	\$425	\$28,772.50
Renald Konini	21.7	\$425	\$10,710.00
Total:	263.4	--	\$153,025.00

27. I believe the requested rates are within the prevailing market rates for Sacramento County and elsewhere. Ms. Hart, Mr. Konini, myself, and Mr. Shimoda have approximately 2.5 years,¹

¹ Although licensed in July 2020, Ms. Hart had been working as a Senior Paralegal and Law Clerk for approximately 12 years since she graduated law school in 2004.

1 8 years, 12 years, and 19 years of experience, respectively, litigating complex wage and hour class and
2 PAGA actions. Again, this Court approved these rates for myself and Mr. Shimoda in November 2022.
3 *See Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.). Mr.
4 Konini and Ms. Hart were approved at these rates in connection with a wage and hour class action in
5 Sacramento County Superior Court in January 2023. *See Kee, et al. v. Dr. Jeffrey A. Saladin, Dental*
6 *Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072.
7 Awarding fees at the hourly rate in effect at the time of the fee request is an appropriate and judicially
8 approved method. *See Missouri v. Jenkins by Agyei*, 491 U.S. 274, 283 (1989).

9 28. When my firm's lodestar is combined with the lodestar for work performed by Justice
10 Law Corporation, Class Counsel has worked a combined 727.2 hours, incurring a total of \$496,685.00
11 in attorney's fees. I believe the request of \$210,000.00 (35%) for attorneys' fees is justified given the
12 results obtained on behalf of the class.

13 29. Although the Agreement set out a maximum of \$18,500.00 for potential attorney's costs,
14 the total combined costs incurred or that will be incurred through a compliance hearing by Class
15 Counsel is \$17,117.24. A true and correct copy of my firm's itemized costs incurred prior to the filing
16 of this Motion and the expected costs incurred through the final approval and compliance hearings is
17 being filed with the Motion as Exhibit D. The difference in the actual costs and the maximum amount
18 allocated under the Agreement will be added to the Net Settlement Amount and disbursed to Class
19 Members.

20 30. A copy of the proposed Agreement and the entire Motion was submitted to the LWDA
21 for review at the same time the Motion was submitted to the Court pursuant to Labor Code section
22 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were
23 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
24 Exhibit E.

25 31. No attorney in my firm has any interest or involvement in the State's Unclaimed
26 Property Fund where the value of any uncashed checks will be sent pursuant to the Agreement.
27
28

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed on March 24, 2023 in Sacramento, California.

3 

4 _____
Justin P. Rodriguez

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SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MICHAEL GREBE, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

MARY ANN'S BAKING CO., INC., a
California corporation, and DOES 1 through
100, inclusive,

Defendants.

Case No. 34-2020-00285254-CU-OE-GDS

CLASS ACTION

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

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS, COLLECTIVE,
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 21, 2023

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill H. Talley

Filed: September 14, 2020

FAC Filed: May 12, 2022

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court, on April 21, 2023, at 9:00 a.m., in Department 27 before the
4 Honorable Jill H. Talley, presiding. This putative class action was filed on September 14, 2020. In the
5 operative Complaint, named Plaintiffs Silvia Madrigal Vargas and Michael Grebe (“Plaintiffs”) allege
6 that Defendant Mary Ann’s Baking Co., Inc. (“Defendant”) violated California law by: (1) failing to pay
7 overtime; (2) failing to provide meal and rest periods or pay premiums in lieu thereof; (3) failing to pay
8 minimum wages; (4) failing to timely pay final wages; (5) failing to provide accurate wage statements;
9 (6) failing to reimburse all expenses; and (7) failing to pay all sick leave wages owed. Plaintiffs alleged
10 Defendant is liable for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”) and
11 engaged in unfair competition based on these violations. Plaintiffs sought attorneys’ fees and costs as
12 part of this Action. Defendant denies all of Plaintiffs’ claims and denies this case is appropriate for class
13 treatment. No class has been certified. The class settlement was preliminary approved by the Court on
14 October 31, 2022.

15 The Parties agreed to settle the class, collective, and PAGA claims. Defendant will provide
16 monetary consideration in exchange for a release of claims consistent with the terms of the proposed
17 settlement as set forth in the Stipulation and Settlement of Class, Collective, and Representative Action
18 (“Agreement”). Any capitalized terms herein shall have the same meaning as set forth in the Agreement.
19 The Court, having received and considered Plaintiffs’ Motion for Final Approval of Class and Collective
20 Action and PAGA Settlement, the declarations in support, the Agreement, the Notice Packet, and other
21 evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

22 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
23 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

24 The Court finds that certification of the following class for settlement purposes only is appropriate
25 under the Code of Civil Procedure and related case law:

26 All non-exempt, hourly individuals who performed work for any amount of
27 time for Defendant as non-exempt, hourly employees, however titled, in
28 California at any time from April 6, 2016 through February 28, 2022
 (“Class” and “Class Members”).

1 The Court recognizes the foregoing definition is for Class Member identification purposes only
2 and is not intended to capture the claims at issue or limit or alter the released claims under the Agreement.

