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**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 SABRINA GILBERT IN
 SUPPORT OF PLAINTIFF'S MOTION FOR
 FINAL APPROVAL OF CLASS ACTION
 SETTLEMENT**

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

DECLARATION OF SABRINA GILBERT

I, Sabrina Gilbert, declare as follows:

1. I am an individual over the age of 18 years old and am a resident of California. I am the named Plaintiff in this matter. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. During the approximate period of June 2020 through approximately July 26, 2021, I was employed by Central California Baking Company ("Defendant" or the "Company"). For the duration of my employment, I was an hourly, non-exempt employee.

3. I did not make the decision to join this class action lightly. I filed this class and representative lawsuit because I was concerned that I was not being paid properly based on the information that was set forth on my wage statements. When I received the payment of "weighted OT" or shift differential wages, the hours displayed on the corresponding wage statement did not correspond to the actual number of hours I worked during the applicable pay period. Thus, I could not simply add the hours listed on my wage statement to determine that I was being paid for all my hours.

4. I understood that filing this lawsuit is a public record, and I accepted that burden. I further understood that, because this lawsuit is a public record, it could adversely affect me in the future. Additionally, because the claims alleged by me involved the payment of costs to the prevailing party, I could have possibly faced paying the fees and costs of the Company, had I not prevailed in this action. I also understood that an individual case would have resolved much faster than a class action and involved much less financial risk than a class action.

5. Since the inception of this lawsuit, I understood that the claims alleged in this action were brought on behalf of other similarly situated employees, and that I am acting as a representative for the Class. As the Class Representative, I understand that it is my responsibility to act in the Class's best interest and not my own. I am not aware of any conflicts that exist between my interest and the interests of the Class that would impair or affect my ability to serve as representative for the Class.

6. I have continuously been kept apprised of the status of this case and invested a lot of personal time and energy into representing the interests of the Class. Throughout the case, I

1 spent time looking for documents relevant to the case, including wage statements, employee
2 handbooks and emails. Additionally, I met with my attorneys on multiple occasions to provide
3 documents and information regarding the Company's personnel and payroll practices and discuss
4 the status of the case. I also met with my attorneys to review and provide input on case documents,
5 such as the PAGA Notice, Complaint, First Amended Complaint and my declarations submitted in
6 connection with seeking approval of this settlement.

7 7. Before signing the Joint Stipulation of Class Action Settlement ("Settlement
8 Agreement" or "Agreement"), I discussed in detail the terms of the Agreement with my attorneys.
9 I believe that the terms of the Settlement are fair, adequate and reasonable.

10 8. The Settlement Agreement allows for an enhancement payment in an amount up
11 to \$10,000. However, I understand that the Court preliminarily approved a modified enhancement
12 in the amount of \$5,000. I respectfully request that the Court reconsider this reduction. I estimate
13 that I spent approximately 41 hours in the prosecution of this lawsuit. This time includes
14 communicating with my attorneys, locating relevant documents and providing them to my counsel,
15 and reviewing case documents such as the complaint and Settlement Agreement. Based on my
16 active involvement in this case, the risks associated with respect to my future employment, and the
17 general release that I provided to the Company (which is substantially broader than the release that
18 will bind other Class Members), I believe that a \$10,000 enhancement is reasonable and fair.

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

21 Executed on 3/20/2024, at Exeter, California.

22
23 DocuSigned by:
24 Sabrina Gilbert
25 Sabrina Gilbert
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