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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOSHUA WOLFE, VERONICA TOPETE,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

SOUTH COAST BAKING, LLC, a
California limited liability company; SOUTH
COAST BAKING COMPANY, an unknown
business entity; RISE BAKING COMPANY,
an unknown business entity; RISE BAKING
COMPANY, LLC, a Delaware Limited
Liability Company; RISE BAKING
ARTISAN BREAD, LLC, a Delaware
Limited Liability Company; RISE BAKING
SWEET GOODS, LLC, a Delaware Limited
Liability Company; BRILL, INC., a
Delaware Limited Liability Company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVSB2224856

Honorable Jessica Morgan
Department S26

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 22, 2024
Time: 8:30 a.m.
Department: S26

Complaint Filed: October 27, 2022
FAC Filed: April 17, 2024
Trial Date: None Set

1 This matter has come before the Honorable Jessica Morgan in Department S26 of the
2 Superior Court of the State of California, for the County of San Bernardino, on October 22, 2024
3 at 8:30 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers
4 for Justice, PC appears as counsel for Plaintiff Joshua Wolfe ("Plaintiff Wolfe"), individually and
5 on behalf of all others similarly situated and other aggrieved employees, Crosner Legal, PC appears
6 as counsel for Plaintiff Veronica Topete ("Plaintiff Topete") (collectively with Plaintiff Wolfe,
7 "Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved
8 employees, and Bryan, Cave, Leighton, Paisner LLP appears as counsel for Defendants South Coast
9 Baking, LLC; Rise Baking Company, LLC, Rise Baking Artisan Bread, LLC, Rise Baking Sweet
10 Goods, LLC, and Brill, Inc. ("Defendants").

11 The Court, having carefully considered the papers, argument of counsel, and all matters
12 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
13 Preliminary Approval of Class Action Settlement.

14 **IT IS HEREBY ORDERED THAT:**

15 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
16 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
17 **"EXHIBIT 1"** to the Declaration of Arman Marukyan in Support of Plaintiffs' Motion for
18 Preliminary Approval of Class Action Settlement. This is based on the Court's determination that
19 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

20 2. This Order incorporates by reference the definitions in the Settlement Agreement,
21 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
22 Settlement Agreement.

23 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
24 and reasonable. It appears to the Court that extensive investigation and research have been conducted
25 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
26 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
27 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
28

of the case. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Plaintiffs' Counsel Award, Enhancement Payments, PAGA Settlement Amount, Administration Costs, and payments to the Settlement Class Members and PAGA Employees provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Plaintiffs' Counsel are qualified to act as counsel for Plaintiffs in their individual capacity and as the representatives of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

All current and former hourly paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from October 27, 2018 through February 12, 2024.

7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Arman Marukyan of Lawyers for Justice, PC, and Zachary M. Crosner, Jamie K. Serb, and Michael W. Jones of Crosner Legal, PC as counsel for the Class (together, "Class Counsel").

1 8. The Court provisionally appoints Plaintiffs Joshua Wolfe and Veronica Topete the
2 representatives of the Class (“Class Representatives”).

3 9. The Court provisionally appoints Phoenix Settlement Administrators (“Phoenix”) to
4 handle the administration of the Settlement (“Settlement Administrator”).

5 10. Not later than ten (10) business days after preliminary approval, Defendants will
6 provide the Settlement Administrator with the following information about each Class Member:
7 employee identification number, full name, last known address, Social Security Number, the number
8 of weeks worked for Defendants during the Class Period and PAGA Period, and last known
9 telephone number (collectively, “Class Data”) in conformity with the Agreement.

