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*Attorneys for Plaintiffs*

**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**

**DECLARATION OF ARMAN  
MARUKYAN IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of  
Class Action Settlement; Declaration of  
Proposed Class Counsel (Michael W. Jones);  
Declaration of Proposed Class Representatives  
(Joshua Wolfe and Veronica Topete); and  
[Proposed] Order filed concurrently herewith]

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

**DECLARATION OF ARMAN MARUKYAN**

I, Arman Marukyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Joshua Wolfe (“Plaintiff Wolfe”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

**EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of

Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwarzian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.

1 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.  
2 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.  
3 RG13680477). He has worked on over one hundred (100) class action or representative action  
4 cases which have resulted in settlement, including, but not limited to, those listed in paragraph 7  
5 herein.

6 5. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a  
7 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of  
8 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from  
9 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)  
10 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in  
11 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme  
12 Court. She has taken and defended dozens of depositions and successfully handled motion practice  
13 in class action cases regarding discovery (including and not limited to, regarding class contact  
14 information), class certification (both contested class certification and stipulated class  
15 certification), arbitration agreements, coordination, and intervention. She has successfully handled  
16 briefing and oral argument on appeal, and obtained notable decisions regarding the Private  
17 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*  
18 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),  
19 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also  
20 has extensive experience with class action and/or representative action settlements. Under her,  
21 Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has handled the class certification  
22 and court approval process for hundreds of class action and/or representative action matters that  
23 have successfully resolved. She is a member of the California Employment Lawyers Association.

24 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree  
25 from Loyola Marymount University, Los Angeles in 2015 and earned my Juris Doctor degree from  
26 Pennsylvania State University, Penn State Law in 2019. I was admitted to practice law in  
27 California in 2019. I am admitted to practice before all courts of the State of California and all  
28 federal district courts in the State of California. During my employment with Lawyers *for* Justice,

1 PC, I have worked on over one hundred (100) wage-and-hour class actions and PAGA  
2 representative actions, and my work has included, *inter alia*: researching and drafting pleadings;  
3 administrative notice exhaustion; drafting, negotiating, and finalizing stipulations and settlement  
4 agreements; taking and defending depositions; propounding and responding to written discovery;  
5 engaging in motion practice (including and not limited to, motions to compel arbitration, motions  
6 to compel discovery responses, motions for summary judgment and/or adjudication, and motions  
7 to remand); claims evaluation and analysis; making court appearances; and attending mediation. I  
8 have also successfully handled briefing and oral argument in the California Courts of Appeal. I  
9 am a member of the California Employment Lawyers Association, and California Lawyers  
10 Association's Labor and Employment Section and Litigation Section.

11 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**  
12 **REPRESENTATIVE ACTION CASES**

13 7. What follows are just a few examples of the type of results Lawyers for Justice, PC  
14 ("LFJ") has achieved on behalf of its clients:

15 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
16 wage-and-hour class action against a major property management company involving allegations  
17 of misclassification of various "manager" positions. On September 20, 2010, the court granted  
18 final approval of the class action settlement. The Los Angeles County Superior Court Case  
19 Number is BC400414.

20 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
21 wage-and-hour class action against a national retailer of household items involving allegations of  
22 misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court  
23 granted final approval of the class action settlement. The Los Angeles County Superior Court Case  
24 Number is BC413498.

25 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
26 wage-and-hour class action against a national property management company involving  
27 allegations of misclassification of the "Property Manager" position. On May 23, 2012, the court  
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1 granted final approval of the class action settlement. The Los Angeles County Superior Court Case  
2 Number is BC430918.

3 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
4 wage-and-hour class action against a national retailer involving allegations of misclassification of  
5 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class  
6 certification. On August 26, 2013, the court granted final approval of the class action settlement.  
7 The Los Angeles County Superior Court Case Number is BC424012.

8 e) LFJ, in association with co-counsel therein, represented the plaintiff in a  
9 wage-and-hour class and PAGA representative action against a bank, involving allegations of  
10 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court  
11 granted final approval of the class and PAGA representative action settlement. The Kern County  
12 Superior Court Case Number is S-1500-CV-273194-LHB.

13 f) LFJ, in association with co-counsel therein, represented the plaintiff in a  
14 wage-and-hour class and PAGA representative action against a national wholesale distributor of  
15 plumbing and builder supplies, involving allegations of misclassification of multiple salaried  
16 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA  
17 representative action settlement. The Sacramento County Superior Court Case Number is 34-  
18 2012-00136285.

19 g) LFJ, in association with co-counsel therein, represented the plaintiff in a  
20 wage-and-hour class action against a multinational corporation that provides global workplace  
21 solutions, involving allegations of misclassification of the “Operations Manager” position. On  
22 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles  
23 County Superior Court Case Number is BC478769.

24 h) LFJ, in association with co-counsel therein, represented the plaintiff in a  
25 wage-and-hour class and PAGA representative action against a national retailer of household  
26 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted  
27 final approval of the class and PAGA representative action settlement. The San Francisco County  
28 Superior Court Case Number is CGC-13-532344.

1 i) LFJ, in association with co-counsel therein, represented the plaintiff in a  
2 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried  
3 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s  
4 motion for class certification. On October 20, 2017, the court granted final approval of the class  
5 and PAGA representative action settlement. The Los Angeles County Superior Court Case  
6 Number is BC474784.

7 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
8 wage-and-hour class and PAGA representative action against a national retailer of upscale  
9 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court  
10 granted final approval of the class and PAGA representative action settlement. The Los Angeles  
11 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council  
12 Coordination Proceeding Number is 4794.

13 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
14 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf  
15 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action  
16 settlement. The Los Angeles County Superior Court Case Number is BC488069.

17 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
18 wage-and-hour class action against a national retailer of apparel, accessories, and home products,  
19 involving allegations of misclassification of the “Department Manager” position. On August 12,  
20 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On  
21 August 6, 2019, the court granted final approval of the class action settlement. The Alameda  
22 County Superior Court Case Number is RG13680477.

23 m) LFJ represented the plaintiff in a PAGA representative action against a real  
24 estate and property management company, on behalf of non-exempt employees. On November 4,  
25 2016, the court granted approval of the PAGA representative action settlement. The Orange  
26 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

27 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
28 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-

1 exempt employees. On November 18, 2016, the court granted final approval of the class and  
2 PAGA representative action settlement. The San Francisco County Superior Court Case Number  
3 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

4 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA  
5 representative action against a foodservice distributor, on behalf of non-exempt employees. On  
6 January 26, 2017, the court granted final approval of the class and PAGA representative action  
7 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

8 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative  
9 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the  
10 employer's motion to compel arbitration, which resulted in a published opinion by the California  
11 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.  
12 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court  
13 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and  
14 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

15 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
16 wage-and-hour class and PAGA representative action against a consumer packaging company, on  
17 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class  
18 and PAGA representative action settlement. The Los Angeles County Superior Court Case  
19 Number is BC590429.

20 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
21 wage-and-hour class and PAGA representative action against a manufacturer of food service  
22 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final  
23 approval of the class and PAGA representative action settlement. The Orange County Superior  
24 Court Case Number is 30-2015-00810013-CU-OE-CXC.

25 s) LFJ in association with co-counsel therein, represented the plaintiffs in a  
26 wage-and-hour class and PAGA representative action against a lumber and hardware company on

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1 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class  
2 and PAGA representative action settlement. The Orange County Superior Court Case Number is  
3 30-2014-00747750-CU-OE-CXC.

4 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA  
5 representative action against a property management company, on behalf of non-exempt  
6 employees. On June 14, 2017, the court granted final approval of the class and PAGA  
7 representative action settlement. The Los Angeles County Superior Court Case Number is  
8 BC586234.

9 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA  
10 representative action against a food company on behalf of non-exempt employees. On June 30,  
11 2017, the court granted final approval of the class and PAGA representative action settlement. The  
12 Sacramento County Superior Court Case Number is 34-2015-00175871.

13 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA  
14 representative action against a chocolate company on behalf of non-exempt employees. On July  
15 19, 2017, the court granted final approval of the class and PAGA representative action settlement.  
16 The Alameda County Superior Court Case Number is RG15764300.

17 w) LFJ represented the plaintiff in a PAGA representative action, against the  
18 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On  
19 October 18, 2017, the court granted approval of the PAGA representative action settlement. The  
20 Los Angeles County Superior Court Case Number is BC569664.

21 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA  
22 representative action against a manufacturer of plastic containers on behalf of non-exempt  
23 employees. On October 31, 2017, the court granted final approval of the class and PAGA  
24 representative action settlement. The Los Angeles County Superior Court Case Number is  
25 BC577233.

26 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
27 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt  
28 employees. On December 11, 2017, the court granted final approval of the class and PAGA

1 representative action settlement. The Los Angeles County Superior Court Case Number is  
2 BC569646.

3 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
4 wage-and-hour class and PAGA representative action against a property management company  
5 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final  
6 approval of the class and PAGA representative action settlement. The Los Angeles County  
7 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding  
8 Number is 4819.

9 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
10 wage-and-hour class and PAGA representative action against a global provider of flexible office  
11 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA  
12 representative action settlement. The Los Angeles County Superior Court Case Number is  
13 BC498401.

14 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a  
15 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.  
16 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare  
17 County Superior Court Case Number is VCU264528.

18 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA  
19 representative action against a behavioral health service provider on behalf of non-exempt  
20 employees. On November 13, 2018, the court granted final approval of the class and PAGA  
21 representative action settlement. The Alameda County Superior Court Case Number is  
22 RG16811450.

23 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a  
24 PAGA representative action against a global provider of products and services to the energy  
25 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court  
26 granted approval of the PAGA representative action settlement. The Kern County Superior Court  
27 Case Number is S-1500-CV-280215-SDC.

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1 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a  
2 wage-and-hour class action against a parking company on behalf of non-exempt employees. On  
3 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a  
4 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial  
5 Council Coordination Proceeding Number is 4886.

6 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a  
7 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.  
8 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and  
9 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the  
10 Judicial Council Coordination Proceeding Number is 4921.

