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8 Attorneys for Plaintiff,

9 DANIEL A. TARACENA ROBLEDO, and all

10 others similarly situated

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF ALAMEDA

13 (UNLIMITED JURISDICTION)

14 DANIEL A. TARACENA ROBLEDO, individually
15 and on behalf of all others similarly situated,

16 *Plaintiff,*

17 vs.

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

20 *Defendants.*

Case No.: 25CV133325

**SUPPLEMENTAL DECLARATION OF
MARALLE MESSRELIAN IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*Assigned for All Purposes to
Hon. S. Raj Chatterjee, Dept. 21*

Action filed: 07/22/2025

Hearing Date: 09/22/2026

Hearing Time: 2:30 p.m.

Hearing Dept: 21

**SUPPLEMENTAL DECLARATION OF MARALLE MESSRELIAN IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

I, MARALLE MESSRELIAN, declare and state as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of MM Law, APC and the attorney of record for Daniel A. Taracena Robledo (individually, "Robledo" or "Plaintiff") in his lawsuit against Defendant Plenitude Food Crafts, LLC ("Defendant" or "PLENITUDE").

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. This Supplemental Declaration is submitted in response to the Court's Order dated August 4, 2026, which continued the hearing on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement to September 22, 2026, and ordered the Parties to file any brief or amended settlement agreement addressing the Court's concerns at least five (5) court days before the continued hearing date.

4. A true and correct copy of the First Amended Stipulation for Class Action and PAGA Settlement and Release of Claims, executed by the Parties, is attached hereto as **Exhibit 1**.

5. A true and correct copy of a redline comparing the First Amended Stipulation for Class Action and PAGA Settlement and Release of Claims to the Stipulation previously executed by the Parties is attached hereto as **Exhibit 2**.

6. In its Order dated August 4, 2026, the Court identified two issues requiring further response. Each of the Court's comments is recited below in bold, followed by a discussion of the Parties' response to the comment and where compliance is documented.

- **ISSUE #3. RESIDUAL BENEFICIARY. The agreement states that the residual will go to the Alameda County Food Bank. This is consistent with CCP 384. Counsel must provide a declaration with the CCP 382.4 information.**

The disclosures required by Code of Civil Procedure section 382.4 with respect to the Alameda County Food Bank are set forth in paragraphs 8 through 10 of this declaration.

- 1 • **ISSUE #4. NUMBER OF DAYS TO CASH CHECKS / SECOND DISTRIBUTION. The**
2 **agreement states that the check cashing period is 180 days. (Agt III.11.e) The court finds that**
3 **120 days is an adequate time for absent class members to cash the checks. That permits**
4 **counsel and the court to more quickly determine whether a second distribution to the persons**
5 **who cashed the first checks is appropriate. The Agreement must state that residue will not be**
6 **distributed to the cy pres beneficiary until after Court approval of a final accounting.**

7 Paragraph III(11)(e) of the Settlement has been amended to address the Court's directives. As
8 amended, the paragraph (i) reduces the check-cashing period from One Hundred and Eighty (180) days to
9 One Hundred Twenty (120) days, and (ii) provides that no residue shall be distributed to the Alameda
10 County Food Bank until after Court approval of a final accounting. The amended provision appears at
11 Paragraph III(11)(e) of the First Amended Stipulation, attached hereto as **Exhibit 1**, and is shown in redline
12 at **Exhibit 2**.

13 Disclosures Pursuant to Code of Civil Procedure Section 382.4:

14 7. I have reviewed Code of Civil Procedure section 382.4. Neither I, nor MM Law, APC, nor
15 any attorney or employee of my firm, nor to my knowledge any member of my immediate family, has any
16 connection to or relationship with the Alameda County Food Bank. Specifically, none of us is or has been
17 an officer, director, trustee, board member, employee, volunteer, member, or client of that organization;
18 none of us has solicited or received any compensation, referral, in-kind benefit, or other thing of value
19 from it; and none of us holds any financial interest in it. I am not aware of any connection or relationship
20 that could reasonably create the appearance of impropriety as between the selection of the Alameda County
21 Food Bank as the recipient of any residual funds and the interests of the Settlement Class.

22 8. The Alameda County Food Bank was selected because its mission bears a substantial nexus
23 to the interests of the Settlement Class and to the objectives of the Labor Code provisions at issue in this
24 Action. The Settlement Class consists of non-exempt, hourly employees of a food production business,
25 and the Class is concentrated in Alameda County, where this Action was filed and where the organization
26 exclusively operates. Any residue distributed to the organization would therefore benefit a population that
27 substantially overlaps with, and geographically corresponds to, the Settlement Class.

28 9. Neither Plaintiff nor Class Counsel will receive any benefit, direct or indirect, from the
29 distribution of any residue to the Alameda County Food Bank.

30 10. The Declaration of Brian Dixon, counsel for Defendant, addressing the disclosure required

1 by Code of Civil Procedure section 382.4, is being filed concurrently herewith.

2 ***Notice of Settlement to the LWDA***

3 11. Pursuant to Lab. Code § 2699(1)(2), Plaintiff submitted a copy of the First Amended
4 Stipulation for Class Action and PAGA Settlement and Release of Claims and this Supplemental
5 Declaration to the Labor and Workforce Development Agency (“LWDA”) at the same time these
6 supplemental papers are being filed with the Court. True and correct copies of Plaintiff’s submission with
7 the LWDA and the confirmation email are collectively attached as **Exhibit 3** to this declaration.

8
9 I declare under the penalty of perjury of the laws of the State of California that the foregoing is true
10 and correct to the best of my knowledge.

11 Executed September 14, 2026, at Glendale, California.

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14 MARALLE MESSRELIAN,
15 Declarant
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