10 11. The Court approves, both as to form and content, the Notice of Class and
11 Representative Action Settlement (“Notice Packet”) attached hereto as “**EXHIBIT A.**” The Notice
12 Packet shall be provided to Class Members in the manner set forth in the Agreement. The Court
13 finds that the Notice Packet appears to fully and accurately inform the Class Members of all material
14 elements of the Settlement, of Class Members’ right to be excluded from the Settlement Class by
15 submitting an opt out request, of Class Members’ and/or PAGA Employees’ right to dispute the
16 Compensable Workweeks and/or Compensable Pay Periods credited to each of them, and of each
17 Settlement Class Member’s right and opportunity to object to the Class Settlement. The Court
18 further finds that distribution of the Notice Packet substantially in the manner and form set forth in
19 the Agreement and this Order, and that all other dates set forth in the Agreement and this Order,
20 meet the requirements of due process and shall constitute due and sufficient notice to all persons
21 entitled thereto. The Court further orders the Settlement Administrator to mail the Notice Packet by
22 First-Class U.S. mail to all Class Members within ten (10) calendar days after receiving the Class
23 Data, pursuant to the terms set forth in the Agreement.

24 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
25 Agreement, for seeking exclusion from the Settlement Class. Class Members who wish to exclude
26 themselves from the Settlement Class must send the Settlement Administrator, a signed written
27 Request for Exclusion, postmarked no later than the date which is forty-five (45) calendar days from
28 the initial mailing of the Notice Packet by the Settlement Administrator (“Response Deadline”), or,

1 in the case of a re-mailed Notice Packet, the Response Deadline shall be extended by fifteen (15)
2 calendar days from the original deadline. Class Members who submit a valid and timely Request
3 for Exclusion from the Settlement Class shall not receive Individual Settlement Payments or have
4 the right to object, appeal, or comment thereon. Nevertheless, all current and former hourly-paid or
5 non-exempt employees who worked for any of the Defendants within the State of California at any
6 time during the PAGA Period ("PAGA Employees") shall be bound to the PAGA Settlement and
7 will be issued their PAGA Settlement Award, irrespective of whether he or she submitted a timely
8 and valid Request for Exclusion from the Settlement Class. Class Members who do not submit a
9 timely and valid Request for Exclusion from the Settlement Class (i.e., Settlement Class Members)
10 shall be bound by the Settlement Agreement and any final judgment based thereon.

11 13. A Final Approval Hearing shall be held before this Court on
12 _____ at _____ a.m./p.m. in
13 Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street,
14 San Bernardino, California 92415, to determine all necessary matters concerning the Settlement,
15 including: whether the proposed settlement of the action on the terms and conditions provided for in
16 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
17 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
18 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
19 Members and PAGA Employees; and determine whether to finally approve the requests for the
20 Plaintiffs' Counsel Award, Enhancement Payments, and Settlement Administration Costs.

21 14. Class Counsel shall file a motion for final approval of the Settlement and for
22 Plaintiffs' Counsel Award, Enhancement Payments, and Settlement Administration Costs, along
23 with the appropriate declarations and supporting evidence, including the Settlement Administrator's
24 declaration, by _____, to be heard
25 at the Final Approval Hearing.

26 15. To object to the Class Settlement, a Settlement Class Members may submit his or
27 her written objection to the Settlement Administrator, by mail, on or before the Response Deadline
28 or appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final

1 Approval Hearing. The Notice of Objection must contain the information that is required, as set forth
2 in the Notice Packet, including and not limited to the grounds for the objection.

3 16. The Settlement is not a concession or admission, and shall not be used against
4 Defendants as an admission or indication with respect to any claim of any fault or omission by
5 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
6 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
7 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
8 deemed to be in evidence for any purpose adverse to Defendants, including, but not limited to,
9 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
10 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
11 implementation, interpretation, or enforcement of the Settlement.

12 17. In the event the Settlement does not become effective in accordance with the terms
13 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
14 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
15 vacated, and the Parties shall revert back to their respective positions as of before entering into the
16 Settlement Agreement.

17 18. The Court reserves the right to adjourn or continue the date of the Final Approval
18 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
19 Members, and retains jurisdiction to consider all further applications arising out of or connected with
20 the Settlement.

