

**CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND
RELEASE**

This Class Action and Private Attorneys General Act (“PAGA”) Representative Action Settlement and Release is being entered into between Plaintiff Juliana Bergara (“Plaintiff”), individually and on behalf of all other similarly situated Class Members and PAGA Members, and Defendants Bread & Cie, Inc. and Bread & Cie Wholesale, LLC (“Defendants”) (Plaintiff and Defendants are collectively referred to as the “Parties”) with regard to the action pending in the Superior Court of the State of California, County of San Diego, entitled *Juliana Bergara v. Bread & Cie, Inc. et. al.*, Case No. 37-2022-00001960-CU-OE-CTL. Accordingly, and in exchange for the mutual promises contained herein and for other good and valuable consideration, the receipt of which is expressly acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 “Action” or “Litigation” means the civil action captioned *Juliana Bergara v. Bread & Cie, Inc. et. al.*, Case No. 37-2022-00001960-CU-OE-CTL., pending in the Superior Court of the State of California, County of San Diego.

1.2 “Aggrieved Employees” refer to all current and former non-exempt employees who worked for Defendants in the State of California at any time from January 18, 2021 to the date of the preliminary approval of this settlement by the Court, inclusive (the “PAGA Period”).

1.3 “Class Counsel” or “Plaintiff’s Counsel” means Plaintiff’s counsel Douglas Han, Shunt Tatavos-Gharajeh, and Chancellor Nobles of Justice Law Corporation.

1.4 “Class Counsel’s Attorneys’ Fees” means the amount of attorneys’ fees that Plaintiff will request, and Defendants will not oppose, to reimburse Class Counsel for their attorneys’ fees incurred in this litigation. Plaintiff will request attorneys’ fees payable to Class Counsel in the amount of one-third (1/3) of the Gross Settlement Amount, and payable out of the

Gross Settlement Amount, subject to Court approval. Any amount awarded by the Court which is less than this request of one-third will revert back to the Net Settlement Amount and be distributed to Participating Class Members.

1.5 “Class Counsel’s Litigation Costs” means the amount that Plaintiff will request, and Defendants will not oppose, to reimburse Class Counsel for reasonable litigation costs actually incurred during the course of this litigation not to exceed \$10,000, subject to Court approval. Class Counsel’s Litigation Costs shall be paid out of the Gross Settlement Amount.

1.6 “Class List” means the list of all Class Members and Aggrieved Employees, which shall include their name, Social Security Number or Individual Taxpayer Identification Number, last known addresses, last known telephone number, and dates of employment, for notice and settlement administration purposes. The Class List will be provided by Defendants to the Settlement Administrator only.

1.7 “Class Members” or “Class” or “Settlement Class” shall refer to all current and former non-exempt employees of Defendants in the State of California who worked for Defendants at any time from January 18, 2018 to December 31, 2022, inclusive (the "Class Period").

1.8 “Class Member Payment” means the portion of the Net Settlement Amount that each Participating Class Member shall be entitled to receive from the Net Settlement Amount.

1.9 “Class Notice” or “Notice” means the Court-approved form of the Notice of Proposed Class Action and PAGA Representative Action Settlement.

1.10 “Class Period” means the period from January 18, 2018 to December 31, 2022, inclusive.

1.11 “Class Representative” or “Plaintiff” means Juliana Bergara.

1.12 “Class Representative Incentive Payment(s)” is the amount that the Class

Representative will request, and Defendants agree not to oppose, for her provision of services to the Class Members during this Litigation. Defendants shall not oppose a service award to Class Representative Juliana Bergara in the amount of \$7,500 to be payable out of the Gross Settlement Amount. In exchange for the Class Representative Incentive Payment, the Class Representative will also execute a general release with a 1542 waiver.

1.13 “Complaint” or “Operative Complaint” means the Second Amended Complaint filed on December 16, 2022 in this Action, including, but not limited to, and exhibits attached thereto.

1.14 “Court” as used herein means the Superior Court of California in and for the County of San Diego.

1.15 “Credited Pay Periods” as used herein means the number of regularly worked pay periods worked by Class Members during the Class Period and / or the number of regularly worked pay periods worked by the Aggrieved Employees during the PAGA Period.

1.16 “Defendant’s Counsel” or “Bread & Cie’s Counsel” means James M. Peterson, Esq., and Kyle W. Nageotte, Esq. of Higgs Fletcher & Mack LLP.

1.17 “Effective Date” means the later of: (a) the date of Final Approval if no timely objections are filed, or if objections are withdrawn prior to the Final Approval hearing, or (b) the time to appeal has expired if an objection has been filed and no appeal was filed, or (c) the date of final resolution of any appeal that has been filed.

1.18 “Exclusion Deadline” is forty-five (45) days after the date the Class Notice is first mailed by the Settlement Administrator to the Class Members, by which time Class Members must submit a valid Request for Exclusion.

1.19 “Final Approval” means the final settlement approval Order and Judgment that

will be entered by the Court.

1.20 “Final Approval Hearing” means the hearing set by the Court, pursuant to class action procedures and requirements, for the purpose of determining the fairness, adequacy, and reasonableness of the Settlement.

1.21 “Funding Date” is thirty (30) calendar days after the Effective Date.

1.22 “Gross Settlement Amount” means the amount of up to a maximum of \$400,000.00 (Four-Hundred Thousand Dollars and Zero Cents) that Defendants will pay to fully, finally, and forever settle and release the claims in this Action. The Gross Settlement Amount represents the total amount payable under this Agreement by Defendants, including, without limitation, the Individual Settlement Payments, the PAGA Payment, Class Counsel’s Attorneys’ Fees, Class Counsel’s Litigation Costs, Settlement Administration Costs, and the Class Representative Incentive Payment.

1.23 “Individual Settlement Payments” means the portion of the Net Settlement Amount allocable to each Participating Class Member based on his or her number of Credited Pay Periods as an hourly-paid or non-exempt employee of Defendants in the State of California during the Class Period as further set forth in Section 4.2 herein.

1.24 “Net Settlement Amount” means the amount remaining to distribute to Participating Class Members after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Class Counsel’s Attorneys’ Fees up to one-third (1/3) of the Gross Settlement Amount, (b) Class Counsel’s Litigation Costs of up to \$10,000.00, (c) the Class Representative Incentive Payment of \$7,500.00, (d) the portion of the PAGA Payment payable to the California Labor and Workforce Development Agency (“LWDA”) in the amount of \$7,500.00 (75% of the total PAGA Payment), and (e) Settlement Administration Costs.

1.25 “PAGA” means the California Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

1.26 “PAGA Payment” means the amount the Parties agree to allocate from the Gross Settlement Amount totaling Ten Thousand Dollars (\$10,000.00) to cover Plaintiff’s claim for civil penalties under the PAGA. Seventy-five percent (75%) of the PAGA Payment (i.e., \$7,500.00) will be paid to the LWDA; and the remaining twenty-five percent (25%) of the PAGA Payment (i.e., \$2,500.00) will be allocated to the Net Settlement Amount to be distributed to Aggrieved Employees based on the number of Credited Pay Periods worked during the PAGA Period.

1.27 “PAGA Period” means the period from January 18, 2021 to December 31, 2022, inclusive.

1.28 “PAGA Settlement Payment” means the amount payable to each Aggrieved Employee from the PAGA Payment.

1.29 “Participating Class Member(s)” means a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to submit a claim form. Each Participating Class Member will be deemed to have participated in the Settlement unless they affirmatively opt out of the Settlement. Aggrieved Employees cannot opt out of the PAGA Settlement portion.

1.30 “Payment Date” means the date which is ten (10) business days after the Funding Date.

1.31 “Preliminary Approval” means an Order of the Court preliminarily approving this Settlement and setting a hearing for Final Approval of the Settlement.

1.32 “Preliminary Approval Date” means the date on which the Court signs an Order Granting Preliminary Approval of this Settlement.

1.33 “Class Released Claims” means all claims made or which could have been made based on the facts pled in the Operative Complaint from January 18, 2018, through December 31, 2022 including, but not limited to, the claims (1) Failure to Pay Overtime Wages (Labor Code §§ 510 and 1198); (2) Failure to Provide Timely Off-Duty Meal Periods or Compensation in Lieu Thereof (Labor Code §§ 226.7 and 512(a)); (3) Failure to Provide Timely, Off-Duty Rest Periods or Compensation in Lieu Thereof (Labor Code § 226.7); (4) Failure to Pay Minimum Wages (Labor Code §§ 1194 and 1197); (5) Failure to Timely Pay All Wages Due at Separation (Labor Code §§ 201 and 202); (6) Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226(a)); (7) Failure to Reimburse for Reasonable Business Expenses (Labor Code §§ 2800 and 2802); (8) Violation of Unfair Competition Law (Business & Professions Code § 17200, et seq.); and (9) Violation of Labor Code §§ 2698 et seq.

The Class Released Claims expressly exclude the PAGA Released Claims, and Participating Class Members will not release the PAGA Released Claims unless such Participating Class Members are also Aggrieved Employees. Participating Class Members who are also Aggrieved Employees shall release the PAGA Released Claims, in addition to releasing the Class Released Claims.

1.34 “PAGA Released Claims” means upon Defendants’ fulfillment of its payment obligations of this Agreement, in exchange for the consideration provided by this Agreement, Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, the Aggrieved Employees, shall release the Released Parties from all claims made or which could have been made for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698, et seq., based on the facts pled in Plaintiff’s letter to the LWDA dated September 23, 2021, and the Operative Complaint, from

January 18, 2021, through August 31, 2022 including, but not limited to, the claims: (1) Failure to Pay Overtime Wages (Labor Code §§ 510 and 1198); (2) Failure to Provide Timely Off-Duty Meal Periods or Compensation in Lieu Thereof (Labor Code §§ 226.7 and 512(a)); (3) Failure to Provide Timely, Off-Duty Rest Periods or Compensation in Lieu Thereof (Labor Code § 226.7); (4) Failure to Pay Minimum Wages (Labor Code §§ 1194 and 1197); (5) Failure to Timely Pay All Wages Due at Separation (Labor Code §§ 201 and 202); (6) Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226(a)); (7) Failure to Reimburse for Reasonable Business Expenses (Labor Code §§ 2800 and 2802); (8) Violation of Unfair Competition Law (Business & Professions Code § 17200, et seq.); and (9) Violation of Labor Code §§ 2698 et seq.

