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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA
UNLIMITED JURISDICTION**

FAYE CHAPMAN, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

WORLD'S FINEST CHOCOLATE, INC.
AND DOES 1-10,

Defendants.

Case No. 23CV038555

*[Assigned for All Purposes to Hon. Noël Wise,
Dept. 21]*

**DECLARATION OF RACHEL BIEN IN
SUPPORT OF UNOPPOSED MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND DISMISSAL OF
CLASS CLAIMS PURSUANT TO
CALIFORNIA RULE OF COURT 3.770**

RESERVATION ID: 764348946450

Date: February 4, 2025

Time: 1:30 P.M.

Dept.: 21

Hon. Somnath Raj Chatterjee

1 I, Rachel Bien, hereby declare and state as follows:

2 1. I make this Declaration of my own personal knowledge, and if called to testify, I
3 could and would testify completely to the matters stated herein.

4 2. I am an attorney duly licensed to practice law in the State of California. I am a partner
5 in the law firm of Olivier & Schreiber PC (“O&S”) and represent Plaintiff Faye Chapman in the
6 above-captioned matter. I submit this declaration in support of Plaintiff’s Unopposed Motion for
7 Approval of Private Attorneys General Act Settlement and Dismissal of Class Claims Pursuant to
8 California Rule of Court 3.770.

9 **PROCEDURAL HISTORY AND DISCOVERY**

10 3. On June 28, 2023, Plaintiff provided the Defendant World’s Finest Chocolate, Inc.
11 (“WFC” or “Defendant”) and the California Labor and Workforce Development Agency
12 (“LWDA”) with written notice of her intent to assert claims under the Private Attorneys General
13 Act (“PAGA”), California Labor Code § 2698 *et seq.* The LWDA did not pursue an investigation
14 or issue a citation within the statutory time period.

15 4. On July 17, 2023, Plaintiff filed a putative class action against WFC, alleging that
16 WFC misclassified its Independent Sales Representatives (“ISRs”) as independent contractors,
17 rather than employees under California law. In addition to her class claims, Plaintiff also raised
18 individual claims against WFC for breach of contract based on the alleged failure to pay her owed
19 commissions.

20 5. After exhausting the required notice period under PAGA, Plaintiff filed a First
21 Amended Complaint (“FAC”) on August 28, 2023, adding a PAGA claim based on several
22 violations of the Labor Code, including its minimum wage, overtime, expense reimbursement, sick
23 leave, rest break, wage statement, and waiting time provisions, among others.

24 6. The parties engaged in motion practice and discovery before entering into settlement
25 negotiations that ultimately led to the proposed settlement.

26 7. After Plaintiff filed the lawsuit, Defendant began soliciting ISRs to release their
27 claims in the case in exchange for settlement payments. As a result, Defendant obtained releases
28

1 from 31 out of the approximately 46 putative class members. Plaintiff sought a protective order to
2 stop Defendant from continuing to communicate with ISRs who did not sign releases and to
3 invalidate any releases that Defendant obtained from these ISRs, which the Court denied on April
4 12, 2024. (*See Ex. A.*) Subsequently, Defendant served or attempted to serve subpoenas on certain
5 ISRs who did not sign releases, which Plaintiff moved to quash. On July 31, 2024, the Court granted
6 the motion to quash in part. (*See Ex. B.*)

7 8. Plaintiff served interrogatories, document requests, and requests for admission on
8 Defendant. Defendant produced documents and responses to Plaintiff's requests, including policies
9 relating to ISRs' compensation terms, job postings and descriptions, and other documents relevant
10 to ISRs' classification as independent contractors such as records from the Employment
11 Development Department's settlement with WFC for unpaid unemployment contributions.

12 9. The parties also negotiated and agreed to a "*Belaire-West*" notice that they hired a
13 third-party administrator, ILYM Group, Inc. ("ILYM"), to send to putative class members. After
14 the notice period ended, the administrator provided Plaintiff's counsel with contact information for
15 putative class members, and Defendant provided Plaintiff's counsel with compensation data to
16 enable Plaintiff to evaluate the potential damages and penalties.

17 10. Plaintiff conducted searches of her own records and files and provided us with
18 communications and training materials relating to her work as an ISR and other relevant records.

19 11. We also obtained information regarding the claims and damages through interviews
20 that we conducted with putative class members.

21 12. In advance of mediation, Defendant produced records reflecting for each putative
22 class member: their compensation for each year of the class period, their dates of work, and whether
23 they signed a release and the amounts they were paid. Based on this discovery, we were well-
24 prepared to evaluate the strengths and weaknesses of the claims when the parties agreed to explore
25 settlement through private mediation in early fall 2024.

26 13. On October 16, 2024, the parties attended a mediation with Jeffrey Fuchsman, Esq.
27 No agreement was reached during the mediation, but the parties continued to work with Mr.

1 Fuchsman toward a resolution and ultimately agreed to a mediator's proposal.

2 14. On January 7, 2025, the parties executed a long-form settlement agreement, which
3 is attached hereto **Exhibit C**.

4 15. My firm submitted the settlement agreement to the LWDA on January 8, 2025
5 pursuant to Lab. Code § 2699(l).

6 **SETTLEMENT NEGOTIATIONS AND TERMS**

7 16. Under the proposed settlement, Defendant has agreed to pay a non-reversionary
8 Gross Settlement Amount of \$495,000 to resolve the PAGA claims of Plaintiff, the State, and 30
9 aggrieved employees. The Gross Settlement Amount will be used to pay the following amounts
10 associated with the settlement: (1) the LWDA Payment and Individual Settlement Payments due to
11 PAGA Settlement Members (together, the "Net Settlement Amount"); (2) the Service Payment to
12 Plaintiff, subject to Court approval; (3) Attorneys' Fees and Costs to Plaintiff's Counsel, subject to
13 Court approval; and (4) the Settlement Administrator's fees. (Ex. C ¶¶ 1.9, 1.14.)

14 17. Pursuant to Labor Code § 2699(j), the Net Settlement Amount will be divided:
15 seventy-five percent to the LWDA and twenty-five percent PAGA Settlement Members. (*Id.* ¶ 4.5.)
16 The PAGA Distribution Fund will be allocated based on the number of pay periods that each
17 aggrieved employee worked during the relevant period. (*Id.* ¶ 4.6.) Based on Defendant's records,
18 there are 30 PAGA Settlement Members. (*Id.* ¶ 1.17.)

19 18. Defendant also agreed to pay Plaintiff the amount of \$80,000 to settle her individual
20 claims, in exchange for signing a general release of claims. (Ex. C ¶ 6.1.1.) The payment reflects a
21 compromise of the amounts that Plaintiff alleges she is owed in unreimbursed expenses, unpaid
22 overtime, unpaid commissions, and other damages stemming from her alleged misclassification as
23 an independent contractor. Plaintiff's individual settlement is contingent upon the Court's approval
24 of the PAGA Settlement.

25 19. Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
26 Fund ("QSF") administered by the proposed third-party Settlement Administrator, ILYM, within
27 71 days of the Court's approval of the settlement if there are no appeals. (Ex. C ¶¶ 1.7, 4.1.) All
28

1 payments due under the Settlement Agreement will be issued by the Settlement Administrator
2 within 30 days of Defendant's payment into the QSF. (*Id.* ¶ 4.7.)

3 20. The parties propose that the Court appoint ILYM as the Settlement Administrator.
4 The costs of settlement administration are estimated not to exceed \$3,000. (Ex. C ¶ 4.4.) According
5 to its website, ILYM has over thirteen years of experience administering class actions.¹ I have
6 worked with ILYM on other settlements and found it to be an effective settlement administrator. I
7 solicited a bid from another administrator before selecting ILYM, which offered the lowest bid to
8 administer the settlement.

9 21. Prior to mailing PAGA Settlement Members' settlement checks, the Settlement
10 Administrator will update the mailing addresses contained in the PAGA Member Data against the
11 National Change of Address Database. (*Id.* ¶ 4.6.2.) The Settlement Administrator will attempt to
12 determine the correct address for any settlement check that is returned undeliverable and will
13 perform a re-mailing within five (5) calendar days of locating an updated address. (*Id.*) Any
14 Individual Settlement Payment checks that remain undeliverable or uncashed one hundred eighty
15 (180) calendar days after the postmarked date of the initial mailing will be cancelled and the funds
16 associated with such checks will be sent, subject to the Court's approval, to Bet Tzedek Legal
17 Services, as a *cy pres* beneficiary pursuant to Code of Civil Procedure § 384. (*Id.*)

18 22. The release is limited to the PAGA claims asserted in the Action and/or the notice
19 letter to the LWDA, and/or arising from or related to the facts and claims asserted in the Action
20 and/or the notice letter to the LWDA (*Id.* ¶ 5.1.) The release does not cover the putative class claims
21 alleged in the Action, which Plaintiff seeks to dismiss without prejudice. (*Id.* ¶ 5.2.) The release
22 period is from June 28, 2022, to the date on which the Court grants approval of the settlement. (*Id.*
23 ¶ 1.16.)

24 23. The settlement seeks a service payment for Plaintiff Faye Chapman of \$5,000 in
25 recognition of the burdens she assumed and efforts she made on behalf of the State and aggrieved
26

27 _____
28 ¹ <https://www.ilymgroup.com/about>

employees. Attached hereto as **Exhibit D** is the Declaration of Faye Chapman attesting to the work that she performed as PAGA representative.

EXPERIENCE OF PLAINTIFF'S COUNSEL

24. I received a Juris Doctor degree cum laude from Brooklyn Law School in 2005. After serving as a judicial clerk for the Honorable Thomas G. Nelson on the Ninth Circuit Court of Appeals, I joined Outten & Golden LLP in 2006, a plaintiff-side employment law firm, where I exclusively represented plaintiffs in employment litigation and other employee rights matters.

25. In December 2020, I joined O&S as a partner where I continue to represent plaintiffs in individual and class action employment litigation. O&S is a California law firm with offices in Oakland, Pasadena, and Napa Valley. O&S represents individuals and classes in civil litigation and appeals. O&S specializes in employment, consumer, and civil rights matters. All of O&S's partners are leaders in their fields and are widely recognized as experienced and capable litigators on behalf of plaintiffs. More information on our firm is available at www.os-legal.com.

26. I am a member of the California Employment Lawyer's Association ("CELA"). From 2019-2023, I served on the Executive Committee of the California Lawyers Association's Labor & Employment Law Section. I speak frequently on employment law and class action litigation issues.

27. I was named as a "Super Lawyer" for 2013-2018 and 2020-2024, as a "Rising Star" in prior years, and was listed for inclusion in The Best Lawyers of America in 2023 and 2024.