3 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
4 numerosity requirements for settlement purposes since the Parties can identify with a matter of certainty,
5 based on payroll records, individuals who fall within the definition and the number of Class Members
6 would make joinder impractical. The commonality and predominance requirements are met for settlement
7 purposes only since there are questions of law and fact common to Class Members. The common questions
8 of law or fact in this case stem from Plaintiffs' contentions that Defendant caused the violations outlined
9 above by: (a) failing to authorize and permit meal and rest periods due to inadequate staffing, excessive
10 production quotas, and being required to don and doff personal protective equipment ("PPE") while off-
11 the-clock during meal periods; (b) failing to pay for all hours worked; (c) failing to factor in bonuses and
12 other non-discretionary incentive payments into employees' regular rate of pay for overtime, sick leave,
13 and other premium wage payment purposes; (d) failing to pay daily overtime; (e) failing to provide
14 required sick leave and pay sick leave wages; (f) failing to provide accurate wages statements showing all
15 premium wages owed and hours worked; (g) failing to reimburse for business expenses including the use
16 of employee's personal cell phones and requiring employees to purchase non-slip shoes without
17 reimbursement; and (h) failing to timely pay all final wages owed. The PAGA, waiting time penalty, wage
18 statement violation, and unfair competition claims also derive from these alleged violations. Additionally,
19 Class Members seek the same remedies under state law. The typicality requirement is also satisfied for
20 settlement purposes only since the claims of the Class Representatives are based on the same facts and
21 legal theories as those applicable to the Class Members.

22 The Court also finds that certifying the Class is required to avoid having each Class Member
23 litigate similar claims individually. This settlement will achieve economies of scale for Class Members
24 with relatively small individual claims and conserve the resources of the Court.

25 The Court finds Plaintiffs and Plaintiffs' counsel, Shimoda & Rodriguez, PC and Justice Law
26 Corporation, to be adequate representatives of the Class. The Court appoints Plaintiffs and Plaintiffs'
27 counsel as the Class Representatives and Class Counsel respectively.

II. APPROVING CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT

The Court has again reviewed the preliminary approved Agreement, which was submitted with Plaintiffs' Motion as Exhibit A. The Court finds that final approval is warranted as the Agreement falls within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also finds the Agreement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also finds that Class Members were able to object to the Agreement and its terms through the administration process and at a fairness hearing or opt-out of being bound by the preliminarily approved Agreement. No objections were made by Class Members and no Class Members opted out of the settlement. Because the Court finds the Parties' settlement to have been agreed upon only after an extensive investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court gives final approval to the Agreement and all terms therein as if stated here in full. Plaintiffs have provided adequate reasoning and explanation as to why a claims made settlement with a reversion of unclaimed funds to Defendant is appropriate under the circumstances of this case. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 721 (2006) ("The analysis additionally recognized that a court approved settlement could properly include a 'reversion of ... funds to the defendant'"); *Cundiff v. Verizon California, Inc.*, 167 Cal.App.4th 718, 728 (2008) (noting that *In re Microsoft I-V Cases* found that a class settlement may provide for a reversion so long as it does not render the settlement, as a whole, unfair, inadequate, or unreasonable and distinguishing the case before it on the grounds that the class settlement agreement made no provision for unclaimed funds).

The Court approves of the \$20,000 PAGA Fund, which shall be paid from the Gross Fund Value, not in addition to the Gross Fund Value, to resolve the alleged PAGA claims. Seventy-five percent (75%) of the PAGA Fund will be paid to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) of the PAGA Fund will be paid to PAGA Group Members on a pro rata basis. The Court also finds that based on the facts of this case and the disputed issues, the Agreement provides a recovery that creates an effective substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

1 The releases and waivers for Class Members who did not opt out of being bound by the Agreement
2 or submit a Claim Form and the Class Representatives are also approved by the Court as set forth in the
3 Agreement.

4 Class Counsel sought an award of attorneys' fees of \$210,000.00, attorneys' costs of \$17,117.24,
5 Enhancement Payments to the Class Representatives in the amount of \$10,000 each, and for Settlement
6 Administrator Costs in the amount of \$10,500. Defendant does not oppose these requests. The Notice
7 of Settlement sent to Class Members included information regarding these amounts and that they would
8 be requested in connection with final approval of the Agreement. Class Members have been given the
9 opportunity to object to these amounts and no objections have been submitted in any respect whatsoever.
10 The Court has reviewed the evidence submitted by Class Counsel regarding their hourly rates, including
11 prior fee awards in Sacramento County Superior Court, and the amount of time expended in the
12 litigation for the benefit of Class Members. The Court finds that the rates requested and hours expended
13 are reasonable. The Court has also reviewed the updated itemized costs submitted by Class Counsel, the
14 information provided by the Class Representatives regarding the efforts and burdens undertaken for the
15 benefit of the class, and the cost information provided by the Settlement Administrator in its declaration.
16 The Court finds that these amounts requested for attorneys' fees and costs, the Enhancement Payment,
17 and the Settlement Administrator Costs are fair and reasonable, and awarded as requested and deducted
18 from the gross settlement amount. This finding is further supported by the lack of objection by Class
19 Members to these amounts. The awarded attorneys' fees and costs shall be paid between Class Counsel
20 in accordance with the terms of the Joint Prosecution Agreement, which was submitted as Exhibit 4 to
21 the Declaration of Douglas Han. The difference between the actual attorney's costs awarded and the
22 originally allocated \$18,500 will be added to the Net Settlement Amount pursuant to the terms of the
23 Agreement.