1.34 “Released Parties” means Bread & Cie, Inc. and Bread & Cie Wholesale, LLC, their present and former officers, directors, members, managers, shareholders, agents, parents, subsidiaries, affiliates, insurers, operators, partners, joint ventures, franchisees, franchisors, consultants, attorneys, successors or assignees.

1.35 “Request for Exclusion” or “Opt Out” means a letter or written request submitted by a Class Member to the Settlement Administrator and postmarked by the Exclusion Deadline that includes the Class Member’s name and signature, the last four digits of his or her Social Security Number or Employee Identification Number, and a statement requesting to be excluded from the Settlement.

1.36 “Returned Check” is an Individual Settlement Payment check which is returned as undeliverable before the expiration of the 180-day period.

1.37 “Settlement” or “Settlement Agreement” or “Agreement” means the terms and conditions set forth in this Class Action and PAGA Representative Action Settlement and Release.

1.38 “Settlement Administrator” means CPT Group subject to Court approval.

1.39 “Settlement Administration Costs” means the fees, costs, and expenses relating to the administration of this Settlement, including, without limitation, printing and mailing the Class Notice, receiving and processing Objections and Requests for Exclusion, calculating and determining Individual Settlement Payments and other payments due from the Gross Settlement Amount, regularly updating Class Counsel and Defendants’ Counsel on the status of administration, and the accounting and maintenance of the Gross Settlement Amount. Settlement Administration Costs shall be paid out of the Gross Settlement Amount, and will not exceed \$15,000.00.

2. STATEMENT OF NO ADMISSION

2.1 This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Litigation.

2.2 This Agreement, and any action taken in negotiation or implementation thereof, and all acts performed or documents executed pursuant to or in furtherance of this Agreement, including but not limited to any and all payments made to Plaintiff, Class Members, or Plaintiff’s counsel pursuant to the Agreement (i) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of the factual allegations in the Litigation; (ii) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendants in any civil, criminal, administrative, or arbitral proceeding in any court, administrative agency, or other tribunal; and (iii) are not, shall not be deemed to be, and may not be used as an admission or evidence of the appropriateness of Plaintiff’s or Class Members’ claims, or any similar claims, for

class action or representative treatment. This Agreement is a settlement document and shall be inadmissible as evidence in any proceeding, except as necessary in any action or proceeding to approve, interpret, or enforce the terms of this Agreement.

3. CERTIFICATION OF SETTLEMENT CLASS

3.1 The Parties agree that class certification under the terms of this Agreement is for settlement purposes only. Defendants contend that, except for purposes of settlement, certification of any class would not be appropriate, and that Plaintiff and Class Members would not successfully obtain class treatment or, if obtained, survive a motion for decertification. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any class should be certified or maintained in the Litigation or in any other action or proceeding. Further, this Agreement and the Court's actions with regard to this Agreement will not be admissible in any court or other tribunal regarding the propriety of class certification or the maintenance of a class action. In the event this Agreement is not finally approved by the Court, any appellate court, or otherwise fails to be effective and enforceable or is terminated or voided, Defendants will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Litigation. Such objections and defenses include but are not limited to Defendants' objections and defenses to class certification.

3.2 The Parties acknowledge that factual and legal issues have not yet been resolved and that if this litigation were to proceed, the Court would specifically need to resolve, among other issues, whether Plaintiff, Class Members, and PAGA Members (1) were not compensated for all hours worked under the California Labor Code and/or applicable Industrial Welfare Commission ("IWC") Wage Order; (2) worked hours for which they were not properly compensated with appropriate minimum, hourly, and/or overtime wages as required by California

law; (3) were not provided meal and rest breaks; (4) were not provided with accurate itemized wage statements in violation of the California Labor Code; (5) were not timely paid final wages due during and upon the termination of their employment with Defendants and/or were owed waiting time penalties under California Labor Code section 203; (6) were not reimbursed for all business expenses; (7) suffered any unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*; and/or (8) were entitled to penalties under the California Labor Code Private Attorneys General Act of 2004.

4. PAYMENTS BY DEFENDANTS TO PLAINTIFF AND CLASS MEMBERS

4.1 Deposit with Settlement Administrator: Defendants will deposit the total amount of the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days of the Effective Date. This date shall be referred to as the “Funding Date.” Ten (10) business days after the Funding Date will be known as the “Payment Date.” On the Payment Date, the Settlement Administrator will prepare and mail the payments identified in this Agreement.

4.2 Individual Settlement Payments: In exchange for the provisions set forth in the Settlement Agreement, on the Payment Date the Settlement Administrator will distribute from the Gross Settlement Amount each Participating Class Member’s pro rata share of the Net Settlement Amount. Participating Class Members will not have to submit a claim form in order to receive his or her Individual Settlement Payment. Each Class Member who does not submit a valid Request for Exclusion will automatically become a Participating Class Member and will be mailed his or her Individual Settlement Payment in accordance with the terms herein. Individual Settlement Payments will consist of the amount to be paid to each Class Member as a Class Member Payment and the PAGA Settlement Payment if the Class Member is also an Aggrieved Employee.

(a) **Calculation of Class Member Payments:** Each Class Member Payment will be calculated by determining the number of Credited Pay Periods that each Class Member worked as an hourly or non-exempt employee of Defendants in the State of California during the Class Period. Defendants will provide the Settlement Administrator with the number of Credited Pay Periods each Participating Class Members Worked. Each Individual Settlement Payment will be calculated by dividing the Net Settlement Amount by the total number of Credited Pay Periods and multiplying that number by each Participating Class Member's Credited Pay Periods .

(b) **Calculation of PAGA Settlement Payments:** Each Aggrieved Employee is entitled to a share of the 25% portion of the PAGA Payment based on each Aggrieved Employee's number of Credited Pay Periods worked during the PAGA Period. The PAGA Settlement Payment is to be calculated by dividing the 25% portion of the PAGA Settlement Amount by the total number of Credited Pay Periods during the PAGA Period, and multiplying that number by each Aggrieved Employee's Credited Pay Periods during the PAGA Period.

(c) **Returned Checks:** Individual Settlement Payment checks will remain valid and negotiable for one hundred and eighty (180) days after the date of mailing. If an Individual Settlement Payment check is returned before the expiration of the 180-day period ("Returned Check"), within five (5) days of receipt of the Returned Check, the Settlement Administrator shall undertake a skip-trace search for an alternate mailing address and re-mail the Returned Check to an alternate mailing address (if one is located), under a cover letter indicating that the Returned Check will continue to be valid and negotiable for thirty (30) days after the date of re-mailing. If a Class Member's Individual

Settlement Payment check is returned with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly re-mail the check to the Class Member's forwarding address within five (5) days of receipt of the Returned Check with a cover letter indicating that the Returned Check will continue to be valid and negotiable for thirty (30) days after the date of re-mailing. In the event the Settlement Administrator is unable to locate an updated address for a Class Member after making these reasonable efforts, neither the Settlement Administrator, Class Counsel, or Defendants' Counsel shall be required to take further action to achieve delivery of the check to the Participating Class Member. If within the 180-day period the Participating Class Member contacts the Settlement Administrator, or if Class Counsel does so on behalf of the Participating Class Member, the Individual Settlement Payment check shall be re-issued and mailed to the address provided by the Participating Class Member (or by Class Counsel on his or her behalf). Any such reissued check will indicate on its face that it is void if not cashed within one hundred and eighty (180) days of its issuance.

(d) **Uncashed Checks:** In the event that any checks mailed to Class Members are not cashed, deposited, or otherwise negotiated within the 180-day period, no forwarding address can be located for a Returned Check, or a Returned Check is remailed but not cashed, deposited, or otherwise negotiated within the 30-day period from the re-mailing of the Returned Check, then the checks shall be cancelled by the Settlement Administrator, and the funds associated with such cancelled checks shall be transmitted by the Settlement Administrator pursuant to governing California law to the State of California Unclaimed Property Fund, to be held there in the name of and for the benefit of such Class Members under California's escheatment laws, and such Class Members shall nevertheless be bound

to the Settlement and the Final Approval Order.

(e) **Taxation and Withholding**: Individual Settlement Payments shall be allocated in two parts: (1) ten percent (10%) as wages and (2) ninety (90%) as penalties, interest, and other non-wage damages. The Individual Settlement Payments will be reduced by any required deductions and withholdings with respect to the wage portion of the Individual Settlement Payments, including employee and employer taxes. Class Members otherwise shall be responsible for their own tax obligations with respect to the Individual Settlement Payments sent to them, and agree that they are not relying on any information provided by Defendants concerning the tax consequences of payments made under this Agreement.

4.3 Payment of Plaintiff's and Class Members' Attorneys' Fees and Costs: On or before the Payment Date, the Settlement Administrator will distribute from the Gross Settlement Amount to Class Counsel the total amount of Class Counsel's Attorneys' Fees awarded by the Court, not to exceed one-third (1/3) of the Gross Settlement Amount, as well as the total amount of Class Counsel's Litigation Costs awarded by the Court in an amount not to exceed \$10,000.00, in full settlement of any claims Plaintiff and any Class Member or Aggrieved Employee has, had, or may have as to the recovery of attorneys' fees and costs incurred in the Litigation. This combined sum will be paid by the Settlement Administrator by wire transfer payable to Justice Law Corporation, which will be responsible for providing wiring instructions to the Settlement Administrator.

4.4 Class Representative Incentive Payment: On or before the Payment Date, the Settlement Administrator shall issue from the Gross Settlement Amount the Class Representative Incentive Payment awarded by the Court not to exceed the amount of \$7,500.00 for Plaintiff

Juliana Bergara for her provision of services to the Class Members during the Litigation. The Class Representative Incentive Payment is to compensate Plaintiff for her service and risk incurred in connection with serving as a Class Representative. The Class Representative Incentive Payment is also provided in consideration for the Plaintiff executing a full and separate release of claims not required from other Class Members, as set forth below. The Class Representative Incentive Payment will be paid to Plaintiff in addition to Plaintiff's Individual Settlement Payment. The Class Representative Incentive Payment shall not be considered wages, and therefore, are not subject to any tax withholding or contribution, and an IRS Form 1099 will be issued with respect to the payments. Plaintiff shall be responsible for her own tax obligations with respect to the Class Representative Incentive Payment. The Parties agree that the Class Representative Incentive Payment to Plaintiff is fair and reasonable. Should the Court award the Class Representative Incentive Payment less than the amount being requested, the difference shall revert to the Net Settlement Fund.

4.5 PAGA Payment: On the Payment Date, the Settlement Administrator shall distribute from the Gross Settlement Amount the 75% portion of the PAGA payment that is payable to the LWDA.

4.6 No Additional Payments: The Parties agree that the payments set forth in this Agreement constitute Defendants' sole and entire monetary obligation to Plaintiff, Class Members, the LWDA, the Settlement Administrator, and Plaintiff's Counsel under this Agreement, and that, once made by Defendants in accordance with this Agreement, shall completely and finally discharge Defendants' obligations to pay Plaintiff, Class Members, the LWDA, the Settlement Administrator, and Plaintiff's Counsel under this Agreement, and that the payment process does not create any residual funds.

5. NOTICE OF CLASS ACTION SETTLEMENT AND SETTLEMENT OPT-OUT FORM

5.1 Filing of Motion for Preliminary Approval: Within thirty (30) days after this Settlement Agreement becomes fully executed by the Parties, Plaintiff shall file a motion for preliminary approval of this Settlement and for notice to Class Members.

5.2 Appointment of Settlement Administrator: The parties have selected CPT Group as the Settlement Administrator to handle the notice and administration of the Settlement. The Settlement Administrator will mail a Class Notice to each Class Member; review and re-mail any returned and/or undeliverable Class Notices; receive, review, and process Requests for Exclusion, Objections, and Credited Pay Period disputes; calculate Individual Settlement Payments; withhold applicable taxes and withholdings; prepare and transmit necessary tax documentation and filings; and transmit all required payments. The Settlement Administrator will also handle inquiries from Class Members regarding the Settlement and perform any other usual and customary duties for administering a class action settlement.

5.3 Mailing Notice of Class Action Settlement and Settlement Opt-Out Form:

(a) Within fifteen (15) calendar days following Preliminary Approval, Defendants will provide the Settlement Administrator with a list of all Class Members and PAGA Members, which shall include their name, Social Security Number or Individual Taxpayer Identification Number, last known addresses, last known telephone number, number of Credited Pay Periods, and dates of employment, for notice and settlement administration purposes (“Class List”). Within thirty (30) calendar days of receipt of the Class List, the Settlement Administrator will send by first-class mail to all putative Class Members the Class Notice in a form that conforms to the form agreed to by the Parties and approved by the Court. Prior to mailing the Class Notice, the Settlement Administrator

shall attempt to locate the Class Members' updated addresses by a search of the National Change of Address Database and an Accurint (or substantially similar) skip trace search.

(b) The Settlement Administrator will verify, in writing, that the Class Notice has been disseminated in accordance with the Court's Preliminary Approval Order, and will provide such verification to Class Counsel and Defendants' Counsel no later than twenty (20) days prior to the date of the Final Approval Hearing. The Settlement Administrator shall also verify the Settlement Administration Costs and provide the total number of objections, Requests for Exclusion, and Credited Pay Period disputes submitted by Class Members.

(c) Within five (5) days of receiving any disputes, any Requests for Exclusion, and any objections to the Settlement, the Settlement Administrator shall provide written notice to Class Counsel and to Defendants' Counsel of the receipt of such.

(d) The Class List and any other data provided by Defendants to the Settlement Administrator shall be treated as confidential and shall not be used by the Settlement Administrator for any purpose other than as permitted by the Settlement. Further, the Settlement Administrator shall use commercially reasonable efforts to secure the data provided by Defendants at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by the Settlement. At no time during the Settlement process will any Class Member's full Social Security Number be filed by the Parties or the Settlement Administrator with the Court, except under seal as may be ordered by the Court. The Settlement Administrator shall ensure that the Class Notice and any other communications to Class Members shall not include any Class Member's Social Security Number, except the last four digits, if necessary.

5.4 Returned and/or Undeliverable Notices:

(a) If a Class Notice is returned as undeliverable, the Settlement Administrator will promptly re-mail it to a forwarding address, if provided, or to an updated address obtained from a skip-trace search if no forwarding address is provided. The Settlement Administrator shall also send with any re-mailed notice a brief letter stating that the recipient of the re-mailed Notice has until the original deadline set forth on the Notice, or (10) calendar days after the re-mailing of the Notice (whichever is later), to submit a Request for Exclusion or an objection to the Settlement, or to dispute the number of Credited Pay Periods credited to him or her.

(b) In the event the procedures set forth above are followed and the intended recipient of a Class Notice still does not receive the Class Notice, the intended recipient will be a Participating Class Member and will be bound by all terms of the Settlement and the Final Approval Order. That Class Member's Individual Settlement Payment will still be mailed to that Class Member's last known address. If returned, the Settlement Administrator will use reasonable efforts to locate a better address and re-mail the Returned Check, if possible.

5.5 Form of the Class Notice: The Class Notice will advise individual Class Members of their right to opt out of the Settlement Agreement, object to all or any part of the Settlement Agreement, and/or dispute the number of Credited Pay Periods credited to them. Any Class Member who wishes to opt out from the Settlement Agreement, object to the Settlement Agreement, and/or dispute the number of Credited Pay Periods credited to him or her, must do so in writing to the Settlement Administrator postmarked no later than forty-five (45) calendar days from the date of mailing of the Class Notice to the Class Members ("Exclusion Deadline").

5.6 Time and Manner for Class Members to File Objections: All Class Members have the right to remain a Class Member but object to the terms of this Settlement. An objecting Class Member may (a) mail an Objection in accordance with the terms of this paragraph, or (b) appear (in person or through an attorney) and object at the Final Approval hearing. Objecting Class Members shall have forty-five (45) days from the original mailing of the Class Notice to mail an objection to the Settlement Administrator. The Class Member's objection must include the Class Member's full name, address, telephone number, signature, last four digits of his or her Social Security Number or Employee Identification Number, and the factual basis for the objection. Unless the Court directs otherwise, the forty-five (45) day period applies notwithstanding any claim regarding non-receipt of the Class Notice. All objections must state with particularity the basis therefore. Further, if any objector intends to appear at the hearing on Final Approval, either in person or through counsel, he or she will include notice of that fact and state the purpose for his or her appearance in his or her objection. The Parties will be permitted to respond in writing to such objections within the time period set by the Court and/or with their Final Approval papers. If a Class Member objects to the Settlement but the Court ultimately approves the Settlement nonetheless, the objecting Class Member will still be entitled to receive his or her Individual Settlement Payment. Any Class Member who submits a valid and timely Request for Exclusion shall have no right to object to the Settlement.

5.7 Time and Manner for Filing Request for Exclusion/Opt Out:

(a) Class Members shall have forty-five (45) days from the date of mailing of the Class Notice to have postmarked and mailed to the Settlement Administrator a proper Request for Exclusion. To be valid, the Opt-Out must (a) reference the name, address, and telephone number of the person requesting exclusion; (b) be dated and signed by the

person requesting exclusion; (c) include the last four digits of the person's Social Security Number or Employee Identification Number; (d) contain a statement that the Class Member wishes to be excluded from the Settlement; and (e) be postmarked no later than the Exclusion deadline. Upon expiration of the Exclusion Deadline, any Class Member who fails to submit a Request for Exclusion will be bound by all terms of the Agreement, including the release.

(b) Any Class Member who mails a valid and timely Request for Exclusion will, upon receipt thereof by the Settlement Administrator, no longer be a Participating Class Member, will receive no benefit from the Settlement, will not release any of his or her claims, causes of action, or rights, and will have no right to object or appeal the Settlement. Aggrieved Employees cannot exclude themselves from the PAGA portion of the settlement and, therefore, those claims will be released regardless of whether or not the Aggrieved Employee excludes him or herself from being a Class Member.

(c) If a Class Member submits a deficient Request for Exclusion, the Settlement Administrator shall notify the Class Member of the deficiency within five (5) business days of receipt. The Class Member shall have until five (5) business days following the receipt of such notification to cure said deficiencies, at which point his or her request will be rejected if not received.

5.8 No Solicitation: The Parties and their counsel agree not to take any action to encourage any Class Member to opt out of, or object to the Settlement.

5.9 Time and Manner for Disputing Credited Pay Periods :

(a) Class Members will be entitled to dispute their number of Credited Pay Periods by mailing a Credited Pay Periods Dispute to the Settlement Administrator within

forty-five (45) calendar days after the date the Class Notice was initially mailed. A Class Member's Credited Pay Periods Dispute must include: (i) the full name, current mailing address, telephone number, signature, and last four digits of the Social Security number or Employee Identification Number of the disputing Class Member; (ii) the case name and number of the Litigation; (iii) a statement indicating that the Class Member seeks to dispute the number of Credited Pay Periods credited to him or her, the time period(s) he or she worked for Defendants in a non-exempt position in California during the Settlement Class Period, and the number of Credited Pay Periods that he or she contends should be credited to him or her; and (iv) documentation and/or other facts supporting the Class Member's position. Defendants will review its records and provide information to the Settlement Administrator in response to any such disputes. Within seven (7) business days of receiving the necessary records and/or information from Defendants, the Settlement Administrator shall review all information and documents received from the Class Member and from Defendants, and shall inform Class Counsel and Defendants' Counsel of its decision as to whether it accepts or rejects the dispute. The Settlement Administrator's determination regarding any such dispute shall be final. The disputing Class Member bears the burden of proof. Unless the Class Member can establish that the number of Credited Pay Periods credited to him or her is incorrect, by providing documentation in support thereof or other details to substantiate his or her position, the total number of Credited Pay Periods established by Defendants' records will control.