28. While at Outten & Golden, I was the co-head of the firm's class action practice group. Over my career there, I was lead or co-lead counsel on dozens of class and collective action cases which settled favorably for class members. A few examples include:

- *Del Toro Lopez v. Uber Techs., Inc.*, 17-cv-06255-YGR (N.D. Cal. Nov. 14, 2018) (granting final approval of \$10 million employment discrimination class action settlement and approving Outten & Golden's hourly rates ranging from \$250 to \$850 "in light of the market for legal services of this type of quality").

- *Lloyd v. J.P. Morgan Chase & Co.*, No. 11 Civ. 9305 (S.D.N.Y. Oct. 24, 2017)

1 (granting final approval of \$5.707 million wage and hour settlement and stating that “Class
2 Counsel are well qualified, experienced, and have aggressively litigated this action, thereby
3 demonstrating their adequacy as counsel for the class”).

4 • *Behzadi v. International Creative Management Partners, LLC*, No. 14 Civ. 4382,
5 2015 WL 4210906 (S.D.N.Y. July 9, 2015) (certifying class and collective of unpaid interns and
6 approving \$725,000 settlement of wage and hour class action brought under New York and federal
7 law).

8 • *Capsolas v. Pasta Res., Inc.*, No. 10 Civ. 5595, 2012 WL 4760910, at *3 (S.D.N.Y.
9 October 5, 2012) (approving \$5.25 million class action settlement on behalf of restaurant workers
10 and noting that Outten & Golden attorneys “have substantial experience prosecuting and settling
11 employment class actions, including wage and hour class actions, and are well-versed in wage and
12 hour law and class action law”).

13 28. My partner, Christian Schreiber, also performed work in this case. He obtained his
14 J.D. from the UCLA School of Law in 2006 with a concentration in Critical Race Studies and
15 having completed the Program in Public Interest Law & Policy. Prior to founding O&S, he was a
16 partner at Chavez & Gertler LLP, where he prosecuted class action and other complex litigation
17 matters across the country. Mr. Schreiber has served as class counsel in class actions filed in courts
18 across the United States, including numerous wage and hour cases in California. He is actively
19 involved in organizations seeking to promote the interests of workers, consumers, underserved and
20 indigent populations, and legal service providers. He is the chair of the California State Bar’s Legal
21 Services Trust Fund Commission, one which he has served for nearly 10 years. He is also the past
22 Chair of the Board of the Impact Fund, a Berkeley-based non-profit organization that trains class
23 action litigators and litigates and funds public interest impact litigation across the country. Mr.
24 Schreiber provided support on strategy matters at critical points throughout the litigation,
25 participated in the mediation, and also contributed to research and briefing.

26 29. Cassidy Clark is an associate attorney at O&S and performed work on this case.
27 Before working at O&S, Ms. Clark was an associate attorney at Bryan Schwartz Law, where she

1 was involved in class, representative, and individual employment litigation. Ms. Clark obtained her
2 J.D. from Berkeley Law in 2020. During law school, Ms. Clark served as a law clerk at Equal Rights
3 Advocates, a plaintiffs' employment law firm, and was a clinical student at the East Bay
4 Community Law Center. Ms. Clark is a volunteer supervising attorney and lecturer at Legal Aid at
5 Work and active member of the CELA. She has published articles in Plaintiff Magazine regarding
6 employment litigation. Ms. Clark assisted in various research projects relating to motion practice
7 in this case and preparation for the mediation.

8 30. Owen Monkemeier is an associate attorney with O&S. Mr. Monkemeier was
9 involved in litigating this case, including participating in discovery meet and confers. Mr.
10 Monkemeier earned his J.D. from Yale Law School in 2019. Before joining O&S in 2024, he was
11 a Managing Associate at Pasich PC, representing insured entities and individuals in complex
12 coverage disputes against insurance companies. Mr. Monkemeier also served as a staff attorney at
13 the Los Angeles LGBT Center, providing counsel to transgender clients facing discrimination and
14 tenants facing illegal housing practices.

15 31. Estefania Palacios performed legal research, conducted interviews with class
16 members, and assisted with drafting and reviewing discovery. She earned a J.D. from George
17 Washington School of Law in 2023 and joined O&S that year as a law clerk. In 2024, Ms. Palacios
18 became an associate at O&S.

19 32. Multiple paralegals performed work on this case, including reviewing and analyzing
20 documents, editing and preparing briefs and other documents for filing, and filing and serving
21 documents with the court and other parties.

22 33. At O&S, my partners and I have had significant experience litigating complex
23 employment and civil rights cases. Some examples of O&S's work include:

24 • *Flach v. Whisk Logistics, LLC*, Case No. 56-2022-00573024-CU-OE-VTA
25 (Ventura County Superior Court) (approving \$1.75M class and PAGA settlement of wage and hour
26 action on behalf of truck drivers and appointing OS as class counsel).

1 • *Baten v. Michigan Logistics, Inc. et al.*, Case No. 2:18-cv-10229-GW-MRW, Dkt.
2 Nos. 111, 157 (C.D. Cal.) (certifying class of delivery drivers, appointing OS as class counsel, and
3 approving \$1.75M class action settlement).

4 • *Chavez v. Jani-King, Inc.*, Case No. RG19043517 (N.D. Cal. and Alameda County
5 Superior Court) (settlement of \$15,350,000 million for a class of janitors in wage and hour class
6 action and PAGA action).

7 • *Toolajian v. Air Methods Corp.*, Case No. 3:18-cv-06722-AGT (N.D. Cal.)
8 (settlement of \$1.75 million for a class of pilots in wage and hour class action).

9 • *Casteel v. Alaska Airlines, Inc.*, Case No. RCG20052826 (Alameda County
10 Superior Court) (\$3 million settlement in PAGA representative wage and hour action on behalf of
11 aggrieved flight attendants).

12 • *Bernstein v. Virgin America, Inc.*, Case No. 13-cv-02277-JST (N.D. Cal.)
13 (judgment in excess of \$38 million in certified wage and hour case on behalf of flight attendants).

14 • *Bell v. Delta Air Lines*, No. 13-cv-01199 YGR (N.D. Cal.) (class action on behalf
15 of California airline cargo workers for overtime violations, resulting in classwide settlement of
16 \$1.4M).

17 • *Balderas v. Massage Envy*, No. 12-cv-06327 NC (N.D. Cal.) (class action on behalf
18 of California massage therapists for reimbursement of licensing and insurance costs, resulting in
19 classwide settlement of \$519,000 plus significant injunctive relief).

20 • *Li v. A Perfect Day Franchise, Inc. et al.*, No. CV 10-01189 LHK (PSG) (N.D. Cal.)
21 (class action on behalf of low wage workers subjected to massive wage violations, resulting in
22 judgment over \$13M).

23 **ASSESSMENT OF LITIGATION RISKS**

24 34. As detailed above, we extensively litigated this case for over a year. We are
25 extremely well acquainted with the facts and the evidence. Plaintiff and Defendant have vigorously
26 litigated through motion practice, and engaged in extensive negotiations and exchange of data,
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1 documents, and information in order to adequately assess the settlement value and to have fulsome
2 and comprehensive settlement discussions that led to this resolution.

3 35. Based on a thorough investigation and careful evaluation of this action, we have
4 concluded that the settlement is fair, reasonable and adequate and in the best interest of the State
5 and aggrieved employees in light of all known facts and the risk of delay, defenses asserted by
6 Defendant, and potential appellate issues.

7 36. In particular, Defendant has argued that ISRs are not employees but were properly
8 classified as independent contractors and are therefore not entitled to any damages or penalties.
9 Defendant also has argued that the appropriate test for determining ISRs' status is not the "ABC"
10 test under *Dynamex Operations W. Inc. v. Superior Court* (2018) 4 Cal.5th 903, but the multi-factor
11 tests under Lab. Code §§ 2776 (business-to-business) and/or 2783(e) (direct salespeople). In
12 support of their argument, Defendant has argued that ISRs generally work without direct
13 supervision, can make their own schedules, and are required to have their own fundraising
14 businesses to contract with WFC, which are relevant factors under the business-to-business
15 exception. Defendant also has argued that ISRs are engaged in direct sales under Labor Code §
16 2783(e) because their fundraising activities involve in person demonstrations of consumer products
17 (chocolate) to schools which then resell the products not at a retail or wholesale location.

18 37. Although we believe that Defendant would not be able to establish all of the factors
19 of the business-to-business or direct salesperson tests, which it must do to prevail, we recognize
20 that this question raises risk and uncertainty and the strong likelihood that even if Plaintiff prevails,
21 Defendant will appeal.

22 38. Based upon my significant experience in litigating and settling wage and hour and
23 employment class and representative actions, I believe that the proposed settlement is an excellent
24 resolution.

25 39. Each of the 30 aggrieved employees will receive an average payment of
26 approximately \$2,545. Those who worked for the full duration of the relevant period—
27
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approximately 24 ISRs—will receive payments of \$2,923 each. The minimum payment is \$146 for an ISR who worked approximately 3 pay periods during the relevant period.

40. Based on data provided by Defendant, counsel calculated the maximum penalties that could be awarded to be approximately \$1,979,100. This assumes that Plaintiff would have prevailed on all of the asserted violations, and that the Court would have awarded penalties at the rate of \$100 for each pay period for each violation other than the misclassification violation under Lab. Code § 226.8, which carries a maximum penalty of \$25,000 and a minimum penalty of \$10,000 per aggrieved employee. Thus, the proposed settlement constitutes approximately 25% of the maximum potential recovery assuming a \$25,000 per employee payment under Labor Code § 226.8.

41. By comparison, if the Court were to award each aggrieved employee \$10,000 for the Labor Code § 226.8 violation, the proposed settlement would represent 32% of the potential recovery (*i.e.*, \$495,000/\$1,544,100).

42. Set forth below is the breakdown of how the Gross Settlement Amount is to be allocated under the proposed settlement:

Gross Settlement Fund	\$495,000.00
Less Attorneys' Fees	\$165,000.00
Less Costs and Expenses	\$16,626.09
Less Settlement Administration	\$3,000.00
Less Service Payment	\$5,000.00
PAGA Amount Payable to LWDA	\$229,030.43
PAGA Amount Payable to Aggrieved Employees	\$76,343.48

ATTORNEYS' FEES AND COSTS

43. Counsel seeks one-third of the Gross Settlement Amount (\$165,000) as their attorneys' fees plus reimbursement of litigation costs and expenses of \$16,626.09.

pocket expenses to ensure vindication of the important public policies at stake. We have done our best to resolve this case as efficiently and favorably as possible and in doing so available ourselves of the extensive experience and expertise we have developed over the years in handling other representative actions and employment matters.

51. Set forth below are the largest categories of work that we performed and the hours that we spent performing this work:

Motion practice, research, and drafting of pleadings	270 hours
Hearing preparation and attendance	48 hours
Discovery and factual investigation	124 hours
Settlement negotiations and mediation	60 hours

52. Our firm litigated this case effectively and made every effort to divide the work efficiently and avoid duplication of efforts. We also assigned work to attorneys and staff members at lower billing rates whenever possible.

