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Attorneys for Plaintiff,

DANIEL A. TARACENA ROBLEDO, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

(UNLIMITED JURISDICTION)

DANIEL A. TARACENA ROBLEDO, on
behalf of himself and all others similarly
situated, and the general public, and as an
“Aggrieved Employee” on behalf of other
“Aggrieved Employees” under the Private
Attorneys General Act of 2004,

Plaintiff(s),

vs.

PLENITUDE FOOD CRAFTS, LLC; and
DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 25CV133325

**DECLARATION OF MARALLE
MESSRELIAN IN SUPPORT OF
PLAINTIFF’S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
STIPULATION FOR CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE OF
CLAIMS**

Action filed: 07/22/2025
Hearing Date: 08/04/2026
Hearing Time: 2:30 p.m.
Hearing Dept: 21, Hon. S. Raj
Chatterjee

Reservation ID: 500844714572

DECLARATION OF MARALLE MESSRELIAN

I, MARALLE MESSRELIAN, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and am an attorney of record for Plaintiff Daniel A. Taracena Robledo (“Plaintiff”) in his lawsuit against Defendant Plenitude Food Crafts, LLC (“Defendant” or “Plenitude”). Plaintiff and Defendant are collectively referred to as the “Parties”.

2. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath.

3. The Stipulation for Class Action and PAGA Settlement and Release of Claims (the “Settlement”) is attached hereto as **Exhibit 1**.

Factual and Procedural Background

4. Defendant first began to employ Plaintiff in or around April 28, 2023 as an hourly, non-exempt bakery worker. During his employment, Plaintiff worked at Defendant’s Starter Bakery located at 901 Gilman Street, Berkeley, CA 94710, where his duties included, among other things, laminating dough and preparing and baking bread. Plaintiff’s employment ended on or around March 4, 2025.

5. On May 9, 2025, Plaintiff notified Defendant and the California Labor and Workforce Development Agency (“LWDA”), pursuant to the California Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”), of alleged Labor Code violations committed by Defendant. A true and correct copy of the letter to the LWDA dated May 9, 2025 is attached hereto as **Exhibit 2**.

6. On July 22, 2025, Plaintiff filed a Class Action Complaint in the Alameda County Superior Court, Case No. 25CV133325 against Defendant on behalf of himself and others similarly situated, alleging causes of action on a class-wide basis for (1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198); (2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198); (3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198); (4) Failure to Indemnify (Lab. Code § 2802); (5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226); (6) Failure To Pay Wages Owed Every Pay Period (Lab. Code § 204); (7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203); (8) Civil Penalties (Lab. Code §§ 2698, et seq.); and (9) Unfair Competition (Bus. & Prof. Code, § 17200 et seq.). A true and

1 correct copy of the Complaint is attached hereto as **Exhibit 3**. Rather than engage in protracted
2 litigation, the Parties agreed to explore early resolution and stipulated to stay the Action
3 pending mediation. A true and correct copy of the Stipulation and Order staying the Action is
4 attached hereto as **Exhibit 4**.

5 7. The Parties met and conferred and agreed that it may be in their mutual interests
6 to discuss Plaintiff's allegations informally, rather than through litigation, and scheduled
7 private mediation.

8 8. On February 9, 2026, the Parties attended and participated in good faith, arms'
9 length settlement discussions at a mediation session with Lisa Klerman, Esq., an experienced
10 professional mediator. At the conclusion of the mediation, the Parties agreed to the material
11 terms of the Settlement.

12 9. In advance of the mediation, and before agreeing to the terms of the Settlement,
13 the Parties engaged in informal discovery. Through informal discovery, Defendant produced its
14 employee handbook, copies of Defendant's relevant company written policies, time-keeping
15 records, and time and payroll data for a random sample of putative class members specifically
16 selected by Plaintiff's counsel. Plaintiff retained a data analyst to assess the records produced
17 by Defendant. Now that the Parties have finalized the long-form Settlement, Plaintiff submits
18 it to this Court for preliminary approval.

19 10. Defendant denies any liability or wrongdoing of any kind whatsoever associated
20 with the lawsuit. It is the desire of the Parties to fully, finally, and forever compromise, and
21 discharge all claims known or unknown related to those alleged in Plaintiff's lawsuit.

22 *Ascertainable and Numerous Class*

23 11. A class is ascertainable when it may be readily identified without unreasonable
24 expense or time by reference to official records. Here, Plaintiff maintains that the above-
25 defined Class is ascertainable because its members may be identified by reference to
26 Defendant's records and Defendant has agreed to share the relevant information from its
27 records to facilitate the settlement process. Therefore, the Settlement Class is ascertainable.

28 12. The Settlement Class has sufficiently numerous members to render joinder
impractical. No set number is required as a matter of law to maintain a class action. The
California Supreme Court has upheld a class of as few as 10 individuals. Defendant estimates
that there are approximately 397 Class Members. Plaintiff maintains that it would be

1 impractical and economically inefficient to require each Settlement Class Member to separately
2 maintain an individual action or be joined as a named plaintiff in this action. In light of these
3 considerations, the Settlement Class' membership is sufficiently numerous.

4 ***Predominant Common Questions***

5 13. A question of law or fact is common to the members of a class if it may be
6 resolved through common proof. In this case, there are many predominant common questions.
7 Plaintiff asserts all class members were subject to the same or similar operations and
8 employment policies, practices, and procedures. The claims arise from Defendant's alleged
9 uniform policy of failing to properly account for all time worked and failing to, among other
10 things, properly pay minimum and overtime wages, provide off-duty meal and rest periods,
11 indemnify Class Members for business expenses, timely pay wages during employment and
12 upon separation of employment, and provide compliant wage statements, all of which Plaintiff
13 claims constitute unfair business practices and give rise to PAGA penalties. Plaintiff asserts
14 that common questions include, but are not limited to: (1) Whether Defendant failed to pay all
15 wages earned to Class Members for all hours worked at the correct rates of pay; (2) Whether
16 Defendant failed to provide the Class with all meal and rest periods in compliance with
17 California law; (3) Whether Defendant failed to pay the Class one additional hour of pay on
18 workdays they failed to provide the class with one or more meal or rest periods in compliance
19 with California law; (4) Whether Defendant failed to indemnify the Class for all necessary
20 business expenditures incurred during the discharge of their duties including, but not limited to,
21 kitchen tools and personal mobile phones; (5) Whether Defendant knowingly and intentionally
22 failed to provide the Class with accurate and complete itemized wage statements; (6) Whether
23 Defendant willfully failed to provide the Class with timely final wages; and (7) Whether
24 Defendant engaged in unfair competition within the meaning of Business and Professions Code
25 section 17200, *et seq.*, with respect to the class. Therefore, common questions predominate.

26 ***Typicality***

27 14. Plaintiff contends that his claims are typical for the purposes of certifying the
28 Settlement Class. Plaintiff, like absent Class Members was subject to the same relevant policies
and procedures governing his compensation, hours of work, and meal and rest periods. Because
Plaintiff contends that he was subject to the same general course of conduct as absent Class
Members, resolving the common questions as they apply to Plaintiff will determine

1 Defendant's *prima facie* liability to all the Class Members. Moreover, Plaintiff's claims could
2 potentially be subject to the same primary affirmative defenses as those of absent Class
3 Members. Accordingly, Plaintiff's claims are typical of the Class.

4 ***Adequacy***

5 15. The adequacy requirement is met where the plaintiff is represented by counsel
6 qualified to conduct the litigation and the plaintiff's interest in the litigation is not antagonistic
7 to the class's interests. In other words, where the plaintiff has adequate counsel, the plaintiff
8 may represent the entire class absent any disabling conflicts of interest that might hinder the
9 plaintiff's ability to represent the class.

10 16. To the best of my knowledge, neither Plaintiff nor I have any conflicts of
11 interest with the absent Settlement Class Members. Plaintiff contends that he is an adequate
12 class representative. Plaintiff and the Class Members have strong and co-extensive interests in
13 this litigation because they all worked for Defendant during the relevant time period, allegedly
14 suffered the same alleged injuries from the same alleged course of conduct, and there is no
15 evidence of any conflict of interest between Plaintiff and the Class Members. Moreover,
16 Plaintiff has demonstrated his commitment to the Settlement Class by, among other things,
17 retaining experienced counsel, providing counsel with documents and extensively speaking
18 with them to assist in identifying the claims asserted in this case, and exposing himself to the
19 risk of attorneys' fees and costs awards against him if this lawsuit had been unsuccessful. Thus,
20 Plaintiff is adequate to serve as Settlement Class Representative.

21 ***Background of Class Counsel***

22 17. In 2003, I earned a Bachelor of the Science degree with a major in Accounting
23 from Cal State University, Northridge. In 2017, I earned a Juris Doctor degree from
24 Southwestern University School of Law.

25 18. In December of 2017, the Supreme Court for the State of California admitted
26 me as an Attorney and Counselor at Law and licensed me to practice law in all the Courts of
27 this State.

28 19. I am experienced in handling employment law matters and specifically wage
and hour cases. I have been practicing law since 2017. My experience has been almost
exclusively in the area of employment law representing employees with claims of wrongful
termination, harassment, whistleblower retaliation, discrimination, wage and hour, and family

1 and medical leave violations. I am a member of the California Employment Lawyers
2 Association (CELA).

3 20. In my representation of employees, I have prosecuted several lawsuits on
4 behalf of employees with claims of rest and meal period and overtime violations or other wage
5 claims.

6 21. I have been involved in the prosecution of numerous wage and hour class and
7 representative actions at various stages of litigation. A small sampling of the wage and hour
8 class and representative action cases in which I have been counsel of record is as follows:

9 a) *Joshua Silva v. Payo Laboratories, Inc., et al.*, San Luis Obispo County
10 Superior Court, Case No. 19CV-0689 (appointed Class Counsel and granted final approval of
11 class action settlement by the court).

12 b) *Mervin Perkins v. CC Venice, LLC, et al.*, Los Angeles Superior Court,
13 Case
14 No. BC703660 (appointed Class Counsel and granted final approval of class action settlement
15 by the court).

16 c) *Jashar Bryant v. Pinnacle Cabling & Construction, Inc., et al.*, Orange
17 County Superior Court, Case No. 30-2020-01123094-CU-OE-CXC (appointed Class Counsel
18 and granted final approval of class action settlement by the court).

19 d) *Collins v. Spa Products Import & Distribution Co., LLC, et al.*, Los Angeles
20 County Superior Court, Case No. 19STCV10586 (granted final approval of class action
21 settlement by the court)

22 e) *Sabrina Slater v. Avalon Care Center – Sonora, L.L.C., et al.*, Tuolumne
23 County Superior Court, Case No. CV62006 (granted final approval of class action settlement
24 by the court)

25 f) *Violet Avalos v. Smithcare Incorporated, et al.*, Tulare County Superior
26 Court, Case No. VCU272975 (granted final approval of class action settlement by the court)

27 g) *David Contreras v. HTX Services LLC, et al.*, Los Angeles County Superior
28 Court, Case No. 19STCV43405 (granted final approval of class action settlement by the court)

h) *Devin Cherry v. LA Corral Three, Inc., et al.*, Kern County Superior Court,
Case No., BCV-18-101817-DRL (granted final approval of class action settlement by the
court)

- 1 i) *Vikki Curl and Anthony J. Gratton v. Reel Security Corp., et al.*, Los
2 Angeles
3 County Superior Court, Case No. 18STCV09302 (granted final approval of class action
4 settlement by the court)
- 5 j) *Corrine Lashbrook and Joshua Sweat v. Andy's BP, Inc., et al.*, San Mateo
6 County Superior Court, Case No. 19CIV02344 (granted final approval of class action
7 settlement by the court)
- 8 k) *Stephen Aguirre and Christopher Walls v. Anlin Industries*, Fresno County
9 Superior Court, Case No. 17CECG04326 (order and judgment approving PAGA settlement by
10 the court)
- 11 l) *Rebecca Mallory v. Odyssey Healthcare Operating A, L.P.*, Kern County
12 Superior Court, Case No. BCV-19-102735 (order and judgment approving PAGA settlement
13 by the court)
- 14 m) *Wendy Chavez v. Texas De Brazil (Fresno) Corporation, et al.*, Fresno
15 County Superior Court, Case No. 19CECG04249 (order and judgment approving PAGA
16 settlement by the court)
- 17 n) *Kevin Littleton v. Lincoln Military Property Management LP.*, San Diego
18 County Superior Court, Case No. 37-2018-00061799-CU-OE-NC (order and judgment
19 approving PAGA settlement by the court)
- 20 o) *Krystal Thomas v. Choice Physicians Network, Inc., et al.*, San Bernardino
21 County Superior Court, Case No. CIVDS2013964 (order and judgment approving PAGA
22 settlement by the court)
- 23 p) *Otina Sengvong v. Probuild Company, LLC, et al.*, United States District
24 Court, Southern District of California, Case No. 3:19-cv-02231-MMA (JLB) (granted final
25 approval of class action settlement by the court)
- 26 q) *Orland Perez Avalos v. Milagros Restaurant LLC, et al.*, San Mateo County
27 Superior Court, Case No. 22-CIV-01222 (order and judgment approving PAGA settlement by
28 the court)
- r) *David Xiqui Vasquez v. The Province LLC, et al.*, Santa Clara County
Superior Court, Case No. 22CV397541 (order and judgment approving PAGA settlement by
the court)

1 s) *Manuel Melendrez v. Clean Auto Inc., et al.*, San Mateo County Superior
2 Court, Case No. 22CIV01967 (order and judgment approving PAGA settlement by the court)

3 t) *Arturo Vera Lopez v. Green Valley Landscape, et al.*, Monterey County
4 Superior Court, Case No. 22CV003751 (order and judgment approving PAGA settlement by
5 the court)

6 u) *Erasmus Gomez v. A-1 Jay's Machining, Inc., et al.*, Santa Clara County
7 Superior Court, Case No. 22CV394795 (order and judgment approving PAGA settlement by
8 the court)

9 v) *Iris Rodriguez v. Facility Masters, Inc.*, Santa Clara County Superior Court,
10 Case No. 23CV423999 (order and judgment approving PAGA settlement by the court)

11 w) *Mariana Ruelas v. Vista La Mesa Senior Living, Inc., et al.*, San Diego
12 Superior Court, Case No. 37-2023-00050755-CU-OE-CTL (order and judgment approving
13 PAGA settlement by the court).

14 x) *Jose Angel Lopez v. Moreno & Associates, Inc., et al.*, Santa Clara Superior
15 Court, Case No. 23CV422622 (order and judgment approving PAGA settlement by the court).

16 y) *Irma Tapia v. Posada Associates, et al.*, Santa Cruz Superior Court, Case
17 No. 23CV00355 (order and judgment approving PAGA settlement by the court).

18 z) *Andres Ibarra v. Stadco, et al.* Los Angeles Superior Court, Case No.
19 23STCV26591 (order and judgment approving PAGA settlement by the court).

20 aa) *Alfredo Betancourt v. L3 Technologies, Inc.*, San Mateo County Superior
21 Court, Case no. 23-CIV-05704 (appointed Class Counsel and granted final approval of class
22 action settlement by the court).

23 bb) *Eduardo Martinez Guizar v. Air Culinaire Worldwide, LLC*, Santa Clara
24 County Superior Court, Case No. 23CV415879 (order and judgment approving PAGA
25 settlement by the court).

26 cc) *Jesse Altamirano v. Weber Metals, Inc.*, Los Angeles Superior Court, Case
27 No. 24STCV05326 (order and judgment approving PAGA settlement by the court).

28 dd) *Noriell Hoff v. Anthem Mechanical, et al.*, Riverside County Superior
Court, Case No. CVRI2401199 (order and judgment approving PAGA settlement by the
court).

1 ee) *Lukas Javier v. Hyatt Corporation dba The Seabird*, San Diego County
2 Superior Court, Case No. 37-2024-00018273-CU-OE-NC (order and judgment approving
3 PAGA settlement by the court).

4 ff) *Nathalie Barcenas v. El Toro Meat Shop*, Orange County Superior Court,
5 Case No. 30-2023-01351414-CU-OE-CXC (order and judgment approving PAGA settlement
6 by the court).

7 gg) *Ruben Ortiz Salgado v. Bob Baffert Racing, Inc.*, Los Angeles County
8 Superior Court, Case No. 24STCV00686 (appointed Class Counsel and granted final approval
9 of class action settlement by the court).

10 hh) *Edgar Herrera v. Environmental Remedies, Inc., et al.*, Alameda County
11 Superior Court, Case No. 24CV092901 (order and judgment approving PAGA settlement by
12 the court).

