

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiff and the Class

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

SABRINA GILBERT, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

CENTRAL CALIFORNIA BAKING
COMPANY, an Oregon Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: VCU291467

[Assigned for all purposes to the Hon. John P.
Bianco, Department 2]

**DECLARATION OF YAMI BURNS
REGARDING SETTLEMENT
ADMINISTRATION**

Date: April 22, 2024

Time: 8:30 a.m.

Dept.: 2

Complaint Filed: April 26, 2022

FAC Filed: August 21, 2023

Trial Date: None Set

1 **DECLARATION OF YAMI BURNS**

2 I, Yami Burns, declare as follows:

3 1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-
4 appointed Class Action Settlement Administrator for *Gilbert v. Central California Baking*
5 *Company* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon
6 to testify, I could and would testify competently to such facts.

7 2. Phoenix was selected by the Parties to provide notice of the Settlement and perform
8 class administration duties in this Action. Pursuant to the Joint Stipulation of Class and
9 Representative Action Settlement (“Settlement Agreement” or “Settlement”) for this matter,
10 Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Class Action*
11 *Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the
12 number of wage statements reflecting the payment of FLSA Overtime and/or variance pay each
13 Class Member received during the period from April 26, 2021 to February 17, 2023 (“Class
14 Period”) and the number of wage statements reflecting the payment of FLSA Overtime and/or
15 variance pay each Aggrieved Employee received during the time period from April 18, 2021 to
16 February 17, 2023 (“PAGA Period”); (iv) determining the validity of letters indicating a request
17 to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the
18 Class Settlement (“Objections”), and/or dispute regarding the amount of Individual Settlement
19 Payments submitted by Class Members; (v) calculating the Net Settlement Amount and the
20 Individual Settlement Payments to Class Members; (vi) calculating and issuing the Individual
21 Settlement Payments and distributing them to Participating Class Members and Individual PAGA
22 Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees
23 and costs and the Enhancement Payment to Plaintiff; and (viii) such other tasks as set forth in the
24 Settlement Agreement or as the Parties mutually agree or as the Court orders.

25 3. On January 23, 2024, Phoenix received a data file from Defense Counsel that
26 contained each employee’s full name, his or her last known home address, telephone number,
27 Social Security Number, beginning and ending dates of employment, number of wage statements
28 reflecting the payment of FLSA Overtime and/or variance pay during the Class Period, and

1 number of wage statements reflecting the payment of FLSA Overtime and/or variance pay during
2 the PAGA Period (“Class List”). The final mailing list contained two hundred sixty-five (265)
3 individuals identified as Class Members.

4 4. On January 25, 2024, Phoenix conducted a National Change of Address (“NCOA”)
5 search in an attempt to update the class list of addresses as accurately as possible. A search of this
6 database provides updated addresses for any individual who has moved in the previous four (4)
7 years and notified the U.S. Postal Service of their change of address.

8 5. On January 26, 2024, Phoenix mailed the Notice via U.S. first class mail, to all two
9 hundred sixty-five (265) Class Members on the Class List. A true and correct copy of the mailed
10 Notice is attached hereto as **Exhibit A**.

11 6. As of the date of this declaration, thirteen (13) Notices have been returned to
12 Phoenix. For the thirteen (13) Notices returned from the Post Office without a forwarding address,
13 Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most
14 comprehensive address databases available for skip tracing. We obtained eleven (11) updated
15 addresses and the Notices were promptly re-mailed to that Class Member via first class mail.

16 7. As of the date of this declaration, two (2) remain undeliverable since updated
17 addresses could not be obtained via skip trace.

18 8. Phoenix has received zero (0) Requests for Exclusion from Class Members. The
19 deadline to request exclusion from the Class Settlement is March 26, 2024.

20 9. Phoenix has received zero (0) Notices of Objection from Class Members. The
21 deadline for objecting to the Class Settlement is March 26, 2024.

22 10. Phoenix has received zero (0) disputes from Class Members. The deadline for
23 submitting a dispute is March 26, 2024.

24 11. There are two hundred sixty-five (265) Class Members who did not submit timely
25 and valid Requests for Exclusion and are therefore deemed Participating Class Members,
26 representing 100% of the Class. Participating Class Members received a collective total of four
27 thousand one hundred twenty-one (4,121) wage statements during the Class Period. Based on the
28 Net Settlement Amount, each wage statement is valued at approximately \$57.45.

12. The Net Settlement Amount of \$218,383.93 available to pay Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$133,333.33), Class Counsel's litigation costs (\$8,782.74), requested Enhancement Payment to Plaintiff Gilbert (\$10,000.00), the PAGA Payment (\$20,000.00), and the requested Settlement Administration Costs (\$9,500.00) from the Gross Settlement Amount (\$400,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately \$2,437.68, the lowest Individual Settlement Payment to be paid is approximately \$52.99, while the average Individual Settlement Payment to be paid is approximately \$824.09. Participating Class Members will be issued payment of their Individual Settlement Payments and shall be allocated as 100% penalties.

14. Additionally, \$20,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Payment”), of which 75%, or \$15,000.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or \$5,000.00, of which shall be paid to all Aggrieved Employees. There are two hundred sixty-five (265) Aggrieved Employees who received a collective total of four thousand one hundred twenty-one (4,121) wage statements during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$55.81, and the average Individual PAGA Payment to be paid is approximately \$18.87.

15. Phoenix's costs associated with the administration of this matter are \$9,500.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 26th day of March 2024, at Orange, California.

Jami Burns
YAMI BURNS

Exhibit A

Sabrina Gilbert v. Central California Baking Company
SUPERIOR COURT OF CALIFORNIA, COUNTY OF TULARE
(CASE NO. VCU291467)
NOTICE OF CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A:

- CURRENT OR FORMER CALIFORNIA EMPLOYEE OF CENTRAL CALIFORNIA BAKING COMPANY IN THE STATE OF CALIFORNIA AT ANY TIME FROM APRIL 26, 2021, THROUGH FEBRUARY 17, 2023 (the “Covered Period”), AND RECEIVED ONE OR MORE WAGE STATEMENTS DURING THIS TIME CONTAINING THE FOLLOWING INFORMATION: (1) FLSA OVERTIME AND SHIFT DIFFERENTIAL PAY; OR (2) FLSA OVERTIME AND VARIANCE PAY; OR (3) FLSA OVERTIME, VARIANCE, AND SHIFT DIFFERENTIAL PAY; OR (4) SHIFT DIFFERENTIAL AND VARIANCE PAY; OR (5) ONLY FLSA OVERTIME PAY; OR (6) ONLY VARIANCE PAY (the “Class”);

YOU MAY BE ELIGIBLE TO RECEIVE MONEY AS PART OF A SETTLEMENT

The Tulare County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Settlement Administrators (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

«BarcodeString»
SIMID «SIMID»
ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY
\$«MERGED_EstSettAmnt_CALC»
THROUGH THIS CLASS ACTION
SETTLEMENT**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
You Can DO NOTHING	You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will lose any rights to sue Central California Baking Company (“CCBC”), (“Defendant”) separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.
You Can ASK TO BE EXCLUDED FROM THE SETTLEMENT (Deadline: March 26, 2024)	If you ask to be excluded from the settlement, you will get no payment from the settlement, aside from the “PAGA Amount” (described below), but you will keep any rights to sue Defendant separately for the same legal claims made in this lawsuit other than penalty claims premised on California’s Private Attorneys General Act, Labor Code § 2698, <i>et seq.</i>
You Can OBJECT TO THE SETTLEMENT (Deadline: March 26, 2024)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline or personally appear at the final approval hearing. If your objection is overruled by the Court, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read this Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What is this Lawsuit About?

On April 18, 2022, Plaintiff notified the Labor Workforce Development Agency (“LWDA”) of her intent to file an action under California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”) against CCBC. Plaintiff allowed the LWDA an opportunity investigate her claim as required by the Labor Code. The LWDA took no action in response to Plaintiff’s notice.

On April 26, 2022, Plaintiff filed a lawsuit on behalf of herself and all allegedly similarly situated individuals against Central California Baking Company in the Superior Court of the State of California, County of Tulare (Case No.VCU291467) asserting a cause of action for penalties under California Labor Code section 226(a) on the grounds that Central California Baking Company allegedly failed to provide accurate wage statements to employees. On August 21, 2023, Plaintiff filed a First Amended Complaint alleging an additional cause of action on behalf of herself and all allegedly similarly situated individuals asserting an additional cause of action for penalties under PAGA on the grounds that Central California Baking Company allegedly failed to provide accurate wage statements to employees.

This lawsuit, including the Complaint and First Amended Complaint, are the “Action.”

Defendants deny and dispute all such claims. Specifically, Defendants contend that they complied with California’s wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that the Action cannot be maintained as a class action.

3. Why is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Plaintiff thinks she could have won at trial. Defendants think that they would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the risks and cost of litigation, and the individuals potentially affected will get compensation. The class representative and the attorneys think the settlement is best for class members.

4. How Do I Know If I Am Part of the Settlement?

The Court has decided that the following individuals are class members: all non-exempt employees who worked for Central California Baking Company at any time in the State of California during the Class Period and who received any wage statements containing the following information: (1) FLSA Overtime and shift differential pay; or (2) FLSA Overtime and variance pay; or (3) FLSA Overtime, variance, and shift differential pay; or (4) shift differential and variance pay; or (5) only FLSA overtime pay; or (6) only variance pay (the “Class”). If you received this Notice you are a member of the Class.

5. What Does the Settlement Provide?

The proposed settlement provides for a cash payment by CCBC in the amount of \$400,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the Gross Settlement Amount minus the following (the “Net Settlement Amount”): (a) settlement administration costs not to exceed \$10,000.00; (b) class representative enhancement award to Plaintiff not to exceed \$10,000.00 for her work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$133,333.00; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$15,000.00; and (e) payment of \$15,000.00 to the Labor and Workforce Development Agency (“LWDA”). **Class Counsel’s attorneys’ fees and costs remain subject to Court approval.**

The proposed settlement also provides that a portion of the penalties allocated to the claims brought under the Private Attorneys General Act (“PAGA”), Cal. Labor Code § 2698, *et seq.*, will be distributed to class members even if they request exclusion. The “PAGA Amount” will be 25% of the total amount allocated for the satisfaction of claims for civil penalties under the PAGA, currently estimated to total Five Thousand Dollars (\$5,000.00).

No portion of the Net Settlement Amount will be returned to CCBC under any circumstances. Instead any unclaimed portions will be distributed to a court approved charitable organization.

6. How Much Will My Payment Be?

Your estimated share of the settlement is shown on the first page of this notice. The amount you are to receive is based on the number of Qualifying Pay Periods you worked during the period of April 26, 2021, through February 17, 2023. Qualifying Pay Periods” means (1) pay periods in which former and current employees of CCBC, in the state of California received one or more wage statements during the Covered Period.

According to the records, the number of Qualifying Pay Periods you worked during the relevant time period is determined to be ***. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you disagree with the number of pay periods, see below (Question 8).]

7. How Do I Receive a Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within approximately one hundred days after the Court enters a judgment based on this settlement, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

8. What If I Believe the Information is Inaccurate?

If you believe the number of Qualifying Pay Periods you worked is inaccurate, you may dispute it by sending a letter to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, no later than March 26, 2024. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

9. What Am I Giving Up to Receive a Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against CCBC or the other Released Parties for any legal claims based on the subject matter of this settlement. Specifically, you will be giving up or “releasing” the claims summarized below, as fully defined within the Parties’ Settlement Agreement.

Settled Class Claims

- All claims, including penalties, interest, costs, and attorneys' fees related thereto, that were or could have been brought under the facts and allegations made in the operative First Amended Complaint for violation of Labor Code section 226(a) during the Class Period.

Settled PAGA Claims

- All claims for penalties under the California Private Attorneys General Act, including interest, costs and attorneys' fees related thereto, predicated on the violation of Labor Code section 226(a) that accrued during the PAGA Period and were alleged in the PAGA Notice and operative First Amended Complaint.

The Released Parties are defined as: Defendant, and its parents, predecessors, successors, subsidiaries, affiliates, partners, and trusts, and all of its employees, officers, agents, attorneys, stockholders, fiduciaries, clients, other service providers, and assigns.

10. How Do I Exclude Myself from the Settlement?

To exclude yourself from the settlement (also referred to as a “Request for Exclusion” or an “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *Sabrina Gilbert v. Central California Baking Company* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than March 26, 2024, to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

If you submit a timely and valid Request for Exclusion” request, you will no longer be a member of the class and you will not receive any money from the settlement (except for that portion of the settlement allocated to PAGA penalty payments – *i.e.*, the PAGA Settlement Amount), or be able to object to the settlement, but you will not be legally bound by anything that happens in this lawsuit. You will keep any rights to sue (or continue to sue) CCBC or any of the other Released Parties in the future for the same legal claims made in this lawsuit, at your own expense, with the exception of the Settled PAGA Claims (below).

- All claims for penalties under the California Private Attorneys General Act, including interest, costs and attorneys' fees related thereto, predicated on the violation of Labor Code section 226(a) that accrued during the PAGA Period and were alleged in the PAGA Notice and operative First Amended Complaint.

11. How Do I Tell the Court that I Don’t Believe that the Settlement is Fair?

As a class member, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing to the Settlement Administrator. You may also object by appearing at the final approval hearing for the settlement, either in person or through an attorney at your own expense. (See Question 14.) Regardless of whether you submitted a timely written objection to the Settlement Administrator, you may appear in person at the final approval hearing in order to object.

All written objections should be signed by you and should include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. You must mail your objection postmarked no later than March 26, 2024, to the Settlement Administrator at Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

12. What is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don’t like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don’t want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court. If the Court approves the settlement, you will receive your portion of the PAGA Settlement Amount regardless of whether you object or exclude yourself.