53. O&S is a small firm of three partners, three associates, and two paralegals. The size of our practice and the fact that we take cases primarily on a contingency basis requires us to work efficiently.

54. O&S's 2024 hourly rates are as follows:

Name	Title	Law School Graduation Year	Hourly Rate as of January 1, 2024
Monique Olivier	Partner	1997	\$1050
Christian Schreiber	Partner	2006	\$950
Rachel Bien	Partner	2005	\$925
Owen Monkemeier	Associate	2019	\$550
Cassidy Clark	Associate	2020	\$500
Estefania Palacio	Associate	2023	\$350
	Paralegal	N/A	\$250

	Law clerk	N/A	\$200
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55. Our firm sets its rates based on information that we obtain from other attorneys with comparable practices and from reviewing fee requests and decisions by courts. We set the billing rates for our firm to be consistent with the prevailing market rates in the private sector for attorneys and staff of comparable skill, qualifications and experience. When we charge clients by the hour, the rates listed above are also the rates that we typically charge our paying clients.

56. Courts in California have routinely approved O&S's billing rates. (*See, e.g., Heredia v. Sunrise Senior Living*, Case No. 8:18-cv-01974-JLS-JDE (C.D. Cal.) (approving Ms. Olivier's 2024 hourly rate of \$1,050); *McCraken v. Riot Games, Inc.*, Case No. 18STCV03957 (Los Angeles County Superior Court) (approving Ms. Olivier's 2023 hourly rate of \$975 and Mr. Schreiber's hourly rate of \$875); *Flach v. Whisk Logistics, LLC*, Case No. 56-2022-00573024-CU-OE-VTA (Ventura County Superior Court) (approving Ms. Bien's 2023 hourly rate of \$850); *Bernstein v. Virgin America, Inc.*, 13-cv-02277-JST (N.D. Cal.) (approving Ms. Olivier's 2023 rate of \$975/hour and Mr. Schreiber's 2023 rate of \$875/hour); *Chavez v. Jani-King, Inc.*, Case No. RG19043517 (Alameda County Superior Court) (approving Ms. Olivier's 2022 rate of \$925/hour and Mr. Schreiber's 2022 rate of \$825/hour); *Hidalgo v. Global K9 Protection Group LLC*, Case No. 3:20-cv-02780-VC (N.D. Cal.) (approving 2021 rates); *Casteel v. Alaska Airlines, Inc.*, Case No. RCG20052826 (Alameda County Superior Court) (approving Ms. Olivier's 2020 rate); *Zamora v. Lyft, Inc.*, No. 3:16-cv-02558, Dkt. 103 (N.D. Cal.) (approving Ms. Bien's 2018 rate of \$725).

57. Our rates enable us to take cases on a contingency basis, including public interest cases and cases that seek to enforce important statutory rights. If we were unable to recover our full hourly rates, we would be forced to decline many more cases and would not be able to maintain our contingent fee practice in the employment area because it would not be financially feasible to do so.

58. Employment cases create significant risk for plaintiffs' attorneys regardless of the merits of the case given the enormous expense of litigation, including expert and discovery-related

costs such as depositions. In my experience, it is the possibility of recovering a full compensatory fee award at the conclusion of a successful statutory employment case that provides the incentive necessary for attorneys to accept difficult, time-consuming and risky cases that vindicate the important rights and public policies embodied in employment statutes.

59. Many plaintiffs would not be able to protect their rights if there were not plaintiffs' side contingency firms who could take on their cases. It is difficult for many employees to find competent representation on an affordable or wholly contingent fee basis, where the attorneys only recover fees if they prevail and must advance legal expenses usually for several years before they are reimbursed. It is even more difficult to secure such litigation representation if the employees present a potential case that involves complicated legal issues that have not been definitively resolved like those in this case.

COUNSEL'S CONSIDERATION AND RECOMMENDATION FOR DIMISSAL OF CLASS CLAIMS WITHOUT PREJUDICE

60. I recommend that the Court approve Plaintiff's request to dismiss the class claims without prejudice, and believe the settlement represents the best outcome under the circumstances.

61. As noted above, Defendant obtained individual releases of the claims in this case from 31 of the 46 putative class members in exchange for settlement payments.

62. Thus, there are only 15 putative class members covered by the lawsuit who have not released their claims.

63. Plaintiff did not move for class certification and thus no class was certified.

64. Based on my experience in this case, I believe that at least some of the 15 ISRs who did not sign releases would not have participated in the lawsuit, either as class members if a class were certified or as individual plaintiffs.

65. The proposed PAGA settlement will not release the damages claims of the 15 ISRs who did not sign releases, and thus those who wish to pursue them can do so. Their claims were tolled during the pendency of the action and will remain tolled until a date set by the Court at or after the dismissal of the class claims.

66. I am experienced and knowledgeable in wage and hour litigation and class action litigation more generally. My firm has acted as class counsel on dozens of wage and hour class actions. I am very familiar with the issues associated with class action litigation and believe, based on all the factors described above, that the Court should dismiss the class claims and allow the parties' settlement to become effective.

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

Executed on January 8, 2025 in Los Angeles, California.

OLIVIER & SCHREIBER PC

Rachel Ben

Rachel Bien

Attorneys for Plaintiff

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Faye Chapman

Plaintiff/Petitioner(s)

VS.

World's Finest Chocolate, Inc.

Defendant/Respondent

(s)

No. 23CV038555

Date: 04/12/2024

Time: 4:17 PM

Dept: 21

Judge: Noël Wise

ORDER re: Ruling on Submitted
Matter

The Ex Parte Application Plaintiff's Notice and Ex Parte Application for Protective Order filed by Faye Chapman on 03/07/2024 is Denied.

The Court, having taken the matter under submission on 04/11/2024, now rules as follows:

ORDER

The application of plaintiffs regarding the communications of defendant World's Finest Chocolate ("WFC") with absent class members is DENIED.

BACKGROUND

On 7/17/23, plaintiff filed this putative class action alleging Labor Code violations.

In September and October 2023, WFC had meetings with employees about the lawsuit and gave the employees proposed settlement agreements. (Forbes Dec, paras 5-25.)

On 10/10/23, WFC sent a letter to its workers in which WFC described this case, asserted the case has little merit, and made a settlement offer. The letter states, among other things: "A copy of the operative complaint that contains all of these claims (titled the First Amended Class Action Complaint, and referred to in this letter as the "Complaint") is attached to this letter for your review. Plaintiff is represented by a law firm called Olivier & Schreiber LLP."

The letter also states: "If you are interested in settling your claims in the Class Action Lawsuit, you can sign the Settlement Agreement today or at any time in the next five days. If you sign the Settlement Agreement today, you will receive a check for the full amount of your payment, promptly. You may consult with an attorney of your choosing or contact Plaintiff's counsel if you choose. Their names appear on the attached Complaint."

In October 2023, WFC also presented a PowerPoint to its workers. (Kreeger Dec., Exh A, B.). The PowerPoint included the following information: "You may consult with an attorney before signing if you choose. You can even consult with Ms. Chapman's attorneys if you choose. Their

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

contact information is on the Complaint we provided to you in connection with this presentation. ... If special circumstances mean that you need more than 5 days to think about it, contact Amber Suba to discuss.”

In October 2023, WFC announced that if an employee signed a settlement agreement, then WFC would refund the employee some money that WFC had previously withheld, but WFC would not refund the money to employees who elected to not sign the settlement agreement. (Forbes Dec, paras 26-32.)

On 3/1/24, defendant WFC sent a letter to absent class members in which WFC made statements about the case, stated that WFC would be seeking discovery from the employees in any putative class, and again made an offer of settlement (Forbes Dec, para 35, Exh A.) This letter did not identify the case, identify counsel for plaintiffs in the complaint or attach the complaint.

The letter of 3/1/24 concluded: “If you are interested in discussing this settlement opportunity, please contact [WFC management]. If we do not hear from you in the next ten (10) days, or if you decline this second offer, we will need to move forward with serving you with a court-issued subpoena that orders you to produce documents, including those described above, and to appear for your deposition.”

On 3/18/24, defendant WFC served subpoenas on third party witnesses. (Bien Supp Dec, Exh G, H)

Plaintiff seeks an order (1) Prohibiting Defendant and its attorneys from communicating with putative class members about the lawsuit or settling their claims in the lawsuit; (2) Invalidating any releases that Defendant obtained from putative class members as a result of the letter that Defendant sent on or about March 1, 2024; (3) Approving the proposed corrective notice to putative class members who were sent the letter dated on or about March 1, 2024; and [arguably] (4) Ordering Defendant to provide Plaintiff’s counsel with the contact information for these putative class members so that the corrective notice can be mailed to them.

During the 4/11/24 hearing on this motion, counsel for WFC informed the court that it obtained releases/settlement agreements with all but eleven putative class members prior to March 1, 2024, and received no additional releases/settlement agreements from putative class members after that date.

COMMUNICATIONS WITH PUTATIVE CLASS MEMBERS GENERALLY

The court may regulate pre-certification communications “to prevent abuses which might undermine the proper administration of justice.” (Parris v. Superior Court (2003) 109 Cal. App. 4th 285, 296.) (Rule Prof Conduct 4.3; ABA Formal Opinion 07-445 at fn 4.). Communications by defense counsel to employees of a corporate defendant must comply with Rule of Professional Conduct 1.13(f).

This case is presently pre-certification. Before class certification the absent members of the putative class are not represented by Plaintiff’s counsel by Court order or operation of law. (Atari, Inc. v. Superior Court (1985) 166 Cal.App.3d 867, 873 [“We cannot accept the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

suggestion that a potential (but as yet unapproached) class member should be deemed “a party ... represented by counsel” even before the class is certified”].) As a result, all counsel may communicate informally with members of the putative class without violating Rule of Professional Conduct 4.3. (Parris v. Superior Court (2003) 109 Cal. App. 4th 285, 298; Howard Gunty Profit Sharing Plan v. Superior Court (2001) 88 Cal.App.4th 572, 581; Atari, Inc. v. Superior Court (1985) 166 Cal.App.3d 867, 873. See generally ABA Formal Opinion 07-445.)

COMMUNICATIONS WITH PUTATIVE CLASS MEMBERS - SETTLEMENT OFFERS

As a matter of general policy, California encourages settlement of claims. (Bank of San Pedro v. Superior Court (1992) 3 Cal.4th 797, 804-805; Wilson v. Wal-Mart Stores, Inc. (1999) 72 Cal.App.4th 382, 390-391.)

As a matter of class action jurisprudence, prior to an order certifying a class, a defendant can solicit individual settlement agreements as long as it does not engage in deceptive, misleading, or coercive conduct. (Chindarah v. Pick Up Stix, Inc. (2009) 171 Cal. App. 4th 796, 799.) (See also Home Sav. & Loan Assn. v. Superior Court (1974) 42 Cal.App.3d 1006, 1010.)

Plaintiffs have not demonstrated that the court should prevent WFC and its attorneys from communicating settlement offers to putative class members. The October 2023 letter, settlement offer, and PowerPoint presented to employees are not at issue in this motion. (Kreeger Dec., Exh A, B.)

During the 4/11/24 hearing on this motion, counsel for WFC stipulated that WFC would not initiate any further settlement discussions with any putative class members, and would only engage in any such communications if those discussions were initiated by putative class members.

The court ORDERS that any future communications by WFC to the putative class members must not be deceptive, misleading, or coercive. In addition, any future communications by WFC regarding settlement must include the following language that is consistent with that WFC included in its October 2023 PowerPoint presentation: “Before signing any settlement document or release you may if you choose consult with an attorney. Ms. Chapman’s attorneys are Olivier & Schreiber LLP and their contact information is on the Complaint we provided to you in connection with this presentation.”

The letter of 3/1/24 is at issue in this motion. The letter is not neutral, but plaintiffs have not demonstrated that the letter was deceptive or misleading. Plaintiffs assert that WFC’s 3/1/24 letter was coercive, in part because the letter states that if the workers do not enter into settlement agreements, then WFC will serve them with third party subpoenas.

CRC 3.768(a)(1) states “The following types of discovery may be sought, through service of a subpoena and without a court order, from a member of a class who is not a party representative or who has not appeared.” “[I]t does not constitute duress or coercion to threaten to do that which a party has a legal right to do.” (Marshall v. Packard-Bell Co. (1951) 106 Cal.App.2d 770, 774.)

Furthermore, as a matter of litigation dynamics, a party may reasonably consider the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

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inconvenience and expense of discovery as a factor in whether the person decides to settle a case. (Chalmers v. County of Los Angeles (1985) 175 Cal.App.3d 461, 466 [Government claims are “to provide the public entity with notice of the action to permit investigation and, possibly, settlement to avoid the expense of litigation”].)

WFC’s 3/1/24 letter was an advocacy communication that encouraged employees to settle their claims, and the court is concerned that WFC failed to remind putative class members that they were free to communicate with legal counsel prior to signing a release or settlement agreement. However, as noted above, no remaining putative class members elected to sign a release/settlement agreement following the 3/1/24 letter, and WFC has stipulated it will not initiate any further settlement discussions with putative class members.

INVALIDATING SETTLEMENT AGREEMENTS

The court is not concerned with the individual terms of any settlement agreement, but is instead focused on whether WFC mislead or coerced absent class members and thereby engaged in “abuses which might undermine the proper administration of justice.” (Parris, 109 Cal.App.4th 296.)

When a defendant is making an offer of settlement directly to individual absent class members, the absent class members control whether to pursue or compromise their claims. Individual control over the decision to compromise distinguishes the direct individual settlement offer from the class action settlement. When a case is settled as a class action, there is the possibility that the interests of the named plaintiffs and/or class counsel may have diverged from those of the class, and the court has a fiduciary duty to absent class members to ensure that a class settlement is adequate. (C.R.C. 3.769; Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129.) The need for court supervision exists in other situations where one person is compromising the claim of another. (C.C.P. § 372; Probate Code §§ 3500 et seq.) In contrast, where a

defendant is making an offer of settlement directly to individual absent class members, the absent class members control whether to pursue or compromise their claims.

Because no putative class members executed releases following WFC’s 3/1/24 letter, plaintiffs’ request to invalidate all such releases is moot.

Nothing in this order precludes any individual WFC worker from asserting that any settlement offer it received from WFC at any time was deceptive, misleading, or coercive as to that worker.

CORRECTIVE NOTICE

Plaintiffs have not demonstrated that a court approved corrective notice is appropriate.

Counsel for plaintiffs may, however, send their own letters to members of the putative class and otherwise communicate with the members of the putative class. Counsel for plaintiffs may communicate with defendant’s employees (the members of the putative class) pre-certification. (Jorgensen v. Taco Bell Corp. (1996) 50 Cal.App.4th 1398.) As with communications by the defendant, the communications must not be deceptive, misleading, or coercive.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.

Dated : 04/12/2024

A handwritten signature in black ink, appearing to read "Noel Wise", is centered on the page.

Noel Wise / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 04/12/2024
PLAINTIFF/PETITIONER: Faye Chapman	Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy
DEFENDANT/RESPONDENT: World's Finest Chocolate, Inc.	N. Hall
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV038555

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 Order re: Ruling on Submitted Matter 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.

John Peter Zaimes
ArentFox Schiff LLP
john.zaimes@afslaw.com

Rachel Bien
Olivier & Schreiber LLP
rachel@os-legal.com

Dated: 04/12/2024

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Faye Chapman

Plaintiff/Petitioner(s)

VS.

World's Finest Chocolate, Inc.

Defendant/Respondent

(s)

No. 23CV038555

Date: 07/31/2024

Time: 10:53 AM

Dept: 21

Judge: Noël Wise

ORDER re: Ruling on Submitted

Matter filed by World's

Finest Chocolate, Inc.

(Defendant) on

07/18/2024

The Motion to Quash PLAINTIFF'S NOTICE OF MOTION AND MOTION TO STAY AND QUASH SUBPOENAS ISSUED BY DEFENDANT TO ABSENT CLASS MEMBERS, FOR PROTECTIVE ORDER, AND FOR SANCTIONS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF filed by Faye Chapman on 06/14/2024 is Granted in Part.

The Court, having taken the matter under submission on 07/30/2024, now rules as follows:

The motion of Plaintiff to quash deposition subpoenas to putative class members is GRANTED IN PART.

BACKGROUND

On 7/17/23, plaintiff filed this putative class action alleging Labor Code violations. The court has not certified a class.

On 4/12/24, the court denied the application of plaintiffs regarding the communications of defendant World's Finest Chocolate ("WFC") with absent class members.

On 5/15/24, counsel for WFC advised counsel for plaintiff "that he was experiencing a serious medical issue and that other members of his team were on leaves of absence and requested a 30-day hold of all litigation." On 5/22/24, counsel for plaintiff "confirmed my agreement to the 30-day hold." (Bien Dec para 6, 9.)

On 6/7/24, 6/10/24, and 6/13/24, WFC served deposition subpoenas on putative class members Jill Wain, Theron Conley, Derrick Shima. (Bien Dec, para 11, Exhs E, F, G.) The deposition subpoenas seek both documents and testimony. WFC served counsel for plaintiff with copies of

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

the subpoenas.

Plaintiffs ask the court for an order to stay and quash the deposition subpoenas.

STANDING

Counsel for plaintiffs seek to quash the deposition subpoenas on third party witnesses and putative class members Jill Wain, Theron Conley, Derrick Shima. This is permissible.

Counsel has not presented evidence that counsel has entered into an attorney-client relationship individually with each or any of the proposed deponents.

Counsel's role as counsel for the plaintiff does not mean that counsel is counsel for the members of the putative class. This case is presently pre-certification. Before class certification the absent members of the putative class are not represented by Plaintiff's counsel by Court order or operation of law. (*Atari, Inc. v. Superior Court* (1985) 166 Cal.App.3d 867, 873 ["We cannot

accept the suggestion that a potential (but as yet unapproached) class member should be deemed "a party ... represented by counsel" even before the class is certified"].)

Counsel's status as counsel for plaintiff permits counsel to assert that the deposition notices are burdensome. CCP 1987.1(b)(1) states that a party may make a motion to quash, modify, or limit a subpoena on a third party. "[I]t is well established that, under appropriate circumstances, a litigant "may assert the privacy rights of third parties." (*County of Los Angeles v. Superior Court* (2021) 65 Cal.App.5th 621, 635.)

ABILITY TO SERVE DEPOSITIONS TO PUTATIVE ABSENT CLASS MEMBERS

Before class certification, a putative member of a class is a third-party witness. As a matter of law, a party to a lawsuit may serve a deposition notice on a third-party witness. (CCP 1987.)

After class certification, a member of a class is a party. As a matter of law, a party to a lawsuit may serve a deposition notice on a member of a class without a court order. (CRC 3.768(a).)

THESE DEPOSITION NOTICES IN THE CONTEXT OF THIS CASE

The deposition notices seeking testimony are not unduly burdensome. Although the depositions are third party depositions, any deposition would presumptively be limited to seven hours and must take place at an appropriate location. (CCP 2025.290 [time]; CCP 2025.260 [location].)

The deposition notices seeking documents appear to be reasonable in part and appear overly broad in part. Wain Depo Nos. 1, 2, 3, 5, 6, 10, 11, 13, 14, 15 seek documents directly related to the claims and defenses and appear to be reasonable. Wain Depo No 4 is overbroad because it might include W-2s and tax returns. Wain Depo Nos 7, 8, 9, 12, appear to be overbroad in light of the limited relevance in the case.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Plaintiffs raise concerns that concern professional ethics and civility.

First, the deposition notices were served with a cover letter that does not identify Plaintiff's counsel and invites putative class members to communicate with WFC's counsel regarding any questions about the subpoenas, document demands, and the date and time of their deposition. This is probably permissible given that the deponents are not represented by plaintiff's counsel. (Continental Ins. Co. v. Superior Court (1995) 32 Cal.App.4th 94 [attorney may contact former employees].) Counsel had an obligation to the third-party witnesses to explain that they were counsel for the company.

Second, on 5/15/24, counsel for WFC sought a 30-day hold on the case because "he was experiencing a serious medical issue and that other members of his team were on leaves of absence." On 5/22/24, counsel for plaintiff "confirmed my agreement to the 30-day hold." (Bien Dec para 6, 9.) Despite the request by WFS's counsel for a hold on litigation, WFC then served subpoenas on 6/7/24, 6/10/24, and 6/13/24. It is inconsistent with professional conduct to ask for and get agreement on a discovery hold for personal health reasons, and then serve discovery while the requested hold is in place.

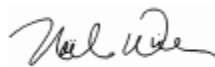
SUMMARY

The depositions of the putative class members may go forward. That noted (1) counsel for plaintiffs must clarify whether they represent the deponents; (2) counsel for plaintiffs may attend the depositions and may make objections without regard to whether they represent the witnesses; and (3) the depositions should be scheduled at times and locations reasonably convenient for the witnesses and for counsel for both sides.

The courts comment's on the documents requested are observations and guidance but are not orders. The scope of the documents requested was not raised directly in the motion. If the witnesses personally or through counsel make any objections before or at the depositions, then the court can address the objections in the context of the specific facts of the relevancy and burden of responding to any given request. (Civil Practice Before Trial, Weil & Brown, section 8:556 et seq)

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.

Dated : 07/31/2024



Noël Wise / Judge

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 07/31/2024
PLAINTIFF/PETITIONER: Faye Chapman	Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy N. Hall
DEFENDANT/RESPONDENT: World's Finest Chocolate, Inc.	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV038555

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 Order re: Ruling on Submitted Matter filed by World's Finest Chocolate, Inc. (Defendant) on 07/18/2024 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.

John Peter Zaimes
ArentFox Schiff LLP
john.zaimes@afslaw.com

Rachel Bien
Olivier & Schreiber LLP
rachel@os-legal.com

Dated: 07/31/2024

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk

EXHIBIT C

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Attorneys for Plaintiff
Faye Chapman

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA
UNLIMITED JURISDICTION

FAYE CHAPMAN, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

WORLD'S FINEST CHOCOLATE, INC.
AND DOES 1-10,

Defendants.

Case No. 23CV038555

*[Assigned for All Purposes to Hon. Somnath
Raj Chaterjee, Dept. 21]*

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Hearing Date: February 4, 2025

Hearing Time: 1:30 p.m.

Reservation No.: 764348946450

1 This Settlement Agreement is made and entered into between (1) Plaintiff Faye Chapman
2 (“Plaintiff”), on behalf of all PAGA Settlement Members (as defined herein) and (2) Defendant
3 World’s Finest Chocolate, Inc. (“Defendant”) (referred to collectively as the “Parties”), subject to
4 approval from the Court, as provided below.

5 The Parties intend this PAGA Representative Action Settlement Agreement to fully and
6 finally resolve and settle the Released PAGA Claims, as follows:

7 **1. DEFINITIONS**

8 **1.1 “Action”** refers to the civil action that Plaintiff filed in Superior Court,
9 Alameda County, titled *Chapman v. World’s Finest Chocolate, Inc.*, Case No. 23CV038555. The
10 Action is a putative class action and representative action under the Private Attorneys General
11 Act of 2004, Lab. Code §§ 2699 *et seq.* (“PAGA”).

12 **1.2 “Agreement”** refers to this PAGA Representative Action Settlement
13 Agreement.

14 **1.3 “Approval Order”** refers to the order issued and entered by the Court
15 following a motion for approval of this Settlement.

16 **1.4 “Complaint”** refers to the operative First Amended Complaint that
17 Plaintiff filed on September 6, 2023.

18 **1.5 “Defendant”** refers to World’s Finest Chocolate, Inc.

19 **1.6 “Defendant’s Counsel”** refers to Daniel J. McQueen and Jeffrey B.
20 Weston of Arent Fox Schiff LLP. For purposes of providing any notices required under this
21 Settlement, Defendant’s Counsel shall refer to: Daniel J. McQueen and Jeffrey B. Weston of
22 Arent Fox Schiff LLP, 555 South Flower Street, 43rd Floor, Los Angeles, CA 90071.

23 **1.7 “Effective Date”** shall be only after the Court grants approval of the
24 Settlement and upon Plaintiff’s service of the Notice of Entry of Order and/or Judgment on
25 Defendant and upon the latter of: (i) if no appeal or other challenge is filed, the sixty-first day
26 following Notice of Entry of the Court’s Order and/or Judgment; or (ii) if an appeal is filed, (a)
27 the date of affirmance of an appeal of the Order and/or Judgment becomes final under the
28

1 California Rules of Court; or (b) the date of final dismissal of any appeal from the Order and/or
2 Judgment or the final dismissal of any proceeding on review of any court of appeal decision
3 relating to the Order and/or Judgment. Within 10 days of the Effective Date, Defendant will cause
4 the Gross Settlement Amount to be paid into the settlement account established by the Settlement
5 Administrator.

6 **1.8 “Eligible Pay Periods”** refers to all pay periods in which a PAGA
7 Settlement Member worked as an Independent Sales Representative (“ISR”) with Defendant
8 during the PAGA Period. Based on Defendant’s records, there were approximately 1,717
9 Eligible Pay Periods between June 28, 2022 and December 18, 2024.

10 **1.9 “Gross Settlement Amount”** refers to the \$495,000 that Defendant has
11 agreed to pay to settle the Action. This sum shall include all Individual Settlement Payments
12 made to PAGA Settlement Members, Settlement Administration Costs, the Service Award, the
13 LWDA Payment, and Attorneys’ Fees and Costs, as set forth below. No portion of the Gross
14 Settlement Amount shall revert to Defendant.

15 **1.10 “Individual Settlement Payment”** refers to the amount calculated by the
16 Settlement Administrator to be distributed to each individual PAGA Settlement Member.

17 **1.11 “Judgment”** refers to the final judgment by the Court after approval of the
18 Settlement.

19 **1.12 “LWDA”** refers to the California Labor & Workforce Development
20 Agency.

21 **1.13 “LWDA Payment”** refers to the seventy-five percent (75%) of the Net
22 Settlement Amount that constitutes the LWDA’s share of the settlement of civil penalties paid
23 under this Settlement pursuant to the PAGA.

24 **1.14 “Net Settlement Amount”** refers to the Gross Settlement Amount minus
25 the Settlement Administration Costs, Attorneys’ Fees and Costs, and the Service Award. The Net
26 Settlement Amount shall include all Individual Settlement Payments due to PAGA Settlement
27 Members and the LWDA Payment.
28

1 **1.15 “PAGA Distribution Fund”** refers to the twenty-five percent (25%) of the
2 Net Settlement Amount that will be distributed to PAGA Settlement Members.

3 **1.16 “PAGA Period”** refers to the period from June 28, 2022 through the date
4 on which the Court approves the Settlement.

5 **1.17 “PAGA Settlement Members”** refers to all California ISRs who worked
6 during the PAGA Period. There are 30 PAGA Settlement Members.

7 **1.18 “Parties”** refers to Plaintiff and Defendant.

8 **1.19 “Plaintiff”** refers to Faye Chapman.

9 **1.20 “Plaintiff’s Counsel”** refers to Olivier & Schreiber PC. For purposes of
10 providing any notices required under this Settlement, Plaintiff’s Counsel shall refer to Rachel
11 Bien, Olivier & Schreiber PC, 595 East Colorado Blvd., Suite 418, Pasadena, CA 91101.

12 **1.21 “Released PAGA Claims”** refers to those claims defined in Paragraph 5.1
13 of this Settlement. The Released PAGA Claims shall apply to all PAGA Settlement Members.

14 **1.22 “Released Parties”** refers to Defendant and any parent companies,
15 subsidiaries, affiliates, current and former management companies, shareholders, members, agents
16 (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
17 present or future officers, directors and employees) predecessors, successors, and assigns.

18 **1.23 “Service Payment”** refers to any payment that the Court awards to
19 Plaintiff for her efforts in prosecuting the Action on behalf of the PAGA Settlement Members.

20 **1.24 “Settlement”** refers to the terms of this Agreement.

21 **1.25 “Settlement Administrator”** refers to ILYM Group, Inc., the third-party
22 administrator agreed to by the Parties, subject to Court approval, which will perform the
23 settlement administration and distribution of payment functions further described in this
24 Settlement. The Settlement Administrator shall establish its own employer identification number
25 and file an Internal Revenue Service Form W-9. The Settlement Administrator shall meet all of
26 the requirements to establish a Qualified Settlement Fund (“QSF”) pursuant to U.S. Treasury
27 Regulation Section 468B-1.
28

1 **2. PROCEDURAL HISTORY AND RECITALS**

2 **2.1** On June 28, 2023, Plaintiff submitted a letter to the LWDA providing
3 notice of her claims under PAGA.

4 **2.2** On July 17, 2023, Plaintiff filed the Action bringing individual and class
5 action claims against Defendant based upon Defendant's alleged misclassification of ISRs as
6 independent contractors under California law.

7 **2.3** On September 6, 2023, Plaintiff filed a First Amended Complaint adding
8 her PAGA claims.

9 **2.4** The Parties engaged in discovery and motion practice and attended a
10 mediation before resolving the Action. Plaintiff obtained documents from Defendant relating to
11 ISRs' job duties and compensation policies applicable to ISRs, contracts between Defendant and
12 ISRs, and data reflecting ISRs' compensation and pay periods.

13 **2.5** Defendant settled the claims of 31 ISRs after the Action was filed.
14 Defendant paid these individuals a sum of money in exchange for a release of their employment
15 claims during the period covered by the class claims in the Action.

16 **2.6** The Parties attended a mediation with Jeffrey Fuchsman on October 16,
17 2024, which resulted in a mediator's proposal that the Parties accepted.

18 **2.7** Based on Plaintiff's Counsel's thorough investigation and evaluation of the
19 claims, Plaintiff's Counsel believes that the terms set forth in this Settlement are fair, reasonable,
20 adequate, and in the best interest of the State and of the PAGA Settlement Members. Plaintiff's
21 Counsel investigated and litigated the claims, as discussed above, and thus appreciates the risks
22 Plaintiff faced at trial and on appeal, as well as the benefits of the Settlement.

23 **2.8** Defendant denies that it is liable for civil penalties as alleged in the Action.
24 Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant
25 has agreed to settle the Action to avoid the burden, expense, and uncertainty of continuing the
26 Action. Any stipulations or statements by Defendant contained in this Settlement are made for
27 settlement purposes only.
28

1 **2.9** It is the desire of the Parties to fully settle the PAGA claims that were
2 asserted in the Action and to dismiss without prejudice the class claims.

3 **2.10** The Parties agree to cooperate and to take all steps necessary and
4 appropriate to effectuate all aspects of this Settlement.

5 **3. SETTLEMENT ADMINISTRATOR**

6 **3.1 Settlement Administrator.** The Parties will request that the Court appoint
7 ILYM Group, Inc., as the Settlement Administrator. All disputes relating to the Settlement
8 Administrator's performance of its duties, after good-faith efforts by the Parties to first resolve
9 such disputes, will be referred to the Court, if necessary, which will have continuing jurisdiction
10 over this Settlement until all payments and obligations contemplated by this Settlement have been
11 fully completed.

12 **3.2 Data for Settlement Administrator.**

13 **3.2.1** Defendant will provide Plaintiff's Counsel and the Settlement
14 Administrator with a list containing the following for each PAGA Settlement Member: (1) name;
15 (2) number of Eligible Pay Periods during the PAGA Period; (3) last known address; and (4) last
16 known telephone number. In addition, Defendant will also provide the Settlement Administrator
17 with each PAGA Settlement Member's Social Security number to enable the Settlement
18 Administrator to perform its tax reporting duties. The information described herein shall be
19 referred to hereafter as "PAGA Member Data." Defendant will provide the PAGA Member Data
20 by no later than February 4, 2025.

21 **3.2.2 Confidentiality of PAGA Member Data.** Defendants are
22 providing the PAGA Member Data confidentially, and the Settlement Administrator shall treat
23 the PAGA Member Data as private and confidential and take all necessary precautions to
24 maintain the confidentiality of the PAGA Member Data. The Settlement Administrator is to use
25 this information only to carry out the Settlement Administrator's duties as specified in this
26 Settlement.

1 **3.3 Settlement Administrator’s Duties.** The Settlement Administrator will
2 perform the calculations set forth in Paragraph 4.6, make the payments as set forth in Paragraphs
3 4.7-4.8, and perform all other duties necessary to effectuate the administration of the Settlement
4 as provided in this Agreement. The Settlement Administrator will periodically provide reports to
5 the Parties updating them on the status of its administration duties. If requested by the Court, the
6 Settlement Administrator will prepare, and submit to the Parties, a signed declaration suitable for
7 filing in Court attesting to its disbursement of all payments required under this Agreement.

8 **4. DISTRIBUTION OF SETTLEMENT PROCEEDS**

9 **4.1 Gross Settlement Amount.** Defendant agrees to pay \$495,000 as the
10 Gross Settlement Amount. Defendant will cause the Gross Settlement Amount to be paid into the
11 Qualified Settlement Fund established by the Settlement Administrator within 10 days of the
12 Effective Date.

13 **4.2 Attorneys’ Fees and Costs.** Plaintiff’s Counsel intends to request that the
14 Court approve an award for: (a) attorneys’ fees in the amount up to one-third of the Gross
15 Settlement Amount; and (b) costs and expenses incurred in the Action, which are anticipated to
16 be no more than \$25,000 (collectively referred to as “Attorneys’ Fees and Costs”).

17 **4.3 Service Payment.** Plaintiff’s Counsel intends to request, and Defendant
18 will not oppose, that the Court award a Service Payment to Plaintiff in the amount of \$10,000, to
19 be drawn from the Gross Settlement Amount, for her service in bringing the Action on behalf of
20 the State and the PAGA Settlement Members. The Service Award shall be reported by the
21 Settlement Administrator on an IRS 1099-MISC basis. To the extent that the Court approves less
22 than the amount of the Service Payment that Plaintiff’s Counsel requests, the difference will be
23 included in the Net Settlement Amount.

24 **4.4 Settlement Administration Costs.** Plaintiff’s Counsel intends to request
25 that the Court approve the costs of settlement administration currently estimated not to exceed
26 \$3,000 (“Settlement Administration Costs”). The Settlement Administration Costs approved by
27 the Court will be paid from the Gross Settlement Amount. Any amount of Settlement
28

Administration Costs requested by Plaintiff's Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount. Upon completion of administration of the Settlement set forth in this Agreement, the Settlement Administrator shall provide written certification of such completion to Plaintiff's Counsel and Defendant's Counsel.

4.5 LWDA Payment. The Parties will seek approval from the Court for an LWDA Payment consisting of seventy-five percent (75%) of the Net Settlement Amount as the LWDA's share of the settlement of civil penalties paid under this Settlement pursuant to PAGA ("LWDA Payment"). The remaining twenty-five percent (25%) of the Net Settlement Amount will constitute the "PAGA Distribution Fund" for distribution to PAGA Settlement Members.

4.6 Allocation of PAGA Distribution Fund. PAGA Settlement Members will be eligible to receive a portion of the PAGA Distribution Fund based on their Eligible Pay Periods as reflected in the PAGA Member Data.

4.6.1 The Settlement Administrator will calculate the total number of Eligible Pay Periods and determine each PAGA Settlement Member's proportionate share of the Net Settlement Amount by dividing the number of Eligible Pay Periods attributable to that PAGA Settlement Member by the total number of Eligible Pay Periods multiplied by the PAGA Distribution Fund.

4.6.2 The Settlement Administrator shall issue a check to each PAGA Settlement Member for their Individual Settlement Payment with a letter explaining the payment, a copy of which is attached hereto as "Exhibit A." Prior to mailing, the Settlement Administrator will update the mailing addresses contained in the PAGA Member Data against the National Change of Address Database. Individual Settlement Payments will be reported on a Form 1099 as "MISC" income to the extent required by law.

4.7 Timing of Settlement Payments. Within 30 days after Defendant pays the Gross Settlement Amount into the Qualified Settlement Fund, the Settlement Administrator will mail checks to PAGA Settlement Members, make the LWDA Payment to the LWDA, wire Plaintiff's Counsel their approved Attorneys' Fees and Costs, mail Plaintiff her approved Service

1 Payment, and deduct from the Gross Settlement Amount its approved Settlement Administration
2 Costs.

3 **4.8 Undeliverable or Uncashed Checks.** Any Individual Settlement Payment
4 checks returned to the Settlement Administrator as undeliverable shall be sent within five (5)
5 calendar days via First Class U.S. Mail to any forwarding address affixed thereto. If no
6 forwarding address is provided, the Settlement Administrator shall attempt to determine the
7 correct address, and it shall then perform a re-mailing within five (5) calendar days of locating an
8 updated address. Any Individual Settlement Payment checks that remain undeliverable or
9 uncashed one hundred eighty (180) calendar days after the postmarked date of the initial mailing
10 of the Individual Settlement Payments will be cancelled and the funds associated with such
11 checks will be sent, subject to the Court's approval, to Bet Tzedek Legal Services, as a *cy pres*
12 beneficiary pursuant to Code of Civil Procedure § 384. The Settlement Administrator shall notify
13 Plaintiff's Counsel and Defendant's Counsel of any undeliverable checks.

14 **4.9 Tax Payment Considerations.** Plaintiff's Counsel and Defendant's
15 Counsel are not giving any tax advice in connection with the Settlement or any payments to be
16 made pursuant to the Settlement.

17 **5. RELEASE**

18 **5.1 Released Claims by LWDA and PAGA Settlement Members.** By
19 operation of the entry of the Approval Order and Judgment, subject to Defendant's full payment
20 of the Gross Settlement Amount into the QSF, and except as to such rights or claims as may be
21 created by this Settlement, Plaintiff, on behalf of the State of California and each PAGA
22 Settlement Member, releases the Released Parties from all claims under PAGA asserted in the
23 Action, as amended, and/or arising from or related to the facts and claims alleged in the Action,
24 as amended, or the PAGA letter sent to the LWDA on Plaintiff's behalf, or that could have been
25 raised in the Action, as amended, or the June 28, 2023 PAGA letter sent to the LWDA based on
26 the facts and claims alleged, including all claims under the PAGA that are derivative to claims for
27 unpaid wages, including, failure to pay minimum wages, overtime, and interest; the calculation of
28

1 the regular rate of pay; failure to authorize and permit rest periods; payment for all hours worked;
2 failure to reimburse business expenses; wage statements; failure to pay all wages when due;
3 failure to provide paid sick leave; as well as all claims for attorneys' fees and costs related to the
4 above claims. This release excludes the release of claims not permitted by law.

5 **5.2** The above release does not release the putative class claims alleged in the
6 Action. With respect to those claims, Plaintiff will request that the Court dismiss them without
7 prejudice pursuant to Rule of Court 3.770. Plaintiff will make this request at the same time that
8 she files her Motion for Approval of PAGA Settlement.

9 **5.3** The above release also does not release Plaintiff's individual claims alleged
10 in the Action. Plaintiff has agreed by separate agreement with Defendant to a general release of
11 claims covering her individual claims in the Action in exchange for a payment of \$80,000.

12 **6. SETTLEMENT APPROVAL PROCEDURE**

13 **6.1 Settlement Approval.**

14 **6.1.1** Plaintiff shall submit an unopposed Motion for Approval of PAGA
15 Settlement on or before January 8, 2025. The motion shall seek an order to approve the proposed
16 Settlement and dismiss the class action claims in the Action without prejudice pursuant to Rule of
17 Court 3.770. The motion shall include the basis for the Gross Settlement Amount and why the
18 amount is reasonable in light of the facts and controlling authorities pertaining to the claims
19 alleged. The motion shall also inform the Court that Plaintiff has agreed to a general release of
20 claims against Defendant in exchange for a payment of \$80,000.

21 **6.1.2** Plaintiffs shall submit a copy of the Settlement Agreement to the
22 LWDA for review pursuant to Lab. Code § 2699(l) at the same time that it submits the
23 Agreement to the Court.

24 **6.2 Effect of Failure to Obtain Approval.** If this Settlement or a
25 substantially similar settlement mutually agreed to by the Parties is not approved, the Action shall
26 proceed as if no settlement had been attempted. Notwithstanding the forgoing, the Parties agree
27
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1 to seek approval of the Settlement and work together to provide supplemental briefing if
2 requested by the Court.

3 **6.3 Entry of Judgment.** Upon issuance of the Approval Order, the Parties
4 shall request that the Court enter Judgment in the case.

5 **6.3.1 Effect of Failure to Obtain Judgment.** In the event the Court
6 fails to enter Judgment in accordance with this Settlement, or such final judgment is vacated or
7 reversed, the Action shall proceed as if no settlement had been attempted unless the Parties jointly
8 agree to seek reconsideration or appellate review of the ruling or Court approval of a renegotiated
9 settlement.

10 **7. MISCELLANEOUS**

11 **7.1 Parties' Authority.** The signatories hereto represent that they are fully
12 authorized to enter into this Settlement and are fully authorized to bind the Parties to all terms
13 stated herein.

14 **7.2 Confidentiality.** Neither Plaintiff nor Plaintiff's Counsel shall issue any
15 press release or announcement of any kind related in any way to the Settlement. Unless otherwise
16 required by law or under the terms of the Settlement, Plaintiff agrees to limit her statements
17 regarding the terms of the Settlement, whether oral, written, or electronic, to say the Action has
18 been resolved and that Plaintiff is satisfied with the settlement terms. Nothing in this Paragraph is
19 intended to interfere with Plaintiff's Counsel's duties and obligations to faithfully discharge their
20 duties as Counsel.

21 **7.3 Entire Agreement.** This Settlement, which includes the Definitions and
22 Recitals, constitutes the entire agreement between the Parties with regard to the subject matter
23 contained herein, and all prior and contemporaneous negotiations and understandings between the
24 Parties shall be deemed merged into this Settlement.

25 **7.4 Materiality of Terms.** The Parties have arrived at this Settlement as a
26 result of arm's-length negotiations. Except as otherwise stated in this Settlement, all terms and
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1 conditions of this Settlement in the exact form set forth in this Settlement are material to this
2 Settlement and have been relied upon by the Parties in entering into this Settlement.

3 **7.5 Counterparts.** This Settlement may be executed in counterparts, and
4 when each party has signed and delivered at least one such counterpart, each counterpart shall be
5 deemed an original, and when taken together with other signed counterparts, shall constitute one
6 signed Settlement, which shall be binding upon and effective as to all Parties.

7 **7.6 Facsimile or Electronic Signatures.** The parties may submit their
8 signatures via facsimile or electronically, and such signatures shall be deemed to be original
9 signatures for purposes of this Settlement and shall be binding upon the party or parties who
10 provided the signature.

11 **7.7 Waivers and Modifications to Be in Writing.** This Settlement may be
12 amended or modified only by a written instrument signed by counsel for the Parties and approved
13 by the Court. No rights under this Settlement may be waived except in writing.

14 **7.8 Construction.** The determination of the terms and conditions of this
15 Settlement has been by mutual agreement of the Parties. Each party participated jointly in the
16 drafting of this Settlement, and the terms and conditions of this Settlement are not intended to be,
17 and shall not be, construed against any party by virtue of draftsmanship.

18 **7.9 Captions.** The captions or headings of the sections and paragraphs of this
19 Settlement have been inserted for convenience of reference only and shall have no effect upon the
20 construction or interpretation of any part of this Settlement.

21 **7.10 Invalidity of Any Provision.** Before declaring any provision of this
22 Settlement invalid, the Court shall first attempt to construe the provisions valid to the fullest
23 extent possible consistent with applicable precedents so as to render all provisions of this
24 Settlement valid and enforceable.

25 **7.11 Further Acts and Cooperation Between the Parties.** The Parties shall
26 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of
27 this Settlement and all of its terms. Each of the Parties, upon the request of another, agrees to
28

perform such further acts and to execute and to deliver such other documents as are reasonably necessary to carry out the provisions of this Settlement.

7.12 Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Settlement as well as any and all matters arising out of, or related to, the implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of the Settlement without the consent of all of the Parties. Should either party be required to enforce the terms of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

7.13 Governing Law. This Settlement was made and entered into in the State of California. All terms of this Settlement shall be governed by and interpreted according to the laws of the State of California.

SO AGREED AND STIPULATED:

Dated: 01/07/2025

By: 
[Faye Chapman \(Jan 7, 2025 13:19 PST\)](#)
Plaintiff FAYE CHAPMAN

Dated: _____

By: _____

**Defendant WORLD'S FINEST
CHOCOLATE, INC.**

1 perform such further acts and to execute and to deliver such other documents as are reasonably
2 necessary to carry out the provisions of this Settlement.

3 **7.12 Continuing Jurisdiction.** The Court shall retain jurisdiction over the
4 implementation of this Settlement as well as any and all matters arising out of, or related to, the
5 implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of
6 the Settlement without the consent of all of the Parties. Should either party be required to enforce
7 the terms of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and
8 costs.

9 **7.13 Governing Law.** This Settlement was made and entered into in the State
10 of California. All terms of this Settlement shall be governed by and interpreted according to the
11 laws of the State of California.

12 **SO AGREED AND STIPULATED:**

13
14 Dated: _____

By: _____
 Plaintiff FAYE CHAPMAN

15
16
17 Dated: 01/07/2024

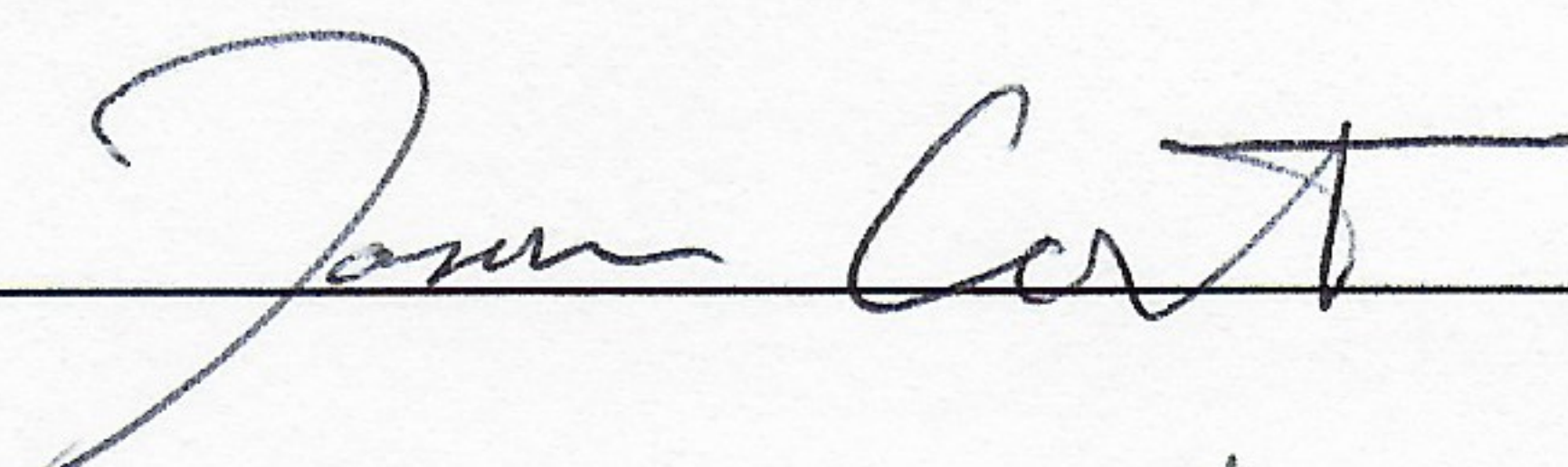
18 By: 
19 Jason Cort
20 **Defendant WORLD'S FINEST**
 CHOCOLATE, INC.

EXHIBIT A

DATE

ILYM Group, Inc.

[Address]

<< Name>>

<< Street Address>>

<<City, State Zip>>

Re: PAGA Settlement Payment

Dear << Name>>:

You are receiving this notice because you worked as an Independent Sales Representative (“ISR”) with World’s Finest Chocolate, Inc. (“WFC”) at some time between June 28, 2022 and [date of the Court’s approval order] in California. This notice relates to a \$495,000 settlement of a representative action lawsuit against Defendant styled *Chapman v. World’s Finest Chocolate, Inc.*, filed in Alameda County Superior Court, Case No. 23CV038555 (the “Lawsuit”).

In the Lawsuit, the Plaintiff seeks civil penalties pursuant to the California Private Attorneys General Act (“PAGA”), a law that allows a plaintiff to recover penalties on behalf of the State of California and other similarly “aggrieved employees” for violations of the California Labor Code. Here, the Plaintiff, a former ISR, claims that WFC misclassified ISRs as independent contractors instead of classifying them as employees and failed to pay ISRs in accordance with the California Labor Code, including reimbursing business expenses, paying overtime, paying at least the minimum wage for all hours worked, and other violations stemming from the alleged misclassification. Defendant vigorously denies that any of Plaintiff’s claims have merit and believes it has always paid ISRs correctly. Defendant views this settlement as a compromise, to which it has agreed in order to avoid the risks and costs associated with litigation.

To avoid the cost, risk, and prolonged nature of litigation, the parties have agreed to a monetary settlement that the Court approved. The parties agreed to resolve the Lawsuit with no decision or admission of who is right or wrong. The settlement will be used to cover payments of civil penalties to current and former ISRs, the State of California, attorneys’ fees, costs, administrative fees, and a service payment for the Plaintiff. The settlement does not resolve the putative class action claims for damages that were included in the Lawsuit, which were dismissed without prejudice.

In exchange for your payment, you will release:

All claims under PAGA asserted in the Lawsuit or in Plaintiff’s letter sent to the LWDA, or that could have been asserted in the based on the facts alleged in the Lawsuit or LWDA letter, including all claims under the PAGA that are derivative to claims for unpaid wages, including, failure to pay minimum wages, overtime, and interest; the calculation of the regular rate of pay; failure to provide meal periods; failure to authorize and permit rest periods; payment for all hours worked; failure to reimburse business expenses; wage statements; failure to pay all wages when due; failure to provide paid sick leave; as well as all claims for attorneys’ fees and costs related to the above claims.

The enclosed settlement check represents your *pro rata* portion of the Court-approved PAGA settlement based on the dates when you were an active ISR between June 28, 2022 and [date of the Court’s approval order].

You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be cancelled and the funds will be sent to Bet Tzedek Legal Services, a non-profit organization that provides free legal services.

Regardless of what you do with the settlement check, you will release the claims identified above.

If you have any questions about this notice, please contact the Settlement Administrator, ILYM Group, Inc., at [number].

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT REGARDING THE CASE.

EXHIBIT D

OLIVIER & SCHREIBER PC

Christian Schreiber – SBN 245597

christian@os-legal.com

475 14th Street, Suite 250

Oakland, CA 94612

Telephone: (415) 484-0980

Facsimile: (415) 658-7758

Rachel Bien – SBN 315886

rachel@os-legal.com

595 East Colorado Blvd., Suite 418

Pasadena, CA 91101

Telephone: (213) 325-3430

Facsimile: (415) 658-7758

Attorneys for Plaintiff

Faye Chapman and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED JURISDICTION

FAYE CHAPMAN, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

WORLD'S FINEST CHOCOLATE, INC.
AND DOES 1-10,

Defendants.

Case No. 23CV038555

*[Assigned for All Purposes to Hon. Somnath
Raj Chatterjee, Dept. 21]*

**DECLARATION OF PLAINTIFF FAYE
CHAPMAN IN SUPPORT OF REQUEST
FOR SERVICE PAYMENT**

RESERVATION ID: 764348946450

Date: February 4, 2025

Time: 1:30 P.M.

Dept.: 21

1 I, Faye Chapman, declare as follows:

2 1. I am the named Plaintiff in the above-captioned case, *Chapman v. World's Finest*
3 *Chocolate, Inc.*, and I am over the age of eighteen. I make this declaration in support of my request for
4 a service payment of \$5,000.

5 2. I have personal knowledge of each of the facts contained in this declaration and if called
6 as a witness I could and would testify competently thereto.

7 3. I have been involved in this case from its inception. I reached out to the lawyers about
8 my belief that Defendant was misclassifying its Independent Sales Representatives ("ISRs") as
9 independent contractors instead of employees in or around May 2023. I was a current ISR at that time.

10 4. I assisted the attorneys to investigate the claims by providing them with factual
11 information about my job duties and the terms and conditions of my work and the work performed by
12 other ISRs.

13 5. I reviewed the draft complaint and provided feedback to the attorneys before it was filed.

14 6. Although I did not keep records of my time, I estimate that I spent approximately 10
15 hours being interviewed by the attorneys, responding to their follow up inquiries, reviewing the
16 complaint, and participating in initial case strategy telephone calls.

17 7. I also searched my records for information that was relevant to the case and provided
18 communications, policies, and training documents that I received as an ISR. I estimate that I spent
19 around 5 hours conducting this document search.

20 8. Throughout the time that I have been involved in the case, I regularly communicated with
21 the attorneys to answer their questions and provide information about my work experience. I estimate
22 that I spent approximately 5-10 hours responding to the attorneys' calls and questions.

23 9. I helped the attorneys prepare for the mediation and attended the mediation which lasted
24 a full day. I also discussed the proposed settlement terms with the attorneys and provided my feedback.
25 I estimate that I spent approximately 20 hours participating in the settlement negotiations and reviewing
26 and providing feedback on the settlement terms.

10. Being a plaintiff in the lawsuit and having my name associated with the case put me at risk that future employers might retaliate against me. I took on that risk because I believed that the lawsuit was important and that I was playing a role in protecting my rights and the rights of my co-workers.

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

Executed on January 7, 2025, in Laguna Beach, California.

For Sherman (Jan 7, 2025 13:48 PST)

Faye Chapman

EXHIBIT E

Olivier & Schreiber PC
Transaction Report
All Dates

286 - Chapman

Date	Transaction Type	Number	Memo/Description	Debit
06/05/2023	Cloud HQ	286 - Chapman	286 - Chapman: Cloud HQ Email Conversion	14.99
06/30/2023	PAGA Filing	286 - Chapman	286 - Chapman: World's Finest Chocolate PAGA filing	75.00
07/06/2023	Thomson West	286 - Chapman	Westlaw: Research Material	175.75
07/13/2023	Think Computer Corp	286 - Chapman	286 - Chapman: Plainsite Subscription to Download Klucken v. WFC Complaint	7.99
07/13/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Complaint Filing	1,489.22
07/14/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Request for Dismissal Filing	11.17
07/20/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Alameda Complaint Filing	1,494.00
07/25/2023	USPS	286 - Chapman	286 - Chapman: Certified Mail - Summons Service to WFC	10.45
07/25/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Re-Filed Rejected Order to Serve CA SOS	15.95
07/25/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Decl. and Order to Serve CA SOS	15.95
08/01/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling POS of Summons	15.95
08/02/2023	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	15.00
08/15/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Serve Complaint on CA Secretary of State	15.95
08/18/2023	Thomson West	286 - Chapman	Westlaw: Research Material	575.00
08/18/2023	Thomson West	286 - Chapman	Westlaw: Research Material	575.00
08/22/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling POS of Summons	15.95
08/28/2023	Alameda Superior Court	286 - Chapman	286 - Chapman: Alameda County Superior Court Docket	5.00
08/28/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Amended Complaint	1,045.95
09/05/2023	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	15.00
09/06/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling POS of Pltf.'s Request to Serve on CA SOS	15.95
09/07/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Request to Amend Complaint	15.95
09/11/2023	Ace Attorney Services	286 - Chapman	286 - Chapman: Ace Legal Advance Fees and FAC	324.70
09/18/2023	Green Filing	286 - Chapman	286 - Chapman: POS - Plaintiff's Request to Edit Filing Date of FAC	15.95
09/18/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling: Request to Edit Filing Date of FAC: 6067900	15.95
09/26/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling - Pltf's Req. to Serve CA SOS	15.95
09/29/2023	Ace Attorney Services	286 - Chapman	286 - Chapman: Order 2229536	133.74
10/02/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling - Notice of Change of Address	15.95
10/02/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling - Pltf's Request to Serve CA	15.95
10/04/2023	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	15.00
10/10/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Proof of Personal Service	15.95
10/17/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling - Electronic Consent Forms	15.95
10/19/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling - Notice of Remote Appearance	15.95
10/23/2023	Ace Attorney Services	286 - Chapman	286 - Chapman: Order No. 2237622	171.74
10/23/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling - Pltf.'s Opp. to Mtn to Transfer Venues	15.95
10/23/2023	Green Filing	286 - Chapman	286 - Chapman: Plaintiff's Opposition to Def.'s Motion to Transfer Venue; Decl. of R. Bien in Opposition to Def.'s Motion to Transfer Venue	12.78
10/24/2023	One Legal	286 - Chapman	286 - Chapman: OneLegal - Opp. to Def.'s Motion to Transfer Venue Courtesy Copy	51.48
10/31/2023	286 - Chapman	286 - Chapman	286 - Chapman: Ace Legal - Witness Fees for CA SOS	-50.00
10/31/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling - Pltf.'s Case Managment Statement	15.95
11/01/2023	286 - Chapman	286 - Chapman	286 - Chapman: Ace Legal - Witness Fees for CA SOS	-50.00
11/01/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling - Payment of Jury Fees	170.45
11/06/2023	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
11/06/2023	Alameda Superior Court	286 - Chapman	286 - Chapman: Alameda County - Chapman Order re Mtn to Transfer Venue Download	2.00
11/07/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Joint CMC Statement and POS	15.95
11/08/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Notice of Entry of Order and POS	15.95
11/08/2023	Alameda Superior Court	286 - Chapman	286 - Chapman: Alameda County Court Doc Download for Order Denying Defs.' Mtn. to Transfer Venue	5.50
11/09/2023	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Notice of Remote Appearance	15.95

11/09/2023	Thomson West	286 - Chapman	Westlaw: Research Material	369.99
12/04/2023	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
01/01/2024	286 - Chapman	286 - Chapman	Duplicate Entries Imported	-15.95
01/04/2024	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
01/04/2024	Alameda Superior Court	286 - Chapman	286 - Chapman: Alameda County Superior Court Download Case Reassignment	3.00
01/09/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Stip. and [Proposed] Protective Order	37.65
01/16/2024	Christian Schreiber	286 - Chapman	286 - Chapman: Mechanics Bank Cashier Check to CA Unemployment Insurance Appeals re Public Records Request	175.55
01/26/2024	Thomson West	286 - Chapman	Westlaw: Research Material	144.37
02/05/2024	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
02/08/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Joint Case Management Statement and POS	17.05
02/14/2024	Alameda Superior Court	286 - Chapman	286 - Chapman: Alameda County Download ORDER re Continuing CMC and Class Cert.	2.00
02/23/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Stip. and [Proposed] Protective Order and POS	37.65
03/07/2024	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
03/11/2024	Green Filing	286 - Chapman	286 - Chapman: Ex Parte Application for Protective Order	78.85
03/14/2024	One Legal	286 - Chapman	286 - Chapman: One Legal - Ex Parte Courtesy Copies	51.48
03/20/2024	Alameda Superior Court	286 - Chapman	286 - Chapman: Alameda County Hearing Reservation for Pltfs.' Mtn. to Quash Def.'s Subpoenas	1.00
03/21/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling - Courtesy Copies for Motions to Quash	45.00
03/22/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Pltf.'s Mot. to Quash Def.'s Subpoenas to Absent Class Members	78.85
03/27/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Courtesy Copy Delivery re Pltf.'s Amended Notice of Motion to Quash Def.'s Subpoenas	35.00
03/27/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Pltf.'s Amended Notice of Mot. to Quash Def.'s Subpoenas	17.05
03/29/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Pltf.'s Reply ISO Ex Parte App, Decl. of RB, Pltf.'s Resp. to Def.'s Evidentiary Obj., Pltf.'s Evidentiary Obj., POS	17.05
03/29/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Courtesy Copy Delivery for Pltf.'s Notice of Withdrawal of Mot. to Quash	35.00
03/29/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Courtesy Copy Delivery for Pltf.'s Reply ISO Ex Parte App	60.00
03/29/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Pltf.'s Ntc. of Withdrawal of Mot. to Quash Def.'s Subpoenas and POS	17.05
04/02/2024	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
04/09/2024	Travel Scape LLC	286 - Chapman	286 - Chapman: RB Travel for Chapman Motion Hearing re Protective Order	38.61
04/10/2024	Alaska Air	286 - Chapman	286 - Chapman: RB Travel for Chapman Motion Hearing re Protective Order	498.19
04/10/2024	Yellow Cab	286 - Chapman	286 - Chapman: RB Travel for Chapman Motion Hearing re Protective Order	110.46
04/10/2024	BART	286 - Chapman	286 - Chapman: RB Travel for Chapman Motion Hearing re Protective Order	17.35
04/11/2024	Bob Hope Airport	286 - Chapman	286 - Chapman: RB Travel for Chapman Motion Hearing re Protective Order	23.00
04/12/2024	FedEx	286 - Chapman	286 - Chapman: EDD Records Shipped to RB	19.44
04/22/2024	FedEx	286 - Chapman	286 - Chapman: "Mailed via FedEx World's Finest Chocolate's EDD Records to R. Bien	66.03
05/06/2024	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
05/10/2024	Thomson West	286 - Chapman	Westlaw: Research Material	314.56
05/17/2024	FedEx	286 - Chapman	286 - Chapman: FedEx Shipping to R. Bien re Potential Depo. Exhibits	22.88
06/02/2024	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
06/13/2024	Alameda Superior Court	286 - Chapman	286 - Chapman: Alameda County Hearing Reservation re Pltf.'s Mot. to Quash Def.'s Subpoenas	1.00
06/14/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Pltf.'s Mot. to Stay and Quash Def.'s Subpoenas	78.85
06/14/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Courtesy Copy Delivery re Pltf.'s Mot. to Stay and Quash Def.'s Subpoenas	45.00
06/17/2024	Nogara Reporting Service	286 - Chapman	286 - Chapman: Chapman v. World's Finest Chocolate: Invoice 66613_4-11-24 Hearing Proceedings	928.00
07/05/2024	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
07/23/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Pltf.'s Reply ISO Mot. to Stay and Quash Def.'s Subpoenas	17.05
07/23/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Courtesy Copy re Pltf.'s Reply ISO Mot. to Stay and Quash Def.'s Subpoenas	35.00
07/24/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Notice of Remote Appearance for R. Bien	17.05
08/05/2024	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
08/06/2024	Thomson West	286 - Chapman	Westlaw: Research Material	9.73
08/06/2024	Thomson West	286 - Chapman	Westlaw: Research Material	240.25

09/02/2024	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
09/04/2024	Thomson West	286 - Chapman	Westlaw: Research Material	32.04
09/06/2024	Nogara Reporting Service	286 - Chapman	286 - Chapman: Nogara Invoice No. 66718 re Transcript of Hearing on Pltf.'s Mot. to Stay and Quash Def.'s Subpoenas	802.00
09/09/2024	Green Filing	286 - Chapman	286 - Chapman: Greenfiling Joint Stip. and [Proposed] Order to Cont. CMC and Class Cert. Deadline and POS	39.20
09/30/2024	Fuchsman Mediation, LLC	286 - Chapman	286 - Chapman: Pltf.'s Share of Mediation Invoice to Fuchsman Mediation, LLC	2,500.00
10/04/2024	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
10/08/2024	Fuchsman Mediation, LLC	286 - Chapman	286 - Chapman: Pltf.'s Share of Mediation Invoice to Fuchsman Mediation, LLC	2,500.00
11/04/2024	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
11/27/2024	Thomson West	286 - Chapman	Westlaw: Research Material	165.85
12/01/2024	Deadlines	286 - Chapman	Chapman v. World's Finest Chocolate (286)	20.00
12/17/2024	Alameda Superior Court	286 - Chapman	286 - Chapman: Alameda County Superior Court - Hearing on PAGA Approval	1.00
Total for 286 - Chapman				\$ 16,626.09
TOTAL				\$ 16,626.09

Friday, Jan 03, 2025 10:44:20 AM GMT-8 - Accrual Basis