13 ii) *Sahid Irad Magana Segura v. DWH Restaurants, Inc., et al.*, Santa Clara
14 County Superior Court, Case No. 24CV428664 (order and judgment approving PAGA
15 settlement by the court).

16 jj) *Bethany Clayton, et al. v Saltie Girl LA LLC*, Los Angeles Superior Court
17 Case No. 25STCV14374 (order and judgment approving PAGA settlement by the court).

18 kk) *Edilberto Paredes v. Heritage Landscape Services, Inc., et al.*, San Diego
19 Superior Court, Case No. 37-2024-00004064-CU-OE-CTL (appointed Class Counsel and
20 granted final approval of class action settlement by the court).

21 ll) *Cruz De Leon Serrano, et al. v. Kohana Coffee, LLC, et al.*, Contra Costa
22 Superior Court, Case No. C24-02642 (appointed Class Counsel and granted final approval of
23 class action settlement by the court).

24 mm) *Adolfo Lozoya Ramirez v. Bemus Landscape, Inc.*, Los Angeles Superior
25 Court, Case No. 24STCV08944 (order and judgment approving PAGA settlement by the
26 court).

27 nn) *Noe Sandoval-Orozco v. Northwest Landscape Maintenance Company*,
28 Santa Clara County Superior Court, Case No. 24CV445484 (appointed Class Counsel and

1 granted final approval of class action settlement by the court).

2 ***Class Action Treatment Is Superior***

3 22. A class action is also superior to other means adjudicating the issues in this
4 action. The predominance of common legal and factual questions shows that this Court could
5 fairly adjudicate the claims of Class Members through a single class action. In view of the
6 *theoretical* alternatives that proposed class members could potentially utilize – representative
7 PAGA action (where there is less relief available), individual civil lawsuits or wage claims
8 through the Division of Labor Standards Enforcement (where there would be relatively little
9 money at stake, but the claims would be time-consuming to litigate) – a class action is plainly
10 superior to all of them. Thus, this consideration supports conditional class action treatment for
11 purposes of this Settlement only.

12 ***The Settlement is Presumptively Fair***

13 23. The class settlement here satisfies all of the *Kullar* factors. The Settlement
14 resulted from thorough, arms' length negotiations between experienced counsel with the
15 assistance of a respected mediator after sufficient discovery was exchanged to assess the
16 relative strengths and weaknesses of their respective cases and Defendant's estimated exposure.
17 Both defense counsel and I are particularly experienced in employment law and wage and hour
18 class actions. We are experienced and qualified to evaluate the class claims, the viability of the
19 defenses, and the risks and benefits of settlement versus trial on a fully informed basis. I have
20 negotiated many wage and hour class settlements, including many involving the same issues
21 presented here. Counsel on both sides share the view that the Settlement is a fair and reasonable
22 settlement in light of the complexities of the case and uncertainties of class certification and
23 litigation, and a fair result for the Class Members.

24 ***Exposure & Risk Analysis***

25 24. The Parties reached the Settlement through arm's-length bargaining with the aid
26 of a respected mediator. The Parties conducted sufficient investigation and discovery to allow
27 Counsel and the Court to act intelligently. I considered various sources of information in the
28 lead-up to and during the mediation of February 9, 2026 that enabled Plaintiff to achieve the
Settlement at issue.

- Defendant produced and I reviewed Plaintiff's timekeeping and payroll records.

- My office requested that Defendant produce any and all policies regarding overtime and double-time wages, off the clock work, expense reimbursement, meal periods, rest breaks, meal period waivers and agreements, compensation plans, and complaints about working conditions in effect during the relevant time period beginning in July of 2021. Defendant produced its pertinent wage and hour policies, including those contained within its employee handbook.
- My office requested that Defendant provide the total number of employees, paychecks, and the pay cycles during the relevant period. Defendant provided the answers to each of these questions.
- My office requested sample time and payroll records for the relevant time period. Defendant produced a twenty percent (20%) random sampling of the putative class members' time and pay records that I selected from a list provided by the defense.
- My office then retained a professional data analyst, James Toney, to examine the records and determine if there was any pay discrepancy in timesheet hours versus paid hours, meal violations, and if there was any rounding/time shaving issues. Plaintiff is prepared to provide the Court with the data analysis for *in camera* inspection upon its request.
- I analyzed the state of caselaw on meal and rest break claims, claims for off-the-clock work, and claims for unreimbursed expenses.

25. Defendant produced time and payroll data reflecting approximately 73,020 shifts worked during the relevant period, and represented that there were approximately 15,718 workweeks during the Class Period.¹ Based on this information and with the aid of the data analyst, I prepared “damages” estimates to determine Defendant’s maximum exposure in connection with the settlement negotiations. The sampling did not reveal any rounding as hours were paid to the second decimal point. As it relates to any overtime issues, the data showed that when employees worked over 8.0 hours, they were paid 1.5 times their regular rate. I calculated the maximum potential damages, inclusive of interest, for meal period violations to be \$526,062.69, rest period violations to be \$1,611,345.28, off-the-clock and unpaid wage violations to be \$370,127.97, and unreimbursed business expense violations to be \$212,707.54; maximum damages for derivative claims of \$289,050.00 for wage statement

¹ Defendant’s counsel has represented that the escalator clause set forth in Paragraph III. 14 of the of the Settlement has not been triggered.

penalties and \$1,112,126.40 for waiting time penalties; and \$1,464,400.00 in potential civil penalties under the PAGA. The estimates are in essence “home run” projections that do not factor in any of the risks involved in litigating this Action and are not in line with reality, especially when considering Defendant’s policies and its position on the issues. A detailed explanation of Plaintiff’s valuation is set forth below.

A. Meal Break Violations

Plaintiff alleges that Defendant failed to provide Plaintiff and Settlement Class Members lawful meal breaks. Expert analysis of the sample time and payroll records revealed a 34.6% unique meal period violation rate for short, late, or missed meal periods for shifts greater than five hours. Accordingly, Plaintiff calculates the maximum potential damages for meal break violations as follows:

$$\begin{array}{r} 67,272 \text{ (Class Shift Count = } 73,020 \times 92.1\% \text{ (Shifts } > 5.0 \text{ hours))} \\ \times \quad 34.6\% \text{ (unique violation rate) = } 23,275 \text{ violations} \\ \times \quad \underline{\$19.47 \text{ (straight-time rate); plus } \$72,898.44 \text{ in interest}} \\ \$526,062.69 \end{array}$$

B. Rest Break Violations

Plaintiff also contends that Defendant failed to authorize and permit lawful rest breaks. Plaintiff calculates the maximum potential damages for rest break violations as follows:

$$\begin{array}{r} 71,292 \text{ (Class Shift Count = } 73,020 \times 97.6\% \text{ (Shifts } > 3.5 \text{ hours))} \\ \times \quad 100\% \text{ (unique violation rate) = } 71,292 \text{ violations} \\ \times \quad \underline{\$19.47 \text{ (straight-time rate); plus } \$223,290.04 \text{ in interest}} \\ \$1,611,345.28 \end{array}$$

There are risks to Plaintiff’s rest period claim. Plaintiff used a 100% violation rate as rest periods are not recorded. Employers are not required to record rest periods and such periods are paid. Thus, unlike unpaid meal periods where there are often records showing whether an employee clocked out or not, there is no such evidence to prove a missed rest period or that the employer refused to authorize and permit one. Managing such claims at trial has become exceedingly difficult. Plaintiff will depend on sample witness testimony and

1 surveys to prove the claims. While a victory with such evidence is certainly possible, relevant
2 caselaw makes such claims risky from a trial management and due process perspective.

3 C. Off-the-Clock Work

4 Plaintiff contends that Defendant violated minimum and overtime wages by requiring
5 employees to work off-the-clock. Plaintiff calculates the maximum potential damages due to
6 off-the-clock work as follows:

7 73,020 total shifts; reasonable estimate of 10 minutes of off-the-clock work
8 per shift = 730,200 total off-the-clock minutes = 12,170.0 off-the-clock
9 hours

10 12,170.0 off-the-clock hours
11 x \$24.73 (weighted average overtime rate); plus \$69,163.87 in interest
12 \$370,127.97

13 C. Failure to Reimburse Business Expenses

14 Plaintiff alleges that Defendant required him and other Class Members to use their
15 personal cell phones and bring their own kitchen tools, such as knives and spatulas, in the
16 course of performing their duties. Plaintiff calculates the maximum potential damages for
17 unreimbursed business expenses as follows:

18 Based on an estimated \$40.00 in unreimbursed business expenses per month:

19 \$40.00 estimated unreimbursed expense per month
20 x 4,324 total months worked by Class Members; plus \$39,747.54 in
21 interest
22 \$212,707.54

23 D. Failure to Timely Pay Wages Upon Termination

24 Plaintiff alleges that Defendant failed to pay employees premium wages for meal and
25 rest period violations and failed to pay all wages owed. As a result, discharged and quitting
26 employees were not paid in full as required by the Labor Code. Plaintiff calculates the
27 maximum value of this claim as follows:

28 238 (total number of separated employees)
x \$19.47 (straight-time rate)
x 8.00 (average hours per day)

x 30 days

\$1,112,126.40

E. Failure to Furnish Accurate Itemized Wage Statements

Plaintiff alleges that because Defendant required employees to work off the clock, Class Members' hours worked and wages earned were not accurately listed on the wage statements.

Plaintiff calculates the maximum value of this claim as follows:

3,355 wage statements issued during the section 226 period, at \$100.00 each
(with a \$50.00 initial-violation offset for each of 229 employees) = \$324,050.00
subtotal less \$35,000.00 (amounts exceeding the \$4,000.00 per-employee
statutory cap) = \$289,050.00

F. Civil Penalties Under PAGA

Under Labor Code § 2699, Defendant is subject to a civil penalty in the amount of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each subsequent violation for each aggrieved employee for each pay period. Defendant represented that there were approximately 3,796 total pay periods for all of the Aggrieved Employees during the PAGA Period. Applying the same violation rates to the total pay periods, Plaintiff calculates the maximum value of the PAGA claim as follows:

Violation	Lab.Code secs.	Civil Penalty	Paychecks(or EEs)	Totals
Minimum wage violations	510/1194	\$ 100.00	3,796	\$ 379,600
Overtime wage violations	510/1194	\$ 100.00	3,796	\$ 379,600
Meal period violations	512/226.7	\$ 50.00	600	\$ 30,000
Rest period violations	512/226.7	\$ 100.00	3,796	\$ 379,600
Failure to provide accurate records	1174	\$ 500.00	217	\$ 108,500
Failure to timely pay final wages violations	201-203	\$ 100.00	118	\$ 11,800
Unreimbursed business expense violations	2802	\$ 100.00	1,753	\$ 175,300
Total Civil Penalties				\$ 1,464,400

As mentioned above, this estimate does not reflect the realities of this case and did not take into account any of the risks discussed above and assumed a violation for every single pay period. As such, the Parties discounted potential civil penalties for multiple reasons. For one, Plaintiff's PAGA claims are predicated on the wage underpayment, meal, rest, business expense reimbursement, and wage statement violations described above, and thus subject to the same disputes and defenses. Plaintiff's counsel also assessed multiple penalties for the same pay period for the same alleged violations of different Labor Code provisions and derivative

1 violations. I am not aware of any California state courts awarding plaintiffs multiple PAGA
2 penalties for the same violation for the same pay period under different Labor Code provisions.
3 This may be because the PAGA does not provide for what many employers characterize as
4 claim splitting and not merely stacking. Additionally, PAGA states a court has discretion to
5 award a lesser amount than the maximum penalty. Lab. Code § 2699(e)(2); *Thurman v.*
6 *Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA
award).

7 26. The Settlement obviates the significant risk that this Court may deny
8 certification of some or all of Plaintiff's claims. Even if Plaintiff obtained certification of some
9 or all of the claims, continued litigation would be expensive, involving a trial and possible
10 appeals, and would substantially delay and reduce any recovery by the Class Members. While
11 Plaintiff is confident in the merits of his case, a legitimate controversy exists as to each cause of
12 action. To illustrate this consideration, below is brief summary of some of Defendant's
13 arguments, all of which Plaintiff disputes, but nevertheless acknowledges as potential threats to
14 the Settlement Class's claims.

- 15 • Defendant contends that, to establish a violation for missed meal periods, a plaintiff
16 must do more than show that a meal break was not taken. *Brinker Restaurant Corp. v.*
17 *Superior Court* (2012) 53 Cal.4th 1004. So long as an employer provides employees
18 with a "reasonable opportunity" to take a duty-free meal period, it has no further duty to
19 "police meal breaks and ensure no work thereafter is performed." *Id.* at 1040-41.
20 Instead, a plaintiff must show the employer impeded, discouraged, or prohibited the
21 employee from taking a proper break, or otherwise failed to release the employee of all
22 control. *Id.* "Thus, the crucial issue with regard to the meal break claim is the reason
23 that a particular employee may have failed to take a meal break." *Washington v. Joe's*
24 *Crab Shack* (N.D. Cal. 2010) 271 F.R.D. 629, 641. Defendant contends that
25 individualized proof will be needed to establish liability on Plaintiffs' meal period
26 claims. Defendant argues that Settlement Class Members will testify that they were
27 plainly advised by their supervisors, and fully understood, that they were authorized to
28 take meal periods within each five-hour period worked and, in fact, took such breaks.
Defendant contends that it maintained compliant meal period policies throughout the
time period at issue, all employees received timely meal periods of sufficient duration

1 on most days and any small delay or shortening of meal periods was the result of the
2 employee's choice to take a later or shorter meal period. Moreover, Plenitude's
3 timekeeping data shows daily meal period start and end times. Furthermore, Plenitude
4 started paying automatic meal period premiums to address any inadvertent failure to
5 provide meal periods when required and implemented a system whereby employees
6 could not punch back in until they had taken a meal period of at least 30 minutes.
7 Defendant had obtained a substantial number of declarations from employees, after duly
8 advising the employees of their rights, which supported Defendant's compliant meal
period policy and practice.

- 9 • Defendant contends that it maintained a compliant rest period policy throughout the
10 time period at issue and that employees regularly took rest periods. Employees took
11 rest periods with sufficient alacrity that Defendant sometimes had to counsel or
12 discipline employees for taking rest periods of 20 minutes or more. Furthermore, rest
13 period claims are difficult to certify as class actions. *Koval v. Pac. Bell Tel. Co.*, 181
14 Cal.Rptr.3d 805 (2014), *Flores v. Lamps Plus, Inc. (In re Lamps Plus Overtime)*, 209
15 Cal.App.4th 35 (2012). Certifying the class would be particularly difficult given the
16 substantial number of declarations that Defendant had declarations obtained from
17 employees, after duly advising them of their rights, that Defendant's rest period policy
and practice were compliant with the applicable legal requirements.
- 18 • Defendant contends that there is no common proof for Plaintiff's claim that he was
19 required to work off-the-clock ("OTC") and that some of that OTC work, if properly
20 accounted for, would have resulted in work to be compensated at overtime rates. In
21 fact, Defendant contends that the alleged OTC work consisted of calls between
22 employees and their supervisors about work schedules and such calls were
23 idiosyncratic, infrequent, highly dependent on the relationship between an individual
24 employee and his or her supervisor and often initiated by employees. Defendant
25 argues, time records do not provide common proof because, by definition, they do not
26 show such time. Defendant argues that one would have to examine, and cross-examine
27 for credibility, each individual's separate claims of supposed OTC work. Further,
28 Defendant argues, each Class Member would need to overcome this credibility hurdle
in the face of his/her own time records, which show no OTC work and further would

1 have to prove that his/her individual manager knowingly suffered or permitted the
2 work. Defendant had obtained declarations from employees, after duly advising them
3 of their rights, that communications outside of regular work hours were infrequent to
4 the point of being non-existent for many employees.

- 5 • Defendant did not engage in any “willful” conduct as would be required for Plaintiffs
6 to recover waiting time penalties. Under the Labor Code, if an employer willfully fails
7 to pay an employee all wages due and owing at the time of separation, the employee is
8 owed up to 30 days’ wages as a penalty. Labor Code. §§ 201-203. A violation is
9 deemed willful if the employer intentionally fails to pay wages when they are due.
10 Notably, the failure to pay, by itself, cannot constitute willfulness where there is good
11 faith belief of compliance with the law at the time. *Barnhill v. Robert Saunders & Co.*,
12 125 Cal.App.3d 1, 8-9.
- 13 • Defendant contends that it is not liable for wage statement penalties based on the “good
14 faith” defense as set forth by the California Supreme Court in *Naranjo v. Spectrum*
15 *Sec. Servs., Inc.* (2022) 13 Cal. 5th 93 (holding that an employer's objectively
16 reasonable, good faith belief that it was providing compliant wage statements can
17 preclude the imposition of penalties under Labor Code section 226(e) for inaccurate
18 wage statements).
- 19 • There is a risk that Plenitude Food Crafts, which was founded and is owned and
20 managed by a single individual, may have been forced to cease operations or seek
21 bankruptcy protections if the case continued or in the event of an adverse verdict.