24 The Settlement is not a concession or admission and shall not be used against Defendant or any of
25 the Released Parties as an admission or indication as to any claim of any fault or omission by Defendant
26 or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
27 nor any document, statement, proceeding, or conduct related to the Settlement, nor any reports or accounts
28 thereof, shall in any event be construed as, disclosed, referred to, offered, or admitted in evidence, or

deemed to be evidence, for any purpose adverse to Defendant or the Released Parties or used in any further proceeding in this Action, or in any other civil, criminal, or administrative action or proceeding, except for purposes of settling the Action pursuant to the Agreement.

III. APPROVAL OF THE NOTICE OF SETTLEMENT, CLAIM FORM, AND NOTICE PROCEDURES

The Court finds that the Notice Packet, which was submitted with Plaintiffs' Motion as Exhibit A to the Declaration of Stephen Gomez, fairly and adequately advised Class Members of the terms of the Agreement, rights being waived, their right to opt out, ability to dispute the number of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the settlement, how to file documentation in opposition to the settlement, and when to appear at the fairness hearing. The Court further finds that the Notice Packet and its distribution by first class mail to each identified Class Member at his or her most recent address based on a National Change of Address database search from the Class Members' last known address and a skip trace on any Class Members whose Notice Packet was returned as "undeliverable" or "not at this address" comported with constitutional requirements, including due process.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Defendant to fund settlement	Within 15 calendar days after the Effective Date
Last day for Settlement Administrator to deliver all payments due under the Settlement	Within 7 calendar days after funds are deposited with the Settlement Administrator
Last day for Settlement Class Members to cash settlement checks	180 calendar days after issuance of checks to Settlement Class Members

Last day for Settlement Administrator to deliver value of uncashed settlement checks to California State Controller to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 10 calendar days after residual funds sent to California State Controller

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court’s continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement.

IT IS SO ORDERED.

Date: _____ By: _____
Judge of the Superior Court

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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

MICHAEL GREBE, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

MARY ANN'S BAKING CO., INC., a
California corporation, and DOES 1 through
100, inclusive,

Defendants.

Case No. 34-2020-00285254-CU-OE-GDS

CLASS ACTION

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

PROOF OF SERVICE

Date: April 21, 2023

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill H. Talley

Filed: September 14, 2020

FAC Filed: May 12, 2022

Trial Date: None Set

1 *Grebe, et al. v Mary Ann's Baking Co., Inc.*
2 *Sacramento Superior Court Case No. 34-2020-00285254*

3 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21, Rule 2.150, and Rule 2.251**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party
7 to the within above-entitled action.

8 On March 24, 2023, I served the following documents on the parties below:

- 9 • PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL
- 10 • OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION SETTLEMENT
- 11 • MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF
- 12 • PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS, COLLECTIVE,
- 13 • AND REPRESENTATIVE ACTION SETTLEMENT
- 14 • EXHIBIT LIST AND EXHIBITS IN SUPPORT OF PLAINTIFFS' MOTION FOR
- 15 • FINAL APPROVAL OF CLASS, COLLECTIVE, AND REPRESENTATIVE
- 16 • ACTION SETTLEMENT
- 17 • DECLARATION OF JUSTIN P. RODRIGUEZ IN SUPPORT OF PLAINTIFFS'
- 18 • MOTION FOR FINAL APPROVAL OF CLASS, COLLECTIVE, AND
- 19 • REPRESENTATIVE ACTION SETTLEMENT
- 20 • DECLARATION OF SILVIA MADRIGAL VARGAS IN SUPPORT OF
- 21 • PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS, COLLECTIVE,
- 22 • AND REPRESENTATIVE ACTION SETTLEMENT
- 23 • DECLARATION OF MICHAEL GREBE IN SUPPORT OF PLAINTIFFS'
- 24 • MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT,
- 25 • ATTORNEYS' FEES AND COSTS, AND CLASS REPRESENTATIVE
- 26 • ENHANCEMENTS
- 27 • DECLARATION OF DOUGLAS HAN IN SUPPORT OF PLAINTIFFS' MOTION
- 28 • FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS'
- FEES AND COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT
- PAYMENTS
- DECLARATION OF STEPHEN GOMEZ REGARDING NOTICE AND
- SETTLEMENT ADMINISTRATION
- [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL
- APPROVAL OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION
- SETTLEMENT

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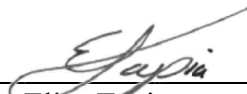
[] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Elk Grove, California, addressed as set forth above.

[] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

[] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:_____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on March 24, 2023, at Elk Grove, California.



Elias Tapia