21 **IT IS SO ORDERED.**

22
23 Dated: _____

24 By: _____
The Honorable Jessica Morgan
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

**WOLFE V. SOUTH COAST BAKING, LLC ET AL.
San Bernardino Superior Court Case No. CIVSB2224856**

A court authorized this notice. This is not a solicitation. You are not being sued.

If you worked for South Coast Baking, LLC; South Coast Baking Company, Rise Baking Company, Rise Baking Company, LLC; Rise Baking Artisan Bread, LLC; Rise Baking Sweet Goods, LLC; or Brill, Inc. in California as an hourly or non-exempt employee between October 27, 2018 and February 12, 2024, then you may get money from a class action and Private Attorneys General Act (“PAGA”) settlement.

YOUR INDIVIDUAL SETTLEMENT PAYMENT UNDER THIS SETTLEMENT IS ESTIMATED TO BE \$[DOLLAR AMOUNT], PRIOR TO ANY APPLICABLE TAXES OR DEDUCTIONS, WHICH IS BASED ON YOUR HAVING WORKED [INSERT NUMBER] WORKWEEKS DURING THE CLASS PERIOD. YOUR PAGA SETTLEMENT AWARD IS ESTIMATED TO BE \$[DOLLAR AMOUNT], WHICH IS BASED UPON YOUR HAVING WORKED [INSERT NUMBER] WORKWEEKS DURING THE PAGA PERIOD. THESE AMOUNTS ARE ONLY AN ESTIMATE AND THE FINAL AMOUNTS MAY CHANGE BASED ON THE COURT’S FINAL APPROVAL OF THE SETTLEMENT.

YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
<u>You may:</u>	<u>What will happen:</u>
Do nothing	You will receive your Individual Settlement Payment and PAGA Settlement Award and give up the right to bring your own lawsuit for the Class Released Claims and PAGA Released Claims. See below.
Submit information or document(s) to contest the number of workweeks that you worked	A decision will be made regarding the number of workweeks based on the evidence submitted. You will receive your Individual Settlement Payment and PAGA Settlement Award and give up the right to bring your own lawsuit for the Class Released Claims and PAGA Released Claims. See below.
Request to be excluded from the settlement	You will not receive your Individual Settlement Payment but you will receive your PAGA Settlement Award. You will retain the right to file your own lawsuit for the Class Released Claims, but not for the PAGA Released Claims. See below.
Object to the terms of the settlement	The Court will consider your objection. If the court overrules your objection, you will still be bound by the terms of the settlement. See below.

I. What is the purpose of this notice?

The purpose of this notice is to let you know that there is a class action and PAGA lawsuit pending in the Superior Court of California for the County of San Bernardino, a proposed settlement has been reached, and you may be entitled to compensation pursuant to the terms of the settlement.

The class action and PAGA lawsuit was filed by Plaintiffs Joshua Wolfe and Veronica Topete against South Coast Baking, LLC; South Coast Baking Company, Rise Baking Company, Rise Baking Company, LLC; Rise Baking Artisan Bread, LLC, Rise Baking Sweet Goods, LLC, and Brill, Inc. (“Defendants”). It was assigned Case No. CIVSB2224856 (“the Action”). Plaintiffs’ First Amended Class Action and PAGA Complaint claims that Defendants allegedly failed to pay overtime wages, failed to provide meal period premiums, failed to provide rest break premiums, failed to pay minimum wages, failed to pay all wages due upon separation of employment, failed to pay wages timely during employment, failed

to provide compliant wage statements, failed to keep requisite payroll records, failed to reimburse for business expenses, failed to produce employment records, failed to keep accurate and complete payroll records, violated of the California Worker Adjustment and Retraining Notification Act, failed to provide proper sick leave, failed to provide supplemental paid sick leave, failed to provide suitable seating, failed to pay all vested, accrued time off, conducted unlawful criminal and/or financial checks, and failed to provide a safe and healthful workplace.