22 27. As noted above, Defendant contests liability, as well as the propriety of
23 certification, and is prepared to vigorously oppose certification and to defend against
24 Plaintiff’s claims if the Action is not settled. Given the potential damages, as well as the
25 substantial risks to recovery discussed herein, including the uncertainties in achieving class
26 certification, Plaintiff’s counsel had to dramatically discount the value of the claims during
27 settlement negotiations. Plaintiff’s counsel estimates a 50 percent likelihood of obtaining and
28 maintaining certification of all of Plaintiff’s claims, which reduces the value of these claims
from approximately \$5,585,819.88 to approximately \$2,792,909.94. Defendant, however,
asserts that there are significantly lower prospects of certification. Plaintiff’s counsel further
estimates that there is a 50 percent chance that Plaintiff will prevail at trial on his claims,

1 further reducing the value of the claims to approximately \$1,396,454.97. Defendant contends
2 that Plaintiff's prospects of success at trial are much lower. If this case advanced to trial and
3 Class Counsel succeeded on all of Plaintiff's claims, attorney's fees and costs may have
4 significantly reduced the recovery awarded to the Class. Furthermore, there is always a risk
5 that a trial of this magnitude can become unmanageable. A settlement of \$335,000
6 (approximately 6% of the maximum exposure and 24% of the potential recovery) is a great
7 result and a proportion sanctioned by existing case law. See *In re Cendant Corp., Derivative*
8 *Action Litig.*, 232 F. Supp. 2d 327 (D. N.J. 2002) (approving settlement that only provided a
2% recovery based on the estimated liability exposure).

9 28. While Plaintiff believes the evidence gathered through Plaintiff's discovery
10 supports the merits of the claims asserted in this lawsuit, Plaintiff recognizes that continued
11 litigation presents significant risks that support a downward departure from Defendant's
12 estimated liability exposure. Among those risks were that Plenitude Food Crafts, a family-run
13 business, may have been forced to cease operations or seek bankruptcy protections if the case
14 continued or in the event of an adverse verdict. In view of the risks, the Settlement reflects
15 Class Counsel's estimate of the total amount of damages, monetary penalties or other relief that
16 the class could reasonably expect to be awarded at trial, taking into account the likelihood of
17 prevailing and other attendant risks. It also represents a fair, adequate, and reasonable
18 compromise amount for these claims and warrants preliminary approval. See *Laguna v.*
Coverall N. Am., Inc., Case No. 12-55479 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3.

19 ***Allocation of the PAGA Payment***

20 29. The settlement of PAGA penalties in the sum of \$30,000, of which 65%
21 (\$19,500) will be paid to the LWDA and 35% (\$10,500) will be distributed to the PAGA
22 Settlement Class Members, is reasonable and appropriate under the circumstances. The Parties
23 negotiated a good faith amount for PAGA penalties to be paid to the LWDA and to the
24 Settlement Class. Where, as here, the parties reach a substantial settlement providing
25 employees with monetary compensation for underlying Labor Code violations, many of
26 PAGA's underlying policy objectives are satisfied. Accordingly, there exists a substantial
27 likelihood that the Court would exercise its discretion and reduce the amount awarded for
28 PAGA penalties even if Plaintiff proved successful at trial. Additionally, PAGA's shorter
statute of limitations justifies a limited allocation when compared to the amount allocated for

1 Labor Code violations. Here, the \$30,000 PAGA Penalties amount is well within the range
2 approved by California courts and therefore should be approved. *See Nordstrom Comm. Cases*
3 (2010) 186 Cal.App.4th 576, 589 (finding no abuse of discretion in the trial court's approval of
4 a release that included PAGA claims, but allocated \$0 to PAGA penalties).

5 ***Attorneys' Fees and Costs***

6 30. I intend to request Class Counsel Attorneys' Fees of \$111,666.67 (one-third of
7 the GSA) and Class Counsel's litigation costs incurred in prosecuting this Action, which I will
8 be no more than \$16,000.00 at the conclusion of matters related to the Settlement. In view of
9 my efforts and risks in pursuing this case these amounts are well within the range of
10 reasonableness and thus warrant this Court's preliminary approval. In addition, based on my
11 experience in wage and hour class action matters, fee awards of approximately one-third of the
12 settlement fund are routinely approved as reasonable. I have been awarded attorneys' fees
13 equaling approximately one-third of the fund in several recent wage and hour class actions.

14 31. The amount of fees and costs requested are commensurate with (1) the risk
15 Class Counsel took in bringing the case, (2) the extensive time, effort and expense dedicated to
16 the case, (3) the skill and determination Class Counsel has shown, (4) the results Class
17 Counsel achieved, (5) the value of the Settlement Class Counsel achieved for the class, and (6)
18 the other cases Class Counsel turned down to devote time to this matter. Class Counsel also
19 met and conferred with Defendant's counsel on numerous occasions, reviewed and analyzed
20 hundreds of pages of data and documents provided by Defendant, researched applicable law,
21 prepared estimates of "damages" for purposes of settlement discussions, and engaged in a full
22 day of mediation, among other tasks.

23 32. Class Counsel have borne all the risks and costs of litigation and will receive no
24 compensation until recovery is obtained. Class Counsel are well-experienced in wage-and-
25 hour class action litigation and used that experience to obtain a fair result for the Class.
26 Considering the amount of the attorney fees requested, the work performed, and the risks
27 incurred, the requested fees and costs are reasonable and should be awarded.

28 ***Class Representative Enhancement Payment***

33. The Settlement provides that Plaintiff may seek a Class Representative
Enhancement Payment of \$10,000.00. This amount is entirely reasonable given Plaintiff's
efforts in this Action and the risks he undertook on behalf of Class Members. Here, Plaintiff

1 has devoted many hours advancing the interests of the Settlement Class. Plaintiff has done this
2 by, among other things, retaining experienced counsel, providing them with information about
3 his work history with Defendant and Defendant's policies and practices with respect to the
4 wage and hour claims at issue, assisting counsel in identifying witnesses, and being actively
5 involved in the settlement process to ensure a fair result for the Settlement Class as a whole. In
6 doing this, Plaintiff has been exposed to significant risks, including the risk of an order to pay
7 Defendant's attorneys' fees and costs if this action had been unsuccessful (*See* Labor Code §§
8 218.5-218.6). The efforts and risks that Plaintiff undertook on behalf of the Settlement Class
9 shows that the proposed Class Representative Enhancement Payment is fair, adequate, and
reasonable, and thus warrant preliminary approval.

10 ***Individual Settlement Payments***

11 34. The Individual Settlement Payments will be paid to each Class Member based
12 on the number of Workweeks a Class Member worked during the Class Period and the number
13 of PAGA Pay Periods a PAGA Member worked during the PAGA Period, respectively.
14 Settlement, III.11(a), (b). Because this method compensates Class Members based on the extent
15 of their potential injuries, in that Class Members who worked for Defendant longer would have
been subject to more alleged violations, it is fair, adequate, and reasonable.

16 ***Notice By First Class U.S. Mail Only (No Email)***

17 35. The Settlement requires distribution of the Notice by First Class U.S. mail only.
18 Settlement, III.10(c). Although there are current employee Class Members, it is uncertain
19 whether Defendant's records of their contact information include email addresses and Class
20 Members, who perform all of their work away from a desk, are not in a position to check their
21 emails. As such, notice by mail alone is fair, adequate, and reasonable. The Class Notice
22 (attached as Exhibit A to the Settlement) provides Class Members with all pertinent
23 information that they need to fully evaluate their options and exercise their rights under the
24 Settlement. Each Class Notice will provide: (a) information regarding the nature of the Action;
25 (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member
26 definitions; (d) the total number of Workweeks and PAGA Pay Periods each respective Class
27 Member and PAGA Member worked for Defendant during the Class Period and PAGA Period;
28 (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and
the formula for calculating Individual Settlement Payments; (f) the dates which comprise the

1 Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or
2 Notices of Objection; (h) the deadlines by which the Class Member must postmark or email
3 Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims
4 to be released. Settlement, III.10(b). Accordingly, the Class Notice should be approved because
5 it describes the Settlement with sufficient clarity and specificity to explain to Class Members
6 what this action is about, their rights under the Settlement, and how to exercise those rights. As
7 such, the Parties' proposed Class Notice fully complies with California Rules of Court 3.766(d)
8 and 3.769(f) and will allow Class Members to make informed responses to the proposed
9 settlement.

Settlement Administration Duties

10 36. The duties of the Settlement Administrator are spelled out in paragraph 9 of the
11 Settlement and in the bid provided by ILYM Group, Inc., a true and correct copy of which is
12 attached hereto as **Exhibit 5**. *See also* Declaration of Lisa Mullins, Exhibit C.

Settlement Administration Costs

13 37. With regard to the settlement administration costs provision (Settlement,
14 III.11(h)), it is reasonable. Before agreeing to ILYM Group, Inc., the Parties sought and
15 reviewed bids from other reputable third-party administrators and ILYM Group, Inc.'s quote of
16 \$7,950.00 is comparable. The Declaration of Lisa Mullins with attached exhibits, filed under
17 separate cover, sets forth ILYM Group, Inc.'s qualifications and costs to administer the
18 settlement. *See generally*, Declaration of Lisa Mullins. Thus, settlement administration costs
19 provision should be given preliminary approval.

Uncashed Checks

20 38. Participating Class Members shall have one hundred and eighty (180) days from
21 the date of the check's issuance to cash their Individual Settlement Payment checks. The
22 Participating Class Members shall mean all Class Members who do not submit timely and valid
23 Requests for Exclusion. After the expiration of the 180-day period, the Settlement
24 Administrator will transfer the net proceeds represented by Individual Settlement Payment
25 checks remaining un-cashed to the Alameda County Food Bank, a non-profit organization
26 designated by the Parties and to be approved by the Court as the *cy pres* recipient, in full
27 satisfaction of California Code of Civil Procedure Section 384 and the doctrines of *cy pres* and
28 escheat. Settlement, III.11(e).

Notice of Settlement to the LWDA

39. Pursuant to Labor Code § 2699(1)(2), Plaintiff submitted a copy of the Settlement with the Labor and Workforce Development Agency (“LWDA”) at the same time Plaintiff’s Motion is being filed with the Court. A true and correct copy of Plaintiff’s submission with the LWDA and a confirmation email is attached hereto as **Exhibit 6**.

Waiver of the Two-Court-Day Extension for Electronic Service

40. The Parties have agreed that electronic service shall be deemed complete at the time of transmission by email as Defense counsel agreed to waive the two-court-day extension for electronic service set forth in California Code of Civil Procedure section 1010.6(a)(4)(B).

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

Executed on July 10, 2026 at Los Angeles, California.


MARALLE MESSRELIAN,
Declarant

EXHIBIT 1

**STIPULATION FOR CLASS ACTION AND PAGA SETTLEMENT
AND RELEASE OF CLAIMS**

This Stipulation of Class Action Settlement and Release of Claims is entered into by and between Plaintiff DANIEL A. TARACENA ROBLEDO, individually and on behalf of the Settlement Class, and Defendant PLENITUDE FOOD CRAFTS, LLC, subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

1. “Action” or “Lawsuit” refers to the civil action filed July 22, 2025, in the Superior Court of the State of California for the County of Alameda captioned as *DANIEL A. TARACENA ROBLEDO, individually and on behalf of all others similarly situated v. PLENITUDE FOOD CRAFTS, LLC*, Case No. 25CV133325.

2. “Agreement” or “Settlement” or “Settlement Agreement” means this Stipulation for Class Action and PAGA Settlement and Release of Claims.

3. “Class” shall include all persons who are or have been employed by Defendant in California as non-exempt hourly employees during the Settlement Period (“Class Members”).

4. “Class Counsel” means and refers to Maralle Messrelian of MM LAW, APC,

5. “Class Counsel Award” means attorneys’ fees for Class Counsels’ litigation and resolution of this Action and her expenses and costs incurred in connection with the Action, paid from the Gross Settlement Amount.

6. “Class Data” means information regarding Class Members that Defendant will, in good faith, compile from its payroll and other business records and provide to the Settlement Administrator. It shall be formatted in a form acceptable to the Claims Administrator and shall include the following information for each Class Member: (1) employee identification number; (2) full name; (3) last known address; (4) last known home telephone number; (5) Social Security Number; (6) start and end dates of employment; (7) the number of workweeks during the Settlement Period and pay periods during the PAGA Period.

7. “Class Member” shall refer to an employee of Defendant who falls within the definition of the Class.

8. “Class Period” or “Settlement Period” means the period from July 22, 2021, through and including June 30, 2025.

9. “Class Representative” means Plaintiff DANIEL A. TARACENA ROBLEDO in his capacity as the representative of the Class Members.

10. “Class Representative Enhancement” means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action and in exchange for executing the General Release provided herein.

11. “Counsel for Defendant” shall refer to R. Brian Dixon of LITTLER MENDELSON, P.C.

12. “Court” means Alameda County Superior Court.

13. “Defendant” means PLENITUDE FOOD CRAFTS, LLC.

14. “Effective Date” means: (a) the date upon which the time for appeal of the Court’s order granting final approval of the Settlement Agreement expires (i.e. Sixty-one days after the Court enters an Order granting Final Approval); unless (b) an appeal is timely filed, then “Effective Date” means the date of final resolution of any appeal from the order granting final approval of the Settlement Agreement or dismissal of the appeal, provided the terms of this Agreement are approved and accepted without condition or modification in the final resolution of the appeal. Section III(6) shall apply as to the final disposition of any appeal which does not result in the approval and acceptance of the Agreement without condition or modification in the final resolution of the appeal.

15. “Gross Settlement Amount (“GSA”)” means Three Hundred Thirty-Five Thousand Dollars (\$335,000.00), which includes the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

16. “Individual Settlement Payment” means the amount from the Net Settlement Amount ultimately distributed to each Settlement Class Member.

17. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Enhancement, the PAGA Payment, and Settlement Administration Costs.

18. “Notice Packet” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A.

19. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

20. “PAGA Individual Payment” means the amount paid from the PAGA Payment to PAGA Settlement Class Members.

21. “PAGA Letter” means the notice, pursuant to California Labor Code section 2699.3, that Class Counsel conveyed to the California Labor and Workforce Development Agency (“LWDA”) on May 9, 2025, describing Defendant’s alleged violations under the California Labor Code.

22. “PAGA Payment” means the portion of the Gross Settlement Amount that is designated as civil

penalties pursuant to PAGA in the total amount of Thirty Thousand Dollars (\$30,000.00).

23. “PAGA Period” means the period of time from May 9, 2024, through June 30, 2025.

24. “PAGA Settlement Class Members” means those Class Members who were employed by Defendant in California as non-exempt hourly employees during the PAGA Period, regardless of whether the Class Member submitted a valid Request for Exclusion or otherwise opted out of the Settlement.

25. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

26. “Plaintiff” means DANIEL A. TARACENA ROBLEDO.

27. “Preliminary Approval Date” means the date on which the Court enters an order granting preliminary approval of the Settlement.

28. “Released Class Claims” means that Plaintiff, individually and in his representative capacity on behalf of the Settlement Class, will release the Released Parties of those claims that arose during the Class Period and that were or could have been pleaded in the Complaint in the Action based upon the factual allegations therein. The “Released Class Claims” include, but are not limited to, those for: (1) Failure to pay all wages earned for hours worked at the correct rates of pay (Cal. Labor Code §§ 510, 1194, 1197 and 1198, Wage Order 1, paragraphs 2(H), 3 and 4,); (2) Failure to provide rest breaks (Cal. Labor Code §§ 226.7 and 1198); (3) Failure to provide meal periods (Cal. Labor Code §§ 226.7, 512 and 1198 and Wage Order 1, paragraph 12); (4) Failure to indemnify (Cal. Labor Code § 2802 and Wage Order 1, paragraph (9 (A) and (B))); (5) Failure to provide accurate itemized wage statements (Cal. Labor Code § 226); (6) Failure to pay wages owed every pay period (Cal. Labor Code § 204); (7) Failure to pay wages when employment ends (Cal. Labor Code §§ 201-203); (8) Unfair competition under Business and Professions Code § 17200 et seq; (9) claims for failure to comply with the overtime, minimum wage, meal period, rest period, expense reimbursement or record keeping provisions in the applicable California IWC Wage Order; and (10) claims premised upon the alleged failure to include bonuses and other nondiscretionary income in the regular rate of pay when paying overtime, meal or rest premiums, paid sick leave or other wages that applicable law requires be paid at the regular rate or a multiple thereof, based on the Labor Code sections alleged and with respect to the statutory penalties claimed in the Action or any source of obligation as a basis for claiming such penalties during the Settlement Period against the Released Parties. The release of the Released Class Claims shall be given full res judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar any other individual or entity from filing or pursuing the Class Released Claims against

the Released Parties in any forum.