11 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a  
12 wage-and-hour class and PAGA representative action against a national retailer of apparel and  
13 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted  
14 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the  
15 court granted final approval of the class and PAGA representative action settlement. The  
16 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

17 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a  
18 wage-and-hour class and PAGA representative action against a medical equipment supplier on  
19 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion  
20 for class certification and certified a class. The San Bernardino County Superior Court Case  
21 Number is CIVDS1505744.

22 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and  
23 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed  
24 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a  
25 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,  
26 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval  
27 of the PAGA representative action settlement. The San Diego County Superior Court Case  
28 Number is 37-2016-00005578-CU-OE-CTL.

1           jj)    LFJ, in association with co-counsel therein, represented the plaintiff in a  
2 wage-and-hour class and PAGA representative action against a large national drug testing  
3 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the  
4 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court  
5 granted final approval of the class and PAGA representative action settlement. The San Diego  
6 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

7           kk)   LFJ, in association with co-counsel therein, represents the plaintiffs in a  
8 wage-and-hour class and PAGA representative action against a national retailer of sportswear,  
9 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the  
10 court granted in part the plaintiff's motion for class certification and certified a class. The  
11 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the  
12 Judicial Council Coordination Proceeding Number is 4930.

13           ll)   LFJ, in association with co-counsel therein, represented the plaintiffs in a  
14 wage-and-hour class action against manufacturer and supplier of power products and services on  
15 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion  
16 for class certification and certified a class. On August 27, 2021, the court granted final approval  
17 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-  
18 00025968-CU-OE-CTL.

19           mm) LFJ represents the plaintiff in a wage-and-hour class action against a  
20 nutritional products manufacturer on behalf of non-exempt production line employees. On  
21 December 13, 2021, the court granted the plaintiff's motion for class certification in part and  
22 certified a class. The Solano County Superior Court Case Number is FCS051001.

23           nn)   LFJ, in association with co-counsel therein, represented the plaintiffs in a  
24 wage-and-hour class and PAGA representative action against a plastic packaging company on  
25 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion  
26 for class certification and certified a class. On November 8, 2021, the court granted approval of

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1 the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA  
2 settlement and entered an order dismissing the action. The San Bernardino County Superior Court  
3 Case Number is CIVDS1507361.

4 oo) LFJ represents the plaintiffs in a wage-and-hour class action against a  
5 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the  
6 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July  
7 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The  
8 Los Angeles County Superior Court Case Number is BC707670.

### 9 THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

10 8. On October 27, 2022, Plaintiff Wolfe filed his Class Action Complaint for Damages  
11 in the San Bernardino County Superior Court, thereby commencing the action entitled *Joshua*  
12 *Wolfe v. South Coast Baking, LLC, et al.*, Case No. CIVSB2224856 ("Wolfe Class Action" or  
13 "Action").

14 9. On January 4, 2023, Plaintiff Veronica Topete ("Plaintiff Topete" and with Plaintiff  
15 Wolfe as "Plaintiffs") submitted written notice to the California Labor & Workforce Development  
16 Agency ("LWDA") and Defendants of her intent to pursue civil penalties under PAGA.

17 10. On March 14, 2023, Plaintiff Topete filed a representative action in Orange County  
18 Superior Court seeking civil penalties under PAGA, thereby commencing the action entitled  
19 *Veronica Topete v. South Coast Baking, LLC, et al.*, Case No. 30-2023-01312362-CU-OE-CXC  
20 ("Topete PAGA Action").

21 11. On September 14, 2023, Plaintiff Wolfe submitted written notice to the LWDA and  
22 Defendants of his intent to pursue civil penalties under PAGA.

23 12. On April 17, 2024, Plaintiffs consolidated the *Wolfe* Class Action and *Topete* PAGA  
24 Action by filing a First Amended Class Action Complaint for Damages & Enforcement Under the  
25 Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint")  
26 in the *Wolfe* Class Action, which: (1) adds Rise Baking Company, LLC; Rise Artisan Bread, LLC;  
27 Rise Baking Sweet Goods, LLC; and Brill, Inc. as defendants; (2) adds Plaintiff Topete as a named  
28 plaintiff; and (3) adds Plaintiff Topete's and Plaintiff Wolfe's PAGA claims.

1           13.     Since joining forces with Crosner Legal, PC, who was pursuing the *Topete* PAGA  
2     Action on behalf of Plaintiff Topete, we have worked cooperatively with them to strategize and  
3     prosecute the cases, and our work with them has been a coordinated and combined effort.  
4     Together, Lawyers *for* Justice, PC and Crosner Legal, PC are referred to as “Plaintiffs’ Counsel.”

5           14.     Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation of Class Action  
6     and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”)  
7     entered into by and between Plaintiffs Wolfe and Topete, on the one hand, and Defendants South  
8     Coast Baking, LLC, Rise Baking Company, LLC, Rise Baking Artisan Bread, LLC, Rise Baking  
9     Sweet Goods, LLC, and Brill, Inc. (“Defendants”), on the other hand (collectively, the “Parties”).  
10    The Parties and their counsel have approved the proposed Notice of Class and Representative  
11    Action Settlement (“Notice Packet”), which is attached to the Agreement as “**EXHIBIT A**” and  
12    respectfully request that the Court approve it as well.

13           15.     The effectiveness of Plaintiffs’ Counsel in prosecuting these matters has translated  
14    into tangible monetary benefits for the Class Members in the following respects: (1) Class  
15    Members recover over a reasonably short period of time as opposed to waiting additional years  
16    for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other  
17    complex wage and hour class action settlements of similar type given the strengths and weaknesses  
18    of the cases; and (3) significant savings in attorneys’ fees and/or costs that would have only  
19    increased significantly had the cases progressed through certification, trial, and/or appeals.

20           16.     LFJ has litigated this matter since October 27, 2022, and was actively preparing the  
21    Action for class certification and trial. The Parties engaged in extensive settlement negotiations  
22    and participated in a formal, full-day mediation conducted by Lynn Frank, Esq., a well-respected  
23    mediator experienced in mediating complex labor and employment matters. In the course of the  
24    litigation and in connection with the mediation and settlement discussions, the Parties exchanged  
25    class information and engaged in extensive discussions regarding their evaluations of the case and  
26    various aspects of the case, including but not limited to, the risks and delays of further litigation,  
27    the risks to the Parties of proceeding with class certification and/or representative adjudication,  
28    the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and

1 wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the  
2 possibility of appeals, among other things. During all settlement discussions, the Parties conducted  
3 their negotiations at arm's length in an adversarial position. Arriving at a settlement that was  
4 acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability  
5 to prevail on the merits and at certification, and Plaintiffs and Plaintiffs' Counsel believed that  
6 they would be able to obtain class certification and prevail at trial. After conducting investigations,  
7 informal discovery, and exchange of information, extensive settlement negotiations, and with the  
8 aid of the mediator's evaluations, the Parties have agreed that the matter is well-suited for  
9 settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and  
10 risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and  
11 adequate resolution of the Class Released Claims of Plaintiffs and Settlement Class Members and  
12 of the PAGA Released Claims of Plaintiffs, PAGA Employees, and the State of California, against  
13 the Released Parties.

14 17. Prior to reaching the Settlement, Plaintiffs' Counsel investigated the veracity,  
15 strength, and scope of the claims, and LFJ was preparing the Action for class certification and  
16 trial. Plaintiffs conducted significant investigation and informal discovery regarding the facts of  
17 the case, including and not limited to, the exchange, review, and analysis of a large volume of  
18 documents and data obtained from Defendants, Plaintiffs, and other sources. The volume of data  
19 and documents that Plaintiffs' Counsel reviewed and analyzed included and was not limited to:  
20 employment records of Plaintiffs, Class Members' time and pay data, Defendants' Employee  
21 Handbooks, job descriptions, timesheets, earning statements, company policies and procedures  
22 (including but not limited to, Emergency Sick Leave Policy—COVID-19, and Safety Shoe  
23 Policies), forms (including but not limited to, Meal Period Waiver Form, Missed or Late Meal  
24 Break Period Form, Second Meal Period Waiver, and Cell Phone Program Authorization Form),  
25 among other information and documents. Plaintiffs' Counsel had the opportunity to interview  
26 Plaintiffs and other Class Members to gather facts and to identify potential witnesses. Counsel for  
27 the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the  
28 pleadings, and the production of documents and data prior to the mediation. Plaintiffs' Counsel

1 also drafted pleadings and mediation brief and prepared for and attended court proceedings,  
2 mediation, and settlement negotiations, among other tasks.

3 18. Counsel for the Parties have also invested time researching and investigating the  
4 applicable law, which is constantly evolving as it relates to certification, representative PAGA  
5 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiffs' claims  
6 and damages, and Defendants' defenses thereto, as well as facts discovered. Based on Plaintiffs'  
7 Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

8 19. The Settlement provides for a Gross Settlement Amount of One Million Two  
9 Hundred Thousand Dollars and Zero Cents (\$1,200,000.00). The Net Settlement Amount is the  
10 Gross Settlement Amount less the following amounts subject to approval by the Court: Plaintiffs'  
11 Counsel Award, consisting of attorneys' fees and costs of litigation; Administration Costs to the  
12 Settlement Administrator; Enhancement Payments to Plaintiffs; and PAGA Settlement Amount.  
13 Assuming that the amounts allocated under the Settlement toward these payments are awarded by  
14 the Court, the Net Settlement Amount is currently estimated to be Six Hundred Eighty-Four  
15 Thousand Dollars and Zero Cents (\$684,000.00). The Gross Settlement Amount will be fully  
16 distributed in accordance with the terms of the Settlement and there is no reversion to Defendants.

17 20. The Parties have agreed to retain Phoenix Settlement Administrators, ("Phoenix" or  
18 "Settlement Administrator") to handle the notice and settlement administration. The Parties  
19 respectfully request that the Court appoint Phoenix to handle these procedures and serve as the  
20 Settlement Administrator. Defendants will provide the Settlement Administrator with a list of  
21 Class Members that Defendants will compile from their records, which will include each Class  
22 Member's: employee identification number, full name, last known address, Social Security  
23 Number, number of weeks worked during the Class Period and PAGA Period, and last known  
24 telephone number (collectively, "Class Data"), and the Settlement Administrator will calculate  
25 each Settlement Class Member's estimated *pro rata* share of the Net Settlement Amount  
26 ("Individual Settlement Payment") and each PAGA Employee's *pro rata* share of the Employees'  
27 PAGA Amount ("PAGA Settlement Award"). The Settlement Administrator's duties will include:  
28 distributing and responding to inquiries about the Notice Packet, determining the timeliness,

1 validity, and/or completion of any objections, Requests for Exclusion, and/or Workweeks  
2 Disputes, calculating all amounts to be paid from the Net Settlement Amount; and perform such  
3 other tasks necessary to effectuate the terms of the Agreement. Administration Costs are currently  
4 estimated not to exceed Eleven Thousand Dollars (\$11,000.00) and will be paid out of the Gross  
5 Settlement Amount, subject to approval of the Court.

6 21. Based on investigation and information discovered, Plaintiffs' Counsel believe that  
7 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations  
8 that Defendants, with respect to Plaintiffs, Class Members, and PAGA Employees, *inter alia*,  
9 failed to properly pay overtime and minimum wages and associated premium pay, failed to provide  
10 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages  
11 during employment and upon termination of employment, failed to provide compliant wage  
12 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business  
13 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil  
14 penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code  
15 sections 2698, et seq.). Plaintiffs also asserted that Class Members were expected to perform  
16 similar job duties and were subject to the same or similar operations and employment policies,  
17 practices, and procedures. Additionally, Plaintiffs asserted that Defendants' recordkeeping  
18 practices with respect to Plaintiffs, Class Members, and PAGA Employees were substantially the  
19 same during the time period at issue. As a result, Plaintiffs claim that the Class Members and  
20 PAGA Employees, were uniformly not paid all of the compensation that was owed to them by  
21 Defendant. Thus, in Plaintiffs' Counsel's view, it is clear that the outcome of this litigation would  
22 be determined by Defendants' uniform operations and employment practices, policies, and  
23 procedures that Plaintiffs allege applied across its hourly-paid or non-exempt employees in  
24 California during the relevant time period.

25 22. Plaintiffs' Counsel are aware of the defenses and position of Defendants, but believe  
26 that Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and  
27 Plaintiffs' Counsel have also taken into account the uncertainty and risk of the outcome of further  
28 litigation, and the difficulties and delays inherent in such litigation, including those involved in

1 class certification and/or representative adjudication. Plaintiffs and Plaintiffs' Counsel further  
2 recognize the burdens of proof necessary to establish liability for the claims asserted in the  
3 lawsuits, Defendants' defenses, and the difficulties in establishing entitlement to monetary  
4 recovery. Plaintiffs and Plaintiffs' Counsel have also considered the Parties' settlement  
5 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in  
6 complex labor and employment matters.

7 23. Defendants, on the other hand, denied and continue to deny any liability and  
8 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that  
9 the cases are appropriate for class treatment or representative adjudication for any purpose other  
10 than this Settlement. Defendants believes that they would ultimately succeed in the matter. Both  
11 sides have also had the opportunity to interview witnesses and review documents and information  
12 relating to Plaintiffs', Class Members', and PAGA Employees' employment with Defendants, and  
13 Defendants' operations and employment policies, practices, and procedures. The Parties also  
14 reviewed and analyzed a large volume of documents and data, including but not limited to Class  
15 Members' time and pay information, to determine the potential value and strength of the claims.  
16 The available information enabled Plaintiffs' Counsel to assess and value the potential claims and  
17 prepare violation, damages, and penalties analyses models. Accordingly, the Parties have  
18 conducted adequate investigation and discovery to be sufficiently informed of the nature and  
19 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for  
20 its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and  
21 weaknesses of each side's position and the uncertainty of how the case might have concluded at  
22 certification, trial, and/or appeals.

23 24. The Settlement Agreement provides for Plaintiffs' Counsel to apply for attorneys'  
24 fees in an amount of up to one-third (1/3) of the Gross Settlement Amount  
25 (i.e., \$400,000.00 if the Gross Settlement Amount remains \$1,200,000.00) and expenses and costs  
26 in an amount not to exceed Thirty-Five Thousand (\$35,000.00) which will be paid out of the Gross  
27 Settlement Amount, subject to approval by the Court. It should be noted that Plaintiffs' Counsel  
28 ///

1 have borne all of the risks and costs of litigation and will not receive any compensation until  
2 recovery is obtained.

3 25. The Settlement Agreement provides for payment of up to Ten Thousand Dollars  
4 (\$10,000.00) to each Plaintiff as an Enhancement Payment, to be paid out of the Gross Settlement  
5 Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce  
6 relevant documents and past employment records and to provide the facts and evidence necessary  
7 to attempt to prove the allegations. Plaintiffs were available whenever Plaintiffs' Counsel needed  
8 them and actively tried to obtain information that would benefit the Class. Accordingly, it is  
9 appropriate and just for Plaintiffs to receive Enhancement Payments, in addition to their individual  
10 settlement payments, for their services on behalf of the Class, PAGA Employees, and the State of  
11 California.

12 26. I submit that the Settlement is fair, reasonable, and adequate, and is in the best  
13 interest of Plaintiffs, the Class, PAGA Employees, and the State of California. I further submit  
14 that the Settlement is within an acceptable range of recovery for this type of litigation given the  
15 strengths and weaknesses of the Action, the inherent costs and risks of further litigation, and the  
16 costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

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

19 Executed on this 29th day of July 2024, at Glendale, California.

20 

21 \_\_\_\_\_  
Arman Marukyan

# **EXHIBIT 1**

**BRYAN CAVE LEIGHTON PAISNER LLP**  
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Attorneys for Defendants  
SOUTH COAST BAKING, LLC; RISE BAKING COMPANY, LLC (erroneously sued as Rise  
Baking Company); RISE BAKING ARTISAN BREAD, LLC; RISE BAKING SWEET  
GOODS, LLC; and BRILL, INC.

[Additional counsel listed on next page]

**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;

Plaintiff,

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  
Related Case No. 30-2023-01312362

Hon. Jessica Morgan  
Dept. S-26

**STIPULATION OF CLASS AND  
REPRESENTATIVE ACTION  
SETTLEMENT AND RELEASE OF  
CLAIMS**

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

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12 Attorneys for Plaintiff VERONICA TOPETE  
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**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND  
RELEASE**

This Stipulation of Class and Representative Action Settlement and Release of Claims is entered into by and between Plaintiffs Joshua Wolfe and Veronica Topete (“Plaintiffs”), 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; and Defendants South Coast Baking, LLC; Rise Baking Company, LLC; Rise Baking Artisan Bread, LLC; Rise Baking Sweet Goods, LLC; and Brill, Inc. (“Defendants”).<sup>1</sup>

**I. DEFINITIONS**

A. “Action” means the lawsuit entitled *Joshua Wolfe, individually, and on behalf of other members of the general public similarly situated v. South Coast Baking, LLC et al.*, filed on October 27, 2022 in the Superior Court for the State of California, County of San Bernardino Case No. CIVSB2224856.

B. “Agreement,” “Settlement,” “Settlement Agreement,” or “Stipulation” means this Stipulation of Class and Representative Action Settlement and Release of Claims.

C. “Class” or “Class Members” means 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.

D. “Class Data” means information regarding Class Members that Defendants will, in good faith, compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include the following information for each Class Member: (1) employee identification number; (2) full name; (3) last known address; (4) Social Security number; (5) the number of weeks each Class Member worked during the Class Period and PAGA Period; and (6) last known telephone number.

E. “Class Period” means the period from October 27, 2018, through February 12, 2024.

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<sup>1</sup> South Coast Baking Company is named as a defendant, but is not, and never has been, an existing legal entity.

1 F. "Class Released Claims" means any and all claims, debts, liabilities, demands,  
2 obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of  
3 action of whatever kind or nature, contingent or accrued, that are alleged, or that reasonably could  
4 have been alleged based on the same facts, theories of liability, and claims alleged in the Action  
5 arising during the Class Period, including, but not limited to: (1) failure to pay overtime wages;  
6 (2) failure to provide meal period premiums; (3) failure to provide rest break premiums; (4) failure  
7 to pay minimum wages; (5) failure to pay all wages due upon separation of employment; (6)  
8 failure to pay wages timely during employment; (7) failure to provide compliant wage statements;  
9 (8) failure to keep requisite payroll records; (9) failure to reimburse for business expenses; and  
10 (10) violation of Business and Professions Code §§ 17200, *et seq.* This release shall include,  
11 without limitation, claims that were raised, or that reasonably could have been raised based on the  
12 same facts, theories of liability, and claims alleged in the Action under the applicable Wage  
13 Orders and California Labor Code provisions, including Labor Code §§ 201-204, 210, 226, 226.3,  
14 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and/or 1198,  
15 based on alleged violations of these Labor Code provisions (collectively, the "Class Released  
16 Claims"). The period of the Class Released Claims shall be the Class Period. The Parties agree  
17 that the judgment, and release of claims provided herein, shall have *res judicata* effect. The Class  
18 Released Claims specifically excludes claims for vested benefits, wrongful termination,  
19 unemployment insurance, disability, social security, workers' compensation claims, FEHA-  
20 related claims for retaliation, discrimination or harassment, and any claims outside of the Class  
21 Period.

22 G. "Class Representatives" means Plaintiffs Joshua Wolfe and Veronica Topete in  
23 their capacity as representatives of the Class Members.

24 H. "Compensable Pay Periods" means the total number of pay periods during the  
25 PAGA Period in which PAGA Employees worked at least one hour.

26 I. "Compensable Workweeks" means the total number of weeks during the Class  
27 Period in which Settlement Class Members worked at least one hour.

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1 J. "Court" means the court with which the motions for preliminary and final approval  
2 of this Settlement are filed.

3 K. "Defendants" means South Coast Baking, LLC; Rise Baking Company, LLC; Rise  
4 Baking Artisan Bread, LLC; Rise Baking Sweet Goods, LLC; and Brill, Inc.

5 L. "Enhancement Payment" means the amounts that the Court authorizes to be paid to  
6 Plaintiffs, in addition to their Individual Settlement Payments, in recognition of their efforts and  
7 risks in assisting with the prosecution of the Action and in exchange for executing the General  
8 Release provided herein.

9 M. "Effective Date" means the date on which the time for appeal of the Final  
10 Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal  
11 is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting  
12 Final Approval of Class Action Settlement.

13 N. "Gross Settlement Amount" means the sum of the Individual Settlement Payments,  
14 the Enhancement Payments, the Plaintiffs' Counsel Award, PAGA Payment, PAGA Settlement  
15 Awards, and the Settlement Administration Costs, up to a maximum of One Million Two  
16 Hundred Thousand Dollars and Zero Cents (\$1,200,000.00).

17 O. "Individual Settlement Payment" means the amount payable from the Net  
18 Settlement Amount to each Settlement Class Member.

19 P. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the  
20 approved Enhancement Payments, Plaintiffs' Counsel Award, PAGA Payment, PAGA Settlement  
21 Awards, and Settlement Administration Costs.

22 Q. "Notice Packet" means the Notice of Class and Representative Action Settlement  
23 in a form substantially similar to the form attached hereto as **Exhibit 1**.

24 R. "PAGA" means the California Labor Code Private Attorneys General Act of 2004  
25 (Lab. Code §§ 2698 *et seq.*)

26 S. "PAGA Claims" means all claims for penalties under the PAGA actually alleged  
27 or that could have been alleged based on the facts alleged in the Action.

28 T. "PAGA Employee" means current and former hourly paid or non-exempt

1 employees who worked for any of the Defendants within the State of California at any time  
2 during the PAGA Period.

3 U. “PAGA Payment” means the payment made hereunder to the California Labor and  
4 Workforce Development Agency (LWDA) pursuant to PAGA.

5 V. “PAGA Period” shall mean the period from January 8, 2022, through February 12,  
6 2024.

7 W. “PAGA Released Claims” means all PAGA Claims that are alleged or that  
8 reasonably could have been alleged based on the same facts and theories of liability alleged in the  
9 Action, including, but not limited to claims for penalties pursuant to PAGA due to Defendants’  
10 alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide compliant meal  
11 periods; (3) failure to authorize and provide rest periods; (4) failure to provide accurate wage  
12 statements; (5) failure to produce employment records; (6) failure to keep accurate and complete  
13 payroll records; (7) failure to reimburse business expenses; (8) violation of the California WARN  
14 Act; (9) failure to provide proper sick leave; (10) failure to provide supplemental paid sick leave;  
15 (11) failure to provide suitable seating; (12) failure to pay all vested, accrued time off; (13) failure  
16 to timely pay all wages upon separation of employment; (14) unlawful criminal and/or financial  
17 checks; and (15) failure to provide a safe and healthful workplace. This release shall include,  
18 without limitation, claims for penalties pursuant to PAGA that were raised, or that reasonably  
19 could have been raised based on the same facts and theories of liability alleged in the Action,  
20 under the applicable Wage Orders and California Labor Code provisions, including Labor Code  
21 §§ 201-204, 210, 223, 226, 226.3, 226.7, 227.3, 245-248.6, 432, 510, 512, 1174, 1194, 1194.2,  
22 1197, 1197.1, 1198, 1198.5, 1199, 1400-1408, 2802 and/or 2810.5, based on alleged violations of  
23 these Labor Code provisions (collectively, the “PAGA Released Claims”). The period of the  
24 PAGA Released Claims shall be the PAGA Period. The Parties agree that the judgment, and  
25 release of claims provided herein, shall have *res judicata* effect. The definition of PAGA  
26 Released Claims shall not be limited in any way by the possibility that Plaintiffs or PAGA  
27 Employees may discover new facts or legal theories or legal arguments not alleged in the  
28 operative pleading in the Action but which might serve as an alternative basis for pursuing the

1 same claims, causes of action or legal theories of relief falling within the definition of PAGA  
2 Released Claims.

3 X. "PAGA Settlement Award" shall mean the pro-rata share of the PAGA penalties  
4 allocated to the settlement of the PAGA Claims to which the PAGA Employee is entitled based  
5 on the number of pay periods they worked during the PAGA Period.

6 Y. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean  
7 either Plaintiffs or Defendants, individually.

8 Z. "Payment Ratio" means the respective Compensable Workweeks for each  
9 Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class  
10 Members.

11 AA. "Plaintiffs" means Joshua Wolfe and Veronica Topete.

12 BB. "Plaintiffs' Counsel" means Lawyers for Justice, PC and Crosner Legal, PC.

13 CC. "Plaintiffs' Counsel Award" means attorneys' fees for Plaintiffs' Counsels'  
14 litigation and resolution of the Action and their expenses and costs incurred in connection with  
15 the Action, paid from the Gross Settlement Amount.

16 DD. "Preliminary Approval Date" means the date on which the Court enters an order  
17 granting preliminary approval of the Settlement.

18 EE. "Released Parties" means Defendants and their current and former parents,  
19 predecessors or successors, holding companies, affiliated companies or entities, including owners,  
20 shareholders, members, partners, officers, directors, managers, employees and agents.

21 FF. "Request for Exclusion" means a written statement signed by the Class Member  
22 requesting exclusion containing the Class Member's name, address and telephone number to be  
23 mailed by Class Members who wish to opt out of the Settlement Class. To be effective, the  
24 Request for Exclusion must be post-marked by the Response Deadline and received by the  
25 Settlement Administrator.

26 GG. "Response Deadline" means the date forty-five (45) days after the Settlement  
27 Administrator mails Notice Packets to Class Members and the last date on which Class Members  
28 may submit Requests for Exclusion or Objections to the Settlement.

1 HH. "Settlement" means the disposition of the Action pursuant to this Agreement.  
2 II. "Settlement Administrator" means Phoenix Settlement Administrators.  
3 JJ. "Settlement Class Members" or "Settlement Class" means all current and former  
4 hourly paid or non-exempt employees who worked for any of the Defendants within the State of  
5 California at any time during the Class Period and who do not submit a timely and valid Request  
6 for Exclusion, as provided in this Agreement, or who did not previously release the Released  
7 Claims under a separate agreement.

8 **II. RECITALS**

9 A. On October 27, 2022, Plaintiff Joshua Wolfe ("Wolfe") filed his Complaint, a class  
10 action asserting the following causes of action: (1) failure to pay overtime wages; (2) failure to  
11 provide meal period premiums; (3) failure to provide rest break premiums; (4) failure to pay  
12 minimum wages; (5) failure to pay all wages due upon separation of employment; (6) failure to  
13 pay wages timely during employment; (7) failure to provide compliant wage statements; (8)  
14 failure to keep requisite payroll records; (9) failure to reimburse for business expenses; and (10)  
15 violation of Business and Professions Code §§ 17200, *et seq.* Plaintiff Wolfe alleged his claims  
16 individually and on behalf of all current and former hourly paid or non-exempt employees who  
17 worked for Defendants within the State of California at any time from October 27, 2018 through  
18 the present.

19 B. On September 14, 2023, Plaintiff Joshua Wolfe provided written notice regarding  
20 the specific provisions of the California Labor Code and Industrial Welfare Commission Wage  
21 Orders that he alleges Defendants violated to the Labor and Workforce Development Agency and  
22 Defendants.

23 C. On March 14, 2023, Plaintiff Veronica Topete ("Topete") filed her Complaint in  
24 Orange County Superior Court, styled Veronica Topete v. South Coast Baking, LLC et al., Case  
25 No. 30-2023-01312362, seeking PAGA penalties for the following alleged violations: (1) failure  
26 to pay minimum and overtime wages; (2) failure to provide compliant meal periods; (3) failure to  
27 authorize and provide rest periods; (4) failure to provide accurate wage statements; (5) failure to  
28 produce employment records; (6) failure to keep accurate and complete payroll records; (7)

1 failure to reimburse business expenses; (8) violation of the California WARN Act; (9) failure to  
2 provide proper sick leave; (10) failure to provide supplemental paid sick leave; (11) failure to  
3 provide suitable seating; (12) failure to pay all vested, accrued time off; (13) failure to timely pay  
4 all wages upon separation of employment; (14) unlawful criminal and/or financial checks; and  
5 (15) failure to provide a safe and healthful workplace. Plaintiff Topete alleged her claims  
6 individually and on behalf of all current and former hourly paid or non-exempt employees who  
7 worked for Defendants within the State of California at any time from January 8, 2022 through  
8 the present.

9 D. On April 17, 2024, Plaintiffs filed a First Amended Class and Representative  
10 Action Complaint, which: (1) adds Rise Baking Company, LLC; Rise Artisan Bread, LLC; and  
11 Rise Baking Sweet Goods, LLC; and Brill, Inc. as defendants; (2) adds Veronica Topete as a  
12 named plaintiff; and (3) adds Veronica Topete's and Joshua Wolfe's PAGA claims.

13 E. Through substantial informal discovery, Defendants provided Plaintiffs' Counsel  
14 with, *inter alia*, relevant written policies, data including the total number of Class Members and  
15 PAGA Employees, the number of former Class Members and PAGA Employees, the number of  
16 workweeks that the Class Members worked during the Class Period and the number of  
17 workweeks that the PAGA Employees worked during the PAGA period, and the Class Members'  
18 average hourly rate of pay.

19 F. On December 12, 2023, the Parties attended private mediation with an experienced  
20 mediator, Lynn Frank. The Parties reached a settlement, as provided herein, to settle Plaintiffs'  
21 claims on a class and representative basis.

22 G. Defendants expressly deny any liability or wrongdoing of any kind associated with  
23 the claims alleged in the Action, dispute the damages and penalties claimed by Plaintiffs, and  
24 further contend that, for any purpose other than settlement, Plaintiffs' claims are not appropriate  
25 for class or representative action treatment. Defendants contend, among other things, that, at all  
26 times, they have complied with the California Labor Code, California Business & Professions  
27 Code and the Industrial Welfare Commission Wage Orders.

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1 H. Plaintiffs' Counsel conducted an investigation into the facts relevant to the Action,  
2 including reviewing documents and information provided by Defendants. Based on their own  
3 independent investigation and evaluation, Plaintiffs' Counsel are of the opinion that the  
4 Settlement with Defendants is fair, reasonable and adequate and in the best interest of the Class  
5 Members and PAGA Employees in light of all known facts and circumstances, including the risks  
6 of significant delay, defenses asserted by Defendants, uncertainties regarding a class and  
7 representative action trial on the merits and numerous potential appellate issues. Although  
8 Defendants deny any liability, Defendants are agreeing to this Settlement solely to avoid the cost  
9 of further litigation. Accordingly, the Parties and their counsel desire to fully, finally and forever  
10 settle, compromise and discharge all disputes and claims arising from or relating to the Action on  
11 the terms set forth herein.

12 **III. TERMS OF AGREEMENT**

13 A. Settlement Consideration. Defendants shall be responsible for funding the Gross  
14 Settlement Amount. The following will be paid out of the Gross Settlement Amount: the sum of  
15 the Individual Settlement Payments, the Enhancement Payments, the Plaintiffs' Counsel Award,  
16 PAGA Payment, PAGA Settlement Awards, and the Settlement Administration Costs, as  
17 specified in this Agreement. In no event shall Defendants be required to pay more than the Gross  
18 Settlement Amount, subject to the Escalator Clause as described herein, and except that  
19 Defendants shall pay any employer-side taxes due on the Individual Settlement Payments in  
20 addition to the Gross Settlement Amount.

21 B. Escalator Clause. The Gross Settlement Amount was negotiated based on the  
22 understanding that there were approximately 40,298 workweeks worked by the Class Members  
23 during the Class Period. If the actual number of workweeks worked by the Class Members during  
24 the Class Period increases by more than ten percent (10%) greater than this figure (*i.e.*, there are  
25 more than 44,328 workweeks), Defendants agree to increase the Gross Settlement Amount on a  
26 pro-rata basis for any workweek added above the 10% increase (*i.e.*, if there was an eleven  
27 percent (11%) increase in the number of workweeks worked by Class Members), Defendants  
28 would agree to increase the Gross Settlement Amount by one percent (1%)). Defendants may, at

1 their sole option, cap the number of workweeks in the release at 44,328 by shortening the Class  
2 Period so that it ends on the date when 44,328 workweeks have been worked.

3 C. Release By All Settlement Class Members. As of the Effective Date, in exchange  
4 for the consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members  
5 release the Released Parties from the Class Released Claims for the Class Period. Plaintiffs and  
6 the Settlement Class Members shall be deemed to have, and by operation of the final judgment  
7 approved by the Court, shall have, fully, finally, and forever settled and released all of the Class  
8 Released Claims as defined in this Agreement.

9 D. Release By All PAGA Employees. As of the Effective Date, in exchange for the  
10 consideration set forth in this Agreement, Plaintiffs and the PAGA Employees release the  
11 Released Parties from the PAGA Released Claims for the PAGA Period. Plaintiffs and the  
12 PAGA Employees shall be deemed to have, and by operation of the final judgment approved by  
13 the Court, shall have, fully, finally, and forever settled and released all of the PAGA Released  
14 Claims as defined in this Agreement.

15 E. General Release By Plaintiffs. As of the Effective Date, in exchange for the  
16 consideration set forth in this Agreement, Plaintiffs, for themselves and their heirs, successors and  
17 assigns, do hereby waive, release, acquit and forever discharge the Released Parties from any and  
18 all claims, actions, charges, complaints, grievances and causes of action, of whatever nature,  
19 whether known or unknown, which exist or may exist on Plaintiffs' behalf as of the date of this  
20 Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims,  
21 wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation  
22 claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy  
23 claims, defamation claims, fraud claims, *quantum meruit* claims and any and all claims arising  
24 under any federal, state or other governmental statute, law, regulation or ordinance, including, but  
25 not limited to, claims for violation of the Fair Labor Standards Act (FLSA), the California Labor  
26 Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour  
27 laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA),  
28 the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the

1 California Fair Employment and Housing Act, the California Family Rights Act, the Family  
2 Medical Leave Act, California's Whistleblower Protection Act, California Business &  
3 Professions Code Section 17200 *et seq.* and any and all claims arising under any federal, state or  
4 other governmental statute, law, regulation or ordinance. Plaintiffs hereby expressly waive and  
5 relinquish any and all claims, rights or benefits that they may have under California Civil Code §  
6 1542, which provides as follows:

7 ***A general release does not extend to claims that the creditor or releasing party does not***  
8 ***know or suspect to exist in his or her favor at the time of executing the release and that,***  
9 ***if known by him or her, would have materially affected his or her settlement with the***  
10 ***debtor or released party.***

11 Plaintiffs may hereafter discover claims or facts in addition to, or different from, those  
12 which they now know or believe to exist, but Plaintiffs expressly agree to fully, finally and  
13 forever settle and release any and all claims against the Released Parties, known or unknown,  
14 suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of  
15 execution of this Agreement, including, but not limited to, any and all claims relating to or arising  
16 from Plaintiffs' employment with Defendants, except the foregoing General Release shall not  
17 extend to those rights, as a matter of law, that cannot be waived by Plaintiffs, including, but not  
18 limited to, workers' compensation claims. The Parties further acknowledge, understand and agree  
19 that this representation and commitment is essential to the Agreement and that this Agreement  
20 would not have been entered into were it not for this representation and commitment.

21 F. Certification of the Settlement Class. The Parties stipulate to conditional class  
22 certification of the Settlement Class for the Class Period for purposes of settlement only. In the  
23 event that this stipulation is not approved by the Court, fails to become effective, or is reversed,  
24 withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from  
25 obtaining a complete resolution of the claims as described herein, the conditional class  
26 certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall  
27 not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with  
28 respect to any issue, substantive or procedural.

1           G.     Nullification of Settlement Agreement. In the event that this Settlement  
2 Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is  
3 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants  
4 from obtaining a complete resolution of the claims as described herein:

5                 1.       This Settlement Agreement shall be void *ab initio* and of no force or effect,  
6 and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose  
7 or with respect to any issue, substantive or procedural;

8                 2.       The conditional class certification (obtained for any purpose) shall be void  
9 *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or  
10 arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

11                3.       None of the Parties to this Settlement will be deemed to have waived any  
12 claims, objections, defenses or arguments in the Action, including with respect to the issue of  
13 class certification.

14           H.     Tax Liability. The Parties make no representations as to the tax treatment or legal  
15 effect of the payments called for hereunder, and Settlement Class Members and PAGA  
16 Employees are not relying on any statement or representation by the Parties in this regard.  
17 Settlement Class Members and PAGA Employees understand and agree that they will be  
18 responsible for the payment of any employee taxes and penalties assessed on the Individual  
19 Settlement Payments and PAGA Settlement Awards described herein and will hold the Parties  
20 free and harmless from and against any claims, liabilities, costs and expenses, including  
21 attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant  
22 to this Agreement, including the treatment of such payments as not subject to withholding or  
23 deduction for payroll and employment taxes (except for any obligation of Defendants to pay their  
24 share of employer taxes, if any). Defendants' share of any employer payroll taxes and other  
25 required employer withholdings due on the Individual Settlement Payments, including, but not  
26 limited to, Defendants' FICA and FUTA contributions, shall be paid separate and apart from the  
27 Gross Settlement Amount.

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1 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this  
2 section, the “acknowledging party” and each Party to this Agreement other than the  
3 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this  
4 Agreement, and no written communication or disclosure between or among the Parties or their  
5 attorneys and other advisers, is or was intended to be, nor shall any such communication or  
6 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United  
7 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging  
8 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for  
9 advice (including tax advice) in connection with this Agreement, (b) has not entered into this  
10 Agreement based upon the recommendation of any other Party or any attorney or advisor to any  
11 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney  
12 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging  
13 party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects  
14 the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such  
15 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or  
16 tax structure of any transaction, including any transaction contemplated by this Agreement.

17 J. Preliminary Approval Motion. As soon as practicable after filing the First  
18 Amended Complaint, Plaintiffs shall file with the Court a Motion for an Order Granting  
19 Preliminary Approval and supporting papers, which shall include this Settlement Agreement.  
20 Any dispute regarding forms of notices and other documents necessary to implement the  
21 Settlement contained in the Stipulation, if not timely resolved among the Parties, shall be referred  
22 to the Court. The Parties shall seek a prompt hearing date to obtain preliminary approval of the  
23 Settlement.

24 K. Settlement Administrator. The Settlement Administrator shall be responsible for:  
25 (a) calculating, processing and mailing the Enhancement Payments and payments to Plaintiffs’  
26 Counsel, Plaintiffs, the LWDA, Settlement Class Members, and PAGA Employees; (b) printing  
27 and mailing the Notice Packets to the Class Members and PAGA Employees as directed by the  
28 Court; (c) receiving and reporting the objections and requests for exclusion; (d) distributing tax

forms to the Settlement Class Members and PAGA Employees; (e) providing declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement; and (f) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

L. Settlement Administration.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to Class Members and PAGA Employees. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Plaintiffs' Counsel, Plaintiffs, or any third party, or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class and Representative Action Settlement in a form substantially similar to the form attached hereto as **Exhibit 1**. The Notice of Class and Representative Action Settlement shall set forth the material terms of the Settlement, including the release to be given by all PAGA Employees and all members of the Settlement Class who do not request to be excluded from the Settlement Class. The Notice Packet also shall be individualized by including the Compensable Workweeks for both the individual Class Member as well as the entire Class, and the estimated amount of their Individual Settlement Payment. The Notice Packet will also include the number of pay periods worked during the PAGA period by both the individual employee and all PAGA Employees, and the estimated amount of their PAGA Settlement Award.

b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT - YOU ARE ENTITLED TO MONEY FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT."

3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address

1 Database and/or similar database(s) to update and correct any known or identifiable address  
2 changes. The Settlement Administrator shall exercise its best judgment to determine the current  
3 mailing address for each Class Member and PAGA Employee. The address identified by the  
4 Settlement Administrator as the current mailing address shall be presumed to be the best mailing  
5 address for each Class Member and PAGA Employee. In the event more than one address is  
6 identified, the Settlement Administrator shall mail to each potentially valid address.

7           4.     Undeliverable Notices. Any Notice Packets returned to the Settlement  
8 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the  
9 forwarding address affixed thereto. If no forwarding address is provided, the Settlement  
10 Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing,  
11 or other search using the name, address and/or Social Security number of the Class Member or  
12 PAGA Employee involved, and shall then perform a re-mailing, if another mailing address is  
13 identified by the Settlement Administrator. Class Members who received a re-mailed Notice  
14 Packet shall have their Response Deadline extended fifteen (15) days from the original Response  
15 Deadline.

16           5.     Disputes Regarding Individual Settlement Payments or PAGA Settlement  
17 Awards. Settlement Class Members and PAGA Employees will have the opportunity, should  
18 they disagree with Defendants' records regarding the Compensable Workweeks or the  
19 Compensable Pay Periods stated on the Notice of Class and Representative Action Settlement, to  
20 provide documentation and/or an explanation to show contrary Compensable Workweeks or  
21 Compensable Pay Periods. If there is a dispute, the Settlement Administrator will consult with  
22 the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall  
23 determine the eligibility for, and the amounts of, any Individual Settlement Payments or PAGA  
24 Settlement Awards under the terms of this Agreement. The Settlement Administrator's  
25 determination of the eligibility for an amount of any Individual Settlement Payment or PAGA  
26 Settlement Award shall be binding upon the Settlement Class Member, the PAGA Employee, and  
27 the Parties.

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1                   6.     Disputes Regarding Administration of Settlement. Any disputes not  
2 resolved by the Settlement Administrator concerning the administration of the Settlement will be  
3 resolved by the Court under the laws of the State of California. Prior to any such involvement of  
4 the Court, counsel for the Parties will meet and confer in good faith to resolve the disputes  
5 without the necessity of involving the Court.

6                   7.     Request for Exclusion. The Notice of Class and Representative Action  
7 Settlement contained in the Notice Packet shall state that Class Members who wish to exclude  
8 themselves from the Settlement must submit to the Settlement Administrator a signed, written  
9 statement requesting exclusion from the Settlement. The written statement must contain the Class  
10 Member's name. The Request for Exclusion will not be valid if it is not timely submitted by the  
11 Response Deadline and received by the Settlement Administrator. The Settlement Administrator  
12 may request additional information from the Class Member to determine the Class Member's  
13 identity, if needed. The date of the postmark on the return mailing envelope on the Request for  
14 Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was  
15 timely submitted. Any Class Member who requests to be excluded from the Settlement Class will  
16 not be entitled to receive an Individual Settlement Payment and will not be bound by the terms of  
17 the Settlement or have any right to object, appeal or comment thereon. Notwithstanding a timely  
18 Request for Exclusion, Class Members are still deemed PAGA Employees for purposes of this  
19 Settlement and shall receive a PAGA Settlement Award and be bound by the PAGA Released  
20 Claims. Class Members who fail to submit a valid and timely written Request for Exclusion on or  
21 before the Response Deadline shall be bound by all terms of the Settlement and any final  
22 judgment entered in this Action if the Settlement is approved by the Court. No later than five (5)  
23 calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for  
24 the Parties with the final number of Class Members who have timely submitted Requests for  
25 Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise  
26 encourage members of the Class to submit Requests for Exclusion from the Settlement.

27                   M.     Objections. All written objections and supporting papers ("Notice of Objection")  
28 must be signed by the Settlement Class Member, or an attorney representing the Settlement Class

1 Member, and state: (a) the full name of the Settlement Class Member; and (b) a statement of the  
2 Settlement Class Member's objections, and (c) the name of the case and case number, *Wolfe v.*  
3 *South Coast Baking, LLC, et al.*, Case No. CIVSB2224856. The Settlement Administrator may  
4 request additional information from the Class Member to determine the Class Member's identity,  
5 if needed. The Notice of Objection must be filed or postmarked on or before the Response  
6 Deadline. Settlement Class Members may also orally object to the Settlement without first  
7 providing a written objection to the Settlement Administrator. Settlement Class Members may,  
8 but are not required to, appear at the Final Approval/Settlement Fairness Hearing in order to have  
9 their objections heard by the Court. At no time shall any of the Parties or their counsel seek to  
10 solicit or otherwise encourage Settlement Class Members to file or serve written objections to the  
11 Settlement or appeal from the Order and Final Judgment. Class Members who submit a Request  
12 for Exclusion are not entitled to object to the Settlement.

13 N. Funding and Allocation of the Gross Settlement Amount. Defendants agree to fund  
14 Gross Settlement Amount no later than ten (10) calendar days after the Effective Date.

15 O. Individual Settlement Payments. Individual Settlement Payments shall be paid  
16 from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein.

17 a) Calculation of Individual Settlement Payments. Using the Class  
18 Data, the Settlement Administrator will calculate the total Compensable Workweeks for all  
19 Settlement Class Members by adding the number of Compensable Workweeks for each  
20 Settlement Class Member during the Class Period. The respective Compensable Workweeks for  
21 each Settlement Class Member will be divided by the total Compensable Workweeks for all  
22 Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member.  
23 Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement  
24 Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.

25 b) Allocation. For tax purposes, Individual Settlement Payments shall  
26 be allocated and treated as follows: (i) twenty percent (20%) shall be allocated to wages, subject  
27 to applicable withholdings, to be reported as such to each Settlement Class Member on a W-2  
28 form to be issued by the Settlement Administrator; (ii) forty percent (40%) shall be considered

1 interest on the unpaid wages and shall be reported as such to each Settlement Class Member on an  
2 IRS Form 1099 to be issued by the Settlement Administrator; and (iii) forty percent (40%) shall  
3 be considered statutory penalties, and shall be reported as such to each Settlement Class Member  
4 on an IRS Form 1099 to be issued by the Settlement Administrator.

5           1.     PAGA Settlement. Fifty Thousand Dollars and Zero Cents (\$50,000.00) of  
6 the Gross Settlement Amount will be allocated to resolving the PAGA Claims (“PAGA Settlement  
7 Amount”). Seventy-five percent (75%) of the PAGA Settlement Amount will be paid to the  
8 LWDA and twenty-five percent (25%) will be paid to PAGA Employees. Each PAGA  
9 Employee’s PAGA Settlement Award will be determined by dividing his or her total Compensable  
10 Pay Periods during the PAGA Period by the total Compensable Pay Periods worked by all PAGA  
11 Employees during the PAGA Period. That fraction will then be multiplied by the 25% portion of  
12 the PAGA Settlement Amount to arrive at the PAGA Employee’s PAGA Settlement Award.  
13 These payments to PAGA Employees shall be allocated as 100% penalties and shall be reported  
14 on an IRS Form 1099 to each PAGA Employee on an IRS Form 1099 to be issued by the  
15 Settlement Administrator. PAGA Employees will be responsible for paying any personal income  
16 taxes owed on the amounts they receive. PAGA Employees shall have no right to opt out of or not  
17 participate in the PAGA Settlement.

18           2.     Mailing. Individual Settlement Payments and PAGA Settlement Awards  
19 shall be mailed by regular First Class U.S. Mail to Settlement Class Members’ and PAGA  
20 Employees’ last known mailing address no later than fourteen (14) calendar days after the  
21 Settlement Administrator receives the Gross Settlement Amount from Defendants.

22           3.     Expiration. Any checks issued to Settlement Class Members and PAGA  
23 Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date  
24 of their issuance. If a Settlement Class Member or PAGA Employee does not cash his or her  
25 settlement check within 180 days, the uncashed funds, subject to Court approval, shall be  
26 transmitted to the State Controller’s Unclaimed Property Fund.

27           4.     Enhancement Payments. Defendants agree not to oppose or object to any  
28 application or motion by Plaintiffs for Enhancement Payments of up to Ten Thousand Dollars and

1 Zero Cents (\$10,000.00) to Plaintiff Wolfe and up to Ten Thousand Dollars and Zero Cents  
2 (\$10,000.00) to Plaintiff Topete. The Enhancement Payments are in exchange for the General  
3 Release and for Plaintiffs' time, effort and risk in bringing and prosecuting the Action. The  
4 Settlement Administrator shall pay the Enhancement Payments to Plaintiffs from the Gross  
5 Settlement Amount no later than fourteen (14) calendar days after the Settlement Administrator  
6 receives the Gross Settlement Amount from Defendants. Any portion of the requested  
7 Enhancement Payments that are not awarded to the Plaintiffs shall be part of the Net Settlement  
8 Amount and shall be distributed to Settlement Class Members as provided in this Agreement.  
9 The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiffs for their  
10 Enhancement Payments. Plaintiffs shall be solely and legally responsible to pay any and all  
11 applicable taxes on their respective Enhancement Payments and shall hold harmless Defendants  
12 from any claim or liability for taxes, penalties or interest arising as a result of their respective  
13 Enhancement Payments. The Enhancement Payments shall be in addition to the Plaintiffs'  
14 Individual Settlement Payments as Settlement Class Members and PAGA Settlement Awards as  
15 PAGA Employees. In the event that the Court reduces or does not approve the requested  
16 Enhancement Payments, Plaintiffs shall not have the right to revoke the Settlement on that basis,  
17 and it will remain binding.

18           5.     Plaintiffs' Counsel Award. Defendants agree not to oppose or object to any  
19 application or motion by Plaintiffs' Counsel for attorneys' fees not to exceed one-third (1/3) of  
20 the Gross Settlement Amount, which equates to Four Hundred Thousand Dollars and Zero Cents  
21 (\$400,000.00). Additionally, Defendants shall not oppose an application by Plaintiffs' Counsel  
22 for, and Plaintiffs' Counsel shall not seek or receive an amount in excess of \$35,000.00 from the  
23 Gross Settlement Amount for all past and future litigation costs and expenses necessary to  
24 prosecute, settle and administer the Action as supported by a declaration from Plaintiffs' Counsel.  
25 The Parties agree that any and all claims for reasonable attorneys' fees and costs have been settled  
26 by this Agreement and that neither Plaintiffs, Settlement Class Members, nor Plaintiffs' Counsel  
27 shall seek payment of attorneys' fees or reimbursement of costs/expenses from Defendants except  
28 as set forth in this Agreement. Any portion of the requested Plaintiffs' Counsel Award that is not

1 awarded to Plaintiffs' Counsel shall be part of the Net Settlement Amount and shall be distributed  
2 to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall  
3 pay the Plaintiffs' Counsel Award to Plaintiffs' Counsel from the Gross Settlement Amount no  
4 later than fourteen (14) calendar days after the Settlement Administrator receives the Gross  
5 Settlement Amount from Defendants. Plaintiffs' Counsel shall be solely and legally responsible  
6 to pay all applicable taxes on the payments made pursuant to this paragraph. The Settlement  
7 Administrator shall issue IRS Form 1099-MISCs to Plaintiffs' Counsel for the payments made  
8 pursuant to this paragraph. In the event that the Court reduces or does not approve the requested  
9 Plaintiffs' Counsel Award, Plaintiffs and Plaintiffs' Counsel shall not have the right to revoke the  
10 Settlement on that basis, and it will remain binding.

11           6.     PAGA Payment. The Settlement Administrator shall pay seventy-five  
12 percent (75%) of the PAGA Settlement Amount, or Thirty-Seven Thousand Five Hundred Dollars  
13 and Zero Cents (\$37,500.00) ("PAGA Payment"), to the California Labor and Workforce  
14 Development Agency ("LWDA") no later than fourteen (14) calendar days after the Settlement  
15 Administrator receives the Gross Settlement Amount from Defendants. Twenty-five (25%), or  
16 Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be distributed to  
17 PAGA Employees as described in this Agreement.

18           7.     Settlement Administration Costs. The Settlement Administrator shall be  
19 paid for the costs of administration of the Settlement from the Gross Settlement Amount. The  
20 estimate of the Settlement Administration Costs is not to exceed \$11,000.00. The Settlement  
21 Administrator shall be paid the Settlement Administration Costs no later than fourteen (14)  
22 calendar days after the Settlement Administrator receives the Gross Settlement Amount from  
23 Defendants.

24           P.     Final Approval Motion. Following the expiration of the Response Deadline,  
25 Plaintiffs shall file with the Court a Motion for an Order Granting Final Approval and Entering  
26 Judgment, which motion shall request final approval of the Settlement and the amounts payable  
27 for the Enhancement Payments, the Plaintiffs' Counsel Award, the PAGA Payment, and the  
28 Settlement Administration Costs.

1                   1.     Declaration by Settlement Administrator. The Settlement Administrator  
2 shall submit a declaration in support of Plaintiffs' Motion for an Order Granting Preliminary  
3 Approval, detailing its qualifications to serve as a Settlement Administrator in the Action.  
4 Additionally, the Settlement Administrator shall submit a declaration in support of Plaintiffs'  
5 Motion for an Order Granting Final Approval and Entering Judgment detailing: (a) the number of  
6 Notice Packets mailed and re-mailed to Class Members; (b) the number of undeliverable Notice  
7 Packets; (c) the number of timely Requests for Exclusion; (d) the number of timely objections  
8 received; (e) the amount of the average and highest Individual Settlement Payment; (f) the  
9 Settlement Administration Costs; and (g) any other information as the Parties mutually agree or  
10 the Court orders the Settlement Administrator to provide.

11                   2.     Final Approval Order and Judgment. The Parties shall present a Judgment  
12 and Order Granting Final Approval of Class Action Settlement to the Court for its approval. The  
13 Final Judgment shall, among other things:

14                   (a)     Find that the Court has personal jurisdiction over all Class Members and  
15 PAGA Employees and that the Court has subject matter jurisdiction to approve this Stipulation  
16 and all exhibits thereto;

17                   (b)     Approve this Stipulation and the proposed Settlement as fair, reasonable  
18 and adequate, consistent and in compliance with all applicable requirements of the applicable  
19 rules of civil procedure, the California and United States Constitutions (including the Due Process  
20 Clauses), and any other applicable law, and in the best interests of each of the Parties and the  
21 Class Members; direct the Parties and their counsel to implement this Stipulation according to its  
22 terms and provisions; and declare this Stipulation to be binding on Plaintiffs and all other Class  
23 Members, except those who timely and properly filed Request for Exclusions, as well as their  
24 heirs, executors and administrators, successors and assigns;

25                   (c)     Certify the Settlement Class for settlement purposes only, and find that an  
26 ascertainable class exists and a well-defined community of interest exists in the questions of law  
27 and fact involved because in the context of the Settlement: (i) there are questions of law and fact  
28 common to the Class Members which, as to the Settlement and all related matters, predominate

1 over any individual questions; (ii) the claims of Plaintiffs are typical of the claims of the Class  
2 Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiffs and  
3 Plaintiffs' Counsel have fairly and adequately represented and protected the interests of the Class  
4 Members;

5 (d) Find that the Notice and notice methodology implemented pursuant to this  
6 Stipulation: (i) constituted the best practicable notice; (ii) constituted notice that was reasonably  
7 calculated, under the circumstances, to apprise Class Members of the pendency of the Action,  
8 their right to object to or exclude themselves from the proposed Settlement and their right to  
9 appear at the Final Approval/Settlement Fairness Hearing; (iii) were reasonable and constituted  
10 due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all  
11 applicable requirements of the applicable rules of civil procedure, the California and United  
12 States Constitutions (including the Due Process Clauses), and any other applicable law;

13 (e) Find that Plaintiffs' Counsel adequately represented the Class for purposes  
14 of entering into and implementing the Settlement;

15 (f) Incorporate the Class Released Claims and PAGA Released Claims set  
16 forth in this Agreement, make the Class Released Claims and PAGA Released Claims effective as  
17 of the Effective Date and forever discharge the Released Parties from any claims or liabilities  
18 arising from or related to the Action as provided for herein;

19 (g) Permanently bar and enjoin Plaintiffs, Class Members who have not been  
20 timely and properly excluded from the Settlement Class, PAGA Employees, and any person  
21 acting on their behalf, from filing, commencing, prosecuting, intervening in, participating in (as  
22 class members, aggrieved employees, or otherwise) or receiving any benefits or other relief from,  
23 any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other  
24 proceeding or order in any jurisdiction based on the Class Released Claims or PAGA Released  
25 Claims

26 (g) Without affecting the finality of the Final Judgment, the Court shall retain  
27 continuing jurisdiction over the Action, the Parties and the Class, as well as the administration  
28 and enforcement of the Settlement. Any disputes or controversies arising with respect to the

1 interpretation, consummation, enforcement or implementation of the Settlement shall be  
2 presented by motion to the Court; provided however, that nothing in this part shall restrict the  
3 ability of the Parties to exercise their rights under Section Q.2.a through Q.2.h, above.

4 R. Option to Terminate Settlement.

5 1. Defendants' Right to Terminate. If, after the Response Deadline, the total  
6 number of Class Members who submitted timely and valid Requests for Exclusion from the  
7 Settlement is more than five percent (5%) of all Class Members, Defendants shall have, in their  
8 sole discretion, the option to terminate this Settlement. If Defendants exercise the option to  
9 terminate this Settlement, Defendants shall: (a) provide written notice to Plaintiffs' Counsel  
10 within seven (7) calendar days after the Response Deadline; and (b) pay all Settlement  
11 Administration Costs incurred up to the date and/or as a result of the termination; and the Parties  
12 shall proceed in all other respects as if this Agreement had not been executed.

13 S. Motions for Preliminary and Final Approval. Plaintiffs' Counsel will provide an  
14 opportunity for Counsel for Defendants to review the Motions for Preliminary and Final Approval  
15 at least three (3) court days prior to filing with the Court. The Parties and their counsel will  
16 cooperate with each other and use their best efforts to affect the Court's approval of the Motions  
17 for Preliminary and Final Approval of the Settlement.

18 T. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under  
19 the Settlement will modify any previously credited hours or service under any employee benefit  
20 plan, policy or bonus program sponsored by Defendants. Such amounts will not form the basis  
21 for additional contributions to, benefits under, or any other monetary entitlement under  
22 Defendants-sponsored benefit plans, policies or bonus programs. The payments made under the  
23 terms of this Stipulation shall not be applied retroactively, currently or on a going forward basis,  
24 as salary, earnings, wages or any other form of compensation for the purposes of Defendants'  
25 benefit plans, policies or bonus programs. Defendants retain the right to modify the language of  
26 their benefit plans, policies and bonus programs to effect this intent, and to make clear that any  
27 amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of  
28 service," or any similar measuring term as defined by applicable plans, policies and bonus

1 programs for purposes of eligibility, vesting, benefit accrual or any other purpose, and that  
2 additional contributions or benefits are not required by this Settlement.

3 U. Notices. Unless otherwise specifically provided herein, all notices, demands, or  
4 other communications given hereunder shall be in writing and shall be deemed to have been duly  
5 given as of the third (3rd) business day after mailing by United States certified mail, return receipt  
6 requested, or the next business day after emailing, addressed as follows:

7 To Plaintiffs, the Class, and PAGA Employees:

8 **LAWYERS FOR JUSTICE, PC**

9 Arby Aiwarzian  
arby@calljustice.com  
10 Joanna Ghosh  
joanna@calljustice.com  
11 Arman Marukyan  
arman@calljustice.com  
12 410 West Arden Avenue, Suite 203  
13 Glendale, California 91203  
14 Telephone: (818) 265-1020  
Facsimile: (818) 265-1021

15 **CROSNER LEGAL, PC**

16 Zachary M. Crosner, Esq.  
zach@crosnerlegal.com  
17 Jamie Serb, Esq.  
jamie@crosnerlegal.com  
18 Michael Jones, Esq.  
michael@crosnerlegal.com  
19 9440 Santa Monica Blvd., Suite 301  
20 Beverly Hills, California 90210  
21 Telephone: (866) 276-7637  
Facsimile: (310) 510-6426

22 To Defendants:

23 **BRYAN CAVE LEIGHTON PAISNER LLP**

24 Allison C. Eckstrom  
allison.eckstrom@bclplaw.com  
25 Christopher J. Archibald  
christopher.archibald@bclplaw.com  
26 1920 Main Street, Suite 1000  
Irvine, California 92614-7276  
27 Telephone: (949) 223-7000  
28 Facsimile: (949) 223-7100

1  
2 V. Cooperation. The Parties and their counsel will cooperate with each other and use  
3 their best efforts to affect the implementation of the Settlement.

4 W. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the  
5 Action, except such proceedings necessary to implement and complete the Settlement, pending  
6 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

7 X. Admissibility of Agreement. This Agreement shall not be admissible in any  
8 proceeding for any purpose, except to enforce it according to its terms.

9 Y. Amendment or Modification. This Agreement may be amended or modified only  
10 by a written instrument signed by counsel for all Parties or their successors-in-interest.

11 Z. Entire Agreement. This Agreement and any attached Exhibits constitute the entire  
12 Agreement among these Parties, and no oral or written representations, warranties or inducements  
13 have been made to any Party concerning this Agreement or its Exhibits other than the  
14 representations, warranties and covenants contained and memorialized in the Agreement and its  
15 Exhibits.

16 AA. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant  
17 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
18 Agreement and to take all appropriate actions required or permitted to be taken by such Parties  
19 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to  
20 effectuate the terms of this Agreement. The persons signing this Agreement on behalf of  
21 Defendants represent and warrant that they are authorized to sign this Agreement on behalf of  
22 Defendants. Plaintiffs represent and warrant that they are each authorized to sign this Agreement  
23 and that they each have not assigned any claim, or part of a claim, covered by this Settlement to a  
24 third-party.

25 BB. Binding on Successors and Assigns. This Agreement shall be binding upon, and  
26 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

27 ///

28 ///

1 CC. California Law Governs. All terms of this Agreement and the Exhibits hereto and  
2 any disputes arising hereunder shall be governed by and interpreted according to the laws of the  
3 State of California.

4 DD. Counterparts. This Agreement may be executed in one or more counterparts and  
5 may be executed electronically through DocuSign or VineSign signatures, or similar electronic  
6 signature service. All executed counterparts and each of them shall be deemed to be one and the  
7 same instrument provided that counsel for the Parties to this Agreement shall exchange among  
8 themselves copies or originals of the signed counterparts.

9 EE. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this  
10 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this  
11 Settlement after extensive arms-length negotiations, taking into account all relevant factors,  
12 present and potential.

13 FF. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction  
14 with respect to the interpretation, implementation and enforcement of the terms of this Agreement  
15 and all orders and judgments entered in connection therewith, and the Parties and their counsel  
16 hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and  
17 enforcing the Settlement embodied in this Agreement and all orders and judgments entered in  
18 connection therewith. To the extent any Party seeks to enforce any of the terms of this  
19 Agreement, the prevailing party in any such enforcement action shall be entitled to seek its  
20 attorneys' fees and costs incurred therewith.

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

25 HH. Publicity. Defendants may disclose the terms and contents of the Settlement, as  
26 required under its contractual and legal obligations. Plaintiffs and Plaintiffs' Counsel agree not to  
27 issue press releases, communicate with, or respond to any media or publication entities, publish  
28 information in manner or form, whether printed or electronic, on any medium or otherwise

1 communicate, whether by print, video, recording or any other medium, with any person or entity  
2 concerning the Settlement, including the fact of the Settlement, its terms or contents and the  
3 negotiations underlying the Settlement, except as shall be contractually required to effectuate the  
4 terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Plaintiffs'  
5 Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions with  
6 Class Members or PAGA Employees, or from filing all necessary motions and supporting  
7 memoranda related to preliminary and final approval of the Settlement. Plaintiffs' Counsel and  
8 counsel for Defendants shall not place notice of the Settlement on their respective websites except  
9 to that Plaintiffs' counsel may post a statement on its website that they "obtained a settlement of  
10 \$1.2 million for employees." This provision does not limit Plaintiffs' Counsel from complying  
11 with ethical obligations or from posting court-filed documents on their website without  
12 commentary for viewing by Class Members and PAGA Employees.

13 II. No Unalleged Claims. Plaintiffs and Plaintiffs' Counsel represent that they do not  
14 currently intend to pursue any unalleged claims against Defendants, including, but not limited to,  
15 any and all claims relating to or arising from Plaintiffs' employment with Defendants, and that  
16 Plaintiffs' Counsel is not currently aware of any facts or legal theories upon which any claims or  
17 causes of action could be brought against Defendants. The Parties further acknowledge,  
18 understand, and agree that this representation is essential to the Agreement and that this  
19 Agreement would not have been entered into were it not for this representation.

20 JJ. Enforcement Actions. Notwithstanding any other provision in this Agreement to  
21 the contrary, in the event that one or more of the Parties institute any legal action or other  
22 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to  
23 declare rights and/or obligations under this Settlement, the successful Party or Parties will be  
24 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,  
25 including expert witness fees incurred, in connection with any enforcement actions.

26 KK. No Admissions. Plaintiffs have claimed and continue to claim that the Class  
27 Released Claims and PAGA Released Claims have merit and give rise to liability on the part of  
28 Defendants. Defendants have claimed and continue to claim that the Class Released Claims and

1 PAGA Released Claims have no merit and do not give rise to liability. This Agreement is a  
2 compromise of disputed claims. Nothing contained in this Agreement and no documents referred  
3 to herein and no action taken to carry out this Agreement may be construed or used as an  
4 admission by or against the Defendants or Plaintiffs or Plaintiffs' Counsel as to the merits or lack  
5 thereof of the claims asserted.

6 Dated: 05/14/2024, ~~2024~~

**PLAINTIFF**

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8 By:  Electronically Signed 2024-05-14 19:53:58 UTC - 172.56.182.121  
Nintex AssureSign® e1e31ca8-6a12-4434-93aa-b17001443314  
JOSHUA WOLFE

10 Dated:     Date    , 2024

**PLAINTIFF**

11  
12 By:  05/22/2024  
VERONICA TOPETE

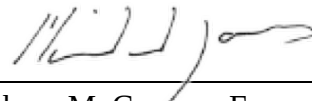
14 Dated:     May 14    , 2024

**LAWYERS FOR JUSTICE, PC**

15  
16 By:   
Arby Aiwarzian  
Joanna Ghosh  
Arman Marukyan  
18  
19 Counsel for Plaintiff JOSHUA WOLFE

20 Dated:     May 22    , 2024

**CROSNER LEGAL, PC**

21  
22 By:   
Zachary M. Crosner, Esq.  
Jamie Serb, Esq.  
Michael Jones, Esq.  
25  
26 Counsel for Plaintiff VERONICA TOPETE

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Dated: \_\_\_\_\_, 2024

**DEFENDANT SOUTH COAST BAKING, LLC**

By: \_\_\_\_\_

Name: Chris McCammon

Title: Chief Financial Officer

Dated: \_\_\_\_\_, 2024

**DEFENDANT RISE BAKING COMPANY, LLC**

By: \_\_\_\_\_

Name: Chris McCammon

Title: Chief Financial Officer

Dated: \_\_\_\_\_, 2024

**DEFENDANT RISE BAKING ARTISAN  
BREAD, LLC**

By: \_\_\_\_\_

Name: Chris McCammon

Title: Chief Financial Officer

Dated: \_\_\_\_\_, 2024

**DEFENDANT RISE BAKING SWEET GOODS,  
LLC**

By: \_\_\_\_\_

Name: Chris McCammon

Title: Chief Financial Officer

Dated: \_\_\_\_\_, 2024

**DEFENDANT BRILL, INC.**

By: \_\_\_\_\_

Name: Chris McCammon

Title: Chief Financial Officer

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Dated: \_\_\_\_\_, 2024

**BRYAN CAVE LEIGHTON PAISNER  
LLP**

By: \_\_\_\_\_  
Allison C. Eckstrom  
Christopher J. Archibald

Attorneys for Defendants South Coast  
Baking, LLC; Rise Baking Company, LLC;  
Rise Baking Artisan Bread, LLC; Rise Baking  
Sweet Goods, LLC; and Brill, Inc.

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Dated: May 15, 2024

**DEFENDANT SOUTH COAST BAKING, LLC**

By: 

Name: Chris McCammon  
Title: Chief Financial Officer

Dated: May 15, 2024

**DEFENDANT RISE BAKING COMPANY, LLC**

By: 

Name: Chris McCammon  
Title: Chief Financial Officer

Dated: May 15, 2024

**DEFENDANT RISE BAKING ARTISAN  
BREAD, LLC**

By: 

Name: Chris McCammon  
Title: Chief Financial Officer

Dated: May 15, 2024

**DEFENDANT RISE BAKING SWEET GOODS,  
LLC**

By: 

Name: Chris McCammon  
Title: Chief Financial Officer

Dated: May 15, 2024

**DEFENDANT BRILL, INC.**

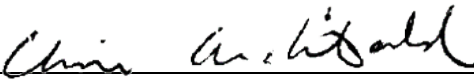
By: 

Name: Chris McCammon  
Title: Chief Financial Officer

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Dated: May 15, 2024

**BRYAN CAVE LEIGHTON PAISNER  
LLP**

By:   
Allison C. Eckstrom  
Christopher J. Archibald

Attorneys for Defendants South Coast  
Baking, LLC; Rise Baking Company, LLC;  
Rise Baking Artisan Bread, LLC; Rise Baking  
Sweet Goods, LLC; and Brill, Inc.

# **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.**

| <b>YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT</b>                                     |                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>You may:</u></b>                                                                      | <b><u>What will happen:</u></b>                                                                                                                                                                                                                                                             |
| <b>Do nothing</b>                                                                           | 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.                                                                                            |
| <b>Submit information or document(s) to contest the number of workweeks that you worked</b> | 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. |
| <b>Request to be excluded from the settlement</b>                                           | 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.                                                 |
| <b>Object to the terms of the settlement</b>                                                | 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**

#### **LAWYERS FOR JUSTICE, PC**

Arby Aiwarzian  
Joanna Ghosh  
Arman Marukyan  
410 West Arden Ave., Suite 203  
Glendale, CA 91203  
Telephone: (818) 265-1020  
Facsimile: (818) 265-1021  
arman@calljustice.com

### **Counsel for Defendants**

#### **BRYAN CAVE LEIGHTON PAISNER LLP**

Allison C. Eckstrom  
Christopher J. Archibald  
1920 Main St., Suite 1000  
Irvine, California 92614-7276  
Telephone: (949) 223-7000  
Facsimile: (949) 223-7100  
allison.eckstrom@bclplaw.com  
christopher.archibald@bclplaw.com

## **Counsel for Plaintiff Topete and PAGA Employees**

### **CROSNER LEGAL, PC**

Zachary M. Crosner

Jamie Serb

Michael Jones

9440 Santa Monica Blvd., Suite 301

Beverly Hills, CA 90210

Telephone: (866) 276-7637

Facsimile: (310) 510-6426

michael.jones@crosnerlegal.com

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 [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.**