On [REDACTED], the Honorable Jessica Morgan, who is overseeing the Action, ordered that you be sent this Notice. The Court file contains the settlement documents with more information about the Action.

II. Why do Plaintiffs seek settlement approval?

Plaintiffs seek approval of the settlement because they have reached a proposed settlement with Defendants that they believe to be fair, reasonable, and adequate and in the best interest of the members of the class and all parties that resolves the uncertainties in these cases. Please note that the Court has not decided anything yet, only that you should get a copy of this Notice so that you can review the settlement and determine whether you want to participate in the settlement, object to it, or exclude yourself from the settlement.

III. What is Defendants' position on the settlement?

Defendants deny that any of their practices were or are unlawful and Defendants are not admitting to any of the allegations against them. Defendants view the settlement as a compromise, to which they have agreed in order to avoid the burden and expense of continued litigation. Thus, Defendants reserve the right to defend against all claims if the settlement fails for any reason.

IV. Why did I get this Notice?

You received this Notice because Defendants' records identify you as a Class Member. You may get money from the settlement if you worked as an hourly paid or non-exempt employee for any of the Defendants within the State of California at any time between October 27, 2018 and February 12, 2024 (the "Class Period"). Specifically, "Class Member" is defined as follows:

All current and former hourly paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the Class Period.

If you worked for any of the Defendants between January 8, 2022 and February 12, 2024, you are also receiving this Notice because Defendants' records identify you as a PAGA Employee. You may get money from the settlement if you worked as an hourly paid or non-exempt employee for any of the Defendants within the State of California at any time between January 8, 2022 and February 12, 2024 (the "PAGA Period"). Specifically, "PAGA Employee" is defined as follows:

All current and former hourly paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the PAGA Period.

V. Who are the attorneys for the parties?

Counsel for Plaintiff Wolfe and Class Members

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VI. What is the proposed settlement?

Defendants have agreed to pay a settlement amount of up to One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) (“Gross Settlement Amount”). This sum includes the following: (1) fees for Settlement Administration, which is anticipated to be no more than Eleven Thousand Dollars and Zero Cents (\$11,000.00), (2) Enhancement Payments in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Joshua Wolfe, and Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Veronica Topete, for the, prosecution and risks undertaken for costs in the event the Action was unsuccessful, (3) the payment to the California Labor & Workforce Development Agency of Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) (“PAGA Payment”), (4) Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) to be distributed as PAGA Settlement Awards to the PAGA Employees, (5) Plaintiffs’ Counsels’ attorneys’ fees in an amount of up to Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) and actual litigation costs of up to Thirty Five Thousand Dollars and Zero Cents (\$35,000.00), as approved by the Court, and (6) Individual Settlement Payments.

The following is a summary of the settlement provisions. The specific and complete terms of the proposed settlement are stated in the Stipulation of Class and Representative Action Settlement and Release of Claims between Plaintiffs and Defendants (“Settlement Agreement”), a copy of which is filed with the Clerk of the Court and available on the Settlement Administrator’s website at [www. \[REDACTED\].com](http://www. [REDACTED].com).

Individual Settlement Payments. Defendants have agreed to pay all Class Members who do not submit a written Request for Exclusion (“Opt-Out”) through the Settlement Administrator in accordance with the terms of the Settlement Agreement, after Final Approval of the Settlement.

After the deduction of the Court-approved expenses from the settlement amount, the remaining sum (“Net Settlement Amount”) will be available to pay each Class Member who does not Opt-Out (“Settlement Class Member”). Each Settlement Class Member will receive a share of the Net Settlement Amount that is based on the total number of weeks the individual Settlement Class Member worked for any of the Defendants in California during the Class Period (“Individual Settlement Payment”).

The Individual Settlement Payment paid to each Settlement Class Member will be allocated as follows: twenty percent (20%) will be attributed to wages and will be reported as such on an IRS Form W-2 from which payroll withholding taxes and contributions shall be taken; forty percent (40%) to interest, not subject to withholdings and reported on an IRS Form 1099; and forty percent (40%) to penalties, not subject to withholdings and reported on an IRS Form 1099.