(b) Class Counsel and Defendants' Counsel will timely and effectively cooperate to resolve any disagreements regarding disputed Credited Pay Periods. In the

event Class Counsel and Defendants' Counsel are not able to reach an agreement regarding a dispute, either Party may request that the Court make a final decision.

(c) Upon resolution of all disputes regarding Credited Pay Periods, the Settlement Administrator will prepare and circulate to all counsel an updated Class List. Any changes to a Class member's Credited Pay Periods will be reflected in the total Credited Pay Periods for the entire Class on the updated Class List.

5.10 Payment of Settlement Administration Costs: Settlement Administration Costs shall not exceed \$15,000.00 and will be paid out of the Gross Settlement Amount. Should the actual Settlement Administration Costs incurred be less than \$15,000.00, the difference will revert to the Net Settlement Amount for distribution to Participating Class Members.

6. PLAINTIFF'S AND CLASS MEMBERS' OBLIGATIONS TO DEFENDANTS

6.1 Representations: Plaintiff represents and warrants to Defendants that, other than the Litigation, Plaintiff has no pending charges, complaints, claims, or actions against Defendants arising out of their employment with Defendants in which she asserts a claim for unpaid wages or compensation.

6.2 Release by Participating Class Members: In exchange for the consideration under this Settlement, and upon Defendants' delivery of the Gross Settlement Amount, and employer-side payroll taxes on wages paid to Class Members, to the Settlement Administrator, all Participating Class Members, on behalf of themselves and their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, will and hereby do forever release, waive,

acquit, and discharge the Released Parties from the Class Released Claims and PAGA Released Claims, as defined in Section 1 of this Agreement.

6.3 Release by Class Representative: In exchange for the Class Representative Incentive Payment, Plaintiff hereby releases, on behalf of herself and her heirs, representatives, attorneys, and assigns, all federal and state statutory claims, and federal and state common law claims that Plaintiff may have had, or presently has, against any of the Released Parties. Specifically, and without limitation, Plaintiff releases any and all claims Plaintiff might have under the Age Discrimination in Employment Act, the federal WARN Act and the California WARN Act, Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Americans With Disabilities Act, the Employee Retirement Income Security Act of 1974, the Equal Pay Act of 1963, the Genetic Information Nondiscrimination Act of 2008, Section 15(a)(3) of the Fair Labor Standards Act of 1938, the Labor-Management Relations Act of 1947, the Family and Medical Leave Act of 1993, the Uniformed Services Employment and Reemployment Rights Act of 1963, and all similar federal, state, or local laws specifically including, but not limited to, the California Fair Employment and Housing Act, the California Labor Code, the California Private Attorney General Act, the California Family Rights Act, and the California Unruh Civil Rights Act. Plaintiff also agrees not to bring any action against any of the Released Parties under California law for claims such as wrongful termination, retaliation (whether arising in tort, in violation of a statutory protection, or otherwise), breach of contract, breach of the covenant of good faith and fair dealing, infliction of emotional distress, or any and all other constitutional, common law, statutory, or applicable claims.

It is Plaintiff's intention to settle fully and release all of the claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. The Class Representative

Incentive Payment shall be paid to Plaintiff specifically in exchange for the general release of the Released Parties from all claims set forth in this Agreement, including those specified in this paragraph.

Plaintiff expressly waives the protections and any and all benefits of California Civil Code Section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff has read and understand California Civil Code Section 1542, and expressly acknowledges and agrees that any and all rights under Section 1542 of the California Civil Code, other than any rights specifically reserved by law or regulation, are waived.

6.4 Effect of PAGA Settlement: In exchange for the consideration under this Settlement, and upon Defendants' delivery of the Gross Settlement Amount to the Settlement Administrator, Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, the Aggrieved Employees, will fully and finally release and discharge the Released Parties from the PAGA Released Claims.

7. CONDITIONS OF SETTLEMENT

Performance by Defendants of the obligations set forth in this Agreement is subject to all of the following material conditions:

1. Entry by the Court of the Order of Preliminary Approval of the Settlement Agreement and Certification of the Class;

2. Mailing of the Notice of Class Action Settlement to the Class Members in accordance with the Court's Order of Preliminary Approval and Certification of the Class;
3. Entry by the Court of the Order of Final Approval of the Settlement Agreement and Judgment;
4. Occurrence of the Effective Date, as defined in Section 1 of this Agreement.

Until and unless all events listed in (1) – (4) above occur, Defendants shall have no obligation to perform under this Agreement, except for obligations provided in this Agreement that are necessary to support achievement of the material conditions listed above. Defendants may only waive the above listed material conditions to its performance in a separate writing signed by Defendants' counsel after the date this Agreement has been signed by all signatories listed at the end of this Agreement.

8. MISCELLANEOUS PROVISIONS

8.1 Governing Law: All terms of the Settlement will be governed by and interpreted according to the laws of the State of California.

8.2 No-Publication Provision: Plaintiff and Plaintiff's Counsel shall not, other than necessary filings related to completing the Settlement and obtaining preliminary and final approval, publicize, advertise, or otherwise draw public or media attention to the fact or terms of

settlement, including but not limited to postings on social media (such as Twitter, Instagram, Facebook, TikTok, LinkedIn, Plaintiff's counsel's firm website, or other social media platform).

8.3 Attorneys' Fees And Costs: Other than as set forth in Section 4.3, above, the Parties agree to bear their own attorneys' fees and costs in connection with the Litigation, including in the preparation and implementation of this Agreement.

8.4 Joint Drafting: Should any provision of this Agreement require interpretation or construction, the person or court interpreting or construing this Agreement, the court will not apply a presumption that the provision will be more strictly construed against one party by reason of the rule of construction that a document is to be construed against the party who prepared the Agreement. It is agreed that both parties participated in the negotiation and preparation of the provisions of this Agreement.

8.5 Entire Agreement: The Agreement represents the sole and entire agreement between the Parties and supersedes any and all prior agreements, negotiations, or discussions between the Parties and/or their respective counsel with respect to the subject matter covered in

the Agreement. The Parties further agree that the Agreement may not be modified orally and that any modification of this Agreement must be in writing and executed by the Parties.

8.6 Severability: If one or more paragraph(s) of this Agreement are ruled invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement, which shall remain in full force and effect.

8.7 Captions: Section or paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of the Agreement or any provision hereof.

8.8 Counterparts: The Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A fax, scan, or a copy shall be deemed the same as an original.

8.9 Informed, Voluntary Signature: In entering into this Agreement, Plaintiff, individually and on behalf of the Class Members and Aggrieved Employees, represents that, before executing this Agreement, she has completely read all the terms herein and that she fully understands and voluntarily accepts the terms after having the opportunity to consult adequate legal counsel of her choice. Plaintiff, individually and on behalf of the Class Members and Aggrieved Employees, further acknowledges and agrees that she have received a reasonable period of time of at least five business days to consider this Agreement and that the subsequent discovery of any facts by her, whether or not existing on the date of this Agreement and no matter how material, shall have no effect on the validity of the Agreement.

8.10 Mutual Full Cooperation: The Parties and their counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to execution of such documents and to take any such other action as may reasonably be necessary to implement

the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Order of the Court or other to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of the Settlement, the Parties shall seek the assistance of the Court or the Mediator to resolve such disagreement.

8.11 Final Approval: On the date set forth in the Class Notice (or as continued by the Court at its discretion), a Final Approval hearing will be held before the Court in order to (1) review the Settlement and determine whether the Court should give it Final Approval, (2) consider any timely objections to the Settlement and all responses by the Parties to any such objections, (3) consider the amount requested for attorneys' fees and costs submitted by Class Counsel, (4) consider the Settlement Administration Costs, (5) consider the amount requested for the Class Representative Incentive Payments, and (6) consider the PAGA Payment to the LWDA. At the Final Approval hearing, the Parties will ask the Court to approve the Settlement and to enter judgment accordingly.

8.12 Enforcement and Continuing Jurisdiction of the Court: Pursuant to California Rules of Court, Rules 3.769 and 3.771, the Settlement will be approved by the Court and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. Even after the Final Approval Order is entered, and notwithstanding it, the Court will have and shall retain continuing jurisdiction over the Action and over the Parties and Class Members to the fullest extent

necessary or convenient to enforce and effectuate the terms and intent of this Settlement and all matters provided for in it, and to interpret it.

Entered and agreed to on this ____ day of January, 2023.

AGREED TO BY PLAINTIFF, CLASS MEMBERS, and AGGRIEVED EMPLOYEES:

PLAINTIFF:

Dated: 01/12/2023

Juliana Bergara

JULIANA BERGARA on behalf of herself, the Aggrieved Employees, and the LWDA

DEFENDANTS:

Dated: Jan 18, 2023

BREAD & CIE, INC

By: [Signature]

Dated: Jan 18, 2023

BREAD & CIE WHOLESALE, LLC

By: [Signature]

APPROVED AS TO FORM AND CONTENT:

JUSTICE LAW CORPORATION

Dated: 01/13/2023

By: [Signature]

DOUGLAS HAN
ATTORNEY FOR PLAINTIFF

HIGGS FLETCHER & MACK LLP

Dated: 01/18/2023

By: [Signature]

JAMES M. PETERSON
KYLE W. NAGEOTTE
ATTORNEYS FOR DEFENDANTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 Ave., Ste. 101 Pasadena, California 91103.

On May 26, 2023, I served the foregoing document described as

CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

for the following case: **Bergara v. Bread & Cie, Inc. et. al**
LWDA/Court Case No.: **LWDA Case No.: CM- 845745-21**
Court Case No.: 37-2022-00001960-CU-OE-CTL
San Diego County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

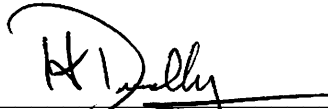
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[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 26, 2023, at Pasadena, California.



Heather Donnelly