29. “Released PAGA Claims” means that Plaintiff, as a private attorney general on behalf of the State of California including the California Labor and Workforce Development Agency (“LWDA”), will release those claims for civil penalties that arose during the PAGA Period and that were or could have been pleaded in the Complaint in the Action based upon the facts set forth in the PAGA Notice Plaintiff submitted to the California Labor and Workforce Development Agency. The Released PAGA Claims include, but are not limited to, those for civil penalties arising from the alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802. The release of Released PAGA Claims shall apply regardless of whether a Class Member submitted a valid Request for Exclusion or otherwise opted out of the Settlement. The release of Released PAGA Claims shall be given full res judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar the LWDA and any other individual or entity from filing or pursuing the Released PAGA Claims against the Released Parties in any forum.

30. “Released Parties” means: (i) Defendant Plenitude Food Crafts, LLC; (ii) Defendant’s past and present parents, subsidiaries and affiliates including without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with Defendant; (iii) the past and present shareholders, directors, officers, agents, employees, members, consultants, benefit plans, successor and assigns of any of the foregoing; and (iv) any individual or entity that could be jointly liable with the foregoing.

31. “Request for Exclusion” means a written statement from a Class Member requesting exclusion from the Settlement Class. To be effective, the Request for Exclusion must be in the form described in Section III(10)(g), post-marked by the Response Deadline and received by the Settlement Administrator.

32. “Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and is the last date on which Class Members may submit Requests for Exclusion or Objections to the Settlement, subject to the following: Those Class Members who receive a re-mailed Class Notice, will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion, disputes concerning the calculation of Individual Settlement Payments, or an objection to the Settlement.

33. “Settlement Administrator” or “Claims Administrator” means ILYM Group, Inc., or any other

third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties and their Counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. “Settlement Class Members” or “Settlement Class” means all Class Members who do not timely submit a valid Request for Exclusion to be excluded from the Class as provided for in this Agreement.

II. RECITALS

1. On July 22, 2025, Plaintiff filed a putative class action Complaint against Defendant in Alameda County Superior Court captioned as *DANIEL A. TARACENA ROBLED0, individually and on behalf of all others similarly situated v. PLENITUDE FOOD CRAFTS, LLC, and Does 1 to 25, inclusive*, Case No. 25CV133325. Plaintiff alleges that Defendant is liable to Plaintiff and to all its other hourly, non-exempt employees for the failure to: (1) pay all wages, including minimum, regular, overtime and double time wages at the correct rates of pay in violation of Labor Code §§ 510, 1194, 1197 and 1198 and Wage Order 1, paragraphs 2(H), 3 and 4; (2) authorize and permit rest breaks and provide premiums for missed rest periods in violation of Labor Code §§ 226.7 and 1198 and Wage Order 1, paragraph 12; (3) provide all meal periods and provide premiums for missed meal periods in violation of Labor Code §§ 226.7, 512 and 1198 and Wage Order 1, paragraph 11; (4) indemnify for necessary work-related expenditures in violation of Labor Code §§ 1198 and 2802 and Wage Order 1, paragraphs 9(A) and (B); (5) issue accurate and complete itemized wage statements in violation of Labor Code § 226; (6) pay the wages due every pay period in violation of Labor Code § 204; (7) failure to pay wages upon termination of employment in violation of §§ 201-203 of the Labor Code, and (8) unfair competition in violation of Business & Professions Code §§ 17200, et seq., all for which Plaintiff sought minimum, regular, overtime, double-time, vacation, reporting pay and recovery time wages, premiums for missed meal and rest periods and split shifts, liquidated damages, restitution, interest, statutory penalties payable to the affected employees, and (9) civil penalties payable to the State of California pursuant to the Private Attorney General’s Act, Labor Code §§ 2698 et seq., declaratory relief and costs of suit and attorneys’ fees.

2. The Parties engaged in a voluntary exchange of information concerning the claims and defenses set forth in the Action, including Defendant’s policies and practices regarding the alleged violations, and extensive class payroll and assignment data. The Parties additionally have each conducted independent investigations and fact finding.

3. On February 9, 2026, the parties engaged in mediation (the “Mediation”) under the guidance of an experienced wage and hour neutral, Lisa Klerman, Esq. At the conclusion of the Mediation, Ms. Klerman made a mediator’s proposal, which the Parties subsequently both accepted with several additional conditions.

4. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff’s claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders.

5. The Plaintiff and Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on her own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

III. TERMS OF AGREEMENT

1. Settlement Consideration. Defendant shall pay the Maximum Settlement Amount and the payroll taxes as specified in Section III(11)(c) of this Agreement. Defendant shall not be required to pay more than the Gross Settlement Amount except for its share of payroll taxes as described in Section III(11)(c) and except in the case the number of workweeks increases as provided in Section III(14). This settlement is non-reversionary and none of the Gross Settlement Amount shall revert to Defendant.

2. Release By All Settlement Class Members. Upon the date Defendant fully funds the Gross Settlement Amount with the Settlement Administrator (the “Funding Date”), each Class Member (including Plaintiff) who does not timely submit a valid Request for Exclusion, shall, for the Class Period, fully release and forever discharge the Released Parties from the Released Class Claims and each PAGA Class Member shall fully release and forever discharge the Released PAGA Claims. Notwithstanding a Class Member’s Request for

Exclusion, a Class Member will be deemed to have released claims made by or on behalf of the Class Member under PAGA.

3. General Release by Plaintiff. In addition to the Settlement Class Members' Released Claims described above, in exchange for the consideration recited in this Agreement, including but not limited to the Class Representative Enhancement, Plaintiff releases, acquits, discharges, and covenants not to sue any of the Released Parties for any claim, whether known or unknown, which he has ever had, or hereafter may claim to have, arising on or before the date he signs this Agreement, including without limitation to, any claims relating to or arising out of any aspect of his relationship with Defendant, or the termination of that relationship, any claims for discrimination, harassment or retaliation on any basis, any claims for unpaid compensation, wages, reimbursement for business expenses, penalties, or waiting time penalties under the California Labor Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, et seq., or any state, county or city law or ordinance regarding wages or compensation; any claims for employee benefits, including without limitation, any claims under the Employee Retirement Income Security Act of 1974; any claims of employment discrimination on any basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code, or any other state, county or city law or ordinance regarding employment discrimination, harassment or retaliation. In particular and without limitation, Plaintiff releases the Released PAGA Claims. Plaintiff acknowledges that he has received all leave from work which he desired or required, received any accommodations necessary to perform his job duties, knows of no industrial injury or illness arising out of the course and scope of his employment with Defendant and has been reimbursed for all expenses incurred in the course of his employment. Plaintiff acknowledges and agrees that the foregoing general release is given in exchange for the consideration provided to him under this Agreement by Defendant. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released by private agreement regardless of court approval.

Plaintiff expressly waives any rights or benefits available to him under the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

Plaintiff understands fully the statutory language of Civil Code section 1542 and, with this understanding, nevertheless elects to, and does, assume all risks for claims that have arisen, whether known or unknown, which he ever had, or hereafter may claim to have, arising on or before the date of his signature to this Agreement, and specifically waives all rights he may have under California Civil Code section 1542.

4. Nothing in this Agreement, including the General Release by Plaintiff, shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex, failure to prevent an act of workplace harassment or discrimination based on sex, or act of retaliation against a person for reporting harassment or discrimination based on sex related to the Action or waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendant, or on the part of the agents or employees of the Defendant, when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, prevents Plaintiff from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information, or limits Plaintiff from exercising rights under Section 7 of the National Labor Relations Act to engage in protected, concerted activity with other employees, although by signing this Agreement Plaintiff is waiving rights to individual relief (including backpay, front pay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or an award from a government agency (and not the Released Parties) for information provided to the government agency or where otherwise prohibited.

5. Non-Disparagement. Plaintiff shall direct all inquiries about his employment with Defendant to Defendant's Director of Human Resources, who will confirm Plaintiff's dates of employment. No other comments shall be made by Defendant's Director of Human Resources or Plaintiff's manager about Plaintiff or his work history.

6. Certification of the Settlement Class and Nullification of Settlement Agreement. The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits the Released Parties from obtaining a complete resolution of the claims as described herein:

a. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

b. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

c. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

7. Tax Treatment.

a. The Parties, Class Counsel and Defense Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes and penalties found to be due from or against a Settlement Class Member as a result of the Individual Settlement Payments described herein and will hold the Plaintiff and the Released Parties, Class Counsel and Defense Counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from the tax treatment of the payments made pursuant to this Agreement, including the treatment of such payments as not subject to withholding or deduction for income or payroll taxes.

b. All Parties represent that they have not received and shall not rely on advice or representations from the other Party or his/its agents regarding the tax treatment of payments under federal, state, or local law.

c. Circular 230 Disclaimer. Each Party acknowledges and agrees that (1) no provision of this Agreement, and no communication or disclosure between the Parties or their counsel, is intended to be, or shall be construed or relied upon as, tax advice within the meaning of United States Treasury Department Circular 230

(31 C.F.R. Part 10, as amended); and (2) each Party has relied exclusively upon its own independent legal and tax counsel for advice, including tax advice, in connection with this Agreement.

8. Preliminary Approval Motion. Plaintiff and Class Counsel shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. The Order Granting Preliminary Approval shall be in a form substantially similar to Exhibit B. Any dispute regarding forms of notices and other documents necessary to implement the Settlement contained in the Stipulation, if not timely resolved among the Parties, shall be referred to the Court.

9. Settlement Administrator. The Settlement Administrator shall be responsible for: (a) processing and mailing payments to the Class Representative, Class Counsel, LWDA and Settlement Class Members; (b) printing and mailing the Notice Packets to the Class Members as directed by the Court; (c) receiving and reporting the objections and Requests for Exclusion; (d) distributing tax forms to the Settlement Class Members; (e) providing declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement; (f) calculating and withholding all taxes from the wage portion of the payments to Settlement Class Members; (g) calculating and notifying Defendant of its portion of the taxes on the wage portion of the payments to Settlement Class Members and accepting payment of such taxes from Defendant; (h) timely depositing all tax payments with the appropriate government entities; and (i) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

10. Settlement Administration.

a. Class Data. No later than fifteen (15) days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to Class Members. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiff or any third party or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.

b. Notice Packets. The Notice Packet shall contain the Notice of Class Action Settlement, in a form substantially similar to the form attached hereto as Exhibit A. The Notice of Class Action Settlement shall set forth the material terms of the Settlement, including the release to be given by all members of the Settlement Class who do not request to be excluded from the Settlement Class. The Notice Packet also shall be individualized by including the Class Members' starting and ending dates of employment during the Class Period, the number

of workweeks and pay periods, and the estimated amount of their Individual Settlement Payment and PAGA Individual Payment.

c. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database and/or similar database(s) to update and correct any known or identifiable address changes. No later than fifteen (15) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. In the event more than one address is identified, then the Settlement Administrator shall mail the Notice Packet to each potentially valid address.

d. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator.

e. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the workweeks worked by Class Members stated on the Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary workweeks. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. If the Parties cannot agree, the dispute shall be submitted to the Court for resolution. In the resolution of any dispute the Defendant's records shall be final and conclusive as to the facts on which any dispute is based.

f. Disputes Regarding Administration of Settlement. Any disputes not subject to resolution by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court or the Settlement Administrator, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

g. Request for Exclusion. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator a written statement requesting exclusion from the Settlement. The written statement must: (1) explicitly and unambiguously state the following statement or similar statement: “I wish to exclude myself from the settlement reached in the matter of *Robledo v. Plenitude Food Crafts, LLC*. I understand by excluding myself, I will not receive any money from the class settlement reached in this matter.”; (2) contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address in the Notice Packet. The Request for Exclusion will not be valid if it is not timely submitted by the Response Deadline and received by the Settlement Administrator. The date of the postmark on the return mailing envelope transmitting the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, all PAGA Settlement Class Members will receive their PAGA Individual Payments and will be releasing their PAGA claims since they cannot opt out of the PAGA settlement. Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement.

h. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may serve on the Settlement Administrator by first class mail or via fax a written statement of objection (“Notice of Objection”) by the Response Deadline, or appear in person at the Final Approval Hearing. The date of the postmark on the envelope transmitting the Objection shall be deemed the exclusive means for determining that a Notice of Objection was submitted timely. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member’s Social Security number and/or the Employee ID number; (4) the basis for the objection; and (5) whether the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. At

no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or solicit or encourage Settlement Class Members to appeal from the Order and Final Judgment. Class Members who submit a Request for Exclusion are not entitled to object to the Settlement.

i. **Status Reports.** The Settlement Administrator shall provide counsel for the Parties with weekly reports certifying the number of Notice Packets mailed, the number of Class Members who have submitted Requests for Exclusion or Notices of Objection, including those received within the extended response deadline for remailed notices, and any disputes submitted regarding the information in the Notice Packets. No later than fifteen (15) days after the Response Deadline with the extension for remailed notices (which is thirty (30) days after the Response Deadline without consideration for remailed notices), the Settlement Administrator shall provide counsel for both Parties with a final list of all Class Members who submitted valid and timely Requests for Exclusion (the "Exclusion List") and a separate list of those who submitted invalid or untimely requests. Upon completion of all disbursements and administration of the Settlement, the Settlement Administrator shall promptly provide a written declaration under oath certifying such completion to the Court and to counsel for all Parties.

11. **Funding and Allocation of the Gross Settlement Amount.** No later than fifteen (15) calendar days after the Effective Date, Defendant shall provide the Gross Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this Agreement. The date on which Defendant fully funds the Gross Settlement Amount is referred to herein as the "Funding Date."

a. **PAGA Payment.** As one part of the Motion for Order Granting Preliminary Approval, Plaintiff and Class Counsel shall seek approval from the Court of the PAGA Payment of Thirty Thousand Dollars (\$30,000.00). Any portion of the requested PAGA Payment that is not approved by the Court shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay Sixty-Five percent (65% or Nineteen Thousand Five Hundred Dollars (\$19,500.00)) of the approved PAGA Payment to the California Labor and Workforce Development Agency ("LWDA")(the "LWDA Payment") no later than thirty (30) calendar days after the Effective Date. The Settlement Administrator shall pay Thirty-Five Percent (35% or Ten Thousand Five Hundred Dollars (\$10,500.00)) of the approved PAGA Payment (the "PAGA Fund") to the PAGA Settlement Class Members no later than thirty (30) calendar days after the Effective Date. The PAGA Individual Payment paid to each PAGA Settlement Class Member shall be calculated by dividing Thirty-Five Percent (35%) of the approved PAGA

Payment by the number of pay periods worked by all PAGA Settlement Class Members during the PAGA Period and then multiplying the result by the number of pay periods worked by each PAGA Settlement Class Member during the PAGA Period. For tax purposes, one hundred percent (100%) of each PAGA Individual Payment shall constitute penalties and interest, and the Settlement Administrator shall, when required by law, issue an IRS Form 1099 to each PAGA Settlement Class Members for such payment. Each PAGA Settlement Class Member shall be credited with at least one (1) pay period during the PAGA Period.

b. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount no later than Thirty (30) days after the Effective Date. Individual Settlement Payments shall be calculated by dividing the Net Settlement Amount by the total workweeks worked by all Class Members and then multiplying the result by the number of workweeks worked by each Class Member during the Class Period to calculate each Settlement Class Member's estimated Individual Settlement Payment. Notwithstanding the calculation set forth above, the entire Net Settlement Amount shall be distributed to Participating Class Members. If any Class Member submits a valid and timely Request for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment of each Participating Class Member according to his or her number of workweeks worked during the Class Period, such that one hundred percent (100%) of the Net Settlement Amount is distributed to Participating Class Members. No portion of the Net Settlement Amount shall revert to Defendant. Each Class Member shall be credited with at least one (1) workweek during the Class Period.

