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

ROMELLO SHEPPARD, individually and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

GHIRARDELLI CHOCOLATE COMPANY,
a California corporation; and DOES 1 through
100,

Defendants.

Case No.: 22CV020713
Hon. Noel Wise, Dept. 21

Reservation ID No: 213827830452

[PROPOSED] ORDER:

**(1) PRELIMINARILY APPROVING
CLASS ACTION
SETTLEMENT;
(2) CONDITIONALLY
CERTIFYING A CLASS FOR
SETTLEMENT PURPOSES
ONLY;
(3) APPROVING THE NOTICE OF
SETTLEMENT; AND
(4) SETTING A HEARING ON
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

**Date: October 8, 2024
Time: 1:30 p.m.
Dept.: 21**

Complaint Filed: October 27, 2022

Recitals:

The Court, having considered the Motion for Preliminary Approval of Class Action
Settlement of Plaintiff Romello Sheppard ("Plaintiff"), the Declaration of Joanna Ghosh, the

1 Declaration of Aaron Gundzik, the Declaration of Plaintiff Romello Sheppard, the
2 Declaration of Phoenix Settlement Administrators, the Class and Representative Action
3 Settlement Agreement and Release (“Settlement Agreement”) executed by Plaintiff and
4 Defendant Ghirardelli Chocolate Company (“Defendant”), as well as the Notice of Proposed
5 Class Action Settlement (“Notice of Settlement”) attached as Exhibit A to Exhibit 1 to the
6 Declaration of Joanna Ghosh, makes the following findings:

7 Findings:

8 1. The parties to this action are Plaintiff Romello Sheppard (“Plaintiff”) and
9 Defendant Ghirardelli Chocolate Company (“Defendant”). Plaintiff seeks to represent a
10 Class including all current and former hourly-paid or non-exempt employees who worked
11 for Defendant within the State of California at any time during the Class Period (from
12 October 27, 2018, through April 19, 2024).

13 2. After participating in an arms-length mediation, Plaintiff and Defendant have
14 agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks to
15 represent. The terms of the proposed settlement are fully set forth in the Settlement
16 Agreement (included as Exhibit 1 to the Declaration of Joanna Ghosh in support of
17 Plaintiff’s Motion for Preliminary Approval).

18 3. The terms of the proposed settlement include the following:

19 a. The proposed Class consists of all current and former hourly-paid or
20 non-exempt employees who worked for Defendant within the State of California at any time
21 during the Class Period.

22 b. The Class Period shall begin on October 27, 2018 and end on April
23 19, 2024.

24 c. The “PAGA Period” means the period beginning August 23, 2021 and
25 ending April 19, 2024.

26 d. In settlement, Defendant will pay the gross amount of \$3,150,000,
27 plus the employer’s share of withholding taxes. From the gross settlement amount, the
28 parties propose to deduct fees for settlement administration costs in the amount of \$18,750,

1 a payment of PAGA penalties in the amount of three hundred fifty thousand dollars
2 (\$350,000.00), 75% of which will be paid to the California Labor and Workforce
3 Development Agency (“LWDA”), with the remaining 25% paid to PAGA Members, a
4 service and release payment in the amount of \$10,000 to the Representative Plaintiff, Class
5 Counsel’s reasonable and actual costs in an amount not to exceed \$25,000, and Class
6 counsel’s attorneys’ fees as approved by the Court, but not to exceed \$1,102,500.

7 e. The amount remaining, after deductions approved by the Court, will
8 be distributed to individual Settlement Class Members in accord with the formula specified
9 in the Settlement Agreement.

10 4. The Parties propose that notice of this proposed settlement be sent to all Class
11 Members by regular mail and that Class Members shall have sixty (60) days to opt out of or
12 object to the settlement.

13 5. The proposed Class counsel are experienced and in their view, the proposed
14 settlement is fair and reasonable.

15 6. The proposed settlement is fair and reasonable to Class Members.

16 7. The notice procedure set forth in the Settlement Agreement will adequately
17 notify the Class of the settlement and of their right to opt out or object.

18 8. The Settlement Agreement and Notice include a proposed release which will
19 bind those Class Members who do not opt out of the Class.

20
21 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

22 1. The motion is granted.

23 2. The class action settlement, as set forth in the Settlement Agreement, is
24 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

25 3. The proposed class is provisionally certified as an opt-out class action under
26 Section 382 of the Code of Civil Procedure solely for the purpose of the settlement of this
27 matter, with the Class defined as specified above and in the Settlement Agreement.

1 4. Plaintiff Romello Sheppard is appointed as the class representative for the
2 provisionally-certified Class.

3 5. Edwin Aiwazian, Joanna Ghosh, Aaron C. Gundzik and Rebecca G. Gundzik
4 are appointed as Class counsel for the provisionally-certified Class.

5 6. Phoenix Settlement Administrators is approved as the Settlement
6 Administrator.

7 7. The Notice of Settlement in substantially the form attached hereto as Exhibit
8 1 is approved, and the Settlement Administrator is authorized to send the Notice of
9 Settlement to the provisionally-certified Class.

10 8. The Court directs the Settlement Administrator to mail the Notice of
11 Settlement to the Class Members in a manner consistent with the Settlement Agreement.

12 9. The Court preliminarily approves of the Class release in the Settlement
13 Agreement.

14 10. The Court directs that any and all objections to the Settlement be sent to the
15 Settlement Administrator and postmarked no later than sixty (60) calendar days after the
16 Notice of Settlement is mailed or re-mailed.

17 11. The Court directs that all requests for exclusion must be sent to the
18 Settlement Administrator and postmarked no later sixty (60) calendar days after the Notice
19 of Settlement is mailed or re-mailed.

20 12. A Final Approval Hearing on the question of whether the proposed class
21 settlement should be finally approved as fair, reasonable, and adequate as to the members
22 of the proposed settlement class, for approval of Class Counsel's Attorneys' Fees and Class
23 Counsel's Costs, for approval of the service and release payments to the class
24 representatives, for approval of the fees of the settlement administrator and for approval of
25 the payment to the LWDA in settlement of all PAGA claims is set for
26 _____ in Department 21 of the above-entitled Court.

13. The Court orders that the papers in support of the final approval of the settlement and Plaintiff's award of attorneys' fees and costs shall be filed by 16 court days before the hearing.

14. Based on the terms of the Settlement Agreement, the following sets forth the proposed schedule of events to occur with respect to the effectuation of the settlement:

Event	Date
Deadline for Defendant to provide Class data to settlement administrator	Within twenty-one (21) calendar days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten (10) calendar days of receipt of class data from Defendants
Deadline to dispute workdays, opt out of or object to settlement ("Response Deadline")	within sixty (60) days of mailing or re-mailing of Notice of Settlement
Deadline for Settlement Administrator to provide counsel for the Parties a complete list of all Class Members who timely submitted a Request for Exclusion.	7 calendar days after Response Deadline
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	_____

Dated: _____

Hon. Noel Wise

EXHIBIT 1

(Class Notice)

Alameda County Superior Court

Class and PAGA Action Settlement Notice

A court authorized this notice. This is not a solicitation from a lawyer.

Why am I receiving this? On [insert date of court order granting preliminary approval], the Court in this action granted preliminary approval of a proposed settlement as set forth in the Settlement Agreement available at [website] concerning the lawsuit noted above (the “Lawsuit”). You are receiving this notice because your employer’s records show that you are one of the people eligible to participate in the Settlement process.

What is the Lawsuit about? The person who brought the Lawsuit are known as “the Plaintiff.” The Plaintiff (Romello Sheppard) brought this Lawsuit against the Ghirardelli Chocolate Company (“Ghirardelli”). Plaintiff alleges that he and others were not paid all wages, not provided all compliant breaks, not reimbursed for all business expenses, and related claims. Plaintiff alleged that he brought their action on behalf of the following class: “All current and former hourly-paid or non-exempt employees who worked for Defendant Ghirardelli within the State of California at any time during the Class Period, which is from October 27, 2018, through April 19, 2024.”

What is the Settlement? The Plaintiff and Ghirardelli (collectively, “the Parties”) have agreed to settle the Lawsuit for a payment of \$3,150,000.

What is this notice? This notice only summarizes the Settlement. For more information, visit [insert site].

Defendant Ghirardelli denies any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuit. This Settlement is a compromise of disputed claims. Thus, Ghirardelli supports the settlement and will not retaliate in any manner against any class member for any reason, including whether they decide to remain in the class and receive a settlement payment, or choose another option provided in this notice.

**Your legal rights are affected whether you act or do not act.
Read this notice carefully.**

Your legal rights and options in this settlement	
DO NOTHING AND GET YOUR SETTLEMENT CHECK	If you want to participate and receive your share of the money from the Class and PAGA settlement, you do not need to do anything . If you do nothing, you will be mailed a settlement payment and you will release certain claims. Your current address must be on file to get your check.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT AND NOT GET A CLASS SETTLEMENT CHECK	If you want to exclude yourself from the Class portion of the settlement, then you will not get a related settlement check. If you exclude yourself, you keep any rights as an individual to sue Defendant separately about the same legal claims that are resolved here. You may exclude yourself from the settlement by submitting a written Request for Exclusion according to the instructions contained in this Notice. The deadline to submit a Request for Exclusion is [45 calendar days from date of mailing]. If you are a PAGA Member, even if you exclude yourself from the class action, you will still receive a portion of the PAGA settlement money and be bound by the release of PAGA claims.
OBJECT	Object to the Class Action Settlement if you think the Settlement is not fair, by sending your written objection to the Settlement Administrator and, if you wish, appear at the Final Approval Hearing. If you submit a Request for Exclusion from the Settlement, you cannot also object to it. The deadline to submit an objection is [45 calendar days from date of mailing].

Basic Information

1. Why did I get this notice package?

The purpose of this notice is to let you know that the Parties in the Lawsuit have reached a Settlement, subject to Court approval in the class and PAGA action known as *Sheppard v. Ghirardelli Chocolate Company*, Case No. 22CV020713, Alameda County Superior Court, which is the First Amended Complaint filed on July 15, 2024, (the “Lawsuit”). You have received this notice because Ghirardelli’s records show that you worked for Ghirardelli in California as a non-exempt employee during the class settlement period.

The Court authorized that you be sent this notice because you have a right to know about the proposed Settlement of the Lawsuit, and about your options, before the Court decides whether to grant final approval of the Settlement. If the Court approves it and after any objections and appeals are resolved, a third-party administrator appointed by the Court will make the payments that the Settlement allows. This notice provides you with instructions on the options available to you under the Settlement.

2. What is this lawsuit about?

In the Lawsuit, Plaintiff alleges that he represents a class of non-exempt employees who were not paid all wages, not provided all compliant breaks, not reimbursed for all business expenses, and related claims. Ghirardelli denies the allegations and asserts that no wages, damages, penalties, or PAGA penalties are due to any employees in California.

3. What is a class action, and a PAGA action?

In a class action, one or more people, called “Class Representatives” (in this case, Romello Sheppard) sues on behalf of people who have similar claims. In a class action, all people with similar class claims are called “Class Members.” Class Members do not need to do anything to be part of a class action in the context of a settlement. Once the Court decides that a case can proceed as a class action (as the Court has done here but only for purposes of this Settlement), all Class Members are included in the class by default, except for those who exclude themselves. In a class action, the court resolves the issues for all Class Members together in one legal proceeding.

In a PAGA action, a plaintiff sends a letter to the California Labor and Workforce Development Agency (“LWDA”) describing the alleged Labor Code violations committed against that employee and other employees (“PAGA Members”) by the Defendant employer. If the LWDA does not opt to pursue the alleged Labor Code violations, the plaintiff is allowed to sue the defendant on behalf of the State of California, on behalf of oneself and all other PAGA Members. PAGA Members cannot opt out of the settlement of a PAGA action. If the Settlement of a PAGA action is approved by the Court, the PAGA Members covered under the PAGA action will have their claims for PAGA penalties released, whether or not the PAGA Members opt out of the Settlement of the class action. The State of California receives 75% of the PAGA penalties, and the PAGA Members receive the other 25%.

Subject to the Court’s approval, a total of \$350,000 of the total settlement fund will be allocated to settle allegations that Ghirardelli owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$262,500 (75%) will be paid to the California Labor & Workforce Development Agency (“LWDA”). The other 25%, which is \$87,500, will be distributed to class members who worked for Ghirardelli at any time during the PAGA Period, which is from August 21, 2021, through April 19, 2024 (“PAGA Employees”). Each PAGA Employee’s portion of the \$87,500 in penalties will be calculated by dividing the individual’s number of pay periods worked during the PAGA Period by the total number of pay periods worked during the PAGA Period by all PAGA Employees and multiplying the resulting fraction by \$87,500.

4. Why is there a settlement?

The Court did not decide in favor of either party. Instead, both sides agreed to a settlement, which, if approved, brings the Lawsuit to an end. That way, Plaintiff, Class Members, PAGA Members, and Defendant Ghirardelli avoid the cost, delay, and uncertainty of moving forward in litigation to trial and possible appeals, and the Class Members and PAGA Members can receive their checks. The Class Representatives and their attorneys (“Class Counsel”) believe that the Settlement is fair, reasonable, adequate and in the best interests of the Class Members and PAGA Members.

Who is in the Settlement

5. Who is included in the Settlement?

The Settlement provides benefits to the Class Members and the PAGA Members. The Class Members include all current and former hourly-paid or non-exempt employees who worked for Defendant Ghirardelli within the State of California at any time during the Class Period, which is from October 27, 2018, through April 19, 2024.

The Settlement Benefits—What You Get

6. What does the Settlement provide?

Money. All Class Members who do not exclude themselves from this Settlement will get a settlement check.

After payment of Class Counsel attorney's fees and costs awarded by the Court, any enhancement awarded to the Plaintiff, the Settlement Administrator's fee (referenced in section 11 below) and the amount of the PAGA Settlement (discussed in section 3, above), the remainder (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for Ghirardelli for at least one day during the Class Period.

According to Ghirardelli's records, you worked a total of __ qualifying workweeks during the Class Period as a Class Member. Ghirardelli's records also show that you worked a total of __ pay periods during the PAGA Period. Based upon this information, under the settlement, you will receive approximately \$____. This amount may increase or decrease based on various factors.

Your settlement amount is based upon the number weeks and pay periods that you worked for Defendant during the relevant period. If you believe that the workweeks and pay periods listed for you above is not correct, you can contest the number of qualifying workweeks and/or PAGA Pay Periods. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case. You should provide written documentation supporting the number of workweeks you believe that you worked. You must postmark, fax or email your written statement no later than [45 days from mailing]. The Settlement Administrator will consider your dispute and any documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will notify you of its final determination.

Tax treatment.

Class Action. The Settlement Agreement allocates how payments made to you under this Settlement should be treated for tax purposes. Accordingly, 20% of all payments to Settlement Group members for the class action settlement will be allocated as wages, and normal payroll taxes and withholdings will be deducted from this portion of the payment as required by law, and it will be reported on an IRS Form W-2. The remaining 80% of payments to Settlement

Group members for Settlement of the class action will be allocated as non-wage penalties and interest and will be reported on an IRS form 1099.

PAGA Action. 100% of payments made to Settlement Group members for settlement of the PAGA action will be allocated as non-wage penalty payments and will be reported on an IRS form 1099.

You will be responsible for correctly reporting all income from this Settlement for tax purposes and for paying any taxes on the amounts received. You will be responsible for the tax obligations and consequences of all payments received from the Settlement. Ghirardelli, Defendant's Counsel, and Class Counsel are not providing tax advice to you, and they make no representations regarding the tax characterization of any Settlement payments or any tax obligations of, or tax consequences to, any Settlement Group members.

7. What can I get from the Settlement?

Each Settlement Group member will receive some money, depending on the number of weeks/pay periods worked at Ghirardelli as a member of the class/PAGA group from October 27, 2018, through April 19, 2024. Class Members who opt out will only get a check related to the PAGA settlement.

How You Get a Payment

8. When will I get my payment?

The terms and conditions of this Settlement are subject to Court approval. The Court will hold a hearing on [insert fairness hearing date], to decide whether to approve the Settlement. If the Court approves the Settlement, and there are no appeals, **we estimate that checks will be mailed around [insert approximate date]**. The Settlement Administrator will provide regular updates of the status of the Settlement at [website]. If your contact information changes, please promptly inform the Settlement Administrator.

Release Agreement

9. What am I giving up to get a payment?

Participating Class Members will be giving up or “releasing” the claims described below:

Released Class Claims: All claims and/or causes of action under any state, local, or federal law or administrative regulation by Participating Class Members against the Released Parties that were or could have been alleged based on the allegations in the Action, including all class claims stated in the Action alleging violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 226(a), 226 et seq, 226.7, 227.3, 510, 512(a), 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, and all claims for unpaid wages, non-compliant meal and rest breaks, untimely current and final wages, inaccurate records and wage statements, unreimbursed expenses, unpaid vacation and paid time off, unfair competition, and related claims.

The State of California will be giving up or “releasing” claims for civil penalties under PAGA for alleged Labor Code violations against PAGA Members:

Released PAGA Claims: All claims and causes of Action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. (“PAGA”) of the State of California with respect to PAGA Members against the Released Parties that were or could have been alleged based on the allegations in the Complaint and in the PAGA Notice Letter, including all claims for civil penalties based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 227.3, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and related sections of the applicable IWC Wage Order, including Section 14 (suitable seating) of IWC Wage Order 1-2001, and all claims for unpaid wages, non-compliant meal and rest breaks, untimely current and final wages, inaccurate records and wage statements, unreimbursed expenses, unpaid vacation and paid time off, unfair competition, day of rest violations, the alleged failure to provide suitable seating, and related claims for civil penalties.

A full list of the released claims is in the settlement agreement on file at [[website](#)].

The Lawyers Representing You

10. Do I have a lawyer in this case?

The Court appointed the following attorneys to represent you and the other Settlement Group members. Together, these lawyers are called Class Counsel or Plaintiff’ Counsel. (a) Arby Aiwazian and Joanna Ghosh of LAWYERS for JUSTICE, PC, 410 West Arden Avenue, Suite 203, Glendale, California 91203, (818) 265-1020; and (b) Aaron C. Gundzik and Rebecca G. Gundzik of Gundzik Gundzik Heeger LLP, 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423, (818) 290-7461.

11. How will Class Counsel, the Class Representative and the Settlement Administrator be paid?

Class Counsel will ask the Court for attorneys’ fees of up to \$1,102,500.00 of the \$3,150,000 Settlement fund and reimbursement of out-of-pocket costs of up to \$25,000, consistent with the terms of the Settlement Agreement. In addition, Class Counsel will apply to the Court for a service award of up to \$10,000 for the Class Representative. The Court will decide whether to approve Class Counsel’s and the Class Representative’s requests. These amounts, or any other amounts approved by the Court will be paid from the total settlement fund.

In addition, if approved by the Court, the Settlement Administrator will be paid a total \$18,750 for its work administering the settlement. This amount, or any other amount approved by the Court will be paid from the total settlement fund.

Excluding Yourself from the Settlement

12. What does excluding yourself from the Settlement mean?

If you want to preserve your right to sue Ghirardelli on your own about the legal issues in this case, then you need to take steps to remove yourself of the Settlement. This is called excluding yourself from – or opting out of – the Settlement. If you opt out, then you will not get a settlement check related to the class action settlement.

13. How do I remove myself/opt out of the Settlement?

To exclude yourself from (i.e., opt out of) the Settlement and not release any claims, you must send a letter stating your request to be excluded from the Class Settlement which must also contain: (a) the case name and number of the Lawsuit; (b) your full name, present address, signature, telephone number, and last four digits of your Social Security number; and (c) mail, email or fax your letter to the Settlement Administrator at the specified address, postmarked (if mailed) on or before the Response Deadline. Your opt-out request letter must be received or postmarked by [insert date 60 days from mailing settlement notice].

14. If I exclude myself, can I get money from this Settlement?

No. You cannot get money from the class action settlement if you exclude yourself. But you will still get a check from the settlement of the PAGA action (because you cannot opt out from the PAGA settlement).

Objecting to the Settlement

15. What does objecting to the Settlement mean?

If you don't think the Class Action Settlement is fair, and you don't request to be excluded from the class settlement, you can object to the Settlement and tell the Court that you don't agree with the Settlement, or some part of it, before the Court decides whether to grant final approval of the Settlement.

To object in writing, you must submit a timely written objection to the Settlement Administrator. Your objection must state that you object to the proposed Settlement of this case and be sure to include your name, address, telephone number, and signature, and the specific reasons you object to the Settlement. You must mail, fax or email your written objection to the Administrator at [address], postmarked (if mailed) on or before _____, 2024. [60 days from mailing of Settlement Notice Packet] Objections postmarked after this date may be disregarded.

If you have questions regarding this Settlement, you should contact Class Counsel or the Settlement Administrator. Please DO NOT contact attorneys for Defendant or any of the Defendant's managers, supervisors, or owners.

There is no option to object to the PAGA portion of the Settlement.

16. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval hearing at [insert time and date and location of the Court and other details]. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court may consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. If you plan to attend the hearing, you should check [add details of administrator website] or the Court's site at [add details] to confirm that the hearing date has not been changed.

17. Do I have to come to the hearing?

No. Unless you opt out of the Settlement, Class Counsel will represent you and will answer any questions the Court may have. But you are welcome to come at your own expense. If you send a comment (including an objection), you do not have to come to Court to talk about it. As long as you submitted your objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

If You Do Nothing

18. What happens if I do nothing at all?

If you do nothing, you will get a check under the Settlement, and you will be bound to the release of claims in the Settlement.

Getting More Information

19. Are there more details about the Settlement?

This Notice is intended to be a summary of the terms of the Settlement. More information is available by contacting the Settlement Administrator at [add info].

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.