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Attorneys for Plaintiff and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

SHYLA THIERRY, as an individual and on behalf of all others similarly situated, Plaintiff, vs. BAKEMARK USA LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No.: C23-01818 [Assigned for all purposes to the Hon. Edward G. Weil, Department 39] **DECLARATION OF MAI TULYATHAN IN SUPPORT OF MOTION TO APPROVE THE PARTIES' SETTLEMENT AGREEMENT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004** Date: _______________, 2025 Time: ___________ a.m./p.m. Dept.: 39 Complaint Filed: July 24, 2023 Trial Date: None

DECLARATION OF MAI TULYATHAN

I, Mai Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Named Plaintiff Shyla Thierry ("Plaintiff"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

CASE SUMMARY

2. On May 22, 2023, Plaintiff sent notice to the California Labor & Workforce Development Agency ("LWDA") giving notice of her intent to pursue a representative action under the Private Attorneys General Act (the "PAGA") against Defendant Bakemark USA LLC ("Defendant"), on behalf of herself and the State of California as well as on behalf of other aggrieved employees (the "PAGA Notice"). Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff's PAGA Notice.

3. On July 24, 2023, Plaintiff filed her representative complaint for violation of Labor Code § 2698, et seq. (the "PAGA") based on violations of Labor Code §§ 204 and 226.

4. With respect to the Labor Code § 204 violation, Plaintiff alleges that Defendant fails to pay its employees on a timely basis as required by Labor Code § 204's timing requirements. Specifically, Labor Code § 204(d) provides that wages must be paid no later than 7 days following the close of the payroll period when wages are paid on a weekly or bi-weekly basis. Plaintiff alleges that Defendant paid wages later than the statutorily mandated timeframe by issuing paychecks more than seven days after the close of the bi-weekly payroll period. With respect to the Labor Code § 226 violation, Plaintiff alleges that to the extent that the pay period dates and pay dates as listed on the wage statements Defendant issued to Plaintiff and aggrieved employees are inaccurate, Defendant failed to issue accurate itemized wage statements in violation of Labor Code § 226(a). In that regard, if the pay period dates and pay dates displayed on the wage statements do not correspond to the actual pay period and pay dates that Defendant paid Plaintiff and the aggrieved employees, Plaintiff alleges that Defendant violated Labor Code § 226(a).

5. On September 28, 2023, Defendant filed a Demurrer to Plaintiff's complaint, arguing that Plaintiff is an "outside salesperson" and that her pay consisted of commissions.

6. On December 7, 2023, the Court overruled Defendant's Demurrer in the entirety. The Court found that while the Complaint alleges that "wages" were not timely paid (and not "commissions"), even if Plaintiff was paid commissions, commissions are a form of wages and are subject to the timing requirements of Labor Code § 204 once they are earned.

7. The Parties have exchanged some formal discovery. Following the ruling on the Demurrer, on February 28, 2024, Plaintiff served written discovery. On April 19, 2024, Defendant served its responses to the discovery. The Parties continued to meet and confer regarding discovery issues, and Defendant served supplemental responses on August 9, 2024.

8. At a Case Management Conference in March 2024, the Court ordered the Parties to participate in mediation.

9. In connection with mediation, the Parties exchanged informal discovery, including documents pertaining to Defendant's policies and practices, and data pertaining to the Aggrieved Employees and the pay periods at issue, which allowed Plaintiff's counsel to conduct an exposure analysis.

10. On November 19, 2024, the Parties participated in private mediation with mediator Daniel J. Turner, Esq. after undertaking an investigation and exchange of information and documents pertaining to Plaintiff and the Aggrieved Employees. After engaging in a full day mediation and continued negotiations facilitated by the mediator, the Parties ultimately agreed to fully and finally resolve the Action by accepting the mediator's proposal.

11. The Parties formalized the settlement and executed the Private Attorneys General Act Settlement Agreement and Release (the "Settlement Agreement" or "Settlement") on or about May 21, 2025. Attached hereto as **Exhibit B** is a true and correct copy of the fully executed Settlement Agreement.

SUMMARY OF THE PROPOSED SETTLEMENT

12. The Settlement Agreement provides for a Gross Settlement Amount of $167,000.00. Settlement Agreement ¶ 3(a).

13. The Settlement Agreement allocates one-third of the Gross Settlement Amount for attorneys' fees, or $55,666.67, up to $15,000.00 in litigation costs incurred by Plaintiff's Counsel, up to $10,000.00 to Plaintiff as the enhancement award and in exchange for a general release, and up to $2,950.00 for settlement administration costs. Settlement Agreement ¶¶ 3(a)(1) - 3(a)(3). The remainder after deduction of those amounts, or the Net Settlement Amount, is allocated to the payment of civil penalties under PAGA, of which 75% ($62,537.50) is to be distributed to the LWDA and 25% ($20,845.83) of which is to be distributed to the Aggrieved Employees on whose behalf Plaintiff filed this action as required by PAGA. *Id*. at ¶ 3(a)(5).

14. Plaintiff's counsel seeks reimbursement of $8,726.05 in actual litigation costs. Based on the actual costs being sought here, the actual amount to be allocated to the payment of civil penalties under PAGA, or the Net Settlement Amount, is $89,657.28. 75% of that amount of PAGA Penalties, or $67,242.96, is to be distributed to the LWDA and 25% of PAGA Penalties, or $22,414.32, is to be distributed to the Aggrieved Employees.

15. The Settlement Agreement provides the following release of PAGA claims by Aggrieved Employees:

> Upon Defendant's fulfillment of its payment obligations under Section 3 of this Settlement Agreement, Plaintiff and each of the Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to have released and forever discharged Defendant and each of its parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns (collectively, the Released Parties), to the fullest extent permitted by law, from any and all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice, including without limitation claims brought under the PAGA for civil penalties premised on violations of Labor Code sections 204 and 226, that accrued during the PAGA Period (collectively, the "Released Claims").

Settlement Agreement ¶ 8(a). The Released Claims only cover those civil penalties which are recoverable under PAGA, and do not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code. *Id.* ¶ 8(a). Further, the Released Claims are limited to the PAGA Period, which is May 22, 2022 through February 8, 2025.

16. The Parties agreed to February 8, 2025 as the end date of the PAGA Period pursuant to the terms of the mediator's proposal. The mediator's proposal defined the PAGA Period as running from May 22, 2022 until the earlier of (1) 60 days after the Parties accept the mediator's proposal, or (2) the date the Court approves the settlement. The Parties accepted the mediator's proposal on December 10, 2024. Thus, based on that date, the 60-day period concludes on February 8, 2025.

17. Based on Defendant's representation, there are an estimated 80 Aggrieved Employees who worked no more than 3,216 pay periods. Settlement Agreement ¶ 3(a)(5). Each Aggrieved Employee will receive an individual PAGA payment proportionate to the number of pay periods worked during the PAGA Period. *Id.* ¶ 7(a)(1).

18. One hundred percent (100%) of each individual PAGA payment will be treated as penalties with no tax withholdings to be made, and will be reported, if required, by applicable tax laws, by the Settlement Administrator on IRS Form 1099s. Settlement Agreement ¶ 7(a)(2).

DISCOVERY AND INVESTIGATION

19. Based upon the data provided by Defendant, there are 80 Aggrieved Employees who were paid on a monthly basis. Because Labor Code Section 204 requires payment of wages twice each calendar month, each monthly pay period potentially gives rise to two violations. With 1,608 monthly pay periods identified by Defendant, the total number of pay periods at issue is approximately 3,216.

20. The following is the breakdown of the exposure analysis:

- $635,200 for PAGA Section 204 violations (calculated based on 80 pay periods at $100 initial penalty, and 3,136 pay periods at $200 subsequent penalty);
- $321,600 for PAGA Section 226 violations (calculated based on 3,216 pay periods at $100 initial penalty).

Based on the above, this amounts to a total PAGA penalty exposure of $956,800, without taking into account any defenses and the Court's discretion to reduce penalties.

21. Plaintiff believes that the claims have merit and that Plaintiff could prevail at trial.

22. With respect to defenses, Defendant argued that Plaintiff and Aggrieved Employees, as outside salespersons, entered into agreements to be paid on a monthly basis, and that such agreements by outside salespersons are permissible under the Labor Code. Furthermore, Defendant argued that Plaintiff and Aggrieved Employees were compensated solely through commissions, which based on the terms of the agreements, were not due until the month following the period in which the commissions were earned. Based on this position, Defendant asserted that Section 204 does not apply to the payments at issue. If the Court were to accept Defendant's interpretation of Section 204 and find that Defendant's monthly payment structure complied with the law, Plaintiff and the Aggrieved Employees would be entitled to no recovery under PAGA. With respect to the wage statement claim, Defendant argued that derivative penalties would should not be awarded as it was pled as an alternative theory and would result in stacking of penalties.

23. Moreover, courts have discretion to reduce PAGA penalties. *See Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No. D072392 (published Dec. 19, 2018) (approving PAGA penalty reduction to $5 per pay period); *accord Atempa v. Pedrazzani*, 27 Cal. App. 5th 809 (2018). As shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp*., 30 Cal. App. 5th 504 (2018), while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. *Id*. at 517. Upon review, the Court of Appeal found such reduction to be proper. *Id*. at 539. Here, there is a chance that the Court could similarly exercise its discretion to significantly reduce the PAGA penalties, even if liability were established.

24. Defendant has maintained that it acted in good faith and based its pay practices on a reasonable interpretation of the law. Given these defenses and the risk that the Court could either find no liability or substantially reduce the penalties, the proposed settlement represents a fair and reasonable resolution in light of the strengths and weaknesses of the claims.

25. Under the circumstances of this case, the settlement amount of $167,000.00 is fair, adequate, and reasonable. The payment of $167,000.00 in exchange for a limited release of only those claims for civil penalties that are pleaded in the Action or that could have been pleaded based on the facts alleged in the PAGA Notice and the PAGA cause of action pleaded in the Action will have a substantial deterrent effect on Defendant and other California employers and will confer benefits on the Aggrieved Employees, who will each receive a portion of the settlement.

26. All of the factors that would give rise to a presumption of fairness in the context of a class action settlement are present in this PAGA action. The Parties participated in a full-day mediation with mediator, Daniel J. Turner, Esq. The Parties exchanged sufficient formal and informal discovery prior to attending mediation. While the Parties did not agree to settle at the mediation, the Parties continued settlement discussions through the assistance of the mediator. This settlement was only reached by way of acceptance of a mediator's proposal.

27. Both Plaintiff's and Defendant's counsel have significant experience in litigating wage and hour class and PAGA actions, which further supports the reasonableness of the settlement.

28. I have spent significant time researching and pursuing the claims that have been alleged in this action. Based on my independent investigations and evaluations, I am of the opinion that the proposed settlement is fair, reasonable, and adequate, and is in the best interests of the aggrieved employees, in light of all known facts and circumstances, and the expenses and risks inherent in litigation. The settlement was negotiated at arm's length and was facilitated by an experienced and neutral mediator. Thus, this settlement should be approved.

ATTORNEY EXPERIENCE

29. My qualifications are as follows: I received my JD from Loyola Law School in 2017. I received the First Honors Award in Legal Research and Writing, First Honors Award in Appellate Advocacy, and First Honors Award in Civil Litigation Practicum I for achieving the highest grade in those classes. During law school, I was a Staff Editor for Loyola Law Review. I was also an extern at the U.S. District Court, Central District of California, for the Honorable

Christina A. Snyder, and a certified law clerk at the San Diego County District Attorney's Office, Collaborative Courts Division, and the Los Angeles County District Attorney's Office, Consumer Protection and Environmental Crimes Division. In 2016, I participated in Loyola Law School's Scott Moot Court Competition, where I placed Top 16 and was the awarded the Top Ten Brief Award. In 2017, I participated in the Employment Rights Clinic, an extension of the Division of Labor Standards Enforcement created to investigate retaliation complaints. Upon graduation from law school, I was admitted to the California Bar in December 2017.

30. I am currently an associate at the law firm of Diversity Law Group, P.C., an employment law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and defense sides. The firm currently has cases in numerous state courts, including the Santa Clara Superior Court, Los Angeles Superior Court, Orange County Superior Court, San Diego County Superior Court, Monterey County Superior Court, as well as the United States District Courts for the Central, Northern, Southern, and Eastern Districts of California.

31. I am currently handling and/or have handled numerous wage and hour class action and PAGA lawsuits.

32. In 2018, I argued before the California Court of Appeal, Second Appellate District, in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case Number B276171, LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.* (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142). In that same year, I also assisted the firm in successfully obtaining class certification and partial summary judgment by the United States District Court, Central District of California in the case of *Magadia v. Wal-Mart Associates, Inc.* (Case Number 17-CV-00062-LHK). I third chaired the bench trial in that same case in December 2018.

33. I have also been certified and/or approved as class counsel in numerous other wage/hour class actions. Most recently, I was certified as class counsel in the cases *Garcia v. Wal-Mart Associates, Inc., et al.* (Case Number 3:18-cv-00500-L-MDD), *Richert v. Samaritan, LLC, et al.* (Case Number 17CV314186), *Song v. THC – Orange County, Inc.* (Case No. 8-17-cv-965-JLS (DFM)), *Hernandez v. Wells Fargo Bank National Ass'n, et al* (Case No. 16-CV-

299319), and *Sims v. QG Printing II, LLC, et al.* (Case No. ED CV 20-1632-DMG (KKx)), as part of the Courts' orders granting class certification pursuant to Rule 23 of the FRCP and California Code of Civil Procedure § 382.

34. Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes & Mauritz, L.P.* (Case No. 5:16:cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et al* (Case No. 18CV003398), *Valles v. Community Hospital of the Monterey Peninsula* (Case No. 17CV003452), *Chavez v. Hugo Boss Retail, Inc.* (Case No. 18CV322644), *Hernandez v. Wells Fargo Bank National Ass'n, et al* (Case No. 16-CV-299319); *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company* (Case No. 19CV004512); *Truong v. DS Services of America, Inc.* (Case No. FCS054399).

35. To date, I have incurred approximately 137.5 hours in connection with the litigation of this lawsuit. Attached hereto as **Exhibit C** is a chart summarizing the amount of work I have incurred to date on this matter.

36. I also anticipate spending an additional 10 hours through the approval of this settlement, including attending the approval hearing, handling any issues that may arise with the Settlement Administrator and Aggrieved Employees, handling calls from Aggrieved Employees, and further conferring with counsel and the Settlement Administrator regarding the case post-approval.

37. The total lodestar for my hours will be approximately $**88,500.00**, based on the above total hours of 147.5 at an hourly rate of $600.00 per hour. In 2019 and 2020, I was approved at an hourly rate of $450.00 per hour by various Courts in a number of matters, including but not limited to, *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD), *Hernandez v. Wells Fargo Bank National Ass'n, et al* (C.D. Cal., Case No. 16-CV-299319), and *Abarca v. El Estero Car Wash, Inc. et al* (Monterey County Superior Court Case No. 18CV003398). In 2021, I was approved at the hourly rate of $500.00 in various cases, including *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading*

Company (Monterey County Superior Court Case No. 19CV004512); and *Truong v. DS Services of America, Inc.* (Solano County Superior Court Case No. FCS054399). As of January 1, 2023, my hourly rate increased to $600.00 per hour. I was approved at the hourly rate of $600.00 in *Moen v. Genentech, Inc.* (San Diego Superior Court Case No. 37-2021-00008619-CU-OE-CTL) *Murray v. Granite Wellness Centers et al.* (Nevada County Superior Court Case No. CU20-084680), *Norman v. B & H Global Marketing, LLC* (Sacramento County Superior Court Case No. 34-2022-00314707), *Osman-Bravard v. Placer Title Company* (Nevada County Superior Court Case No. CU21-085315), *Cabalo v. Jones Lang LaSalle Americas, Inc.* (San Diego County Superior Court Case No. 37-2020-00044322-CU-OE-CTL), and *Apex Systems Wage and Hour Cases* (Orange County Superior Court, JCCP No. 5096).

38. I do not have any conflict of interest with the proposed *cy pres* recipient, Legal Aid At Work.

COSTS

39. My office has incurred costs in the amount of $8,726.05. The costs are all litigation related costs, including filing and service fees, Court fees, postage fees, and costs associated with mediation. Attached hereto as **Exhibit D** is a copy of the costs incurred in connection with this lawsuit.

40. Attached hereto as **Exhibit E** is a true and correct copy of the settlement administration bid from Phoenix Settlement Administrators.

NOTICE TO THE LWDA

41. Plaintiff submitted a copy of the Settlement Agreement and this motion to the LWDA through the LWDA's online filing system in conjunction with filing this motion. Attached hereto as **Exhibit F** is a true and correct copy of the submission confirmation.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 16, 2025 at Los Angeles, California.

MAI TULYATHAN

EXHIBIT A

SHYLA THIERRY

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

May 22, 2023

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: Thierry v. Bakemark USA, LLC

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly situated aggrieved employees against my former employer, Bakemark USA, LLC (the "Company"). I allege that the Company:

1. Violated Labor Code § 204 by failing to pay all similarly situated employees, including myself, their earned wages in a timely manner. For example, for the pay period of March 5, 2023 through April 1, 2023, the wages earned during such pay period were not paid until April 28, 2023, based on the pay period and pay dates identified on the wage statements. Similarly, for the pay period of April 2, 2023 through May 6, 2023, the wages earned during such pay period were not paid until May 12, 2023, based on the pay period and pay dates identified on the wage statements. To the extent such pay period and pay dates are inaccurate, the Company also violated Labor Code § 226.

The address for the Company is as follows:

Bakemark USA, LLC
7351 Crider Ave.
Pico Rivera, CA 90660

As part of this Notice, I also demand that the Company cure all violations and pay all applicable penalties. Please contact my attorney Larry W. Lee at the above address/phone number if you have any questions regarding this matter.

Sincerely,

DocuSigned by:
Shyla Thierry
76D21SAA4BD7401...
Shyla Thierry

cc: Bakemark USA, LLC (via certified mail)

EXHIBIT B

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement") is entered into by and between Shyla Thierry ("Plaintiff"), for herself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below), and BakeMark USA LLC ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately May 2, 2022, through approximately May 12, 2023;

(b) On May 22, 2023, Plaintiff, with the assistance of Diversity Law Group, P.C. and Polaris Law Group (together, "Plaintiff's Counsel"), submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 204 and 226, thereby initiating LWDA Case Number LWDA-CM-956577-23 (the "PAGA Notice");

(c) On July 24, 2023, Plaintiff filed a representative action complaint ("Operative Complaint") against Defendant for a violation of Labor Code section 2698, *et seq*., predicated on underlying violations of Labor Code sections 204 and 226, entitled Thierry v. BakeMark USA, LLC, in the Superior Court of California, County of Contra Costa ("Court"), Case No. C23-01818 (the "Action").

(d) On September 28, 2023, Defendant filed its Demurrer to the Operative Complaint, and on December 7, 2023, the Court overruled Defendant's Demurrer. Defendant filed an answer to the Operative Complaint on January 4, 2024, denying all allegations;

(e) On November 19, 2024, the Parties participated in private mediation with mediator Daniel J. Turner, Esq., but did not reach an agreement. The Parties continued negotiations thereafter and ultimately reached the Settlement described herein to resolve the Action, by way of acceptance of the mediator's proposal;

(f) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action.

2. **No Admission of Wrongdoing**. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action,

and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Settlement Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Settlement Agreement).

3. **Settlement Terms and Conditions**.

(a) Subject to the terms and conditions of this Settlement Agreement, Defendant shall pay the maximum gross sum of One Hundred Sixty-Seven Thousand Dollars and Zero Cents ($167,000.00) ("Gross Settlement Amount") to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees not to exceed one-third of the Gross Settlement Amount, which is Fifty-Five Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($55,666.67), and reimbursement of litigation costs and expenses in the amount of up to Fifteen Thousand Dollars and Zero Cents ($15,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest.

(2) An enhancement award of up to the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) ("Service Award") to Plaintiff, for prosecuting this Action on behalf of Aggrieved Employees and the State and in exchange for a general release of claims. Defendant will not contest the request for the PAGA enhancement award up to this amount.

(3) Costs and expenses of administration of the Settlement up to the amount of Two Thousand Nine Hundred and Fifty Dollars and Zero Cents ($2,950.00) ("Settlement Administration Costs") to Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement (the "Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined for purposes of this Settlement Agreement as Plaintiff and all current and former Sales Representatives who worked for Defendant in the State of California and who were paid commissions and a draw from May 22, 2022, until February 8, 2025 ("Aggrieved Employees"). The period of May 22, 2022, until February 8, 2025 is the "PAGA Period." The Aggrieved Employees are estimated to consist of 80 individuals who worked no more than 3,216 Compensable Pay Periods through the date of mediation. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, Service Award, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the payments specified in Section 3(a) above, except for Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, this settlement shall be null and void.

5. **Disbursement of Settlement Funds**.

(a) Subject to Section 4 above, Defendant shall remit to the Settlement Administrator the sums described more fully in Section 3(a) above, after the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel, and (ii) the Court enters Judgment on its Order Approving the Settlement Agreement.

(b) Upon complete distribution of the Gross Settlement Amount by the Settlement Administrator in accordance with this Settlement Agreement, the Settlement Administrator will notify the Parties of distribution of the entire Gross Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Defendant's counsel for review and approval prior to filing.

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) Plaintiff shall comply with all statutory requirements necessary to execute and complete the administration of the Settlement, including providing notice to the LWDA in accordance with Labor Code section 2699(l).

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of PAGA Settlement Sum / Notice to Aggrieved Employees**.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account ("QSF") established by the Settlement Administrator for administration of this Settlement Agreement, within thirty (30) calendar days of the Court's entering a Judgment on its Order Approving the Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(1) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (*i.e.*, the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), according to Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(2) One Hundred Percent (100%) of all Individual Settlement Shares be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Individual Settlement Shares to Aggrieved Employees will be reported on an IRS Form 1099 as required by the IRS.

(3) Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual Settlement Shares. The Aggrieved Employees shall be solely and legally responsible for correctly characterizing the Individual Settlement Shares for tax purposes and for paying any taxes on the amounts received. The Aggrieved Employees agree to indemnify and hold the Released Parties harmless from any claim or liability for taxes, penalties, or interest arising as a result of any payment to them pursuant to this Settlement Agreement.

(4) All settlement payments to Aggrieved Employees shall be deemed to be paid to such Aggrieved Employees solely in the year in which such payments are actually received by the Aggrieved Employees. It is expressly understood and agreed that the receipt of such individual settlement awards will not entitle any Aggrieved Employee to additional compensation or benefit plan or agreement in place during the period covered by the Settlement Agreement, nor will it entitle any Aggrieved Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement Agreement that the Individual Settlement Shares provided for in this Settlement Agreement are the sole payments to be made by Defendant to the Aggrieved Employees, and that the Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the individual settlement awards.

(b) The Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties, in substantially the form attached hereto as "**Exhibit A**," in the following manner:

(1) No later than thirty (30) days after the Court enters a Judgment on its Order Approving the PAGA Settlement, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) Compensable Pay Periods.

(2) The Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than ten (10) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by First-Class U.S. Mail, postage prepaid. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. The face of each check shall prominently state the date when the check will be voided. Funds associated with canceled checks shall be transmitted by the Settlement Administrator to the following *cy pres* beneficiary: Legal Aid At Work.

(c) No later than ten (10) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(d) No later than ten (10) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel.

(e) No later than ten (10) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Service Award to Plaintiff.

(f) Only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees, and the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

8. **Release of PAGA Claims by Aggrieved Employees**.

(a) Upon Defendant's fulfillment of its payment obligations under Section 3 of this Settlement Agreement, Plaintiff and each of the Aggrieved Employees on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to have released and forever discharged Defendant and each of its parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns (collectively, the "Released Parties"), to the fullest extent permitted by law, from any and all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice, including without limitation claims brought under the PAGA for civil penalties premised on violations of Labor Code sections 204 and 226, that accrued during the PAGA Period (collectively, the "Released Claims"). It is understood that Aggrieved Employees will not have the opportunity to opt out of, or object to, the Released Claims. Further, Aggrieved Employees are bound by the Released Claims regardless of whether they cash and/or otherwise negotiate their Individual Settlement Shares.

9. **General Release of Claims by Plaintiff**.

(a) Upon Defendant's fulfillment of its payment obligations under Section 3 of this Settlement Agreement, Plaintiff and her representatives, agents, heirs, administrators, successors, and assigns, release and discharge Released Parties from all claims, transactions, or occurrences, known or unknown. Plaintiff's releases set forth herein also include a waiver of all rights under California Civil Code section 1542, which includes a release of all known and unknown claims against the Released Parties, including all claims for wages, damages, liquidated damages, penalties, benefits, fringes, interest, attorney fees, litigation costs, restitution, or equitable relief, which she had, or may claim to have, against the Released Parties. Civil Code § 1542 provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT 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 RELEASED PARTY.**

With respect to the above general release, Plaintiff stipulates and agrees that Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code upon the date Defendant fully funds the settlement under Section 3 of this Settlement Agreement. This release specifically excludes claims for unemployment insurance, disability, Social Security, and workers compensation (with the exception of claims arising pursuant to California Labor Code sections 132(a) and 4553). Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

10. **Escalator**. The Gross Settlement Amount is based on Defendant's representation that the Aggrieved Employees worked no more than 3,216 Compensable Pay Periods as of the date of mediation. If the total number of Compensable Pay Periods during the PAGA Period is more than fifteen percent (15%) above 3,216 (*i.e.*, more than 3,698), then Defendant shall have the option of either: (i) increasing the Gross Settlement Amount by the proportional increase above 15% (*e.g.*, a 16% increase in Compensable Pay Periods will result in a 1% increase of the Gross Settlement Amount); or (ii) shortening the PAGA Period end date on an earlier date such that the total number of Compensable Pay Periods does not exceed 10% over 3,216 (*i.e.*, 3,538).

11. **Governing Law and Interpretation**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) This Settlement Agreement is enforceable under Code of Civil Procedure section 664.6. In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of the Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

(c) Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Settlement Agreement, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

12. **Amendment**. This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, subject to approval by the Court.

13. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending court approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, including via electronic means, PDF, and DocuSign, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Daniel J. Turner. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) The Court shall retain jurisdiction over the Parties and this matter to enforce terms of the Settlement Agreement under Code of Civil Procedure section 664.6, including after judgment is entered. Should either Party be required to enforce the Settlement Agreement through court action, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF SHYLA THIERRY

Date: may 12, 2025

DocuSigned by:
Shyla Thierry
76D219AA4BD7400...
Shyla Thierry

BAKEMARK USA LLC

Date: 05/21/2025, 2025

Rosemarie Gomez
Rosemarie Gomez (May 21, 2025 11:09 PDT)
Name Rosemarie Gomez
Title Vice President, Human Resources

APPROVED AS TO FORM:

DIVERSITY LAW GROUP

Date: May 15, 2025

Mai Tulyathan
Attorneys for Plaintiff

POLARIS LAW GROUP

Date: 5/12/2025, 2025

DocuSigned by:
William Marder
0CED7A9289884D2...
William L. Marder
Attorneys for Plaintiff

NORTON ROSE FULBRIGHT US LLP

Date: 05/21/2025, 2025

Deborah F. Birndorf
Deborah F. Birndorf
Attorneys for Defendant BakeMark USA LLC

<u>Exhibit A</u>

<<Mailing Date>>

To: <<First Name>> <<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Shyla Thierry v. BakeMark USA LLC*, Superior Court of California, County of Contra Costa, Case No. C23-01818

Dear <<First Name>> <<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Shyla Thierry v. Bakemark USA LLC*, Superior Court of California, County of Contra Costa, Case No. C23-01818 ("Action").

The lawsuit was filed on July 24, 2023, by Shyla Thierry ("Plaintiff") against BakeMark USA LLC ("Defendant"), on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA"), for alleged violation of California Labor Code section 204 – failure to timely pay wages and violation of California Labor Code section 226 – failure to provide accurate wage statements. Prior to filing the lawsuit, on May 22, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to the PAGA, to provide notice of her intent to seek civil penalties under the PAGA for Defendant's alleged violation of California Labor Code sections 204 and 226, thereby initiating LWDA Case Number LWDA-CM-956577-23 (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendant.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former Sales Representatives who worked for Defendant in the State of California and who were paid commissions and a draw from May 22, 2022, until February 8, 2025 ("Aggrieved Employees"). The period of May 22, 2022, until February 8, 2025 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<Date>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

> "Released Parties" means Defendant and each of its parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns.
>
> "Released Claims" means any and all claims arising any time during the PAGA Period that were pled in the Operative Complaint as well as all claims that could have been pled arising out of the same operative facts of the Operative Complaint, including without limitation claims brought under the PAGA for civil penalties premised on violations of Labor Code sections 204 and 226.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the *cy pres* beneficiary: Legal Aid At Work.

Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].

EXHIBIT C

Thierry v. Bakemark USA LLC
Mai Tulyathan Time and Task Chart

Hours	Description of Work
5.6	Factual investigation, review of file and client documents, confer with client regarding the case upon assignment to case
6.4	Draft complaint and PAGA letter, review and revise same
0.3	Review court's notice of CMC
0.2	Meet and confer with Defendant re: responsive pleading deadline
8.9	Several meet and confer correspondence with Defendant re: Demurrer; draft correspondences in response; conduct legal research
3.4	Review and analyze Demurrer
7.1	Draft opposition to Demurrer; conduct legal research in connection with same; further review and revise same
1.3	Prepare for and attend 12/4/2023 CMC
3.7	Draft CMC statements
2.5	Review tentative ruling re Demurrer; prepare for and attend hearing on Defendant's Demurrer
0.8	Draft proposed order after hearing
4.1	Draft set one of written discovery
1.4	Prepare for and attend 3/6/2024 CMC
0.7	Meet and confer re mediators and mediation dates
0.2	Meet and confer with Defendant re discovery extension
4.5	Review and analyze Defendant's discovery responses
4.8	Draft stipulated protective order; meet and confer with Defendant re same; further review and revise same
6.8	Draft discovery meet and confer correspondence to Defendant
2.7	Further e-mail and telephonic meet and confer re discovery
0.5	Further review and revise protective order
0.3	Meet and confer re discovery motions to compel
3.9	Draft informal discovery request for mediation
0.8	Meet and confer with Defendant regarding informal data request; meet and confer re mediation and change in defense handling attorney
1.0	Draft stipulation to continue CMC
0.3	Meet and confer re data for mediation

6.4	Review data in response to informal data request for mediation; conduct exposure analysis
12.6	Draft mediation brief; conduct legal research re same; further review and revise same
8.5	Prepare for and attend mediation
3.2	Further discussions with mediator; review mediator's proposal; confer with client re same
0.4	Meet and confer with Defendant re discovery and settlement approval
14.7	Draft long-form settlement agreement; meet and confer with defense counsel re same; further review and revise same
1.2	Draft settlement notice; meet and confer with defense counsel re same;
0.5	Confer with settlement administrator re bid and settlement administration; review bid; confer with Defendant re same
1.5	Further meet and confer with Defendant re PAGA release; legal research re same
16.3	Draft motion for PAGA settlement approval; draft declarations in support thereof; meet and confer with Defendant; further review and revise same
137.5	**TOTAL HOURS**

EXHIBIT D

DIVERSITY LAW GROUP

INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice #	10158
Invoice Date	06/27/2025
Terms	Upon Receipt
Due Date	06/27/2025
PO #	

Invoice Total:	8726.05
Payment Applied:	0.00
Total Due:	8726.05

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	-0.00	0.00	0.00
Billed Time		0.00	-0.00	0.00	0.00
Expenses		8726.05	-0.00	0.00	8726.05
		$8,726.05	$0.00	$0.00	$8,726.05

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Thierry, Shyla v. Bakemark USA, LLC	0.00	0.00	8726.05	-0.00	0.00	8726.05
	$0.00	$0.00	$8,726.05	$0.00	$0.00	$8,726.05

Subtotal:	$8,726.05
Discount:	-$0.00
Subtotal after Discount:	$8,726.05
Taxable Subtotal:	$8,726.05
Tax:	$0.00
Total:	$8,726.05
Payment Applied:	$0.00
Total Due:	$8,726.05

Notes

INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice #	10158
Invoice Date	06/27/2025
Terms	Upon Receipt
Due Date	06/27/2025
PO #	

Terms & Conditions

DIVERSITY LAW GROUP

INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice #	10158
Invoice Date	06/27/2025
Terms	Upon Receipt
Due Date	06/27/2025
PO #	

Summary- Thierry, Shyla v. Bakemark USA, LLC (20060.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		8726.05

Subtotal:	$8,726.05
Discount:	-$0.00
Subtotal after Discount:	$8,726.05
Taxable Subtotal:	$8,726.05
Tax:	$0.00
Total:	$8,726.05

Details - Thierry, Shyla v. Bakemark USA, LLC (20060.001)

Expenses

Category	Date	Expense Code	Description	Amount ($)
	05/31/2023	Photocopies	PhotocopiesPhotocopies	0.25
	05/31/2023	Postage	PostagePostage	6.85
	07/24/2023	Court fees	Odyssey - ComplaintOdyssey - Complaint	1478.06
	08/16/2023	Court fees	Odyssey - Notice of CMCOdyssey - Notice of CMC	3.60
	08/23/2023	Court fees	Odyssey - POS of SummonsOdyssey - POS of Summons	3.60
	08/31/2023	Photocopies	PhotocopiesPhotocopies	1.25
	08/31/2023	Postage	PostagePostage	0.63
	08/14/2023	Attorney Service	Attorney Service - Complaint Service	83.24
	11/20/2023	Court fees	Odyssey - CMSOdyssey - CMS	3.60
	11/22/2023	Court fees	Odyssey - Oppo to DemurrerOdyssey - Oppo to Demurrer	3.60
	12/04/2023	Court fees	Odyssey - Notice of CMCOdyssey - Notice of CMC	3.60
	12/06/2023	Court fees	Odyssey - Notice of Remote Appearance	3.60
	12/07/2023	Court fees	Odyssey - Prop Order re Demurrer	3.60
	12/15/2023	Court fees	Odyssey - NOEOdyssey - NOE	3.60
	02/20/2024	Court fees	Odyssey - CMSOdyssey - CMS	3.60

INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice #	10158
Invoice Date	06/27/2025
Terms	Upon Receipt
Due Date	06/27/2025
PO #	

Category	Date	Expense Code	Description	Amount ($)
	11/22/2023	Delivery services/messenger	Federal ExpressFederal Express	35.64
	09/23/2024	Court fees	Odyssey - Stip to ContinueOdyssey - Stip to Continue	24.50
	10/28/2024	Court fees	Judicate West MediationJudicate West Mediation	6450.00
	11/25/2024	Court fees	Odyssey - CMSOdyssey - CMS	4.50
	05/22/2023	Court fees	LWDALWDA	75.00
	06/03/2024	Telephone	Conference CallConference Call	2.14
Court Fees	01/27/2025		Odyssey - Stip to Cont CMC	25.64
Court Fees	02/18/2025		approval/post-approval costs	500.00
Court Fees	03/28/2025		Odyssey - CMS (Envelope Number: 18775726)	5.95
			Subtotal:	$8,726.05
			Total:	$8,726.05

EXHIBIT E

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Aggrieved Members	80
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	80
Subtotal Admin Only	**$2,950.00**

Not-to-Exceed Total $2,950.00

For 80 Aggrieved Members

Pricing Good for Scope of Estimate Only

February 18, 2025

Case: Thierry v. Bakemark PAGA Administration

Phoenix Contact: Jodey Lawrence
Contact Number: 949-566-1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan
Firm: Diversity Law Group, APC
Contact Number: (213) 488-6555
Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on 80 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	2	$250.00
Programming Database & Setup	$125.00	2	$250.00
Toll Free Setup*	$51.48	1	$51.48
Call Center & Long Distance	$2.00	8	$16.00
NCOA (USPS)	$50.00	1	$50.00
		Total	**$617.48**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	1	$125.00
Data Merge & Duplication Scrub	$0.25	80	$20.00
Notice and Check Packet	$1.50	80	$120.00
Estimated Postage (up to 1 oz.)*	$0.69	80	$55.20
		Total	**$320.20**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$50.00	2	$100.00
Skip Tracing Undeliverables	$1.50	8	$12.00
Remail Notice Packets	$1.50	8	$12.00
Estimated Postage	$0.69	8	$5.52
Programming Undeliverables	$50.00	1	$50.00
		Total	**$179.52**

Database Programming			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$100.00	2	$200.00
Case Manager	$85.00	2	$170.00
		Total	**$370.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$100.00	1	$100.00
Disbursement Review	$100.00	1	$100.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$125.00	1	$125.00
Check Run Setup & Printing	$100.00	2	$200.00
		Total	**$715.00**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	1	$125.00
Remail Undeliverable Checks (Postage Included)	$1.50	15	$22.80
Reconcile Uncashed Checks	$50.00	1	$50.00
Conclusion Reports	$100.00	1	$100.00
Case Manager Conclusion	$75.00	1	$75.00
Final Reporting & Declarations	$100.00	1	$100.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	$275.00	1	$275.00
		Total	**$747.80**

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

Estimate Total:	**$2,950.00**

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT F