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8  
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF ALAMEDA**

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

15 Plaintiff,

16 vs.

17 GHIRARDELLI CHOCOLATE COMPANY,  
a California corporation; and DOES 1 through  
18 100,

19 Defendants.

Case No.: 22CV020713  
*Hon. Somnath Raj Chatterjee, Dept. 21*

Reservation ID No: 863551011994

**DECLARATION OF JARROD  
SALINAS OF PHOENIX  
SETTLEMENT ADMINISTRATORS  
IN SUPPORT OF MOTION FOR  
FINAL APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

**Date: March 25, 2024**  
**Time: 1:30 p.m.**  
**Dept.: 21**

**Complaint Filed: October 27, 2022**

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

3. On November 15, 2024, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and Workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained 2,634 individuals identified as Class Members.

1           4.       On November 18, 2024, Phoenix conducted a National Change of Address  
2 (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A  
3 search of this database provides updated addresses for any individual who has moved in the previous  
4 4 years and notified the U.S. Postal Service of their change of address.

5           5.       On December 6, 2024, Phoenix mailed the Notice via U.S. first class mail, in English  
6 and Spanish, to all 2,634 Class Members on the Class List. A true and correct copy of the mailed  
7 Notice is attached hereto as **“Exhibit A.”**

8           6.       After the December 6, 2024, mailing, one individual contacted Phoenix believing  
9 that they should have been included in the Class List. Phoenix confirmed with Defense Counsel that  
10 this individual was inadvertently left off of the original Class list. Phoenix has added this Class  
11 Member to the Class list. Adding this Class Member to the Class list has increased the Class size to  
12 2,635 and the number of Workweeks to 136,546. Because the number of Workweeks did not exceed  
13 145,572 Workweeks, the escalator clause was not triggered.

14          7.       As of the date of this declaration, 26 Notices have been returned to Phoenix. None  
15 were returned with a forwarding address. For the 26 Notices returned from the Post Office without  
16 a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion  
17 TLOxp, one of the most comprehensive address databases available for skip tracing. Of the 26  
18 Notices that were skip traced, 18 updated addresses were obtained, and the Notice was promptly re-  
19 mailed to those Class Members via first class mail.

20          8.       As of the date of this declaration, 8 Notices remain undeliverable because an updated  
21 address could not be obtained via skip trace.

22          9.       As of the date of this declaration, Phoenix has received 1 Request for Exclusion from  
23 Class Members. The deadline to request exclusion from the Class Settlement was February 4, 2025.  
24 The Class Member who opted out is Antonio Ocampo.

25          10.       As of the date of this declaration, Phoenix has received zero Notices of Objection  
26 from Class Members. The deadline for objecting to the Class Settlement was February 4, 2025.

27          11.       As of the date of this declaration, Phoenix has received zero Workweek disputes  
28 from Class Members. The deadline for submitting a dispute was February 4, 2025.

1           12.     There are 2,634 Class Members who did not submit timely and valid Requests for  
2 Exclusion and are therefore deemed Settlement Class Members, representing 99.96% of the Class.  
3 Settlement Class Members have worked a collective total of 136,274 Workweeks during the Class  
4 Period. Each Workweek is valued at approximately \$12.15.

5           13.     The Net Settlement Amount of \$1,655,841.17 available to pay Settlement Class  
6 Members was determined by subtracting the requested Class Counsel attorneys' fees  
7 (\$1,102,500.00), and Class Counsel costs (\$12,908.83), requested Enhancement Payment  
8 (\$10,000.00), the PAGA Amount (\$350,000.00), and the requested Settlement Administration Costs  
9 (\$18,750.00) from the Gross Settlement Amount (\$3,150,000.00).

10          14.     Based upon the calculations stipulated in the Settlement, the highest Individual  
11 Settlement Share to be paid is approximately \$3,487.29, the lowest Individual Settlement Share to  
12 be paid is approximately \$12.15, while the average Individual Settlement Share to be paid is  
13 approximately \$628.64. Settlement Class Members will be issued payment of their Individual  
14 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with  
15 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual  
16 Settlement Payment").

17          15.     Additionally, \$350,000.00 of the Gross Settlement Amount has been allocated  
18 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or  
19 \$262,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,  
20 or \$87,500.00, of which shall be paid to all current and former hourly non-exempt individuals who  
21 are or were employed by Defendant during the PAGA Period. There are 1,578 Aggrieved  
22 Employees who worked a total of 49,015 Pay Periods during the PAGA Period. The highest  
23 Individual PAGA Payment to be paid is approximately \$223.15, and the average Individual PAGA  
24 Payment to be paid is approximately \$55.45.

25          16.     Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes  
26 due separate and apart from the Gross Settlement Amount.

27          17.     Phoenix's costs associated with the administration of this matter are \$18,750.00.  
28 This includes all costs incurred to date, as well as estimated costs involved in completing the

1 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as  
2 **“Exhibit B.”**

3  
4 I declare under penalty of perjury of the laws of the State of California that the foregoing is  
5 true and correct.

6 Executed this 26<sup>th</sup> day of February 2025, at Orange, California.

7  
8 \_\_\_\_\_  
9 JARROD SALINAS

## **EXHIBIT A**

Sheppard v. Ghirardelli Chocolate Company,  
Case No. 22CV020713

**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 November 8, 2024, the Court in this action granted preliminary approval of a proposed settlement as set forth in the Settlement Agreement available at [sheppard-v-ghirardelli-chocolate-company.phoenixcases.com](http://sheppard-v-ghirardelli-chocolate-company.phoenixcases.com), 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 [sheppard-v-ghirardelli-chocolate-company.phoenixcases.com](http://sheppard-v-ghirardelli-chocolate-company.phoenixcases.com).

**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                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING AND GET YOUR SETTLEMENT CHECK</b>                                        | If you want to participate and receive your share of the money from the Class and PAGA settlement, <b>you do not need to do anything</b> . 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.                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT AND NOT GET A CLASS SETTLEMENT CHECK</b> | 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 February 4, 2025.<br>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. |
| <b>OBJECT</b>                                                                          | 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 February 4, 2025.                                                                                                                                                                                                                                                                                                                                  |

**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 «Total\_Weeks» qualifying workweeks during the Class Period as a Class Member. Ghirardelli’s records also show that you worked a total of «PAGA\_Pay\_Periods» pay periods during the PAGA Period. Based upon this information, under the settlement, you will receive approximately «Est\_Set\_Amt». 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 [60 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 March 25, 2025, at 1:30 p.m., 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 May 2025.** The Settlement Administrator will provide regular updates of the status of the Settlement at [sheppard-v-ghirardelli-chocolate-company.phoenixcases.com](http://sheppard-v-ghirardelli-chocolate-company.phoenixcases.com). 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 factual allegations and alleged Labor Code violations asserted 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 [sheppard-v-ghirardelli-chocolate-company.phoenixcases.com](http://sheppard-v-ghirardelli-chocolate-company.phoenixcases.com).

## **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 Aiwarzian 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 February 4, 2025.

### **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 February 4, 2025. 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 on March 25, 2025, at 1:30 p.m. 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 [sheppard-v-ghirardelli-chocolate-company.phoenixcases.com](https://sheppard-v-ghirardelli-chocolate-company.phoenixcases.com) or the Court's site at <https://www.alameda.courts.ca.gov/> 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 (800) 523-5773.

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

Sheppard contra Ghirardelli Chocolate Company,  
Caso n° 22CV020713.

**Tribunal Superior del Condado de Alameda**

**Aviso de Acuerdo Colectivo y de Acción PAGA**

**Un tribunal autorizó este aviso. Esto no es una solicitud de un abogado.**

**¿Por qué recibo esto?** El 8 de noviembre de 2024, el Tribunal en esta acción concedió la aprobación preliminar de un Acuerdo propuesto según lo establecido en el Acuerdo de conciliación disponible en [sheppard-v-ghirardelli-chocolate-company.phoenixcases.com](http://sheppard-v-ghirardelli-chocolate-company.phoenixcases.com), en relación con la Demanda mencionada anteriormente (la “Demanda”). Usted está recibiendo este aviso porque los registros de su empleador muestran que usted es una de las personas elegibles para participar en el proceso de Acuerdo.

**¿En qué consiste la Demanda?** La persona que presentó la Demanda se conoce como “el Demandante”. El Demandante (Romello Sheppard) presentó esta Demanda contra la Compañía de Chocolates Ghirardelli (“Ghirardelli”). El Demandante alega que a él y a otras personas no se les pagaron todos los salarios, no se les proporcionaron todos los descansos reglamentarios, no se les reembolsaron todos los gastos comerciales y otras reclamaciones relacionadas. El Demandante alegó que presentó su Demanda en nombre de la siguiente clase: “Todos los empleados actuales y anteriores pagados por hora o no exentos que trabajaron para el Demandado Ghirardelli dentro del Estado de California en cualquier momento durante el Período de la Clase, que es desde el 27 de octubre de 2018 hasta el 19 de abril de 2024.”

**¿En qué consiste el Acuerdo?** El Demandante y Ghirardelli (colectivamente, “las Partes”) han acordado llegar a un Acuerdo en la Demanda por un pago de \$3,150,000.

**¿Qué es esta notificación?** Este aviso sólo resume el Acuerdo. Para obtener más información, visite [sheppard-v-ghirardelli-chocolate-company.phoenixcases.com](http://sheppard-v-ghirardelli-chocolate-company.phoenixcases.com).

**La Demandada Ghirardelli niega cualquier responsabilidad o acto ilícito de cualquier tipo relacionado con las reclamaciones planteadas en la Demanda. Este Acuerdo es un compromiso de las reclamaciones en disputa.**

**Por lo tanto, Ghirardelli apoya el Acuerdo y no tomará represalias de ningún tipo contra ningún Miembro de la Clase por ningún motivo, incluso si deciden permanecer en la Clase y recibir el pago del Acuerdo, o elegir otra opción prevista en este aviso.**

**Sus derechos legales se ven afectados tanto si actúa como si no.**

**Lea atentamente este aviso.**

| <b>Sus derechos y opciones legales en este Acuerdo</b>                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>NO HACER NADA Y RECIBIR SU CHEQUE DEL ACUERDO</b>                                | Si desea participar y recibir su parte del dinero del Acuerdo colectivo y PAGA, <b>no tiene que hacer nada</b> . Si no hace nada, se le enviará por correo el pago del Acuerdo y usted renunciará a ciertas reclamaciones. Su dirección actual debe estar registrada para recibir su cheque.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>EXCLUIRSE DEL ACUERDO COLECTIVO Y NO RECIBIR EL CHEQUE DEL ACUERDO COLECTIVO</b> | Si desea excluirse de la parte del Acuerdo correspondiente a la Clase de Demandantes, no recibirá el cheque del Acuerdo correspondiente. Si se excluye, conserva cualquier derecho como individuo a Demandar al Demandado por separado sobre las mismas reclamaciones legales que se resuelven aquí. Puede excluirse del Acuerdo presentando una Solicitud de Exclusión por escrito de Acuerdo con las instrucciones contenidas en esta Notificación. El plazo para presentar una Solicitud de Exclusión es de 4 de febrero de 2025.<br>Si usted es Miembro de PAGA, aunque se excluya de la Demanda Colectiva, seguirá recibiendo una parte del dinero del Acuerdo PAGA y estará vinculado por la exención de reclamaciones PAGA. |
| <b>OBJETAR</b>                                                                      | Puede Objetar el Acuerdo de Demanda Colectiva si considera que el Acuerdo no es justo, enviando su objeción por escrito al Administrador del Acuerdo y, si lo desea, comparecer en la Audiencia de Aprobación Definitiva. Si presenta una Solicitud de Exclusión del Acuerdo, no podrá también objetar al mismo. El plazo para presentar una objeción es de 4 de febrero de 2025.                                                                                                                                                                                                                                                                                                                                                  |

**Información básica**

**1. ¿Por qué he recibido este paquete de notificaciones?**

El propósito de este aviso es informarle que las Partes en la Demanda han llegado a un Acuerdo, sujeto a la aprobación del Tribunal en la Demanda Colectiva y PAGA conocida como *Sheppard contra Ghirardelli Chocolate Company*, Caso No. 22CV020713, Tribunal Superior del Condado de Alameda, que es la Primera Demanda Enmendada presentada el 15 de julio de 2024, (la “Demanda”). Ha recibido esta notificación porque los registros de Ghirardelli muestran que trabajó para Ghirardelli en California como empleado no exento durante el período del Acuerdo colectivo.

El Tribunal autorizó que se le enviara esta notificación porque usted tiene derecho a conocer la propuesta de Acuerdo de la Demanda, y sus opciones, antes de que el Tribunal decida si otorga la aprobación final del Acuerdo. Si el Tribunal lo aprueba y una vez resueltas las

objeciones y apelaciones, un tercero administrador designado por el Tribunal realizará los pagos que permite el Acuerdo. Esta notificación le proporciona instrucciones sobre las opciones que tiene a su disposición en virtud del Acuerdo.

## **2. ¿De qué se trata esta Demanda?**

En la Demanda, el Demandante alega que representa a una clase de empleados no exentos a los que no se les pagaron todos los salarios, no se les proporcionaron todos los descansos reglamentarios, no se les reembolsaron todos los gastos empresariales y otras reclamaciones relacionadas. Ghirardelli niega las alegaciones y afirma que no se adeudan salarios, daños y perjuicios, sanciones o multas PAGA a ningún empleado en California.

## **3. ¿Qué es una Demanda Colectiva y una Demanda PAGA?**

En una Demanda Colectiva, una o más personas, denominadas “Representantes de la Clase” (en este caso, Romello Sheppard) Demandan en nombre de personas que tienen reclamaciones similares. En una Demanda Colectiva, todas las personas con reclamaciones similares se denominan “Miembros de la Clase”. Los Miembros de la Clase no necesitan hacer nada para formar parte de una Demanda Colectiva en el contexto de un Acuerdo. Una vez que el Tribunal decide que un caso puede proceder como una Demanda Colectiva (como ha hecho el Tribunal en este caso, pero sólo a efectos de este Acuerdo), todos los Miembros de la Clase están incluidos en la Clase por defecto, excepto aquellos que se autoexcluyan. En una Demanda Colectiva, el tribunal resuelve las cuestiones de todos los Miembros de la Clase conjuntamente en un procedimiento judicial.

En una acción PAGA, un Demandante envía una carta a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”) describiendo las supuestas violaciones del Código Laboral cometidas contra ese empleado y otros empleados (“Miembros PAGA”) por el empleador Demandado. Si la LWDA no opta por perseguir las supuestas violaciones del Código Laboral, el Demandante podrá Demandar al Demandado en nombre del Estado de California, en su propio nombre y en el de todos los demás Miembros PAGA. Los Miembros PAGA no pueden optar por no participar en el Acuerdo de una acción PAGA. Si el Tribunal aprueba el Acuerdo de una acción PAGA, los Miembros PAGA cubiertos por la acción PAGA verán liberadas sus reclamaciones por sanciones PAGA, independientemente de que los Miembros PAGA opten o no por no participar en el Acuerdo de la acción colectiva. El Estado de California recibe el 75% de las sanciones PAGA, y los Miembros PAGA reciben el 25% restante.

Sujeto a la aprobación del Tribunal, un total de \$350,000 del fondo total del Acuerdo se destinará a resolver las alegaciones de que Ghirardelli debe sanciones al Estado por supuestas infracciones del Código Laboral de California. De esta cantidad, \$262,500 (75%) se pagarán a la Agencia de Desarrollo Laboral de California (“LWDA”). El otro 25%, que es \$87,500, se distribuirá entre los Miembros de la clase que trabajaron para Ghirardelli en cualquier momento durante el Período PAGA, que es desde el 21 de agosto de 2021 hasta el 19 de abril de 2024 (“Empleados PAGA”). La porción de cada Empleado PAGA de los \$87,500 en sanciones se calculará dividiendo el número individual de períodos de pago trabajados durante el Período PAGA por el número total de períodos de pago trabajados durante el Período PAGA por todos los Empleados PAGA y multiplicando la fracción resultante por \$87,500.

## **4. ¿Por qué hay un Acuerdo?**

El Tribunal no falló a favor de ninguna de las partes. En su lugar, ambas partes acordaron un Acuerdo que, de ser aprobado, pone fin a la Demanda. De este modo, el Demandante, los Miembros de la Clase, los Miembros de PAGA y el Demandado Ghirardelli evitan el coste, el retraso y la incertidumbre de avanzar en el litigio hasta el juicio y las posibles apelaciones, y los Miembros de la Clase y los Miembros de PAGA pueden recibir sus cheques. Los Representantes de la Clase y sus abogados (“Abogados de la Clase”) creen que el Acuerdo es justo, razonable, adecuado y en el mejor interés de los Miembros de la Clase y de los Miembros PAGA.

## **Quién participa en el Acuerdo**

### **5. ¿Quién está incluido en el Acuerdo?**

El Acuerdo Colectivo proporciona beneficios a los Miembros de la Clase y a los Miembros de PAGA. Los Miembros de la Clase incluyen a todos los empleados actuales y anteriores pagados por hora o no exentos que trabajaron para el Demandado Ghirardelli dentro del Estado de California en cualquier momento durante el Período de la Clase, que es desde el 27 de octubre de 2018 hasta el 19 de abril de 2024.

## **Ventajas del Acuerdo: lo que obtiene**

### **6. ¿Qué establece el Acuerdo?**

**Dinero.** Todos los Miembros de la Clase que no se excluyan de este Acuerdo recibirán un cheque del Acuerdo.

Después del pago de los honorarios de los abogados de la Clase y de los costes concedidos por el Tribunal, de cualquier mejora concedida al Demandante, de los honorarios del Administrador del Acuerdo (a los que se hace referencia en la sección 11 más adelante) y del importe del Acuerdo PAGA (analizado en la sección 3, más arriba), el resto (denominado Importe Neto del Acuerdo) se distribuirá entre los Miembros de la Clase que no se excluyan del Acuerdo (denominados Miembros de la Clase del Acuerdo). El importe de la parte correspondiente a cada Miembro de la Clase del Acuerdo del Importe Neto del Acuerdo se calculará dividiendo el número total de Semanas Laborales habilitantes trabajadas por el Miembro de la Clase durante el Período de la Demanda Colectiva entre el número total de Semanas Laborales habilitantes trabajadas por todos los Miembros de la Clase durante el Período de la Demanda Colectiva y multiplicando esa fracción por el Importe Neto del Acuerdo. Una Semana Laboral que reúne los requisitos es una semana completa o parcial en la que un Miembro de la Clase trabajó para Ghirardelli al menos un día durante el Período de la Demanda Colectiva.

Según los registros de Ghirardelli, usted trabajó un total de «Total\_Weeks» Semanas Laborales calificadas durante el Período de la Demanda Colectiva como Miembro de la Demanda Colectiva. Los registros de Ghirardelli también muestran que usted trabajó un total de «PAGA\_Pay\_Periods» períodos de pago durante el Período PAGA. Sobre la base de esta información, en virtud del Acuerdo, usted recibirá aproximadamente «Est\_Set\_Amt». Esta cantidad puede aumentar o disminuir en función de diversos factores.

El monto de su Acuerdo se basa en el número de semanas y períodos de pago que usted trabajó para el Demandado durante el período pertinente. Si considera que las Semanas Laborales y los Períodos de Pago que figuran en su caso no son correctos, puede impugnar el número de Semanas Laborales que reúnen los requisitos y/o los Períodos de Pago PAGA. Para ello, debe proporcionar al Administrador del Acuerdo una explicación por escrito de su postura. La declaración también debe incluir su nombre completo, dirección actual y número de teléfono, y debe identificar este caso. Debe aportar documentación escrita que acredite el número de Semanas Laborales que cree que trabajó. Debe enviar su declaración escrita por correo postal, fax o correo electrónico a más tardar el [60 days from mailing]. El Administrador del Acuerdo considerará su disputa y cualquier documentación que presente y se comunicará con usted y las partes según sea necesario en relación con la disputa para determinar si se justifica un ajuste antes de tomar una determinación final con respecto al pago de su Acuerdo. El Administrador del Acuerdo le notificará su decisión final.

### **Tratamiento fiscal.**

**Demanda Colectiva.** El Acuerdo de conciliación asigna el tratamiento fiscal de los pagos que se le efectúen en virtud de esta conciliación. En consecuencia, el 20% de todos los pagos a los Miembros de la Clase del Acuerdo para la conciliación de la Demanda Colectiva se asignarán como salarios, y los impuestos y retenciones de nómina normales se deducirán de esta parte del pago según lo exija la ley, y se informará en un Formulario W-2 del IRS. El 80% restante de los pagos a los Miembros de la Clase del Acuerdo para la resolución de la Demanda Colectiva se asignará como sanciones no salariales e intereses y se declarará en un formulario 1099 del IRS.

**Acción PAGA.** El 100% de los pagos realizados a los Miembros de la Clase del Acuerdo para la resolución de la acción PAGA se asignarán como pagos de sanciones no salariales y se declararán en un formulario 1099 del IRS.

Usted será responsable de declarar correctamente todos los ingresos procedentes de este Acuerdo a efectos fiscales y de pagar cualquier impuesto sobre las cantidades recibidas. Usted será responsable de las obligaciones y consecuencias fiscales de todos los pagos recibidos del Acuerdo. Ghirardelli, el Asesor Legal del Demandado y el Asesor Legal de la Clase no le están brindando asesoramiento fiscal, y no hacen ninguna declaración con respecto a la caracterización fiscal de ningún pago del Acuerdo ni de ninguna obligación o consecuencia fiscal de ningún Miembro de la Clase del Acuerdo.

### **7. ¿Qué puedo obtener del Acuerdo?**

Cada Miembro de la Clase del Acuerdo recibirá algo de dinero, dependiendo del número de semanas/períodos de pago trabajados en Ghirardelli como Miembro de la Clase colectivo/PAGA desde el 27 de octubre de 2018 hasta el 19 de abril de 2024. Los Miembros de la Clase que opten por no participar solo recibirán un cheque relacionado con el Acuerdo PAGA.

### **Cómo obtener un pago**

### **8. ¿Cuándo recibiré mi pago?**

Los términos y condiciones de este Acuerdo están sujetos a la aprobación del Tribunal. El Tribunal celebrará una audiencia el 25 de marzo de 2025, a las 1:30 p.m., para decidir si aprueba el Acuerdo. Si el Tribunal aprueba el Acuerdo, y no hay apelaciones, **estimamos que los cheques se enviarán por correo alrededor del mayo de 2025.** El Administrador del Acuerdo proporcionará actualizaciones periódicas del estado del Acuerdo en [sheppard-v-ghirardelli-chocolate-company.phoenixcases.com](http://sheppard-v-ghirardelli-chocolate-company.phoenixcases.com). Si su información de contacto cambia, por favor, informe inmediatamente al Administrador del Acuerdo.

### **Acuerdo de liberación**

### **9. ¿A qué estoy renunciando para obtener un pago?**

**Los Miembros Participantes de la Clase renunciarán o “liberarán” a las reclamaciones descritas a continuación:**

**Reclamaciones Exoneradas de la Clase:** Todas las reclamaciones y/o causas de acción en virtud de cualquier ley o reglamento administrativo estatal, local o federal por Miembros Participantes de la Clase contra las Partes Exoneradas que fueron o podrían haber sido alegadas en base a las alegaciones de la Acción, incluidas todas las reclamaciones colectivas declaradas en la Acción que alegan violaciones de las secciones 201, 202, 203, 204, 210, 218, 226(a), 226 y siguientes, 7, 227.3, 510, 512(a), 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral, y todas las reclamaciones por salarios no pagados, descansos para comer y descansar que no se cumplen, salarios actuales y finales no pagados a tiempo, registros y declaraciones de salarios inexactos, gastos no reembolsados, vacaciones no pagadas y tiempo libre pagado, competencia desleal y reclamaciones relacionadas.

**El Estado de California renunciará o “liberará” las reclamaciones de sanciones civiles en virtud de PAGA por supuestas violaciones del Código Laboral contra los Miembros de PAGA:**

**Reclamaciones Exoneradas de PAGA:** Todas las reclamaciones y causas de Acción por sanciones civiles en virtud de la Ley General de Abogados Privados, Código Laboral de California sección 2698, y siguientes (“PAGA”) del Estado de California con respecto a los Miembros de PAGA contra las Partes Exoneradas que fueron o podrían haber sido alegadas en base a las alegaciones de hecho y

supuestas violaciones del Código Laboral afirmadas en la Carta de Notificación PAGA, incluidas todas las reclamaciones por sanciones civiles basadas en supuestas violaciones de las secciones 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 y 2802 del Código Laboral de California y las secciones relacionadas de la Orden salarial aplicable de la IWC, incluida la Sección 14 (asientos adecuados) de la Orden salarial 1-2001 de la IWC, y todas las reclamaciones por salarios no pagados, pausas para comer y descansar no conformes, salarios actuales y finales no pagados a tiempo, registros y declaraciones salariales inexactos, gastos no reembolsados, vacaciones no pagadas y tiempo libre pagado, competencia desleal, violaciones del día de descanso, el supuesto incumplimiento de proporcionar asientos adecuados, y las reclamaciones relacionadas por sanciones civiles.

La lista completa de las Reclamaciones Exoneradas figura en el Acuerdo de conciliación archivado en [sheppard-v-ghirardelli-chocolate-company.phoenixcases.com](http://sheppard-v-ghirardelli-chocolate-company.phoenixcases.com).

### **Los abogados que le representan**

#### **10. ¿Tengo abogado en este caso?**

El Tribunal designó a los siguientes abogados para que lo representen a usted y a los demás Miembros de la Clase del Acuerdo. Juntos, estos abogados se denominan Abogados de la Clase o Abogados del Demandante. (a) Arby Aiwezian y Joanna Ghosh de LAWYERS for JUSTICE, PC, 410 West Arden Avenue, Suite 203, Glendale, California 91203, (818) 265-1020; y (b) Aaron C. Gundzik y Rebecca G. Gundzik de Gundzik Gundzik Heeger LLP, 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423, (818) 290-7461.

#### **11. ¿Cómo se pagará al Abogado de la Clase, al Representante de la Clase y al Administrador del Acuerdo?**

Los Abogados de la Clase solicitarán al Tribunal unos honorarios de abogado de hasta \$1,102,500.00 del fondo del Acuerdo de \$3,150,000 y el reembolso de los gastos de bolsillo de hasta \$25,000, de conformidad con los términos del Acuerdo de conciliación. Además, los Abogados de la Clase solicitarán al Tribunal una indemnización por servicios de hasta \$10,000 para el Representante de la Clase. El Tribunal decidirá si aprueba las solicitudes del Asesor Jurídico de la Clase y del Representante de la Clase. Estas cantidades, o cualquier otra cantidad aprobada por el Tribunal, se pagarán con cargo al fondo total del Acuerdo.

Además, si el Tribunal lo aprueba, el Administrador del Acuerdo recibirá un total de \$18,750 por su labor de administración del Acuerdo. Esta cantidad, o cualquier otra cantidad aprobada por el Tribunal, se pagará con cargo al fondo total del Acuerdo.

### **Excluirse del Acuerdo**

#### **12. ¿Qué significa excluirse del Acuerdo?**

Si desea conservar su derecho a Demandar a Ghirardelli por su cuenta en relación con las cuestiones legales de este caso, debe tomar medidas para excluirse del Acuerdo. Esto se denomina excluirse del Acuerdo, u optar por no participar en el mismo. Si opta por excluirse, no recibirá ningún cheque de liquidación relacionado con el Acuerdo de Demanda Colectiva.

#### **13. ¿Cómo puedo darme de baja/abandonar el Acuerdo?**

Para excluirse (es decir, optar por no participar) del Acuerdo y no liberar ninguna reclamación, debe enviar una carta indicando su solicitud de ser excluido del Acuerdo Colectivo que también debe contener: (a) el nombre y el número de caso de la Demanda; (b) su nombre completo, dirección actual, firma, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social; y (c) enviar su carta por correo postal, correo electrónico o fax al Administrador del Acuerdo a la dirección especificada, con matasellos (si se envía por correo) en o antes de la Fecha Límite de Respuesta. Su carta de solicitud de exclusión voluntaria debe recibirse o llevar matasellos del 4 de febrero de 2025 a más tardar.

#### **14. Si me excluyo, ¿puedo obtener dinero de este Acuerdo?**

No. No puede recibir dinero del Acuerdo de la Demanda Colectiva si se excluye. Pero seguirá recibiendo un cheque del Acuerdo de la Demanda PAGA (porque no puede excluirse del Acuerdo PAGA).

### **Oposición al Acuerdo**

#### **15. ¿Qué significa oponerse al Acuerdo?**

Si no cree que el Acuerdo de Demanda Colectiva sea justo, y no solicita ser excluido del Acuerdo colectivo, puede objetar al Acuerdo e informar al Tribunal de que no está de Acuerdo con el Acuerdo, o con alguna parte de este, antes de que el Tribunal decida si concede la aprobación definitiva del Acuerdo.

Para objetar por escrito, debe presentar oportunamente una objeción por escrito al Administrador del Acuerdo. Su objeción debe indicar que se opone al Acuerdo propuesto en este caso y asegúrese de incluir su nombre, dirección, número de teléfono y firma, así como las razones específicas por las que se opone al Acuerdo. Debe enviar por correo, fax o correo electrónico su objeción por escrito al Administrador a la dirección [address], con matasellos (si se envía por correo) del 4 de febrero de 2025 o anterior. No se tendrán en cuenta las objeciones cuyo matasellos sea posterior a esta fecha.

Si tiene preguntas con respecto a este Acuerdo, debe comunicarse con el Abogado de la Clase o con el Administrador del Acuerdo. NO se ponga en contacto con los abogados del Demandado ni con ninguno de los gerentes, supervisores o propietarios del Demandado.

No existe la opción de objetar a la parte PAGA del Acuerdo.

**16. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?**

El Tribunal celebrará una Audiencia de Aprobación Definitiva el 25 de marzo de 2025 a la 1:30 p.m. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado. Si hay objeciones, el Tribunal podrá considerarlas. Después de la audiencia, el Tribunal decidirá si aprueba el Acuerdo. No sabemos cuánto tiempo llevarán estas decisiones. Si tiene previsto asistir a la vista, debe consultar [sheppard-v-ghirardelli-chocolate-company.phoenixcases.com](https://www.alameda.courts.ca.gov/) o el sitio web del Tribunal en <https://www.alameda.courts.ca.gov/> para confirmar que la fecha de la vista no se ha modificado.

**17. ¿Tengo que acudir a la audiencia?**

No. A menos que opte por no participar en el Acuerdo, el abogado de la Clase de Demandantes le representará y responderá a cualquier pregunta que pueda plantearle el Tribunal. Pero le invitamos a que acuda por su cuenta. Si envía un comentario (incluida una objeción), no es necesario que acuda al Tribunal para hablar de ello. Siempre que haya presentado su objeción a tiempo, el Tribunal la tendrá en cuenta. También puede pagar a su propio abogado para que asista, pero no es necesario.

**Si no hace nada****18. ¿Qué pasa si no hago nada?**

Si no hace nada, recibirá un cheque en virtud del Acuerdo y quedará vinculado a la exención de reclamaciones del Acuerdo.

**Más información****19. ¿Hay más detalles sobre el Acuerdo?**

Esta Notificación pretende ser un resumen de los términos del Acuerdo. Puede obtener más información poniéndose en contacto con el Administrador del Acuerdo en (800) 523-5773.

**LE ROGAMOS QUE NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA SECRETARÍA JUDICIAL PARA INFORMARSE SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE RECLAMACIÓN.**

## **EXHIBIT B**



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## CASE ASSUMPTIONS

|                       |             |
|-----------------------|-------------|
| Class Members         | 2,427       |
| Opt Out Rate          | 1%          |
| Opt Outs Received     | 24          |
| Total Class Claimants | 2,403       |
| Subtotal Admin Only   | \$18,750.00 |

**Not-to-Exceed Total \$18,750.00**

**For 2427 Members**

Pricing Good for Scope of Estimate Only

**June 6, 2024**

## Case: Sheppard v Ghirardelli Chocolate Company Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Aaron C. Gundzik

Firm: Gundzik Gundzik Heeger LLP

Contact Number: (213) 542-2128

Email: aaron.gundzik@gghllp.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.  
Estimate is based on 2427 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

### 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*             | \$126.93 | 1           | \$126.93           |
| Call Center & Long Distance  | \$2.00   | 16          | \$32.00            |
| NCOA (USPS)                  | \$250.00 | 2           | \$500.00           |
| Total                        |          |             | \$1,058.93         |

\* Up to 120 days after disbursement

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

| Project Action                   | Rate     | Hours/Units | Line Item Estimate |
|----------------------------------|----------|-------------|--------------------|
| Notice Packet Formatting         | \$125.00 | 2           | \$250.00           |
| Data Merge & Duplication Scrub   | \$0.15   | 2,427       | \$364.05           |
| Notice Packet & Opt-Out Form     | \$1.00   | 2,427       | \$2,427.00         |
| Estimated Postage (up to 2 oz.)* | \$0.64   | 2,427       | \$1,553.28         |
| Static Website                   | \$250.00 | 1           | \$250.00           |
| Language Translation             | \$750.00 | 1           | \$750.00           |
| Total                            |          |             | \$5,594.33         |

\* 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 | 3           | \$165.00           |
| Skip Tracing Undeliverables | \$1.00  | 243         | \$242.70           |
| Remail Notice Packets       | \$1.00  | 243         | \$242.70           |
| Estimated Postage           | \$0.64  | 243         | \$155.33           |
| Programming Undeliverables  | \$50.00 | 2           | \$100.00           |
| Total                       |         |             | \$905.73           |

## Database Programming / Processing Opt-Outs, Deficiencies or Disputes

| Project Action:                     | Rate     | Hours/Units | Line Item Estimate |
|-------------------------------------|----------|-------------|--------------------|
| Programming Claims Database         | \$135.00 | 2           | \$270.00           |
| Non Opt-Out Processing              | \$200.00 | 2           | \$400.00           |
| Case Associate                      | \$55.00  | 2           | \$110.00           |
| Opt-Outs/Deficiency/Dispute Letters | \$10.00  | 12          | \$121.35           |
| Case Manager                        | \$85.00  | 4           | \$340.00           |
| Total                               |          |             | \$1,241.35         |

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

| Project Action:            | Rate     | Hours/Units | Line Item Estimate |
|----------------------------|----------|-------------|--------------------|
| Programming Calculations   | \$135.00 | 2           | \$270.00           |
| Disbursement Review        | \$135.00 | 2           | \$270.00           |
| Programming Manager        | \$95.00  | 2           | \$190.00           |
| QSF Bank Account & EIN     | \$100.00 | 3           | \$300.00           |
| Check Run Setup & Printing | \$125.00 | 5           | \$625.00           |
| Mail Class Checks *        | \$1.00   | 2,427       | \$2,427.00         |
| Estimated Postage          | \$0.64   | 2,427       | \$1,553.28         |
| Total                      |          |             | \$5,635.28         |

\* 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                                                                              | \$100.00   | 3           | \$300.00           |
| Remail Undeliverable Checks<br>(Postage Included)                                            | \$2.14     | 243         | \$519.38           |
| Case Associate                                                                               | \$50.00    | 5           | \$250.00           |
| Reconcile Uncashed Checks                                                                    | \$70.00    | 5           | \$350.00           |
| Conclusion Reports                                                                           | \$125.00   | 1           | \$125.00           |
| Case Manager Conclusion                                                                      | \$85.00    | 2           | \$170.00           |
| Final Reporting & Declarations                                                               | \$125.00   | 2           | \$250.00           |
| IRS & QSF Annual Tax Reporting *<br>(1 State Tax Reporting Included)                         | \$2,350.00 | 1           | \$2,350.00         |
| Total                                                                                        |            |             | \$4,314.38         |

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

**Estimate Total: \$18,750.00**



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## **TERMS AND CONDITIONS**

**Provisions:** The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

**Data Conversion and Mailing:** The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

**Claims:** PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

**Payment Terms:** All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

### **Tax Reporting Requirements**

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.