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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 Christian Towns
Department S26

CLASS ACTION

**DECLARATION OF JARROD SALINAS
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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

I, Jarrod Salinas, declare as follows:

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class and Representative Action Settlement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class and Representative Action Settlement* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of Workweeks each Class Member worked during the period from October 27, 2018 and February 12, 2024 (“Class Period”) and the number of Pay Periods that each Aggrieved Employee worked during the time period from January 8, 2022 and February 12, 2024 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Payment, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On November 5, 2024, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and Workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained 479 individuals identified as Class Members.

1 4. On November 7, 2024, Phoenix conducted a National Change of Address
2 ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A
3 search of this database provides updated addresses for any individual who has moved in the
4 previous 4 years and notified the U.S. Postal Service of their change of address.

5 5. On November 19, 2024, Phoenix mailed the Notice via U.S. first class mail, in
6 English and Spanish, to all 479 Class Members on the Class List. A true and correct copy of the
7 mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, 22 Notices have been returned to Phoenix. None
9 were returned with a forwarding address. For the 22 Notices returned from the Post Office
10 without a forwarding address, Phoenix attempted to locate a current mailing address using
11 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
12 Of the 22 Notices that were skip traced, 13 updated addresses were obtained, and the Notice was
13 promptly re-mailed to those Class Members via first class mail.

14 7. As of the date of this declaration, 9 Notices remain undeliverable, because an
15 updated address could not be obtained via skip trace.

16 8. As of the date of this declaration, Phoenix has received zero Requests for
17 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement
18 was January 3, 2025.

19 9. As of the date of this declaration, Phoenix has received zero Notices of Objection
20 from Class Members. The deadline for objecting to the Class Settlement was January 3, 2025.

21 10. As of the date of this declaration, Phoenix has received zero Workweek disputes
22 from Class Members. The deadline for submitting a dispute was January 3, 2025.

23 11. There are 479 Class Members who did not submit timely and valid Requests for
24 Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class.
25 Settlement Class Members have worked a collective total of 42,346 Workweeks during the Class
26 Period. Each Workweek is valued at approximately \$16.19.

27 12. The Net Settlement Amount of \$685,500.00 available to pay Settlement Class
28 Members was determined by subtracting the requested Class Counsel attorneys' fees

1 (\$400,000.00), and Class Counsel costs (\$35,000.00), requested Enhancement Payments
2 (\$20,000.00), the PAGA Amount (\$50,000.00), and the requested Settlement Administration
3 Costs (\$9,500.00) from the Gross Settlement Amount (\$1,200,000.00).

4 13. Based upon the calculations stipulated in the Settlement, the highest Individual
5 Settlement Share to be paid is approximately \$4,435.53, the lowest Individual Settlement Share
6 to be paid is approximately \$16.19, while the average Individual Settlement Share to be paid is
7 approximately \$1,431.11. Settlement Class Members will be issued payment of their Individual
8 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
9 respect to the wages portion of the Individual Settlement Share (the net payment is their
10 "Individual Settlement Payment").

11 14. Additionally, \$50,000.00 of the Gross Settlement Amount has been allocated
12 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
13 \$37,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and
14 25%, or \$12,500.00, of which shall be paid to all current and former hourly non-exempt
15 individuals who are or were employed by Defendant during the PAGA Period. There are 313
16 Aggrieved Employees who worked a total of 10,579 Pay Periods during the PAGA Period. The
17 highest Individual PAGA Payment to be paid is approximately \$72.08, and the average
18 Individual PAGA Payment to be paid is approximately \$39.94.

19 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
20 due separate and apart from the Gross Settlement Amount.

21 16. Phoenix's costs associated with the administration of this matter are \$9,500.00.
22 This includes all costs incurred to date, as well as estimated costs involved in completing the
23 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as

24 **Exhibit B.**

25 I declare under penalty of perjury of the laws of the State of California that the foregoing
26 is true and correct. Executed this 27th day of March 2025, at Orange, California.

27 
28 JARROD SALINAS

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 «Class_Amt», PRIOR TO ANY APPLICABLE TAXES OR DEDUCTIONS, WHICH IS BASED ON YOUR HAVING WORKED «Class_WW» WORKWEEKS DURING THE CLASS PERIOD. YOUR PAGA SETTLEMENT AWARD IS ESTIMATED TO BE «PAGA_Amt», WHICH IS BASED UPON YOUR HAVING WORKED «PAGA_WW» 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 October 22, 2024, 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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jamie@crosnerlegal.com

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 wolfe-v-south-coast-baking.phoenixcases.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, Phoenix Settlement Administrators, at the address provided below on or before December 30, 2024, (“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 December 30, 2024, 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 December 30, 2024, 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 April 22, 2025, at 8:30 a.m., 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 December 30, 2024, 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 prove 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.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

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 April 22, 2025, at 8:30 a.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.

NOTIFICACIÓN DEL ACUERDO DE ACCIÓN COLECTIVA Y REPRESENTATIVA**WOLFE CONTRA SOUTH COAST BAKING, LLC ET AL.****Tribunal Superior de San Bernardino Caso n° CIVSB2224856***Un tribunal autorizó este aviso. No se trata de una solicitud. Usted no está siendo Demandado.*

Si trabajó para 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; o Brill, Inc. en California como empleado por horas o no exento entre el 27 de octubre de 2018 y el 12 de febrero de 2024, entonces puede obtener dinero de un Acuerdo de Demanda Colectiva y de la Ley General de Abogados Privados (“PAGA”).

SU PAGO INDIVIDUAL EN VIRTUD DE ESTE ACUERDO SE ESTIMA EN «Class_Amt», ANTES DE CUALQUIER IMPUESTO O DEDUCCIÓN APLICABLE, QUE SE BASA EN QUE HAYA TRABAJADO «Class_WW» SEMANAS LABORALES DURANTE EL PERÍODO DE LA CLASE. SU SUMA PARA EL ACUERDO PAGA SE ESTIMA EN «PAGA_Amt», QUE SE BASA EN QUE HAYA TRABAJADO «PAGA_WW» SEMANAS LABORALES DURANTE EL PERÍODO PAGA. ESTOS IMPORTES SON SÓLO UNA ESTIMACIÓN Y LOS IMPORTES FINALES PUEDEN CAMBIAR EN FUNCIÓN DE LA APROBACIÓN DEFINITIVA DEL ACUERDO POR PARTE DEL TRIBUNAL.

SUS DERECHOS Y OPCIONES EN RELACIÓN CON EL ACUERDO

Lo que puede hacer:	<u>Lo que ocurrirá:</u>
No hacer nada	Recibirá su Pago Individual de la Clase y su Reclamaciones Exoneradas PAGA y renunciará al derecho de presentar su propia Demanda por las Reclamaciones Exoneradas de la Clase y las Reclamaciones Exoneradas PAGA. Véase a continuación.
Presentar información o documento(s) para impugnar el número de Semanas Laborales que ha trabajado	Se tomará una decisión con respecto al número de Semanas Laborales basándose en las pruebas presentadas. Usted recibirá su Pago Individual de la Clase y su Reclamaciones Exoneradas PAGA y renunciará al derecho de presentar su propia Demanda por las Reclamaciones Exoneradas de la Clase y las Reclamaciones Exoneradas PAGA. Véase a continuación.
Solicitar su exclusión del Acuerdo	Usted no recibirá su Pago PAGA Individual del Acuerdo, pero recibirá su Compensación PAGA del Acuerdo. Conservará el derecho a presentar su propia Demanda por las Reclamaciones Exoneradas de la Clase, pero no por las Reclamaciones Exoneradas PAGA. Véase a continuación.
Objetar los términos del Acuerdo	El Tribunal considerará su objeción. Si el tribunal desestima su objeción, seguirá estando obligado por los términos del Acuerdo. Véase más abajo.

I. ¿Cuál es la finalidad de este aviso?

El propósito de este aviso es hacerle saber que hay una Demanda Colectiva y una Demanda PAGA pendientes en el Tribunal Superior de California para el Condado de San Bernardino, que se ha llegado a un Acuerdo propuesto y que usted puede tener derecho a una indemnización de conformidad con los términos del Acuerdo.

La Demanda Colectiva y PAGA fue presentada por los Demandantes Joshua Wolfe y Veronica Topete contra 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, y Brill, Inc. (“Demandados”). Se le asignó el Caso N° CIVSB2224856 (“la Acción”). La Primera Demanda Colectiva Enmendada y la Demanda PAGA de los Demandantes alegan que los Demandados supuestamente no pagaron los salarios por horas extras, no proporcionaron las primas por períodos de comida, no proporcionaron las primas por períodos de descanso, no pagaron los salarios mínimos, no pagaron todos los salarios adeudados tras la separación del empleo, no pagaron los salarios puntualmente durante el empleo, no proporcionaron declaraciones de salarios conformes, no mantuvieron los registros de nóminas requeridos, no reembolsaron los gastos empresariales, no presentó los registros de empleo, no mantuvo registros de nóminas precisos y completos, violó la Ley de Notificación de Ajuste y Recapacitación de los Trabajadores de California, no proporcionó una baja por enfermedad adecuada, no proporcionó una baja por enfermedad complementaria remunerada, no proporcionó asientos adecuados, no pagó todo el tiempo libre acumulado y adquirido, realizó comprobaciones penales y/o financieras ilegales y no proporcionó un lugar de trabajo seguro y saludable.

El 22 de octubre de 2024, la Honorable Jessica Morgan, que supervisa la Acción, ordenó que se le enviara este Aviso. El expediente del Tribunal contiene los documentos del Acuerdo con más información sobre la Acción.

II. ¿Por qué buscan los Demandantes la aprobación del Acuerdo?

Los Demandantes solicitan la aprobación del Acuerdo porque han llegado a una propuesta de Acuerdo con los Demandados que consideran justa, razonable y adecuada y en el mejor interés de los Miembros de la Clase y de todas las partes que resuelve las incertidumbres de estos casos. Tenga en cuenta que el Tribunal aún no ha decidido nada, sólo que debe recibir una copia de esta Notificación para que pueda revisar el Acuerdo y determinar si desea participar en el Acuerdo, objetarlo o excluirse del mismo.

III. ¿Cuál es la posición de los Demandados sobre el Acuerdo?

Los Demandados niegan que cualquiera de sus prácticas fuera o sea ilegal y los Demandados no admiten ninguna de las alegaciones contra ellos. Los Demandados consideran el Acuerdo como un compromiso, al que han accedido para evitar la carga y los gastos de un litigio continuado. Por lo tanto, los Demandados se reservan el derecho de defenderse contra todas las Demandas si el Acuerdo fracasa por cualquier motivo.

IV. ¿Por qué recibí este aviso?

Usted recibió este Aviso porque los registros de los Demandados lo identifican como Miembro de la Clase. Puede obtener dinero del Acuerdo si trabajó como empleado remunerado por hora o no exento para cualquiera de los Demandados dentro del Estado de California en cualquier momento entre el 27 de octubre de 2018 y el 12 de febrero de 2024 (el “Período de la Demanda Colectiva”). Específicamente, “Miembro de la Clase” se define de la siguiente manera:

Todos los empleados actuales y anteriores pagados por hora o no exentos que trabajaron para cualquiera de los Demandados dentro del Estado de California en cualquier momento durante el Período de la Demanda Colectiva.

Si usted trabajó para cualquiera de los Demandados entre el 8 de enero de 2022 y el 12 de febrero de 2024, también está recibiendo este Aviso porque los registros de los Demandados lo identifican como un Empleado PAGA. Usted puede obtener dinero del Acuerdo si trabajó como empleado remunerado por hora o no exento para cualquiera de los Demandados dentro del Estado de California en cualquier momento entre el 8 de enero de 2022 y el 12 de febrero de 2024 (el “Período PAGA”). Específicamente, “Empleado PAGA” se define de la siguiente manera:

Todos los empleados actuales y anteriores pagados por hora o no exentos que trabajaron para cualquiera de los Demandados dentro del Estado de California en cualquier momento durante el Período PAGA.

V. ¿Quiénes son los abogados de las partes?**Abogado del Demandante Wolfe y de los Miembros de la Demanda Colectiva****LAWYERS FOR JUSTICE, PC**

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VI. ¿En qué consiste el Acuerdo propuesto?

Los Demandados han acordado pagar una suma de Acuerdo de hasta Un Millón Doseientos Mil Dólares y Cero Centavos (\$1,200,000.00) (“Monto Bruto del Acuerdo”). Esta suma incluye lo siguiente (1) honorarios por la administración del Acuerdo, que se prevé no superen los Once Mil Dólares y Cero Centavos (\$11,000.00), (2) pagos de mejora por un importe que no supere los Diez Mil Dólares y Cero Centavos (\$10,000.00) al Demandante Joshua Wolfe, y Diez Mil Dólares y Cero Centavos (\$10,000.00) a la Demandante Veronica Topete, por el, enjuiciamiento y los riesgos asumidos por las costas en caso de que la Acción no prosperara, (3) el pago a la Agencia de Desarrollo Laboral y Fuerza de Trabajo de California de Treinta y Siete Mil Quinientos Dólares y Cero Centavos (\$37,500.00) (“Pago PAGA”), (4) Doce Mil Quinientos Dólares y Cero Centavos (\$12,500.00) a ser distribuidos como Adjudicaciones del Acuerdo PAGA a los Empleados PAGA, (5) honorarios de los abogados de los Demandantes por un monto de hasta Cuatrocientos Mil Dólares y Cero Centavos (\$400,000.00) y costos reales del litigio por un monto de hasta Treinta y Cinco Mil Dólares y Cero Centavos (\$35,000.00), según lo apruebe el Tribunal, y (6) Pagos Individuales del Acuerdo.

A continuación se presenta un resumen de las disposiciones del Acuerdo. Los términos específicos y completos de la transacción extrajudicial propuesta se establecen en la Estipulación de transacción extrajudicial de la Demanda Colectiva y representativa y exención de reclamaciones entre los Demandantes y los Demandados (“Acuerdo de transacción extrajudicial”), una copia de la cual se ha presentado ante el Secretario del Tribunal y está disponible en el sitio web del Administrador de la transacción extrajudicial en wolfe-v-south-coast-baking.phoenixcases.com.

Pagos individuales del Acuerdo. Los Demandados han acordado pagar a todos los Miembros de la Clase que no presenten una Solicitud de Exclusión por escrito a través del Administrador del Acuerdo de conformidad con los términos del Acuerdo de Liquidación, tras la Aprobación Definitiva del Acuerdo.

Tras la deducción de los gastos aprobados por el Tribunal del importe del Acuerdo, la suma restante (“Importe neto del Acuerdo”) estará disponible para pagar a cada Miembro de la Clase que no opte por la exclusión (“Miembro de la Clase del Acuerdo”). Cada Miembro de la Clase del Acuerdo recibirá una parte del Importe Neto del Acuerdo que se basará en el número total de semanas que el Miembro de la Clase del Acuerdo individual trabajó para cualquiera de los Demandados en California durante el Periodo de la Clase (“Pago Individual de la Clase”).

El Pago Individual de la Clase del Acuerdo pagado a cada Miembro de la Clase del Acuerdo se asignará de la siguiente manera: el veinte por ciento (20%) se atribuirá a salarios y se informará como tal en un Formulario W-2 del IRS del cual se tomarán los impuestos y contribuciones de retención de nómina; cuarenta por ciento (40%) a intereses, no sujetos a retenciones e informados en un Formulario 1099 del IRS; y el cuarenta por ciento (40%) a multas, no sujetas a retenciones e informadas en un Formulario 1099 del IRS.

Adjudicaciones del Acuerdo PAGA. Cincuenta Mil Dólares y Cero Centavos (\$50,000.00) se destinan al Acuerdo de las reclamaciones PAGA. Treinta y Siete Mil Quinientos Dólares y Cero Centavos (\$37,500.00) se pagarán a la Agencia de Desarrollo Laboral y Fuerza de Trabajo de California (“LWDA”) y Doce Mil Quinientos Dólares y Cero Centavos (\$12,500.00) estarán disponibles para su distribución a los Empleados PAGA. Cada Empleado PAGA recibirá una parte de la cantidad disponible para distribución a los Empleados PAGA que se basa en el número total de semanas que el Empleado PAGA trabajó para cualquiera de los Demandados en California durante el Periodo PAGA (“Compensación del Acuerdo PAGA”).

La indemnización del Acuerdo PAGA pagada a cada empleado PAGA se asignará como sanciones, no estará sujeta a retenciones y se informará en un formulario 1099 del IRS.

Las partes acuerdan que todos los Miembros de la Clase del Acuerdo y los Empleados PAGA que reciban cualquier pago en virtud del Acuerdo serán responsables de todas y cada una de las obligaciones fiscales asociadas a dicha recepción. **Usted será responsable de caracterizar correctamente esta compensación a efectos fiscales y de pagar cualquier impuesto que pueda adeudarse sobre el pago que reciba.**

VII. ¿Cuáles son mis derechos en relación con este asunto?

A. Opción uno: Puede no hacer nada.

Si no se excluye voluntariamente de la Demanda Colectiva, recibirá su Pago Individual de Liquidación y su Compensación PAGA, quedará vinculado por la Liquidación y se le prohibirá presentar por separado las Demandas liberadas por el Acuerdo de Liquidación.

B. Opción dos: Información correcta

Si usted cree que la información contenida en esta Notificación con respecto al número de Semanas Laborales que usted trabajó es incorrecta, usted **debe** contactar al Administrador del Acuerdo, Phoenix Settlement Administrators, en la dirección proporcionada abajo en o antes del 30 de diciembre de 2024, (“Fecha Límite de Respuesta”). La fecha del matasellos en el sobre de respuesta será el medio exclusivo utilizado para determinar si una disputa fue presentada a tiempo. El Administrador del Acuerdo evaluará la información y el/los documento(s) que usted presente y, después de revisar los registros de los Demandados, el Administrador del Acuerdo, junto con los abogados de las partes, intentará resolver informalmente la disputa en cuanto a su número correcto de Semanas Laborales. Las disputas no resueltas serán decididas por el Administrador del Acuerdo, sujetas a la aprobación final del Tribunal. Si usted disputa el número de Semanas Laborales, puede consultar con los Abogados de los Demandantes o con el Administrador del Acuerdo sobre su reclamación en disputa.

C. Opción Tres: Puede excluirse del Acuerdo de conciliación.

Si no desea participar en el Acuerdo de conciliación ni quedar vinculado por el mismo, deberá presentar al Administrador del Acuerdo una declaración escrita y firmada en la que exprese su deseo de ser excluido del Acuerdo (“Solicitud de exclusión”), y dicha declaración deberá incluir el nombre (y los nombres anteriores, si los hubiera), la dirección actual y el número de teléfono, e indicar “Deseo ser excluido del Acuerdo *Wolfe v. South Coast Baking, LLC*,” o algo análogo a esa frase, y estar matasellada antes del 30 de diciembre de 2024, y ser devuelta al Administrador del Acuerdo a la dirección especificada. La Solicitud de exclusión no será válida si no se presenta a tiempo, si no está firmada por el Miembro de la Clase o si no contiene el nombre, la dirección y el número de teléfono de la persona que solicita la exclusión. La fecha del matasellos que figure en el sobre de devolución de la Solicitud de Exclusión será el único medio utilizado para determinar si la Solicitud de Exclusión fue presentada a tiempo.

Cualquier Miembro de la Clase que solicite ser excluido de la Clase del Acuerdo no tendrá derecho a un Pago Individual de la Clase y no estará obligado por los términos del Acuerdo ni tendrá derecho a objetar, apelar o hacer comentarios al respecto. Sin embargo, incluso si solicita ser excluido de la Clase del Acuerdo y el Tribunal aprueba el Acuerdo, seguirá recibiendo una Compensación del Acuerdo PAGA si es un Empleado PAGA y se habrá considerado que renuncia a las Reclamaciones Exoneradas PAGA. No tiene derecho a excluirse del Acuerdo de las reclamaciones PAGA.

Los Miembros de la Clase que no presenten una Solicitud de Exclusión válida y oportuna por escrito el 30 de diciembre de 2024 o antes de esa fecha, quedarán obligados por todos los términos del Acuerdo de Conciliación y por cualquier sentencia definitiva dictada en esta Acción si el Acuerdo de Conciliación es aprobado por el Tribunal.

D. Opción Cuatro: Puede objetar al Acuerdo.

Si usted es un Miembro de la Clase y no opta por la Exclusión, puede objetar al Acuerdo antes de la Aprobación Definitiva del Acuerdo por parte del Tribunal. Sin embargo, no tiene derecho a oponerse al Acuerdo de las Demandas PAGA. Esto significa que no puede objetar a la aprobación por parte del Tribunal del Pago PAGA, las Adjudicaciones del Acuerdo PAGA o las Reclamaciones Exoneradas PAGA. Si usted se opone al Acuerdo y su objeción es desestimada, recibirá su Pago PAGA Individual y su Compensación PAGA, quedará vinculado por el Acuerdo y no podrá reclamar por separado las reclamaciones liberadas por el Acuerdo de conciliación.

Si decide objetar el Acuerdo, puede comparecer por sí mismo o a través de un abogado que contrate y pague por sí mismo. Puede presentar al Administrador del Acuerdo una declaración por escrito objetando al Acuerdo o comparecer en la Audiencia del Acuerdo Final, programada para el 22 de abril de 2025, a las 8:30 a.m., en el Departamento S-26 del Tribunal Superior del Condado de San Bernardino, ubicado en 247 West Third Street, San Bernardino, California 92415, y objetar oralmente al Acuerdo sin antes presentar una objeción por escrito al Administrador del Acuerdo. Sin embargo, si decide objetar por escrito, cualquier objeción escrita debe estar firmada por usted o por un abogado que lo represente, e indicar: (a) su nombre completo; (b) sus fechas de empleo; (c) los últimos cuatro dígitos de su número de Seguro Social y/o su número de identificación de empleado; (d) una declaración de sus objeciones, y (e) el nombre del caso y el número del caso, *Wolfe contra South Coast Baking, LLC et al.*, Case No. CIVSB2224856. Debe enviar por correo dicha objeción por escrito al Administrador del Acuerdo el 30 de diciembre de 2024 o antes, para que el Tribunal la tenga en cuenta. La fecha del matasello que figure en el sobre de devolución del correo será el único medio utilizado para determinar si la objeción se presentó a tiempo. Todo Miembro de la Clase que presente una Solicitud de Exclusión no tendrá derecho a objetar al Acuerdo.

VIII. ¿Cuánto dinero recibiré si no presento una solicitud de exclusión?

La parte bruta estimada que usted recibirá en virtud del Acuerdo si es Miembro de la Clase de Demandantes o empleado PAGA está preimpresa en esta Notificación. La cantidad real que reciba puede ser superior o inferior a esta cantidad.

Los Demandados han acordado pagar un Monto Bruto del Acuerdo de hasta Un Millón Doscientos Mil Dólares y Cero Centavos (\$1,200,000.00) para resolver la Acción. La cantidad que usted reciba como Pago Individual del Acuerdo dependerá del número de semanas que trabajó durante el Periodo de la Demanda Colectiva para los Demandados, calculado multiplicando el número de semanas que trabajó durante el Periodo de la Demanda Colectiva por la cantidad disponible para cada una de dichas semanas. La cantidad disponible por semana se calculará dividiendo el Importe Neto del Acuerdo por el número total de semanas trabajadas por todos los Miembros de la Clase durante el Periodo de la Demanda Colectiva.

La cantidad que usted reciba como Adjudicación del Acuerdo PAGA depende del número de semanas que trabajó durante el Periodo PAGA para los Demandados, calculado multiplicando el número de semanas que trabajó durante el Periodo PAGA por la cantidad disponible para cada una de dichas semanas. La cantidad disponible por semana se calculará dividiendo Doce Mil Quinientos Dólares y Cero Centavos (\$12,500.00) entre el número total de semanas trabajadas por todos los Empleados PAGA durante el Periodo PAGA.

Dispondrá de 180 días para cobrar su cheque. Si no cobra su cheque en el plazo de 180 días, los fondos no cobrados, sujetos a la aprobación del Tribunal, se transmitirán al Fondo de Propiedad No Reclamada del Interventor del Estado.

IX. ¿Cuál es el efecto del Acuerdo sobre mis derechos?

Tras la Aprobación Definitiva por parte del Tribunal, cada Miembro de la Clase que no Opte por la Exclusión liberará, a partir de la fecha en que los Demandados entreguen el Importe Bruto del Acuerdo al Administrador del Acuerdo, a los Demandados, y a cualquiera de sus actuales y anteriores matrices, predecesores o sucesores, sociedades de cartera, empresas afiliadas o entidades, incluidos propietarios, accionistas, Miembros, socios, funcionarios, directores, gerentes, empleados y agentes, de todas y cada una de las reclamaciones, deudas, responsabilidades, Demandas, obligaciones, sanciones, garantías, costes, gastos, honorarios de abogados, daños y perjuicios, acciones o causas de acción de cualquier tipo o naturaleza, ya sean conocidas o desconocidas, contingentes o acumuladas, que se aleguen, o que razonablemente podrían haberse alegado basándose en los mismos hechos, teorías de responsabilidad y reclamaciones alegadas en la Acción, incluyendo, pero sin limitarse a: (1) falta de pago de horas extras; (2) falta de pago de primas por períodos de comida; (3) falta de pago de primas por períodos de descanso; (4) falta de pago de salarios mínimos; (5) falta de pago de todos los salarios adeudados en el momento de la separación del empleo; (6) falta de pago puntual de los salarios durante el empleo; (7) falta de presentación de declaraciones salariales conformes; (8) falta de mantenimiento de los registros de nóminas requeridos; (9) falta de reembolso de los gastos empresariales; y (10) violación del Código de Negocios y Profesiones §§ 17200, y siguientes. Esta exoneración incluirá, sin limitación, las reclamaciones que se plantearon, o que razonablemente se podrían haber planteado basándose en los mismos hechos, teorías de responsabilidad y reclamaciones alegadas en la Demanda en virtud de las Órdenes Salariales aplicables y las disposiciones del Código Laboral de California, incluidas las §§ 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, y/o 1198 del Código Laboral, basadas en supuestas violaciones de estas disposiciones del Código Laboral (colectivamente, las “Reclamaciones Exoneradas de la Clase”). El período de las Reclamaciones Exoneradas de la Clase será el Período de la Clase.

Además, cada Empleado PAGA liberará, a partir de la fecha en que los Demandados entreguen el Monto Bruto del Acuerdo al Administrador del Acuerdo, a los Demandados, y a cualquiera de sus matrices actuales y anteriores, predecesores o sucesores, sociedades de cartera, empresas afiliadas o entidades, incluidos propietarios, accionistas, Miembros, socios, funcionarios, directores, gerentes, empleados y agentes, de todas las reclamaciones PAGA que se aleguen o que razonablemente podrían haberse alegado sobre la base de los mismos hechos y teorías de responsabilidad alegados en la Acción, incluidas, entre otras, las reclamaciones de sanciones en virtud de PAGA debido a la supuesta (1) falta de pago de salarios mínimos y de horas extraordinarias; (2) falta de provisión de períodos de comida conformes; (3) falta de autorización y provisión de períodos de descanso; (4) falta de provisión de declaraciones salariales precisas; (5) falta de presentación de registros de empleo; (6) falta de mantenimiento de registros de nóminas precisos y completos; (7) falta de reembolso de gastos empresariales; (8) violación de la Ley de Notificación de Ajuste y Recapacitación de los Trabajadores de California; (9) no proporcionar una baja por enfermedad adecuada; (10) no proporcionar una baja por enfermedad remunerada suplementaria; (11) no proporcionar asientos adecuados; (12) no pagar todo el tiempo libre acumulado y adquirido; (13) no pagar puntualmente todos los salarios tras la separación del empleo; (14) comprobaciones penales y/o financieras ilegales; y (15) no proporcionar un lugar de trabajo seguro y saludable. Esta exoneración incluirá, sin limitación, las reclamaciones de sanciones conforme a PAGA que se plantearon, o que razonablemente se podrían haber planteado basándose en los mismos hechos y teorías de responsabilidad alegados en la Acción, conforme a las Órdenes de Salarios aplicables y las disposiciones del Código Laboral de California, incluyendo los §§ 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 y/o 2810.5, del Código Laboral basadas en supuestas violaciones de estas disposiciones del Código Laboral (colectivamente, las “Reclamaciones Exoneradas PAGA”). El período de las Reclamaciones Exoneradas de PAGA será el Período PAGA.

Si el Acuerdo de conciliación no es aprobado por el Tribunal o no se convierte en definitivo por alguna otra razón, el litigio continuará.

X. ¿Qué es un pago de mejora ?

En las Demandas colectivas y representativas, un tribunal puede proporcionar a la persona que interpuso la Demanda un pago de mejora en reconocimiento del tiempo, esfuerzo y riesgos que asumió para llevar adelante el caso y su ejecución de una exención general de todas las reclamaciones. El Demandante Joshua Wolfe solicitará que el Tribunal apruebe un Pago de Mejora de Diez Mil Dólares y Cero Centavos (\$10,000.00), el cual será deducido del Monto Bruto del Acuerdo si es aprobado por el Tribunal. La Demandante Veronica Topete solicitará que el Tribunal apruebe un Pago de Mejora de Diez Mil Dólares y Cero Centavos (\$10,000.00), que se deducirá del Monto Bruto del Acuerdo si es aprobado por el Tribunal.

XI. ¿Por qué recibe dinero la Agencia de Desarrollo de la Mano de Obra?

PAGA permite a los ciudadanos privados ponerse en el lugar del Estado de California y recuperar las sanciones civiles por supuestas violaciones del Código Laboral de California. El setenta y cinco (75) por ciento de cualquier recuperación de este tipo debe entregarse al Estado. En el presente caso, el Acuerdo prevé el pago de Treinta y Siete Mil Quinientos Dólares y Cero Centavos (\$37,500.00) al Estado como su parte de las sanciones recuperadas en este caso ("Pago PAGA"). Esta cantidad, si es aprobada por el Tribunal, se deducirá del Monto Bruto del Acuerdo.

XII. ¿Cuánto se llevarán los abogados de los Demandantes?

Los abogados de los Demandantes solicitarán la aprobación del Tribunal para el pago de los honorarios de los abogados por un importe de hasta un tercio (1/3) del Importe Bruto del Acuerdo o Cuatrocientos Mil Dólares y Cero Céntimos (\$400,000.00), más las costas que no superen los Treinta y Cinco Mil Dólares y Cero Céntimos (\$35,000.00). Estas cantidades, si son aprobadas por el Tribunal, se deducirán del Importe Bruto del Acuerdo.

XIII. ¿Quién es el administrador del Acuerdo?

El Administrador del Acuerdo es un tercero independiente designado por el Tribunal para enviar esta notificación, procesar y emitir los Pagos PAGA Individuales y las Adjudicaciones PAGA del Acuerdo, y administrar de otro modo el Acuerdo. Se estima que costará aproximadamente Once Mil Dólares y Cero Centavos (\$11,000.00) que el Administrador del Acuerdo administre completamente el Acuerdo. Esta cantidad, si es aprobada por el Tribunal, se deducirá del Monto Bruto del Acuerdo.

El Tribunal ha aprobado a Phoenix Settlement Administrators para que sea el Administrador del Acuerdo en este caso. Usted puede ponerse en contacto con el Administrador del Acuerdo para proporcionar información de contacto actualizada, hacer correcciones con respecto a su información de empleo, disputar el número de Semanas Laborales que los registros de los Demandados indican que usted trabajó durante el Período de la Clase o el Período PAGA, o hacer preguntas con respecto al procesamiento de los Pagos Individuales del Acuerdo o los Montos del Acuerdo PAGA. **Es su responsabilidad mantener una dirección actualizada en los archivos del Administrador del Acuerdo para garantizar la recepción de su Pago PAGA Individual y del Monto del Acuerdo PAGA.** Puede ponerse en contacto con el Administrador del Acuerdo en:

Wolfe contra South Coast Baking, LLC et al.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com

XIV. ¿Cuándo considerará el Tribunal la aprobación definitiva del Acuerdo?

El Tribunal celebrará una Audiencia de Aprobación Definitiva en el Departamento S-26 del Tribunal Superior del Estado de California para el Condado de San Bernardino, ubicado en 247 West Third Street, San Bernardino, California 92415 el 22 de abril de 2025, a las 8:30 a.m., para decidir si aprueba definitivamente el Acuerdo como justo, razonable y adecuado. En ese momento, también se solicitará al Tribunal que apruebe la solicitud de los abogados de los Demandantes de honorarios de abogados y reembolso de costes y los Pagos de mejora. La vista podrá aplazarse sin previo aviso. Si no se aprueba el Acuerdo, la Acción continuará preparándose para el juicio u otra resolución judicial.

¿Tiene preguntas? Puede ponerse en contacto con el administrador del Acuerdo o con los abogados de los Demandantes en los números indicados anteriormente.

NO SE PONGA EN CONTACTO CON EL TRIBUNAL NI CON LOS ABOGADOS DE LOS DEMANDADOS EN RELACIÓN CON EL ACUERDO O EL PROCESO DE ADMINISTRACIÓN DEL ACUERDO.

EXHIBIT B



CLASS ACTION ADMINISTRATION SOLUTIONS

March 7, 2024

CASE ASSUMPTIONS

Class Members	470
Opt Out Rate	1%
Opt Outs Received	6
Total Class Claimants	464
Subtotal Admin Only	\$9,855.77

Flat Fee Total \$9,500.00

For 470 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Language Translation, Printing & Mailing Included

Case: Wolfe/Topete v. South Coast Baking, Opt-Out Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Michael Jones

Firm: Crosner Legal

Contact Number: (424) 332-3107

Email: : michael.jones@crosnerlegal.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **470** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

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

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	2		\$200.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.00	66		\$131.60
NCOA (USPS)	\$94.00	1		\$94.00
Total				\$725.60

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Language Translation / Website

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Language Translation	\$1,000.00	1		\$1,000.00
Data Merge & Duplication Scrub	\$0.10	470		\$47.00
Notice Packet & Opt-Out Form	\$1.35	470		\$634.50
Estimated Postage (up to 2 oz.)*	\$0.87	470		\$408.90
Static Website	\$200.00	1		\$200.00
Total				\$2,490.40

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



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	2		\$110.00
Skip Tracing Undeliverables	\$1.00	71		\$70.50
Remail Notice Packets	\$1.00	68		\$67.50
Estimated Postage	\$0.87	68		\$58.73
Programming Undeliverables	\$50.00	2		\$100.00
			Total	\$406.73

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Database	\$150.00	1		\$150.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	5		\$275.00
Deficiency & Dispute Letters	\$10.00	4		\$40.00
Case Manager	\$85.00	3		\$255.00
			Total	\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	2		\$270.00
Programming Manager	\$95.00	3		\$285.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	5		\$675.00
Mail Class Checks *	\$0.80	464		\$371.20
Estimated Postage	\$0.64	464		\$296.96
			Total	\$2,168.16

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	2		\$230.00
Remail Checks (Postage Included)	\$2.00	97		\$194.88
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	5		\$425.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	3		\$255.00
Final Reporting & Declarations	\$115.00	3		\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	\$1,300.00	1		\$1,300.00
Check to Cy-Pres	\$150.00	1		Included
Total				\$3,144.88

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

Estimate Total: \$9,855.77



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

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

Tax Reporting Requirements

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

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.