c. Tax Allocation. For tax purposes, the Individual Settlement Payments shall be allocated Fifteen Percent (15%) to the payment of wages and other taxable damages, which will be subject to income and payroll tax withholding and all other authorized and required deductions and Eighty-Five Percent (85%) to interest, penalties, and liquidated damages, and other damages which are not subject to income or payroll tax withholding, but which are subject to all other required authorized deductions. All applicable deductions or withholdings required by law or expressly authorized by the Settlement Class Member, including payments of any applicable garnishments and liens, will be withheld from the Individual Settlement Payment. It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Settlement Class Members all applicable taxes including all federal, state, and local income and payroll taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur. It shall also be

the responsibility of the Settlement Administrator to timely and properly calculate the Defendant's share of all applicable payroll taxes which are not withheld from the portion of the Individual Settlement Payments allocated to wages, and to notify the Defendant of the total amount of such taxes so they may be transmitted to the Settlement Administrator by the Defendant to be deposited with the appropriate taxing authorities when Individual Settlement Payments are paid. The Defendant shall pay the payroll taxes to the Settlement Administrator within Fifteen (15) days of receipt of notice as to the amount due from the Settlement Administrator.

d. Mailing. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address no later than thirty (30) calendar days after the Effective Date.

e. Expiration. Any checks issued to Settlement Class Members shall remain valid and negotiable for One Hundred and Eighty (180) days from the date of their issuance. If a Settlement Class Member does not cash his or her settlement check within One Hundred and Eighty (180) days, the Claims Administrator shall pay the Alameda County Food Bank the net proceeds of the uncashed checks within Fifteen Days (15) days of the check cashing deadline. The Parties agree that this obligation shall satisfy and fully discharge Defendant's obligations under California Code of Civil Procedure Section 384 and the doctrines of *Cy Pres* and *escheat*.

f. Class Representative Enhancement. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the Class Representative Enhancement Payment. Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement of up to Ten Thousand Dollars and No Cents (\$10,000.00) to Plaintiff. The Class Representative Enhancement is the sole and exclusive consideration to Plaintiff for the Released Claims, a General Release, and for Plaintiff's time, effort, and risk in bringing and prosecuting the Action. The Settlement Administrator shall pay the Class Representative Enhancement to Plaintiff from the Gross Settlement Amount no later than thirty (30) calendar days after the Effective Date. Any portion of the requested Class Representative Enhancement that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for his Class Representative Enhancement. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his respective Class Representative Enhancement and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative

Enhancement. The Class Representative Enhancement shall be in addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member. In the event that the Court reduces or does not approve the requested Class Representative Enhancement, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

g. Class Counsel Award. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the attorneys' fees and costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed one third (1/3d) of the Gross Settlement Amount, one third (1/3d) of the Gross Settlement Amount being One Hundred Eleven Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$111, 666.67). Additionally, Defendant agrees not to oppose or object to any application or motion by Class Counsel for costs not to exceed Sixteen Thousand Dollars (\$16,000.00) from the Gross Settlement Amount for all past and future litigation costs and expenses necessary to prosecute, settle and administer the Action as supported by a declaration from Class Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and costs have been settled by this Agreement and that neither Plaintiff, Settlement Class Members, nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from the Released Parties except as set forth in this Agreement. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Class Counsel Award to Class Counsel from the Gross Settlement Amount no later than thirty (30) calendar days after the Effective Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this section. The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this section. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

h. Settlement Administration Costs. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of payment to the Settlement Administrator of the costs of administration of the Settlement from the Gross Settlement Amount. Defendant agrees not to oppose or object to any application or motion by Plaintiff for payment of up to Seven Thousand Nine Hundred Fifty Dollars (\$7,950.00) to the Settlement Administrator. Any portion of the requested payment to the Settlement Administrator that is not awarded to the Settlement Administrator shall be part of the Net Settlement Amount and shall be distributed to

Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Settlement Administration Costs no later than thirty (30) calendar days after the Effective Date.

12. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, which motion shall request final approval of the Settlement and the amounts payable for the Class Representative Enhancement, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

a. Final Approval Order and Judgment. Plaintiff shall present an Order Granting Final Approval of Class Action Settlement and Entering of Judgment to the Court for its approval, in the form substantially similar to Exhibit C. The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall be lodged with the Court no later than seven (7) days before the Final Approval Hearing. Plaintiff shall be responsible for drafting and filing the motion for Final Approval and for entry of Judgment. Plaintiff will provide Defendant with a copy of the motion(s) within reasonable time before the filing of the motion(s). The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall, among other things:

- i. Find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Stipulation of Settlement;
- ii. Certify the Class for Settlement purposes only;
- iii. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, adequate, and in the best interests of each of the Parties and the Class Members, and directing consummation of its terms and provisions;
- iv. Approve Class Counsel's application for an award of attorneys' fees and costs, and the Class Representative Enhancement;
- v. Approve the payment of reasonable Settlement Administration Costs;
- vi. Enter Judgment pursuant to California Rules of Court, rule 3.769(h);
- vii. Permanently bar Plaintiff and all Class Members who have not been timely and validly excluded from the Settlement from filing or prosecuting any of the Class Released Claims against the Released Parties; and
- viii. Permanently bar the LWDA and any other individual or entity from filing or prosecuting any of the Released PAGA Claims against the Released Parties.

b. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement, not committed to resolution in the discretion of the Settlement Administrator as provided in this Agreement, shall be presented by motion to the Court. Notice of the Final Judgment shall be given by Plaintiff to Defendant and the Class Members as set forth in the Order Granting Final Approval of Class Action Settlement and Entering of Judgment, which notice shall satisfy the requirements of California Rules of Court, rule 3.771.

13. Defendant's Option to Terminate Settlement. If members of the Settlement Class representing Five Percent (5%) or more of the Net Settlement Amount timely submit requests for exclusion or opt-out forms, Defendant shall have the right (but not the obligation) to void the settlement within Fifteen (15) business days of the Defendant's receipt of the final list of the Settlement Administrator as described in section III(10)(i) of this Agreement. If Defendant exercises the option to terminate this Settlement, Defendant shall so notify Plaintiff's Counsel and the Settlement Administrator within Fifteen (15) business days of the Defendant's receipt of the final list of the Settlement Administrator as described in section III(10)(i) of this Agreement.

14. Adjustment for Revised Workweeks. The Parties' settlement was premised upon Defendant's representation that there were 15,718 workweeks between July 22, 2021, and June 30, 2025. Should the workweeks in the Class Period exceed that number by more than 10% (i.e., more than 17,290 workweeks), Defendants shall have the sole option of: (1) increasing the GSA on a *pro-rata* basis equal to the percentage increase in the number of workweeks worked by the Class Members above ten percent (10%) (e.g., if the number of workweeks increases by 11% to 17,447 workweeks, the GSA will increase by 1%); or (2) adjusting the end date of the Class Period so that it includes no more than 17,290 workweeks. Defendant shall verify the Workweeks and notify Plaintiff's counsel whether the escalator clause has been triggered, and if so, its chosen option, prior to the filing of Plaintiff's motion for preliminary approval.

15. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant-sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going

forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy, or bonus program. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

16. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Settlement Class:

MM Law, APC
Maralle Messrelian
500 North Brand Blvd. Suite 2000
Glendale, CA 91203
Telephone: (818) 810-7747
Fax: (818) 230-9018

To Defendant:

LITTLER MENDELSON, P.C.
R. Brian Dixon
101 Second Street, Suite 1000
San Francisco, CA 94104
Telephone: (415) 433-1940
Facsimile: (415) 399-8490

17. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

18. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

19. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

20. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or a Party's legal counsel are merged herein. No rights hereunder may be waived except in writing.

21. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe it as valid to the fullest extent possible consistent with applicable law, so as to render all provisions of this Agreement valid and enforceable.

22. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than another by virtue of having been prepared by counsel for one of the Parties, all Parties having contributed to its preparation through arm's-length negotiation.

23. **Enforcement Actions.** In the event any Party institutes a legal action or proceeding to enforce the provisions of this Agreement or to declare rights or obligations under it, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action.

24. **No Related Matters.** The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending action asserting claims that would be extinguished or affected by this Settlement.

25. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrant that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

26. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

27. **California Law Governs.** All terms of this Agreement and the Exhibits hereto and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of California.

28. **Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

29. **This Settlement Is Fair, Adequate and Reasonable.** The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

30. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

31. Waiver of Certain Appeals. The Parties agree, with the exception of the attorneys' fees award, provided the attorneys' fees sought do not exceed the amount provided herein, to waive any and all rights to appeal, this waiver being contingent upon the Court entering the Final Judgment as provided herein. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter the judgment.

32. No Admissions. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and continues to claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this

[remainder of page is blank]

Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

IN WITNESS THEREOF, this Stipulation of Class Action Settlement and Release of Claims is executed by the Parties and their authorized attorneys, as of the day and year herein set forth.

DATED: 07/08/2026

By: 
Daniel A. Taracena Robledo (Jul 8, 2026 18:37:06 PDT)

DANIEL A. TARACENA ROBLEDO

DATED: July 8, 2026

PLENITUDE FOOD CRAFTS, LLC

By: Brian M. Wood
Title: Managing Member

APPROVED AS TO FORM:

DATED: 7/8/2026

MM LAW, APC

By: 
Maralle Messrelian
Attorneys for Plaintiff
DANIEL A. TARACENA ROBLEDO,
on behalf of himself and the Settlement Class

DATED: 7/9/26

LITTLER MENDELSON, P.C.

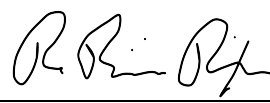
By: 
R. Brian Dixon
Attorneys for Defendant
PLENITUDE FOOD CRAFTS, LLC

EXHIBIT A

Robledo v. Plenitude Food Crafts, LLC
Superior Court of the State of California, for the County of Alameda
Case No. 25CV133325

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All non-exempt, hourly employees of Defendant Plenitude Food Crafts, LLC, (“Defendant”) who worked in the State of California at any time from July 22, 2021, through and including June 30, 2025 (“Class Members”).

To: All non-exempt, hourly employees of Defendant who worked in California at any time from May 9, 2024, through June 30, 2025 (“PAGA Members”).

On [REDACTED], the Honorable Somnath Raj Chatterjee of the Alameda County Superior Court granted preliminary approval of this Class and PAGA action settlement and ordered the litigants to notify all Class and PAGA Members of the settlement.

You have received this notice because Defendant’s records indicate that you are a Class Member and are therefore entitled to a payment from the settlement. Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED]:00 a.m./p.m. on [REDACTED], 2026 in Department 21 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing remotely, which can be set up through Zoom. See <https://www.alameda.courts.ca.gov/general-information/remote-appearances> for more information about how to make a remote appearance.

The Final Fairness Hearing may be rescheduled by the Court for another date and/or time. Please visit the Court’s website at <https://eportal.alameda.courts.ca.gov> for any scheduling changes.

Please note that you can participate in the PAGA settlement only if you were a Class member and you were employed between May 9, 2024, through June 30, 2025. If you are a PAGA Member and the settlement is approved, you will, without further action on your part, receive a portion of the PAGA settlement. You cannot object to or opt out of the terms of the PAGA settlement.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as ‘eCourt Public Portal,’ at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the ‘Search’ tab at the top of the page, then select the Document Downloads link, enter the case number and click ‘Submit.’ Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be eligible for payments from the Class Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the actions during the Class Period from July 22, 2021, through and including June 30, 2025.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Amount and will not be bound by the terms of the proposed class settlement. To opt out of the Released Class Claims, you must submit a written Request for Exclusion by [DATE]. Once excluded, you will not release the Released Class Claims and you will not receive a payment from the Class Fund. <i>See below for more information.</i> You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Settlement Class Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
The Opt-out Deadline is [DATE]	
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Settlement, but not the PAGA settlement.
Written Objections Must be Submitted by [DATE]	
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 21 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Class Fund and the PAGA Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Plaintiff Daniel A. Taracena Robledo, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) fail to pay for all hours worked at the correct rate of pay, (2) fail to provide rest breaks, (3) fail to provide meal periods, (4) fail to reimburse work-related expenses, (5) fail to provide accurate wage statements, (6) fail to pay all wages due every pay period, (7) fail to pay all wages due at termination, and for (8) civil penalties under the Private Attorney General's Act, and (9) unfair competition.

Counsel for Plaintiff ("Class Counsel"), has investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$335,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a class representative enhancement payment of \$10,000 to Plaintiff, for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendant; (3) \$111,666.67 in attorneys' fees and \$16,000 litigation costs and expenses payable to Plaintiff's counsel; (4) a \$30,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$19,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$10,500 payment ("PAGA Fund") to be distributed among PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$7,950. After deducting the above payments, a total of approximately \$159,383.33 will be allocated to Class Members ("Net Settlement Amount" or "Class Fund"). Additionally, all PAGA Members will receive a proportional share of the \$10,500 PAGA Fund.

Payments from the Class Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from July 22, 2021, through and including June 30, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Class Fund, the Settlement Administrator will use the following formula: The Class Fund will be divided by the aggregate total number of Workweeks in the Class Period, resulting in the Class per-workweek value. Each Class Member's share of the Class Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Class per-workweek value. The Individual Settlement Payment will be reduced by any including all authorized and required deductions, including the employee's share of tax withholdings.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the Net Settlement Amount is approximately \$[REDACTED].

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from May 9, 2024, through June 30, 2025 ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Fund will be divided by the aggregate total number of Pay Periods in the PAGA Period, resulting in the PAGA per-pay-period value. Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Pay Periods in the PAGA Period by the PAGA per-pay-period value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive his or her portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of [redacted] Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [redacted].

Your Estimated Total Payment: Based on the above, your estimated total payment from the settlement is approximately \$ [redacted]. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

ILYM Group, Inc.
c/o [redacted]
Fax No. [redacted]

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 15% of each Class Settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 85% of the Class Settlement will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. The PAGA Settlement payments are allocated to non-wages for which IRS Forms 1099-MISC will be issued if required.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and the Released PAGA Claims.

“Released Class Claims” means (1) all failures to pay for all hours worked at the correct rate of pay, (2) all failures to provide rest breaks, (3) all failures to provide meal periods, (4) all failures to reimburse work-related expenses, (5) all failures to provide accurate wage statements, (6) all failures to pay all wages due every pay period, (7) all failures to pay all wages due at termination, and (8) all claims of unfair competition.

Additionally, if the Court grants final approval, the State of California and the LWDA will be deemed to have released or waived the **“Released PAGA Claims”**: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiffs' LWDA letter during the PAGA Period.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 2 – Opt Out of the release of the Released Class Claims If you do not wish to release any of the Class Released Claims, you may exclude yourself from the release by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement and do not wish to release the Class Released Claims. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent or fax, to the address or fax number below.

ILYM Group, Inc.
c/o [REDACTED]
Fax No. [REDACTED]

The Request for Exclusion must be postmarked or faxed not later than [REDACTED], 2026. If you submit a Request for Exclusion which is not postmarked or faxed by [REDACTED], 2026, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will:

- Not release the Released Class Claims and will not receive a payment from the Class Fund.
- If you are a PAGA Member, you will still receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement If you are a Class Member and you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed or faxed to the administrator at the mailing address or fax number [REDACTED].

All written objections must be received by the administrator by not later than [REDACTED] 2026. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for [REDACTED] at [REDACTED] a.m./p.m. in the Superior Court of the State of California, for the County of Alameda in Department 21 and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, and the Court overrules your objection, you will still be entitled to your share of the settlement money. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Maralle Messrelian
MM Law, APC
500 North Brand Blvd., Suite 2000
Glendale, CA 91203
Phone: (818) 810 -7747

The pleadings and all other records from this Action may be examined by inspecting the Court file at the Clerk's Office of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California 94612. You can also find the settlement agreement, by accessing the Court's website at <https://portal.alameda.courts.ca.gov>.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

EXHIBIT 2



M M L A W
A Professional Corporation

500 N. Brand Blvd., Suite 2000
Glendale, CA 91203
Tel: 818-810-7747
Fax: 818-230-9018
maralle@mmlawapc.com

May 9, 2025

NOTICE VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency (LWDA)
Attn: PAGA Administrator
<https://dir.tfaforms.net/308>

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Plenitude Food Crafts, LLC
c/o Brian Michael Wood, Agent
901 Gilman Street, Ste. B
Berkeley, CA 94710

**Re: Daniel A. Taracena Robledo/Plenitude Food Crafts, LLC
Private Attorneys General Act**

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA"), Mr. Daniel A. Taracena Robledo (hereafter "Robledo") provides notice on behalf of himself and of all individuals currently and formerly employed at all locations in California, as non-exempt or hourly paid employees (hereafter the "Aggrieved Employees"), by Plenitude Food Crafts, LLC and Brian Michael Wood (hereafter collectively "PLENITUDE"), of violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802. Brian Michael Wood is being included in this PAGA notice pursuant to Labor Code Section 558.1 as he was or is an owner/director/managing agent of Plenitude Food Crafts, LLC, was involved in the day-to-day operations of the business, and as such, controlled the wages, hours, and working conditions of Robledo and the other Aggrieved Employees. On behalf of himself and all other Aggrieved Employees, Robledo hereby provides this notice to the Labor & Workforce Development Agency and PLENITUDE and its agents and representatives.

At all relevant times, PLENITUDE has employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Robledo and the Aggrieved Employees are "employees" within the meaning of Wage Order 7-2001 (hereafter "the Wage Order") § 2, subdivision (E) and "Aggrieved Employees" within the meaning of Labor Code § 2699, subdivision (c).

It is our position that due to personally suffering the below violations, Robledo can equivocally bring the following labor code violations on behalf of all other employees, including ALL hourly, non-exempt employees who worked for PLENITUDE anywhere in the state of California (at all different locations) during the relevant PAGA period.

STATEMENT OF FACTS

PLENITUDE began to employ Robledo in or around May 2023 to work at its Starter Bakery located at 901 Gilman Street, Berkeley CA 94710. Robledo generally worked Wednesday to Sunday, from approximately 3:00 a.m. to 11:30 a.m. Robledo's job tasks included laminating dough and preparing and baking bread. Robledo's employment ended on or around March 2, 2025.

At all relevant times, PLENITUDE has issued wages to Robledo and all of the other Aggrieved Employees on a bi-weekly basis and paid him by the hour. At all relevant times, PLENITUDE has classified Robledo and all of the other Aggrieved Employees as a non-exempt employee entitled to the protections of the Labor Code and the Wage Order. Robledo's latest rate of pay was approximately \$19.42 per hour.

It is our position that PLENITUDE has violated numerous Labor Code Sections against Robledo and the other Aggrieved Employees.

PLENITUDE has failed to pay Robledo and the other Aggrieved Employees for all time worked or subject to its control. "Off the clock" work included Robledo receiving phone calls or text message on his personal cell phone from PLENITUDE management, including manager Ana (last name unknown) regarding work-related issues and scheduling. Furthermore, to the extent Robledo and the Aggrieved Employees have worked through their meal periods and those meal periods were interrupted, they were not compensated for that time, which would be akin to a minimum wage violation.

Due to the above "off the clock" violations, PLENITUDE has failed to pay Robledo and the Aggrieved Employees properly-calculated overtime wages. Robledo's and the Aggrieved Employees' actual work hours, which included the "off the clock" work as described above, entitled them to overtime, however, it was not company policy to keep accurate track of all hours worked and to pay employees, like Robledo, the accurate amount of overtime, especially since the "off the clock" work was not factored into the equation. Furthermore, any incentive payments and/or bonus payments were not factored into the employees' regular rate of pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into the correct meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

PLENITUDE has failed to provide all compliant meal periods and authorize and permit all compliant rest periods to which Robledo and the other Aggrieved Employees were entitled. Robledo is entitled to take off-duty, uninterrupted 30-minute meal periods before the fifth hour of work and to take uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked. Due to the workload, Robledo and the other Aggrieved Employees would not always be able to take timely, uninterrupted meal periods before the 5th hour worked. For example, even though Robledo would start his work shift at 3:00 a.m., at times Robledo would not be able to take a meal break until 8:30 a.m. It is important to note that Robledo and the other employees would have to wait for a manager to allow them to go on their meal break. Similarly, Robledo and

the other employees could not always take timely 10-minute rest breaks and had to wait for a manager to authorize his rest break. On information and belief, PLENITUDE did not provide premium wages to Robledo and the Aggrieved Employees for these meal and rest break violations; if PLENITUDE did provide premium wages, they were not paid at the correct rate, as explained above.

PLENITUDE has failed to reimburse Robledo and the other Aggrieved Employees for the business expenses they incurred in direct consequence of the discharge of their duties. During his employment, PLENITUDE required Robledo and the other Aggrieved Employees to bring and use their own kitchen tools, including blades and utensils (such as spatulas), to effectuate their job duties. Moreover, PLENITUDE required Robledo and the other Aggrieved Employees to use their own personal cell phones to communicate with management concerning work matters and scheduling. However, PLENITUDE did not reimburse Robledo and the other Aggrieved Employees for these kitchen utensils and mobile phone expenses. Accordingly, PLENITUDE was in violation of California Labor Code sections 2800 and 2802.

PLENITUDE has failed to pay Robledo and the other Aggrieved Employees all wages due to them within any time period specified by California Labor Code section 204, including the minimum wages and overtime as described above as well as meal/rest break premiums.

PLENITUDE has not provided Robledo and the other Aggrieved Employees accurate, itemized wage statements. Wage statements must include all hours worked, overtime hours worked, all applicable hourly rates, the correct legal name and correct address of employer entity, gross wages earned, all deductions, net wages earned, reimbursement for business expenses, the correct start and end of the applicable pay period, the employee ID numbers or social security numbers, among other items. Labor Code § 226(a)(2). PLENITUDE issued wage statements that inaccurately reflected total hours worked, gross and net wages earned, and the number of hours worked at each hourly rate because of PLENITUDE's failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9).

PLENITUDE has also violated Labor Code section 558 and engaged in business practices which violate Business and Professions Code Section 17200.

For the reasons herein, on behalf of himself and the Aggrieved Employees, Robledo alleges that PLENITUDE committed the following violations of the California Labor Code and the Wage Order: 1) failed to pay wages for all time worked or subject to PLENITUDE's control, including minimum wages and correctly-calculated overtime wages; 2) failed to provide meal periods or pay correctly-calculated premium wages in lieu thereof; 3) failed to authorize and permit rest periods or pay correctly-calculated premium wages in lieu thereof; 4) failed to reimburse reasonably necessary business expenses; 5) failed to provide compliant wage statements; 6) failed to maintain accurate records; and 7) failed to timely pay all wages owed during and upon separation of employment. Accordingly, Robledo now seeks civil penalties on behalf of himself and the Aggrieved Employees based on PLENITUDE's alleged violations of the California Labor Code and the Wage Order.

THE WAGE ORDER

The Wage Order applies to "any industry, business or establishment operated for the purpose of purchasing, selling or distributing goods or commodities at wholesale or retail, or for the purpose of renting goods or commodities." Wage Order No. 7-2001, §2 (H).

At all relevant times during the applicable limitations period, PLENITUDE operated a wholesale bakery. Accordingly, Robledo and the Aggrieved Employees are entitled to the protections provided under the Wage Order.

FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT THE CORRECT RATES OF PAY

Labor Code §§ 510, 558, 1194, 1197, and 1198

Labor Code sections 510, 1194, and 1197 require employers to pay the wages agreed to and at least minimum wages for all time under the employer's control, overtime wages for hours worked over eight per day or forty per week at one and one-half times the employee's regular rate of pay, and double-time wages for hours worked over twelve in one day or for the first eight hours of work on the seventh consecutive day of work at two times the employee's regular rate of pay. Labor Code section 558 establishes a civil penalty for violation of Labor Code section 510. Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

PLENITUDE failed to pay all minimum, regular, and overtime wages to Robledo and the other Aggrieved Employees because PLENITUDE did not pay for off-the-clock work and failed to pay overtime wages based on correct regular rates of pay.

FAILURE TO PROVIDE MEAL PERIODS

Labor Code §§ 226.7, 512, and 1198

Employers must provide employees a 30-minute, uninterrupted meal period after no more than five hours of work, and a second such meal period after no more than 10 hours work. Labor Code § 512(a); IWC Wage Order(s) §§ 11(A)-(B); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. If an employer fails to provide an employee a meal period in accordance with California law, the employer must pay the employee one hour of pay at the employee's regular rate for each work day the meal period is not provided. Lab. Code § 226.7(c); IWC Wage Order(s), § 11(D); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

PLENITUDE failed to provide Robledo and the other Aggrieved Employees with compliant meal periods and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

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FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

Labor Code § 226.7 & 1198

The Rest Period section of the applicable Wage Order provides: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” IWC Wage Order(s), § 12(A). If an employer fails to provide an employee a rest period in accordance with California law, the employer must pay the employee one hour of pay at the employee’s regular rate for each work day a rest period is not provided. IWC Wage Order(s), § 12(B); Labor Code § 226.7(c); *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

PLENITUDE failed to authorize and permit Robledo and the other Aggrieved Employees to take compliant rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

Labor Code §§ 226

California employers are required to provide itemized wage statements showing, among other things, “gross wages earned,” “total hours worked by the employee,” “net wages earned,” and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” Labor Code §§ 226(a)(1), (2), (5), (9).

PLENITUDE did not provide itemized wage statements accurately reflecting Robledo’s and the other Aggrieved Employees’ gross wages earned, total hours worked, net wages earned, and all applicable hourly rates and the number of hours worked at each rate.

FAILURE TO PROVIDE ACCURATE RECORDS

Labor Code §§ 1174, 1174.5, 1198; IWC Wage Order(s), § 7

An employer must maintain payroll records showing hours worked daily by, and wages paid to, its employees, in accordance with rules established by the Industrial Welfare Commission. Labor Code §1174. An employer must also maintain time records showing when each work period, and meal period, begins and ends. IWC Wage Order(s), § 7.

Because PLENITUDE did not record off-the-clock work and interrupted employees’ meal periods, PLENITUDE failed to maintain accurate records as to the hours worked daily by employees and as to when each work period and meal period began and ended.

FAILURE TO REIMBURSE FOR EXPENSES

Labor Code §§ 1198, 2802, and 2804

An employer must reimburse its employees for their reasonable business-related expenses. Labor Code § 2802. The right to reimbursement cannot be waived. Labor Code § 2804.

PLENITUDE failed to reimburse Robledo and the other Aggrieved Employees for their reasonable business-related expenses, including use of their own kitchen tools and personal cell phones in effectuating their job duties.

**FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT
& UPON SEPARATION**

Labor Code §§ 201-204

An employer must pay “[a]ll wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment...twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Labor Code § 204. An employer must pay all wages owed to terminated employees at the time of termination, or within 72 hours to employees who quit. Labor Code §§ 201-202. If an employer willfully fails to timely pay all wages to separated employees, the wages continue at the same rate for up to 30 days, until paid. Labor Code § 203.

As a result of its failure to pay all wages earned, as described above, PLENITUDE failed to pay all final wages due to Robledo and the other Aggrieved Employees and violated Labor Code Sections 201-204.

PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES LABOR CODE

Labor Code § 558.1

In relevant part, Labor Code section 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

At all relevant times, Brian Michael Wood was an employer of Robledo and all of the other Aggrieved Employees, and/or “owner,” “managing agent,” and/or “officer” of Plenitude Food Crafts, LLC. Brian Michael Wood directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of Robledo and the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Aggrieved Employees, Robledo seeks the same civil penalties against Brian Michael Wood on the same grounds for which she seeks civil penalties against Plenitude Food Crafts, LLC.

CONCLUSION

As noted above, this letter constitutes the required notice under the California Labor Code Private Attorneys General Act of 2004. Please be advised that Daniel A. Taracena Robledo will seek both reasonable attorneys’ fees and costs under Labor Code § 2699, subdivision (g) (1) in a civil action

should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure §1021.5 to resolve this matter before litigation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Maralle Messrelia".

Maralle Messrelia, Esq.
maralle@mmlawapc.com

EXHIBIT 3

MARALLE MESSRELIAN (SBN 316974)
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Telephone (818) 810-7747
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Attorneys for Plaintiff,
DANIEL A. TARACENA ROBLEDO, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA
(UNLIMITED JURISDICTION)**

DANIEL A. TARACENA ROBLEDO, on
behalf of himself and all others similarly
situated, and the general public, and as an
“Aggrieved Employee” on behalf of other
“Aggrieved Employees” under the Private
Attorneys General Act of 2004,

Plaintiff,

vs.

PLENITUDE FOOD CRAFTS, LLC; and
DOES 1 to 25, inclusive,

Defendant(s).

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
07/22/2025 at 12:03:57 PM
By: Andrel Gospel,
Deputy Clerk

Case No.: **25CV133325**

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Civil Penalties (Lab Code §§ 2698, et seq.); and
- 9) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiff, DANIEL A. TARACENA ROBLEDO (hereafter “Plaintiff”), on behalf of
2 himself and all others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Order No. 7-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against PLENITUDE
7 FOOD CRAFTS, LLC and DOES 1 to 25, inclusive (“PLENITUDE” or “Defendant”).

8 2. As set forth in more detail below, Plaintiff alleges that Defendant is liable to
9 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
10 related relief. These claims are based on Defendant’s failures to:

11 (A) Pay all wages, including minimum, regular, overtime and doubletime
12 wages, earned for all hours worked at the correct rates of pay;

13 (B) Provide all meal periods;

14 (C) Authorize and permit all rest breaks;

15 (D) Pay premium wages for unprovided meal periods;

16 (E) Pay premium wages for unprovided rest breaks;

17 (F) Indemnify for necessary work-related expenditures;

18 (G) Issue only accurate and complete itemized wage statements; and

19 (H) Timely pay wages during and upon termination of employment.

20 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
21 restitution, statutory penalties, civil penalties, attorneys’ fees, costs, and related relief through
22 this class and representative action.

23 **II. THE PARTIES**

24 3. Plaintiff DANIEL A. TARACENA ROBLEDO is a resident of California. At
25 all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code
26 of Regulations Section 11070 and an “Aggrieved Employee” within the meaning of Labor
27 Code Section 2699(c)

28 4. At all times mentioned herein, Defendant Plenitude Food Crafts, LLC is and

1 was a California limited liability company, with its principal place of business at 901 Gilman
2 Street, Berkeley CA 94710, and which employed Plaintiff. As such, it is a citizen of California
3 based on Plaintiff's information and belief.

4 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
5 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
6 is informed and believes and thereon alleges that said defendants are legally responsible for the
7 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
8 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
9 defendants when ascertained.

10 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
11 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
12 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
13 and scope of such agency or employment, and with the approval and ratification of each of the
14 other Defendants.

15 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
16 Defendant, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
17 lack of a practice which resulted in Defendant not compensating Plaintiff and the other Class
18 Members or otherwise complying with their rights in accordance with applicable California
19 labor laws as alleged herein.

20 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
21 Defendant and each of them acted pursuant to and in furtherance of a policy and/or practice, or
22 lack thereof, which resulted in Defendant not paying Plaintiff and other members of the
23 below-described class in accordance with applicable laws as alleged herein.

24 **III. CLASS ALLEGATIONS**

25 9. This action has been brought and may be maintained as a class action pursuant
26 to California Code of Civil Procedure section 382 because there is a well-defined community
27 of interest among the persons who comprise the readily ascertainable class defined below and
28 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case

1 as a class action.

2 10. **Class Definition:** The Class is defined as follows: All persons Defendant
3 employed in California as hourly, non-exempt employees, at any time during the period
4 beginning four years prior to the filing of this action and ending on the date that final judgment
5 is entered in this action (“Class” or “Class Members”).

6 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
7 the right to amend or modify the class definition with greater specificity, by further division
8 into subclasses and/or by limitation to particular issues.

9 12. **Numerosity:** The Class Members are so numerous that the individual joinder
10 of each individual Class Member is impractical. While Plaintiff does not currently know the
11 exact number of Class Members, Plaintiff is informed and believes that the actual number
12 exceeds the minimum required for numerosity under California laws.

13 13. **Commonality and Predominance:** Common questions of law and fact exist as
14 to all Class Members and predominate over any questions which affect only individual Class
15 Members. These questions include, but are not limited to:

16 A. Whether Defendant failed to pay all wages earned to Class Members for
17 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
18 meal period premium and rest period premium wages;

19 B. Whether Defendant failed to provide the Class Members with all meal
20 periods in compliance with California law;

21 C. Whether Defendant failed to authorize and permit the Class Members to
22 take all rest periods in compliance with California law;

23 D. Whether Defendant failed to indemnify the Class Members for the
24 reasonable expenses they incurred during the course of performing their duties;

25 E. Whether Defendant knowingly and intentionally failed to provide the
26 class with accurate and complete itemized wage statements;

27 F. Whether Defendant willfully failed to provide the class with timely
28 wages during and upon termination of employment;

1 G. Whether Defendant engaged in unfair competition within the meaning of
2 Business and Professions Code sections 17200, et seq., with respect to the Class; and

3 H. Whether Class Members are entitled to restitution of money or property
4 that Defendant may have acquired from them through alleged Labor Code violations.

5 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
6 Plaintiff is informed and believes and thereon alleges that Defendant has a policy and/or
7 practice, or lack thereof, which resulted in Defendant failing to comply with the California
8 Labor Code, the Wage Order, and the Business and Professions Code.

9 15. **Adequacy of Class Representative:** Plaintiff is an adequate class
10 representative in that he has no interests that are adverse to, or otherwise in conflict with, the
11 interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action
12 on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the
13 interests of Class Members.

14 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
15 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
16 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
17 on behalf of Plaintiff and absent Class Members.

18 17. **Superiority:** A class action is vastly superior to other available means for fair
19 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
20 the Court. Class action treatment will allow a number of similarly situated persons to
21 simultaneously and efficiently prosecute their common claims in a single forum without the
22 unnecessary duplication of effort and expense that numerous individual actions would entail.
23 In addition, the monetary amounts due to many individual Class Members are likely to be
24 relatively small and would thus make it difficult, if not impossible, for individual Class
25 Members to both seek and obtain relief. Moreover, a class action will serve an important
26 public interest by permitting Class Members to effectively pursue the recovery of monies
27 owed to them. Further, a class action will prevent the potential for inconsistent or
28 contradictory judgments inherent in individual litigation.

1 **IV. STATEMENT OF FACTS**

2 18. The Wage Order applies to “any industry, business or establishment operated
3 for the purpose of purchasing, selling or distributing goods or commodities at wholesale or
4 retail, or for the purpose of renting goods or commodities.” Wage Order No. 7-2001, §2 (I). At
5 all relevant times, PLENITUDE operated a bakery. Accordingly, Plaintiff and the Class
6 Members are entitled to the protections provided under the Wage Order.

7 19. PLENITUDE began to employ Plaintiff in or around May 2023 to work at its
8 Starter Bakery located at 901 Gilman Street, Berkeley CA 94710. Plaintiff generally worked
9 Wednesday to Sunday, from approximately 3:00 a.m. to 11:30 a.m. Plaintiff’s job tasks
10 included laminating dough and preparing and baking bread. Plaintiff’s employment ended on
11 or around March 2, 2025.

12 20. At all relevant times, PLENITUDE has issued wages to Plaintiff and all of the
13 other Class Members on a bi-weekly basis and paid him by the hour. At all relevant times,
14 PLENITUDE has classified Plaintiff and all of the other Class Members as a non-exempt
15 employee entitled to the protections of the Labor Code and the Wage Order. Plaintiff’s latest
16 rate of pay was approximately \$19.42 per hour.

17 21. PLENITUDE has failed to pay Plaintiff and the other Class Members for all
18 time worked or subject to its control. “Off the clock” work included Plaintiff receiving phone
19 calls or text message on his personal cell phone from PLENITUDE management, including
20 manager Ana (last name unknown) regarding work-related issues and scheduling.
21 Furthermore, to the extent Plaintiff and the Class Members have worked through their meal
22 periods and those meal periods were interrupted, they were not compensated for that time,
23 which would be akin to a minimum wage violation.

24 22. Due to the above “off the clock” violations, PLENITUDE has failed to pay
25 Plaintiff and the Class Members properly-calculated overtime wages. Plaintiff’s and the Class
26 Members’ actual work hours, which included the “off the clock” work as described above,
27 entitled them to overtime, however, it was not company policy to keep accurate track of all
28 hours worked and to pay employees, like Plaintiff, the accurate amount of overtime, especially

1 since the “off the clock” work was not factored into the equation. Furthermore, any incentive
2 payments and/or bonus payments were not factored into the employees’ regular rate of pay for
3 purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or
4 incentive payments were not factored into the correct meal and rest break premium pay per
5 *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

6 23. PLENITUDE has failed to provide all compliant meal periods and authorize
7 and permit all compliant rest periods to which Plaintiff and the other Class Members were
8 entitled. Plaintiff is entitled to take off-duty, uninterrupted 30-minute meal periods before the
9 fifth hour of work and to take uninterrupted 10-minute rest periods for every four hours or
10 major fraction thereof worked. Due to the workload, Plaintiff and the other Aggrieved
11 Employees would not always be able to take timely, uninterrupted meal periods before the 5th
12 hour worked. For example, even though Plaintiff would start his work shift at 3:00 a.m., at
13 times Plaintiff would not be able to take a meal break until 8:30 a.m. It is important to note
14 that Plaintiff and the other employees would have to wait for a manager to allow them to go on
15 their meal break. Similarly, Plaintiff and the other employees could not always take timely 10-
16 minute rest breaks and had to wait for a manager to authorize his rest break. On information
17 and belief, PLENITUDE did not provide premium wages to Plaintiff and the Class Members
18 for these meal and rest break violations; if PLENITUDE did provide premium wages, they
19 were not paid at the correct rate, as explained above.

20 24. PLENITUDE has failed to reimburse Plaintiff and the other Class Members for
21 the business expenses they incurred in direct consequence of the discharge of their duties.
22 During his employment, PLENITUDE required Plaintiff and the other Class Members to bring
23 and use their own kitchen tools, including blades and utensils (such as spatulas), to effectuate
24 their job duties. Moreover, PLENITUDE required Plaintiff and the other Class Members to
25 use their own personal cell phones to communicate with management concerning work
26 matters and scheduling. However, PLENITUDE did not reimburse Plaintiff and the other
27 Class Members for these kitchen utensils and mobile phone expenses. Accordingly,
28 PLENITUDE was in violation of California Labor Code sections 2800 and 2802.

1 25. PLENITUDE has failed to pay Plaintiff and the other Class Members all wages
2 due to them within any time period specified by California Labor Code section 204, including
3 the minimum wages and overtime as described above as well as meal/rest break premiums.

4 26. PLENITUDE has not provided Plaintiff and the other Class Members accurate,
5 itemized wage statements. Wage statements must include all hours worked, overtime hours
6 worked, all applicable hourly rates, the correct legal name and correct address of employer
7 entity, gross wages earned, all deductions, net wages earned, reimbursement for business
8 expenses, the correct start and end of the applicable pay period, the employee ID numbers or
9 social security numbers, among other items. Labor Code § 226(a)(2). PLENITUDE issued
10 wage statements that inaccurately reflected total hours worked, gross and net wages earned,
11 and the number of hours worked at each hourly rate because of PLENITUDE's failure to
12 properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9).

13 27. PLENITUDE has also violated Labor Code section 558 and engaged in
14 business practices which violate Business and Professions Code Section 17200.

15 28. For the reasons stated herein, Plaintiff alleges that as a result of Defendant's
16 unlawful practices and policies, Plaintiff and the Class Members were:

- 17 A. Not provided with all off duty meal periods;
- 18 B. Not authorized and permitted to take all rest break periods;
- 19 C. Not paid one hour's pay for each workday in which Defendant failed to
20 authorize and permit them to take one or more timely rest periods;
- 21 D. Not paid one hour's pay for each workday in which Defendant failed to
22 provide them with one or more timely meal periods;
- 23 E. Not paid all wages earned, including, but not limited to, minimum,
24 regular, overtime, and doubletime wages for work performed while clocked out;
- 25 F. Not indemnified for all necessary business expenditures incurred during
26 the discharge of their duties;
- 27 G. Not provided with accurate and complete wage statements; and

1 H. Not timely paid all earned and unpaid wages during employment and at
2 the time their employment ended.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

5 **AT THE CORRECT RATES OF PAY**

6 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

7 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

8 29. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

9 30. At all relevant times, Plaintiff and the Class Members have been employees of
10 Defendant and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
11 1197, and 1198, and the Wage Order.

12 31. Section 2(H) of the Wage Order defines “hours worked” as “the time during
13 which an employee is subject to the control of an employer, and includes all the time the
14 employee is suffered or permitted to work, whether or not required to do so.”

15 32. Section 3 of the Wage Order states:

16 **(A) Daily Overtime - General Provisions**

17 (1) The following overtime provisions are applicable to
18 employees 18 years of age or over and to employees 16 or
19 17 years of age who are not required by law to attend
20 school and are not otherwise prohibited by law from
21 engaging in the subject work. Such employees shall not
22 be employed more than eight (8) hours in any workday or
23 more than 40 hours in any workweek unless the employee
24 receives one and one-half (1 ½) times such employee’s
25 regular rate of pay for all hours worked over 40 hours in
26 the workweek. Eight (8) hours of labor constitutes a day’s
27 work. Employment beyond eight (8) hours in any
28 workday or more than six (6) days in any workweek is
permissible provided the employee is compensated for
such overtime at not less than:

(a) One and one-half (1 ½) times the employee’s
regular rate of pay for all hours worked in excess
of eight (8) hours up to and including 12 hours in
any workday, and for the first eight (8) hours
worked on the seventh (7th) consecutive day of

work in a workweek.

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

33. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

34. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

35. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

36. California Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

37. California Labor Code § 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

38. In conjunction, these provisions of the California Labor Code require employers

1 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
2 for all hours worked, including unrecorded hours when the employer knew or reasonably should
3 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
4 *Co.* (2000) 22 Cal.4th 575, 585.)

5 39. With respect to overtime wages, the regular rate of pay under California law
6 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
7 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
8 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
9 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
10 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
11 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

12 40. As described above, at all relevant times during the applicable limitations
13 period, Defendant failed to compensate Plaintiff and the Class Members for all hours worked,
14 including, but not limited to minimum, regular, overtime and doubletime wages for all
15 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
16 correct rates of pay.

17 41. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
18 Defendant maintained a policy and/or practice, or lack thereof, which resulted in Defendant’s
19 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
20 rates of pay as required by California law.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PROVIDE REST BREAKS**

23 **(Lab. Code §§ 226.7 and 1198)**

24 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

25 42. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

26 43. At all relevant times during the applicable limitations period, Plaintiff and the
27 Class Members have been employees of Defendant and entitled to the benefits and protections
28 of California Labor Code §§ 226.7 and 1198, and the Wage Order.

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44. In relevant part, Labor Code § 1198 states,
“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

45. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.

46. In addition, Labor Code Section 226.7 states

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

47. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or

1 major fraction thereof.

2 48. Defendant intentionally failed to authorize and permit Plaintiff and the Class
3 Members to take all 10-minute rest periods free from any work duties in accordance with the
4 Wage Order.

5 49. At all relevant times, Defendant failed to authorize and permit Plaintiff and the
6 Class Members to take all timely rest periods. Furthermore, Defendant failed to pay premium
7 wages to Plaintiff and the Class Members for days on which they failed to authorize and
8 permit Plaintiff and the other Class Members to take timely rest periods.

9 50. At all relevant times, Defendant failed to authorize and permit Plaintiff and the
10 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
11 major fraction thereof. Defendant did not seek an exemption from the rest period protections
12 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
13 Defendant failed to pay Plaintiff and the Class Members premium wages on workdays they
14 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
15 major fraction thereof.

16 51. Plaintiff is informed and believes and thereon alleges that, at all relevant times
17 within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy
18 which resulted in Defendant not authorizing and permitting Plaintiff and the Class Members to
19 take all rest breaks required by California law.

20 52. Defendant failed to provide Plaintiff with all required rest breaks in
21 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
22 relevant times within the applicable limitations period, Defendant had a policy, practice, or a
23 lack of a policy which resulted in Defendant not providing the Class Members with all rest
24 breaks required by California law.

25 53. Defendant failed to pay Plaintiff the additional wages required by California
26 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
27 and thereon alleges that, at relevant times within the applicable limitations period, Defendant
28 has maintained a policy, practice, or a lack of a policy which resulted in Defendant not

1 providing the Class Members with additional wages for all rest breaks not provided to them as
2 required by California Labor Code § 226.7.

3 54. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members
4 have suffered damages in amounts subject to proof to the extent they were not paid additional
5 wages owed for all rest breaks not provided to them.

6 55. By reason of the above, Plaintiff and the Class Members are entitled to
7 premium wages for workdays in which one or more rest breaks were not provided to them
8 pursuant to California Labor Code § 226.7.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PROVIDE MEAL PERIODS**

11 **(Lab. Code §§ 226.7, 512, and 1198)**

12 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

13 56. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

14 57. At all relevant times during the applicable limitations period, Plaintiff and the
15 Class Members have been employees of Defendant and entitled to the benefits and protections
16 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

17 58. In relevant part, Labor Code § 1198 states,

18 "The maximum hours of work and the standard conditions of labor
19 fixed by the commission shall be the maximum hours of work and the
20 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful."

21 59. In relevant part, Labor Code Section 512 states

22 "An employer may not employ an employee for a work period of more
23 than five hours per day without providing the employee with a meal
24 period of not less than 30 minutes, except that if the total work period
25 per day of the employee is no more than six hours, the meal period may
26 be waived by mutual consent of both the employer and employee. An
27 employer may not employ an employee for a work period of more than
28 10 hours per day without providing the employee with a second meal
period of not less than 30 minutes, except that if the total hours worked
is no more than 12 hours, the second meal period may be waived by
mutual consent of the employer and the employee only if the first meal
period was not waived."

1 60. In relevant part, Section 11 of the Wage Order states:

2 Meal Periods:

3 (A) No employer shall employ any person for a work period of more
4 than five (5) hours without a meal period of not less than 30
5 minutes, except that when a work period of not more than six (6)
6 hours will complete the day's work the meal period may be
7 waived by mutual consent of the employer and the employee...

8 (D) If an employer fails to provide an employee a meal period in
9 accordance with the applicable provisions of this order, the
10 employer shall pay the employee one (1) hour of pay at the
11 employee's regular rate of compensation for each workday that
12 the meal period is not provided.

13 61. In relevant part, California Labor Code § 226.7 states:

14 (b) An employer shall not require an employee to
15 work during a meal or rest period mandated pursuant to
16 an applicable statute, or applicable regulation, standard, or
17 order of the Industrial Welfare Commission, the
18 Occupational Safety and Health Standards Board, or the
19 Division of Occupational Safety and Health.

20 (c) If an employer fails to provide an employee a meal period
21 or rest period in accordance with a state law, including,
22 but not limited to, an applicable statute or applicable
23 regulation, standard, or order of the Industrial Welfare
24 Commission, the Occupational Safety and Health
25 Standards Board, or the Division of Occupational Safety
26 and Health, the employer shall pay the employee one
27 additional hour of pay at the employee's regular rate of
28 compensation for each work day that the meal or rest
 period is not provided.

 62. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
Class Members were entitled to be provided with uninterrupted meal periods of at least 30
minutes for each day they worked five or more hours. Pursuant to California Labor Code §
512, they were also entitled to a second 30-minute meal period when they worked more than
ten (10) hours in a workday.

 63. As described above, Defendant intentionally failed to provide Plaintiff and the
Class Members with all required 30-minute duty free meal periods in accordance with the

1 Wage Order. Furthermore, Defendant failed to pay premium wages for days on which they
2 failed to provide Plaintiff and the other Class Members with timely meal periods.

3 64. Plaintiff is informed and believes and thereon alleges that, at all relevant times
4 within the applicable limitations period, Defendant had a policy, practice, or a lack of a policy
5 which resulted in Defendant not providing Plaintiff and the Class Members with all timely and
6 off-duty meal periods required by California law.

7 65. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members
8 have suffered damages in amounts subject to proof to the extent they were not paid additional
9 wages owed for all meal periods not provided to them.

10 66. By reason of the above, Plaintiff and the Class Members are entitled to
11 premium wages for workdays in which one or more meal periods were not provided to them
12 pursuant to California Labor Code § 226.7.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO INDEMNIFY**

15 **(Lab. Code §§ 1198 & 2802)**

16 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

17 67. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

18 68. At all relevant times, Plaintiff and the Class Members were employees of
19 Defendant and entitled to the benefits and protections of the California Labor Code §§ 1198 and
20 2802, and the Wage Order.

21 69. In pertinent part, California Labor Code § 2802(a) states: "An employer shall
22 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
23 direct consequence of the discharge of his or her duties." Additionally, the Wage Order states,

24
25 (A) When uniforms are required by the employer to be worn by the employee as
26 a condition of employment, such uniforms shall be provided and maintained by
the employer.

27 ...

28 (B) When tools or equipment are required by the employer or are necessary to
the performance of a job, such tools and equipment shall be provided and

maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the particular trade or craft in conformity with Labor Code Section 2802.

Wage Order, § 9(A) and (B).

70. California Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

71. As described above, at all relevant times, Defendant required Plaintiff and the Class Members to incur certain business expenses in the course of performing their duties, including but not limited to use of their own kitchen tools and personal mobile phones. However, Defendant did not provide these items and did not reimburse Plaintiff and the Class Members for these business expenses.

72. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendant has maintained a policy, practice, or a lack of a policy which resulted in Defendant's failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred during the course of performing their duties.

73. Accordingly, with respect to this cause of action, on behalf of himself and the Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys' fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

74. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

75. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement showing:

A. Gross wages earned;

B. Total hours worked by the employee, except for any employee whose

1 compensation is solely based on a salary and who is exempt from payment of overtime under
2 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

3 C. The number of piece rate units earned and any applicable piece rate if the
4 employee is paid on a piece-rate basis;

5 D. All deductions, provided that all deductions made on written orders of the
6 Employee may be aggregated and shown as one item;

7 E. Net wages earned;

8 F. The inclusive dates of the period for which the employee is paid;

9 G. The name of the employee and his or her social security number, except
10 that by January 1, 2008, only the last four digits of his or her social security number or an
11 employee identification number other than a social security number may be shown on the
12 itemized statement;

13 H. The name and address of the legal entity that is the employer; and

14 I. All applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate by the employee.

16 76. Pursuant to California Labor Code § 226, an employee is deemed to suffer
17 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
18 suffer injury if the employer fails to provide accurate and complete information as required by
19 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
20 from the wage statement alone one or more of the following:

21 A. The amount of the gross wages or net wages paid to the employee during
22 the pay period or any of the other information required to be provided on the itemized wage
23 statement pursuant to California Labor Code § 226(a);

24 B. Which deductions the employer made from gross wages to determine the
25 net wages paid to the employee during the pay period;

26 C. The name and address of the employer and, if the employer is a farm
27 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
28 name and address of the legal entity that secured the services of the employer during the pay

1 period;

2 D. The name of the employee and only the last four digits of his or her social
3 security number or an employee identification number other than a social security number; and

4 E. The number of piece-rate units earned and the piece rate.

5 77. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
6 means a reasonable person would be able to readily ascertain the information without
7 reference to other documents or information.

8 78. As alleged herein, at all relevant times during the applicable limitations period,
9 Defendant violated California Labor Code section 226 because it did not properly and
10 accurately itemize each employee’s gross wages earned, net wages earned, the total hours
11 worked, the corresponding number of hours worked at each rate by the employee and other
12 requirements of California Labor Code section 226. Defendant failed to state in the wage
13 statements they issued to Plaintiff and the other Class Members all their hours worked and
14 wages earned, including, but not limited to, regular and overtime wages for work they
15 performed off-the-clock (as described above). Defendant knowingly and intentionally did not
16 issue either as a detachable part of the check, draft, or voucher paying the employee’s wages,
17 or separately if wages are paid by personal check or cash, statements to Plaintiff and the Class
18 Members that state all overtime wages earned, all minimum wages earned, all regular wages
19 earned, all meal period premium wages earned, all rest break premium wages earned, gross
20 wages earned, net wages earned, all hourly rates, and all hours worked at each rate of pay.

21 79. Defendant’s failure to provide Plaintiff and the other Class Members with
22 accurate wage statements was knowing and intentional. Defendant had the ability to provide
23 Plaintiff and the other Class Members with accurate wage statements but intentionally
24 provided wage statements that Defendant knew were not accurate.

25 80. As a result of being provided with inaccurate wage statements by Defendant,
26 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
27 accurate wage statements were violated and they were misled about the amount of wages they
28 had actually earned and were owed. In addition, the absence of accurate information on their

1 wage statements prevented immediate challenges to Defendant's unlawful pay practices, has
2 required discovery and mathematical computations to determine the amounts of wages owed,
3 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
4 led to the submission of inaccurate information about wages to state and federal government
5 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
6 wage statements whether Defendant complied with their obligations under California Labor
7 Code section 226(a).

8 81. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled
9 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
10 period in which a violation of California Labor Code § 226(a) occurred and one hundred
11 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
12 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also
13 entitled to an award of costs and reasonable attorneys' fees.

14 **SIXTH CAUSE OF ACTION**

15 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

16 **(Lab. Code §§ 204)**

17 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

18 82. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

19 83. California Labor Code Section 204 establishes the fundamental right of all
20 employees in the State of California to be paid wages in a timely fashion for their work.

21 84. At all times relevant during the liability period, Defendant failed to pay
22 Plaintiff and the Class Members the full amount of all owed wages when due as required by
23 California Labor Code Section 204.

24 85. Defendant failed to pay Plaintiff and the Class Members all wages earned each
25 pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the
26 liability period, Defendant maintained a policy or practice of not paying Plaintiff and the Class
27 Members wages for all hours worked, including overtime hours and premium pay for missed
28 rest breaks and meal breaks.

86. As a result of Defendant's unlawful conduct, Plaintiff and the Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendant's records or indirectly based on information from Defendant's records.

87. Under this cause of action, Plaintiff prays for penalties on behalf of himself and Class Members due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201-203)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

88. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

89. At all relevant times during the applicable limitations period, Plaintiff and the Class have been employees of Defendant and entitled to the benefits and protections of California Labor Code §§ 201–203, and the Wage Order.

90. Labor Code § 201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge.

91. Labor Code § 202 provides that all earned and unpaid wages of an employee who quits after providing at least 72-hours notice before quitting are due and payable at the time of quitting and that all earned and unpaid wages of an employee who quits without providing at least 72-hours notice before quitting are due and payable within 72 hours.

92. Labor Code § 203 provides that the wages of an employee continue on a daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

93. Defendant failed to pay Plaintiff and all of the other Class Members whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Defendant, including minimum wages, regular wages, overtime wages,

1 unprovided meal period premium wages, and unprovided rest break premium wages.
2 Additionally, the Defendant failed to issue to Plaintiff and all of the other Class members
3 whose employment ended their final paychecks within the required time periods.

4 94. By failing to pay such earned wages to Plaintiff and the Class Members,
5 Defendant failed to timely pay them all earned and unpaid wages in violation of Labor Code §
6 201 or § 202.

7 95. Plaintiff is informed and believes that Defendant's failures to timely pay
8 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
9 been willful in that, at all relevant times, Defendant has deliberately maintained policies and
10 practices that violate the requirements of the Labor Code and the Wage Order, even though at
11 all relevant times, they have had the ability to comply with those legal requirements.

12 96. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf
13 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
14 penalties for each Class Member.

15 **EIGHTH CAUSE OF ACTION**

16 **CIVIL PENALTIES**

17 **(Lab. Code §§ 2698, *et seq.*)**

18 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

19 97. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

20 98. The "Aggrieved Employees" are all members of the Class defined above who
21 Defendant employed during the period beginning May 9, 2024 and ending on the date that
22 final judgment is entered in this action.

23 99. Labor Code section 1174, which also pertains to recordkeeping, states:

24 Every person employing labor in this state shall

25 ...

26 (c) Keep a record showing the names and addresses of all employees employed
27 and the ages of all minors.

28 (d) Keep, at a central location in the state or at the plants or establishments at

1 which employees are employed, payroll records showing the hours worked
2 daily by and the wages paid to, and the number of piece-rate units earned by
3 and any applicable piece rate paid to, employees employed at the respective
4 plants or establishments. These records shall be kept in accordance with rules
5 established for this purpose by the commission, but in any case shall be kept on
6 file for not less than three years. An employer shall not prohibit an employee
7 from maintaining a personal record of hours worked, or, if paid on a piece-rate
8 basis, piece-rate units earned.

9 100. Defendant failed to compensate Plaintiff and all of the other Aggrieved
10 Employees for all hours worked at the correct rates of pay, including all minimum wages
11 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
12 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
13 net wages earned, and related compensation. As a result, Defendant has failed to accurately
14 maintain all records required by section 1174 and the Wage Order, including but not limited to
15 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
16 applicable hourly rates during each payroll period.

17 101. During the applicable time period, Defendant violated California Labor Code
18 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802.

19 102. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
20 behalf of themselves and other current or former employees, to bring a civil action to recover
21 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

22 103. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
23 Members are entitled to recover civil penalties for each of the Defendant's violations of
24 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194,
25 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

26 A. For violations of California Labor Code § 204, one hundred dollars
27 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
28 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts

1 established by California Labor Code § 210).

2 B. For violations of California Labor Code § 226(a), two hundred fifty
3 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
4 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
5 established by California Labor Code § 226.3).

6 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
7 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
8 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
9 established by California Labor Code § 558).

10 D. For violations of California Labor Code § 1174, five hundred dollars
11 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
12 California Labor Code § 1174.5).

13 E. For violations of California Labor Code § 1197, one hundred dollars
14 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
15 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
16 per pay period (regardless of whether the initial violations were intentionally committed)
17 (penalty amounts established by California Labor Code § 1197.1).

18 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
19 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
20 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
21 pay period for each subsequent violation (penalty amounts established by California Labor
22 Code § 2699(f)(2)).

23 104. Plaintiff has complied with the procedures for bringing suit specified in
24 California Labor Code § 2699.3. By letter dated May 9, 2025, Plaintiff filed written notice
25 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
26 by certified mail to Defendant of the specific provisions of the California Labor Code alleged
27 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
28 accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to

1 take action in response within 65 calendar days of the date of Plaintiff's notice, but Plaintiff
2 anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not
3 intend to investigate these allegations.

4 105. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
5 Employees are entitled to an award of civil penalties and reasonable attorney's fees and costs in
6 connection with their claims for civil penalties.

7 **NINTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

10 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

11 106. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 107. At all relevant times during the applicable limitations period, Plaintiff and the
13 Class Members have been employees of Defendant and entitled to the benefits and protections
14 of the Business and Professions Code §§ 17200, *et seq.*

15 108. The unlawful conduct of Defendant alleged herein amounts to and constitutes
16 unfair competition within the meaning of California Business & Professions Code §§ 17200,
17 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendant has
18 unfairly gained a competitive advantage over other comparable companies doing business in
19 California that comply with their legal obligations to compensate employees for all earned
20 wages.

21 109. As a result of Defendant's unfair competition as alleged herein, Plaintiff and
22 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
23 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
24 meal period premium wages, missed rest period premium wages, mobile phone, kitchen tools,
25 and other expenses, and comparable money and property.

26 110. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
27 Class Members are entitled to restitution of all monies rightfully belonging to them that
28 Defendant did not pay them or otherwise retained by means of their unlawful and unfair

1 business practices.

2 111. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
3 connection with their unfair competition claims pursuant to California Code of Civil
4 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

5 **V. PRAYER FOR RELIEF**

6 112. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
7 for relief and judgment against Defendant as follows:

8 A. An order that the action be certified as a class action with respect to
9 Plaintiff's claims for violations of California law;

10 B. An order that Plaintiff be appointed class representative;

11 C. An order that counsel for Plaintiff be appointed class counsel;

12 D. Unpaid wages, including minimum, regular, overtime, double-time, split
13 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
14 time, and reporting time wages;

15 E. Liquidated damages;

16 F. Statutory penalties, including waiting time penalties;

17 G. Civil Penalties

18 H. Restitution;

19 I. Declaratory relief;

20 J. Actual damages;

21 K. Pre-judgment interest;

22 L. Costs of suit;

23 M. Reasonable attorneys' fees; and

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N. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial on all issues so triable.

Dated: July 21, 2025

MM LAW, APC

By Maralle Messrelan
Maralle Messrelan, Esq.
Attorneys for Plaintiff, DANIEL A.
TARACENA ROBLEDO, and all others
similarly situated

EXHIBIT 4

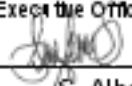
R. Brian Dixon, Bar No. 076247
bdixon@littler.com
LITTLER MENDELSON, P.C.
101 Second Street
Suite 1000
San Francisco, California 94105
Telephone: 415.433.1940
Facsimile: 415.399.8490

Attorneys for Defendant
PLENITUDE FOOD CRAFTS, LLC

FILED
Superior Court of California
County of Alameda

09/16/2025

Clad Flake, Executive Officer / Clerk of the Court

By:  Deputy
S. Albert

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

DANIEL A. TARACENA ROBLEDO,

Plaintiff,

v.

PLENITUDE FOOD CRAFTS, LLC,

Defendant.

Case No. 25CV133325

**STIPULATION AND ORDER FOR STAY
PENDING SETTLEMENT CONFERENCE
OR MEDIATION**

Complaint Filed: July 22, 2025

COME NOW, all the parties to the instant action and hereby stipulate and request this Court to enter a brief stay of all proceedings while the parties attempt to settle the matter. This request for a stay is made in the following circumstances:

WHEREAS, Plaintiff, Daniel Robledo, filed suit on July 22, 2025, alleging both a class action for, *inter alia*, unpaid wages and an action under the Private Attorney General's Act for civil penalties;

WHEREAS, the parties have, after receipt of Plaintiff's letter dated May 9, 2025, to the Labor and Workforce Agency, discussed the means by which to accurately assess and potentially resolve Plaintiff's claims, including the exchange of payroll data in order to do so;

WHEREAS, the Defendant, Plenitude Food Crafts, LLC, is a small, entirely local employer of approximately 50 employees for which the cost of litigation would be an appreciable burden;

WHEREAS, the parties have agreed that they will engage in a settlement conference before the Court or private mediation;

NOW, THEREFORE, the parties hereby stipulate:

FIRSTLY, to the exchange of relevant payroll information to assess Plaintiff's claims;

SECONDLY, to share at least thirty days prior to any settlement conference or mediation the respective parties observations on the data and the approximate settlement parameters for the matter;

THIRDLY, to participate, within 120 days of this Court's order, in a settlement conference before the Court or to select a private mediator to attempt to settle the matter; and

FOURTHLY, to petition the Court to stay the matter through the settlement conference or private mediation on the foregoing terms.

RESPECTFULLY SUBMITTED,

MM Law, APC

Littler Mendelson, PC

By: /s/ Maralle Messrelian
MARALLE MESSRELIAN, Esq.

By: 
R. BRIAN DIXON, Esq.

Date: September 16, 2025

Date: September 16, 2025

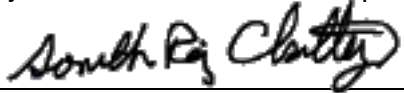
Counsel for Plaintiff:
Daniel Robledo

Counsel for Defendant:
Plenitude Food Crafts, LLC

1 GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED THAT THIS PROCEEDING
2 BE STAYED PENDING COMPLETION OF THE SETTLEMENT PROCESS SET FORTH IN THIS
3 ORDER:

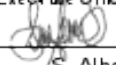
4 This matter is stayed until February 16, 2026.
5 The CMC's scheduled for in November 2025 are vacated.
6 A CMC is scheduled for February 23, 2026. A joint CMC in advance is required.

09/16/2025

By: 
JUDGE OF THE SUPERIOR COURT

Date: Somnath Raj Chatterjee / Judge

4924-7791-4728.1 / 129602.1001

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 09/18/2025 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy S. Albert
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	
PLAINTIFF/PETITIONER: Daniel A. Taracena Robledo	
DEFENDANT/RESPONDENT: Plenitude Food Crafts, LLC	CASE NUMBER: 25CV133325
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Stipulation and Order STIPULATION AND ORDER FOR STAY PENDING SETTLEMENT CONFERENCE OR MEDIATION entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Maralle Messrelian
MM Law, APC
maralle@mmlawapc.com

Dated: 09/18/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



S. Albert, Deputy Clerk

EXHIBIT 5

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: Daniel Taracena Robledo v. Plenitude Food Crafts, LLC
Monday, March 9, 2026

Requesting Attorney:
Maralle Messrelan, Esq.
MESSRELAN LAW INC.
maralle@mmlawapc.com
818.810.7747

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	363
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
Post Order to ILYM's Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$650.00
Project Management:	\$2,120.00
Notification & Mailing:	\$1,090.92
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,194.08
Case Conclusion:	\$895.00

Estimated ILYM Fees & Expenses: \$7,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Daniel Taracena Robledo v. Plenitude Food Crafts, LLC

Monday, March 9, 2026

Requesting Attorney's Name: Maralle Messrelian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
NCOA	Flat Rate	\$125.00	1	\$125.00
Toll-Free Customer Service Representative	Flat Fee	\$175.00	1	\$175.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,120.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English & Spanish	Per Piece	\$1.50	363	\$544.50
USPS First Class Postage	Per Piece	\$0.85	363	\$308.55
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	54	\$108.90
Storage, Photocopies, Deliveries	Flat Fee	\$128.97	1	\$128.97

Subtotal \$1,090.92

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Daniel Taracena Robledo v. Plenitude Food Crafts, LLC

Monday, March 9, 2026

Requesting Attorney's Name: Maralle Messrelian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	363	\$363.00
USPS First Class Postage	Per Piece	\$0.74	363	\$268.62
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	36	\$54.45
Reminder Postcard for Uncashed Checks	Per Piece	\$0.90	109	\$98.01
Preparation of Taxes	Hourly	\$120.00	3	\$360.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,194.08

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	1	\$120.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$895.00

Estimated ILYM Fees & Expenses: \$7,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM 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, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 6