13. Do I Have a Lawyer in this Case?

The Court decided that the law firms of Diversity Law Group and Polaris Law Group, both of which represent the Plaintiff, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How Will the Attorneys for the Class and the Class Representatives be Paid?

The attorneys for the Plaintiff and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$133,333.00 in attorneys’ fees and for actual litigation costs incurred up to a maximum of \$15,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see Question 16 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

If approved by the Court, an enhancement payment for the Plaintiff of an amount up to \$10,000.00 will be paid from the Gross Settlement

Amount for her work and efforts in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

15. Notice of Hearing on Final Approval and Objections to Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable John P. Bianco on April 22, 2024, at 8:30 a.m., in Department 2 of the Superior Court of California for the County of Tulare, located at 221 S. Mooney Blvd., Visalia, California 93291, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct. **You are not required to attend the Final Approval Hearing**, although any Class Member is welcome to attend the hearing.

16. How Do I Receive More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling the Settlement Administrator at (800) 523-5773, or writing to *Sabrina Gilbert v. Central California Baking Company*. Settlement Administrator, c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863; or contacting Class Counsel.

17. What is the Contact Information for Class Counsel?

The addresses for Class Counsel are as follows:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee
Kristen M. Agnew
Nicholas Rosenthal
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Fax: (213) 488-6554

POLARIS LAW GROUP
William L. Marder
501 San Benito Street, Suite 200
Hollister, CA 95023
Telephone: (831) 531-4214
Fax: (831) 634-0333

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

Sabrina Gilbert v. Central California Baking Company
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
gilbert-v-central-california-baking-company.phoenixcases.com

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

Sabrina Gilbert contra Central California Baking Company
TRIBUNAL SUPERIOR DE CALIFORNIA, CONDADO DE TULARE
(CASO N° VCU291467)

NOTIFICACIÓN DEL ACUERDO DE DEMANDA COLECTIVA (“NOTIFICACIÓN”)

SI USTED ES A:

- UN EMPLEADO ACTUAL O ANTERIOR DE CENTRAL CALIFORNIA BAKING COMPANY EN EL ESTADO DE CALIFORNIA EN CUALQUIER MOMENTO DESDE EL 26 DE ABRIL DE 2021 HASTA EL 17 DE FEBRERO DE 2023 (el “Período Cubierto”), Y RECIBIÓ UNA O MÁS DECLARACIONES SALARIALES DURANTE ESTE MOMENTO QUE CONTIENEN LA SIGUIENTE INFORMACIÓN: (1) PAGOS POR TIEMPO EXTRA Y DIFERENCIAL POR TURNO; O (2) PAGOS POR TIEMPO EXTRA Y VARIACIÓN; O (3) PAGOS POR TIEMPO EXTRA, VARIACIÓN Y DIFERENCIAL POR TURNO; O (4) PAGOS POR DIFERENCIAL POR TURNO Y VARIACIÓN; O (5) PAGOS POR TIEMPO EXTRA; O (6) PAGOS POR VARIACIÓN (la “Clase”);

PUEDE TENER DERECHO A RECIBIR DINERO COMO PARTE DE UN ACUERDO

El Tribunal Superior del Condado de Tulare (“Tribunal”) autorizó el envío de esta Notificación por parte de Phoenix Settlement Administrators (“Administrador del Acuerdo”). Esto no es un anuncio. Esto no es una solicitud de un abogado.

«BarcodeString»
SIMID «SIMID»
ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

**SE ESTIMA QUE USTED RECIBIRÁ
APROXIMADAMENTE
\$«MERGED_EstSettAmnt_CALC» A
TRAVÉS DE ESTE ACUERDO DE ACCIÓN
COLECTIVA**

SUS DERECHOS Y OPCIONES LEGALES EN ESTE PLEITO

No HACER NADA	Usted recibirá un pago del Acuerdo. Si no hace nada, continuará su participación en esta Demanda, y se verá afectado por el resultado de este caso. Recibirá un pago del Acuerdo; sin embargo, perderá cualquier derecho a Demandar a Central California Baking Company (“CCBC”), (“Demandada”) por separado por las mismas reclamaciones legales hechas en la Demanda. La cantidad estimada de su pago de Acuerdo se muestra arriba. Para recibir el pago de su Acuerdo, lo único que tiene que hacer es mantener informado al Administrador del Acuerdo de su dirección postal actual. Una vez que el Tribunal conceda la aprobación definitiva del Acuerdo, el Administrador del Acuerdo le enviará su cheque por correo a la dirección que conste en sus archivos.
Puede SOLICITAR QUE SE LE EXCLUYA DEL ACUERDO (Plazo: 26 de marzo de 2024)	Si solicita ser excluido del Acuerdo, no obtendrá ningún pago del Acuerdo, aparte del “Importe PAGA” (descrito a continuación), pero conservará cualquier derecho a Demandar al Demandado por separado por las mismas reclamaciones legales planteadas en esta Demanda, salvo las reclamaciones de penalización basadas en la Ley General de Abogados Privados de California, Código Laboral § 2698, y siguientes.
Puede OBJETAR EL ACUERDO (Plazo: 26 de marzo de 2024)	Si no está de Acuerdo con el Acuerdo, puede enviar una objeción por escrito al administrador del Acuerdo antes de la fecha límite o comparecer personalmente en la audiencia de aprobación definitiva. Si su objeción es rechazada por el Tribunal, seguirá estando obligado por los términos del Acuerdo y recibirá el pago de este. Importante: Si se opone al Acuerdo, no puede solicitar también ser excluido.

ESTOS DERECHOS Y OPCIONES -Y LOS PLAZOS PARA EJERCERLOS- SE EXPLICAN EN ESTE AVISO.

El Tribunal está a cargo de esta Demanda y aún debe decidir si aprueba el Acuerdo. Los pagos se efectuarán si el Tribunal aprueba el Acuerdo y una vez resueltas las apelaciones, si las hubiera. **Por favor, tenga paciencia.**

1. ¿Por qué debe leer este aviso?

Debe leer este Aviso porque puede tener derecho a recibir dinero de un Acuerdo de Demanda colectiva.

2. ¿De qué trata esta Demanda?

El 18 de abril de 2022, la Demandante notificó a la Agencia para el Desarrollo de la Fuerza Laboral (“LWDA”) de su intención de presentar una acción bajo la Ley General de Abogados Privados de California, Código Laboral de California § 2698 y siguientes (“PAGA”) contra CCBC. La Demandante dio a la LWDA la oportunidad de investigar su reclamación, tal y como exige el Código Laboral. La LWDA no tomó ninguna medida en respuesta a la notificación de la Demandante.

El 26 de abril de 2022, la Demandante presentó una Demanda en su nombre y en el de todas las personas supuestamente situadas de forma similar contra Central California Baking Company en el Tribunal Superior del Estado de California, Condado de Tulare (Caso No. VCU291467) haciendo valer una causa de acción por sanciones en virtud de la Sección 226(a) del Código Laboral de California

sobre la base de que Central California Baking Company supuestamente no proporcionó declaraciones salariales precisas a los empleados. El 21 de agosto de 2023, la Demandante presentó una Primera Demanda Enmendada alegando una causa de acción adicional en su nombre y en el de todas las personas supuestamente situadas de manera similar, haciendo valer una causa de acción adicional por sanciones en virtud de PAGA sobre la base de que Central California Baking Company supuestamente no proporcionó declaraciones salariales precisas a los empleados. Esta Demanda, incluyendo la Demanda y la Primera Demanda Enmendada, son la “Acción”.

Los Demandados niegan y rebaten todas esas reclamaciones. Específicamente, los Demandados sostienen que cumplieron con los requisitos de declaración salarial de California; que los Demandados no son responsables de ninguna de las sanciones reclamadas o que podrían reclamarse en la Acción; y que la Acción no puede mantenerse como una acción colectiva.

3. ¿Por qué hay un Acuerdo?

El tribunal no decidió a favor de la Demandante ni de los Demandados. La Demandante cree que podría haber ganado en el juicio. Los Demandados piensan que habrían ganado en el juicio. Pero no hubo juicio. En su lugar, ambas partes llegaron a un Acuerdo. De ese modo, evitan los riesgos y el coste del litigio, y las personas potencialmente afectadas obtendrán una compensación. El representante del colectivo y los abogados creen que el Acuerdo es lo mejor para los Miembros del colectivo.

4. ¿Cómo sé si formo parte del Acuerdo?

El Tribunal ha decidido que los siguientes individuos son Miembros de la Clase: todos los empleados no exentos que trabajaron para Central California Baking Company en cualquier momento en el Estado de California durante el Período de la Clase y que recibieron cualquier declaración de salarios que contenga la siguiente información: (1) horas extras FLSA y pago diferencial por turno; o (2) horas extras FLSA y pago por desviación; o (3) horas extras FLSA, pago por desviación y pago diferencial por turno; o (4) pago diferencial por turno y pago por desviación; o (5) sólo pago por horas extras FLSA; o (6) sólo pago por desviación (la “Clase”). Si recibió este Aviso, usted es Miembro de la Clase.

5. ¿Qué prevé el Acuerdo?

El Acuerdo propuesto prevé un pago en efectivo por parte de CCBC por un importe de \$400,000.00 para resolver total y definitivamente todas las reclamaciones en el pleito (denominado “Importe bruto del Acuerdo”). El importe total que se distribuirá a los Miembros de la Clase que puedan ser localizados, y que no se excluyan del Acuerdo, será el Importe Bruto del Acuerdo menos lo siguiente (el “Importe Neto del Acuerdo”): (a) costes de administración del Acuerdo que no excederán de \$10,000.00; (b) compensación de mejora del representante de la Clase a la Demandante que no excederá de \$10,000.00 por su trabajo y esfuerzos en la tramitación de este caso, y por asumir los riesgos de los costes (en caso de que el resultado no fuera favorable); (c) honorarios de los abogados del abogado de la Clase que no excederán de \$133,333.00; (d) los costos y gastos reales de litigio de los Abogados de la Clase, respaldados por una declaración, que no excedan los \$15,000.00; y (e) el pago de \$15,000.00 a la Agencia para el Desarrollo Laboral y de la Fuerza de Trabajo (“LWDA”, por sus siglas en inglés). **Los honorarios y costos de los abogados del Abogado de la Clase quedan sujetos a la aprobación del Tribunal.**

El Acuerdo propuesto también establece que una parte de las sanciones asignadas a las Demandas presentadas en virtud de la Ley General de Abogados Privados (“PAGA”), Código Laboral de California § 2698, y siguientes, se distribuirá a los Miembros de la Clase aunque soliciten su exclusión. La “Cantidad PAGA” será el 25% de la cantidad total asignada para la satisfacción de las reclamaciones por sanciones civiles en virtud de la PAGA, que actualmente se estima en un total de Cinco Mil Dólares (\$5,000.00).

Ninguna porción del monto neto del Acuerdo será devuelta a CCBC en ninguna circunstancia. En su lugar, cualquier porción no reclamada será distribuida a una organización benéfica aprobada por el tribunal.

6. ¿A cuánto ascenderá mi pago?

Su parte estimada del Acuerdo figura en la primera página de esta notificación. La cantidad que usted recibirá se basa en el número de Períodos de Pago Calificados que usted trabajó durante el período comprendido entre el 26 de abril de 2021 y el 17 de febrero de 2023. Períodos de Pago Calificados” significa (1) periodos de pago en los cuales los empleados anteriores y actuales de CCBC, en el estado de California recibieron una o más declaraciones de salario durante el Período Cubierto.

Según los registros, se determina que el número de Períodos de Pago Calificados que usted trabajó durante el período de tiempo pertinente es de ***. Si esta información parece correcta, no necesita hacer nada más para recibir el pago de su Acuerdo. Si no está de Acuerdo con el número de periodos de pago, consulte a continuación (Pregunta 8)].

7. ¿Cómo recibo un pago?

Para tener derecho al pago, no es necesario que haga nada. El Administrador del Acuerdo le enviará por correo un cheque en un plazo aproximado de cien días después de que el Tribunal dicte sentencia basándose en este Acuerdo, pero posiblemente más tarde dependiendo de si hay alguna apelación de la sentencia dictada por el Tribunal.

8. ¿Qué pasa si creo que la información es inexacta?

Si cree que el número de Períodos de Pago Calificados que trabajó es inexacto, puede disputarlo enviando una carta a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, a más tardar el 26 de marzo de 2024. Asegúrese de incluir su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la Seguridad Social, y una declaración sobre qué y por qué está disputando. Adjunte también una copia de cualquier documentación que desee incluir para apoyar su disputa.

9. ¿A qué renuncio para recibir el pago del Acuerdo?

A menos que solicite ser excluido del Acuerdo, usted sigue siendo parte de la Clase del Acuerdo, y eso significa que no puede Demandar, continuar Demandando o ser parte de ninguna otra Demanda contra CCBC o las otras Partes Exoneradas por ninguna reclamación legal basada en el objeto de este Acuerdo. Específicamente, usted estará renunciando o “liberando” las reclamaciones que se resumen a continuación, tal como se definen completamente dentro del Acuerdo de conciliación de las Partes.

Reclamaciones colectivas resueltas

- Todas las reclamaciones, incluidas las sanciones, intereses, costas y honorarios de abogados relacionados con las mismas, que fueron o podrían haber sido presentadas en virtud de los hechos y alegaciones formulados en la Primera Demanda Enmendada operativa por violación de la sección 226(a) del Código Laboral durante el Periodo de la Demanda Colectiva.

Reclamaciones PAGA resueltas

- Todas las reclamaciones de sanciones en virtud de la Ley General de Abogados Privados de California, incluidos intereses, costas y honorarios de abogados relacionados con las mismas, basadas en la violación de la sección 226(a) del Código Laboral que se acumularon durante el Periodo PAGA y se alegaron en la Notificación PAGA y en la Primera Demanda Modificada operativa.

Las Partes Exoneradas se definen como: El Demandado, y sus empresas matrices, predecesoras, sucesoras, subsidiarias, afiliadas, socias y fideicomisos, y todos sus empleados, funcionarios, agentes, abogados, accionistas, fiduciarios, clientes, otros proveedores de servicios y cesionarios.

10. ¿Cómo me excluyo del Acuerdo?

Para excluirse del Acuerdo, debe enviar por correo una carta al Administrador del Acuerdo indicando que desea ser excluido del Acuerdo *Sabrina Gilbert contra Central California Baking Company*.

Asegúrese de incluir su nombre, dirección, número de teléfono, los cuatro últimos dígitos de su número de la Seguridad Social y su firma. Debe enviar por correo su carta de exclusión con matasellos no posterior al 26 de marzo de 2024, al Administrador del Acuerdo a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

Si presenta una solicitud de “Solicitud de Exclusión” oportuna y válida, ya no será Miembro de la Clase de Demandantes y no recibirá ningún dinero del Acuerdo (excepto la parte del Acuerdo asignada a pagos de sanciones PAGA, es decir, el Monto del Acuerdo PAGA), ni podrá objetar el Acuerdo, pero no estará legalmente obligado por nada de lo que suceda en este juicio. Usted conservará cualquier derecho a Demandar (o continuar Demandando) a CCBC o a cualquiera de las otras Partes Exoneradas en el futuro por las mismas reclamaciones legales hechas en este juicio, a su propio costo, con la excepción de las Reclamaciones PAGA Resueltas (a continuación).

- Todas las reclamaciones de sanciones en virtud de la Ley General de Abogados Privados de California, incluidos intereses, costas y honorarios de abogados relacionados con las mismas, basadas en la violación de la Sección 226(a) del Código Laboral que se acumularon durante el Periodo PAGA y se alegaron en la Notificación PAGA y en la Primera Demanda Modificada operativa.

11. ¿Cómo le digo al tribunal que no creo que el Acuerdo sea justo?

Como Miembro de la Clase, puede oponerse al Acuerdo si cree que es injusto o inadecuado. Puede exponer las razones por las que cree que el Tribunal no debería aprobar el Acuerdo. Si se opone y sigue los procedimientos establecidos en esta sección, su objeción será tenida en cuenta.

Si decide oponerse al Acuerdo propuesto, puede hacerlo por escrito al Administrador del Acuerdo. También puede oponerse compareciendo en la audiencia de aprobación definitiva del Acuerdo, ya sea en persona o a través de un abogado, corriendo usted con los gastos. (Véase la pregunta 14.) Independientemente de que haya presentado a tiempo una objeción por escrito al administrador del Acuerdo, puede comparecer en persona en la audiencia de aprobación definitiva para objetar.

Todas las objeciones escritas deben estar firmadas por usted y deben incluir: (1) su nombre completo, dirección y número de teléfono; (2) una declaración escrita de la base de su objeción; y (3) cualquier copia de papeles, escritos o documentos en los que se base la objeción. Deberá enviar su objeción por correo con matasellos no posterior al 26 de marzo de 2024, al Administrador del Acuerdo, a la siguiente dirección: Settlement Administrator: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

12. ¿Cuál es la diferencia entre objetar y excluir?

Objetar es simplemente decirle al Tribunal que no le gusta algo del Acuerdo. Sólo puede objetar si permanece en la Clase. Excluirse, por otro lado, es decirle al Tribunal que no quiere formar parte de la Clase. Si se excluye, no tiene base para objetar porque el caso ya no le afecta. Sin embargo, si presenta una objeción, seguirá recibiendo los beneficios del Acuerdo si éste es aprobado por el Tribunal. Si el Tribunal aprueba el Acuerdo, usted recibirá su parte del Importe del Acuerdo PAGA independientemente de si objeta o se excluye.

13. ¿Tengo abogado en este caso?

El Tribunal decidió que los bufetes de abogados Diversity Law Group y Polaris Law Group, que representan a la Demandante, también están cualificados para representarle a usted y a todos los Miembros de la Clase. No se le cobrará por estos abogados. Estos bufetes de abogados se denominan “Abogados de la Clase”. Si desea ser representado por su propio abogado, puede contratar uno a su costa.

14. ¿Cómo se pagará a los abogados de la Clase y a los representantes de la Clase?

Los abogados de la Demandante y de la Clase de Demandantes serán pagados con el importe bruto del Acuerdo. Los Abogados de la Clase solicitarán hasta \$133,333.00 en concepto de honorarios de abogados y por los costes reales del litigio incurridos hasta un máximo de \$15,000.00, cuyo importe real será determinado por el Tribunal en la Audiencia de Aprobación Definitiva (véase la Pregunta 16 más abajo para más detalles sobre cuándo tendrá lugar esta audiencia). Los Miembros de la Clase de Demandantes (como usted) no tienen que pagar los honorarios ni las costas del abogado de la Clase de Demandantes. Si desea ser representado por su propio abogado, puede contratar uno a sus expensas.

Si el Tribunal lo aprueba, se abonará un pago de mejora para la Demandante por un importe de hasta \$10,000.00 con cargo al importe bruto del Acuerdo por su trabajo y esfuerzos en la tramitación de este caso, y por asumir los riesgos de las costas (en caso de que el resultado de este pleito no fuera favorable).

15. Notificación de Audiencia sobre Aprobación Definitiva y Objeciones al Acuerdo Colectivo.

El Tribunal ha aprobado preliminarmente el Acuerdo y celebrará una audiencia de aprobación definitiva para decidir si otorga la aprobación definitiva al Acuerdo. Esta audiencia se celebrará ante el Honorable John P. Bianco el 22 de abril de 2024, en 8:30 a.m., en el Departamento 2 del Tribunal Superior de California para el Condado de Tulare, ubicado en 221 S. Mooney Blvd., Visalia, California 93291, para determinar si el Acuerdo propuesto es justo, razonable y adecuado, y si debe ser aprobado definitivamente por el Tribunal. Si hay objeciones, el Tribunal las considerará. Tras la vista, el Tribunal decidirá si aprueba el Acuerdo. No sabemos cuánto tiempo llevará esta decisión. La Audiencia de Aprobación Definitiva podrá continuar sin previo aviso. El Tribunal puede aplazar o continuar la audiencia de vez en cuando, sin más notificación, según le indique el Tribunal. **Usted no está obligado a asistir a la Audiencia de Aprobación Definitiva**, aunque cualquier Miembro de la Clase es bienvenido a asistir a la misma.

16. ¿Cómo puedo recibir más información?

Esta Notificación resume el Acuerdo propuesto. Encontrará más detalles en el Acuerdo de conciliación. Puede obtener una copia del Acuerdo de conciliación llamando al Administrador del Acuerdo al (800) 523-5773, o escribiendo a *Sabrina Gilbert v. Central California Baking Company*. Settlement Administrator, c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863; o poniéndose en contacto con el abogado de la Clase.

17. ¿Cuál es la información de contacto de los abogados de la Clase?

Las direcciones de los Abogados de la Clase son las siguientes:

DIVERSITY LAW GROUP, P.C.
Larry W. Lee
Kristen M. Agnew
Nicholas Rosenthal
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Teléfono: (213) 488-6555
Fax: (213) 488-6554

POLARIS LAW GROUP
William L. Marder
501 San Benito Street, Suite 200
Hollister, CA 95023
Teléfono: (831) 531-4214
Fax: (831) 634-0333

¿Y SI TENGO PREGUNTAS?

Si tiene alguna pregunta sobre el Acuerdo, puede ponerse en contacto con el Administrador del Acuerdo:

Sabrina Gilbert contra Central California Baking Company
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773

gilbert-v-central-california-baking-company.phoenixcases.com

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO JUDICIAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE ACUERDO.

Exhibit B



CASE ASSUMPTIONS

Class Members	350
Opt Out Rate	1%
Opt Outs Received	4
Total Class Claimants	347
Subtotal Admin Only	\$9,500.00

Not-to-Exceed Total \$9,500.00

For 350 Members

Pricing Good for Scope of Estimate Only

June 28, 2023

Case: Gilbert Central CA Baking Opt-Out wTranslation Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Nick Rosenthal

Firm: Diversity Law Group

Contact Number: 213.488.6555

Email: nrosenthal@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 350 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$153.81	1	\$153.81
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$200.00	1	\$200.00
Total			\$785.81

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.25	350	\$87.50
Notice Packet & Opt-Out Form	\$1.25	350	\$437.50
Estimated Postage (up to 2 oz.)*	\$0.84	350	\$294.00
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$2,219.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.00	53	\$105.00
Remail Notice Packets	\$1.25	53	\$65.63
Estimated Postage	\$0.84	53	\$44.10
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$424.73

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	4	\$340.00
Total			\$1,055.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$1.50	347	\$519.75
Estimated Postage	\$0.64	347	\$221.76
Total			\$2,101.51

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	4	\$500.00
Remail Undeliverable Checks (Postage Included)	\$1.50	69	\$103.95
Case Associate	\$50.00	3	\$150.00
Reconcile Uncashed Checks	\$75.00	4	\$300.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$120.00	2	\$240.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,250.00	1	\$1,250.00
Total			\$2,913.95

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$9,500.00