PAGA Settlement Awards. Fifty Thousand Dollars and Zero Cents is allocated to settlement of the PAGA claims. Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) will be paid to the California Labor & Workforce Development Agency (“LWDA”) and Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) will be available for distribution to PAGA Employees. Each PAGA Employee will receive a share of the amount available for distribution to PAGA Employees that is based on the total number of weeks the PAGA Employee worked for any of the Defendants in California during the PAGA Period (“PAGA Settlement Award”).

The PAGA Settlement Award paid to each PAGA Employee will be allocated as penalties, not subject to withholdings and reported on an IRS Form 1099.

The parties agree that all Settlement Class Members and PAGA Employees who receive any payment pursuant to the settlement will be responsible for any and all tax obligations associated with such receipt. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive.**

VII. What are my rights with regard to this matter?

A. Option One: You May Do Nothing.

If you do not Opt-Out from the class, you will receive your Individual Settlement Payment and PAGA Settlement Award, you will be bound by the Settlement, and you will be barred from separately pursuing the claims released by the Settlement Agreement.

B. Option Two: Correct Information

If you believe the information contained in this Notice regarding the number of workweeks that you worked is incorrect, you **must** contact the Settlement Administrator, [REDACTED], at the address provided below on or before [REDACTED] (“Response Deadline”). The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a dispute was timely submitted. The Settlement Administrator will evaluate the information and document(s) you submit and, after reviewing Defendants’ records, the Settlement Administrator, together with the parties’ counsel, will attempt to informally resolve the dispute as to your correct number of workweeks. Unresolved disputes will be decided by the Settlement Administrator, subject to final approval by the Court. If you dispute the number of workweeks, you may consult with Plaintiffs’ Counsel or the Settlement Administrator about your disputed claim.

C. Option Three: You May Exclude Yourself (“Opt-Out”) From the Settlement Agreement.

If you do **not** wish to participate in or be bound by the Settlement Agreement, you must submit to the Settlement Administrator a written signed statement expressing your desire to be excluded from the Settlement (“Request for Exclusion”), and any such statement shall include the name (and former names, if any), current address, and telephone number and state “I wish to be excluded from the *Wolfe v. South Coast Baking, LLC* settlement,” or something analogous to that phrase, and be postmarked by [REDACTED] and returned to the Settlement Administrator at the specified address. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name, address, and telephone number of the person requesting exclusion. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted.

Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, even if you request to be excluded from the Settlement Class and the Court approves the Settlement, you will still receive a PAGA Settlement Award if you are a PAGA Employee and will have been deemed to release the PAGA Released Claims. There is no right to exclude yourself from the settlement of the PAGA claims.

Class Members who fail to submit a valid and timely written Request for Exclusion on or before [REDACTED] will be bound by all terms of the Settlement Agreement and any final judgment entered in this Action if the Settlement Agreement is approved by the Court.

D. Option Four: You May Object to the Settlement.

If you are a Class Member and you do not Opt-Out, you may object to the Settlement before Final Approval of the Settlement by the Court. However, there is no right object to the settlement of the PAGA claims. This means that you may not object to the Court’s approval of the PAGA Payment, PAGA Settlement Awards, or PAGA Released Claims. If you object to the Settlement and your objection is overruled, you will receive your Individual Settlement Payment and PAGA Settlement

Award, you will be bound by the Settlement, and you will be barred from separately pursuing the claims released by the Settlement Agreement.

If you choose to object to the Settlement, you may enter an appearance by yourself or through an attorney that you hire and pay for yourself. You may either submit to the Settlement Administrator a written statement objecting to the Settlement or appear at the Final Settlement Hearing, scheduled for [REDACTED] in Department S-26 of San Bernardino County Superior Court, located 247 West Third Street, San Bernardino, California 92415, and orally object to the Settlement without first providing a written objection to the Settlement Administrator. However, if you choose to object in writing, any written objection must be signed by you or an attorney representing you, and state: (a) your full name; (b) your dates of employment; (c) the last four digits of your Social Security number and/or your Employee ID number; (d) a statement of your objections, and (e) the name of the case and case number, *Wolfe v. South Coast Baking, LLC et al.*, Case No. CIVSB2224856. You must mail such written objection to the Settlement Administrator on or before [REDACTED] in order to be considered by the Court. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the objection was timely submitted. Any Class Member who submits a Request for Exclusion will not have the right to object to the Settlement.

VIII. How much money will I get if I do not submit a Request for Exclusion?

The estimated gross share that you will receive under the settlement if you are a Settlement Class Member or PAGA Employee is preprinted on this Notice. The actual amount you receive may be higher or lower than this amount.

Defendants have agreed to pay a Gross Settlement Amount of up to One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) to settle the Action. The amount that you receive as an Individual Settlement Payment depends on the number of weeks you worked during the Class Period for Defendants, calculated by multiplying the number of weeks you worked during the Class Period by the amount available for each such week. The amount available per week will be calculated by dividing the Net Settlement Amount by the total number of weeks worked by all Class Members during the Class Period.

The amount that you receive as an PAGA Settlement Award depends on the number of weeks you worked during the PAGA Period for Defendants, calculated by multiplying the number of weeks you worked during the PAGA Period by the amount available for each such week. The amount available per week will be calculated by dividing Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) by the total number of weeks worked by all PAGA Employees during the PAGA Period.

You will have 180 days to cash your check. If you do not cash your check within 180 days, uncashed funds, subject to Court approval, shall be transmitted to the State Controller's Unclaimed Property Fund.

IX. What is the effect of the settlement on my rights?

Upon Final Approval by the Court, each Class Member who does not Opt-Out shall release, as of the date that Defendants deliver the Gross Settlement Amount to the Settlement Administrator, Defendants, and any of their current and former parents, predecessors or successors, holding companies, affiliated companies or entities, including owners, shareholders, members, partners, officers, directors, managers, employees and agents, from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have been alleged based on the same facts, theories of liability, and claims alleged in the Action, including, but not limited to: (1) failure to pay overtime wages; (2) failure to provide meal period premiums; (3) failure to provide rest break premiums; (4) failure to pay minimum wages; (5) failure to pay all wages due upon separation of employment; (6) failure to pay wages timely during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse for business expenses; and (10) violation of Business and Professions Code §§ 17200, et seq. This release shall include, without limitation, claims that were raised, or that reasonably could have been raised based on the same facts, theories of liability, and claims alleged in the Action under the applicable Wage Orders and California Labor Code provisions, including Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and/or 1198, based on alleged violations of these Labor Code provisions (collectively, the "Class

Released Claims”). The period of the Class Released Claims shall be the Class Period.

In addition, each PAGA Employee shall release, as of the date that Defendants deliver the Gross Settlement Amount to the Settlement Administrator, Defendants, and any of their current and former parents, predecessors or successors, holding companies, affiliated companies or entities, including owners, shareholders, members, partners, officers, directors, managers, employees and agents, from all PAGA claims that are alleged or that reasonably could have been alleged based on the same facts and theories of liability alleged in the Action, including, but not limited to claims for penalties pursuant to PAGA due to the Defendants’ alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide compliant meal periods; (3) failure to authorize and provide rest periods; (4) failure to provide accurate wage statements; (5) failure to produce employment records; (6) failure to keep accurate and complete payroll records; (7) failure to reimburse business expenses; (8) violation of the California Worker Adjustment and Retraining Notification Act; (9) failure to provide proper sick leave; (10) failure to provide supplemental paid sick leave; (11) failure to provide suitable seating; (12) failure to pay all vested, accrued time off; (13) failure to timely pay all wages upon separation of employment; (14) unlawful criminal and/or financial checks; and (15) failure to provide a safe and healthful workplace. This release shall include, without limitation, claims for penalties pursuant to PAGA that were raised, or that reasonably could have been raised based on the same facts and theories of liability alleged in the Action, under the applicable Wage Orders and California Labor Code provisions, including Labor Code §§ 201-204, 210, 223, 226, 226.3, 226.7, 227.3, 245-248.6, 432, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1400-1408, 2802 and/or 2810.5, based on alleged violations of these Labor Code provisions (collectively, the “PAGA Released Claims”). The period of the PAGA Released Claims shall be the PAGA Period.

If the Settlement Agreement is not approved by the Court or does not become final for some other reason, then the litigation will continue.

X. What is an Enhancement Payment?

In class and representative actions, a court may provide the individual who brought the lawsuit with an enhancement payment in recognition of the time, effort and risks they took to prosecute the case and their execution of a general release of all claims. Plaintiff Joshua Wolfe will request that the Court approve an Enhancement Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00), which will be deducted from the Gross Settlement Amount if approved by the Court. Plaintiff Veronica Topete will request that the Court approve an Enhancement Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00), which will be deducted from the Gross Settlement Amount if approved by the Court.

XI. Why does the Labor Workforce Development Agency receive any money?

PAGA allows private citizens to step into the State of California’s shoes and recover civil penalties for alleged violations of California’s Labor Code. Seventy-five (75) percent of any such recovery must be given to the State. In the present case, the Settlement provides for Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) to be paid to the State as its share of the penalties recovered in this case (“PAGA Payment”). This amount, if approved by the Court, will be deducted from the Gross Settlement Amount.

XII. How much will the attorneys for Plaintiffs get?

Plaintiffs’ attorneys will seek approval from the Court for payment of attorneys’ fees in an amount up to one-third (1/3) of the Gross Settlement Amount or Four Hundred Thousand Dollars and Zero Cents (\$400,000.00), plus costs not to exceed Thirty Five Thousand Dollars and Zero Cents (\$35,000.00). These amounts, if approved by the Court, will be deducted from the Gross Settlement Amount.

XIII. Who is the Settlement Administrator?

The Settlement Administrator is an independent third party appointed by the Court to send this notice, process and issue Individual Settlement Payments and PAGA Settlement Awards, and otherwise administer the settlement. It is estimated that it will cost approximately Eleven Thousand Dollars and Zero Cents (\$11,000.00) for the Settlement Administrator to fully administer the settlement. This amount, if approved by the Court, will be deducted from the Gross Settlement Amount.

The Court has approved Phoenix Settlement Administrators to be the Settlement Administrator in this case. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information, dispute the number of workweeks that Defendants' records indicate that you worked during the Class Period or PAGA Period, or ask questions regarding the processing of Individual Settlement Payments or PAGA Settlement Amounts. **It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Individual Settlement Payment and PAGA Settlement Amount.** You may contact the Settlement Administrator at:

Wolfe v. South Coast Baking, LLC et al. Settlement Administrator
c/o _____

FAX NUMBER: _____

EMAIL: _____

XIV. When will the Court consider whether to finally approve the Settlement?

The Court will hold a Final Settlement Hearing in Department S-26 of the Superior Court of the State of California for the County of San Bernardino, located at 247 West Third Street, San Bernardino, California 92415 on _____ at _____ .m., to decide whether to finally approve the settlement as fair, reasonable, and adequate. At that time, the Court also will be asked to approve Plaintiffs' attorneys' request for attorneys' fees and reimbursement of costs and the Enhancement Payments. The hearing may be postponed without further notice. If the Settlement is not approved, the Action will continue to be prepared for trial or other judicial resolution.

Questions? You can contact the Settlement Administrator or Plaintiffs' attorneys at the numbers listed above.

DO NOT CONTACT THE COURT OR DEFENDANTS' ATTORNEYS REGARDING THE SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS.