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18 *Additional Parties Listed on Next Page*

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
20 **FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST**

21 JOSE RODRIGUEZ, individually and on behalf  
22 of other persons similarly situated,

23 Plaintiff,

24 vs.

25 JESSIE LORD BAKERY, LLC; HORIZON  
26 PERSONNEL SERVICES, INC.; and DOES 1-  
27 50,

28 Defendants.

Case No. BC576747

CLASS ACTION

[Assigned for all purposes to  
The Honorable Maren Nelson  
Department 307]

**SECOND AMENDED STIPULATION RE:  
CLASS ACTION SETTLEMENT AND  
RELEASE**

Action Filed: March 26, 2015  
Trial Date: None

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17 HORIZON PERSONNEL SERVICES, INC.  
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1                    **STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2            IT IS HEREBY STIPULATED, by and among Plaintiff Jose Rodriguez ("Plaintiff"), on  
3 behalf of himself and the Settlement Class Members, on the one hand, and Defendants Jessie Lord  
4 Bakery, LLC ("JLB") and Horizon Personnel Services, Inc. ("Horizon") (collectively,  
5 "Defendants"), on the other hand, and subject to the approval of the Court, that the Action is  
6 hereby being compromised and settled pursuant to the terms and conditions set forth in this  
7 Stipulation of Class Action Settlement And Release and that the Court shall make and enter  
8 judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the  
9 definitions, recitals and terms set forth herein which by this reference become an integral part of  
10 this Agreement:

11    **1.    DEFINITIONS**

12            Unless otherwise defined herein, capitalized terms used in this Agreement shall have the  
13 meanings set forth below:

14            1.1    "Agreement" means this Second Amended Stipulation of Class Action Settlement  
15 and Release.

16            1.2    "Action" means *Jose Rodriguez, individually and on behalf of other persons*  
17 *similarly situated, Plaintiff, vs. Jessie Lord Bakery, LLC; Horizon Personnel Services, Inc.,*  
18 *Defendants*, which is currently pending before the Honorable Maren E. Nelson, in the Superior  
19 Court of the State of California for the County of Los Angeles, Case No. BC576747.

20            1.3    "Change of Information Form" means a timely and valid Change of Information  
21 Form submitted by a Class Member alerting the Settlement Administrator of the Class Member's  
22 new address, or incorrect dates of employment with Defendants (substantially in the form attached  
23 hereto as Exhibit C).

24            1.4    "Class Counsel" means Ari E. Moss of the Law Office of Ari Moss, and Sahag  
25 Majarian, II of the Law Offices of Sahag Majarian, II.

26            1.5    "Class Counsel Award" means attorneys' fees for Class Counsels' litigation and  
27 resolution of this Action and their expenses and costs incurred in connection with the Action, paid  
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from the Gross Settlement Fund.

1.6 “Class Information” means information regarding Class Members that Defendants will compile in good faith from their records and provide to the Settlement Administrator. The Class Information shall be formatted as a Microsoft Excel spreadsheet and shall include: (a) each Class Member’s employee number; (b) full name; (c) last known address; (d) last known home telephone number; (e) Social Security Number; and (f) start and end dates of employment or assignment at JLB in California as a non-exempt employee, within the Class Period, and number of calendar days that each Class Member was employed or assigned at JLB in California as a non-exempt employee. The Class Information is confidential, and the Settlement Administrator may not disclose the Class Information to any person, except as required by law or the provisions of this Agreement.

1.7 “Class” means all current and former hourly-paid non-exempt employees of JLB and/or Horizon who worked for or were assigned to JLB in California during the Class Period.

1.8 “Class Period” means the period from March 26, 2011, through May 6, 2017, the date that the relationship between JLB and Horizon ended.

1.9 “Class Representative Service Award” means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action and in exchange for executing a General Release of Defendants.

1.10 “Compensable Workweeks” means the number of workweeks during which Settlement Class Members were employed by or assigned to work for JLB in non-exempt positions during the Class Period. Using the Class Information, the Settlement Administrator will calculate the number of workweeks by calculating the number of days each Settlement Class Member was employed by or assigned to work for JLB in an hourly paid, non-exempt position during the Class Period, dividing by seven, and rounding up to the nearest whole number.

1.11 “Court” shall mean the Superior Court of California, County of Los Angeles.

1.12 “Defendants” means Jessie Lord Bakery, LLC and Horizon Personnel Services, Inc.

1.13 “Defense Counsel” or “Counsel for Defendants” shall mean Diane Kimberlin and Lauren Schwartz, Littler Mendelson, 2049 Century Park East, Fifth Floor, Los Angeles, CA 90067, representing JLB; and Christian Keeney and Patricia Matias, Ogletree, Deakins, Nash, Smoak & Stewart, 695 Town Center Drive, Suite 1500, Costa Mesa, CA 92626, representing Horizon.

1.14 “Effective Date” means the latest of the following dates: (i) the date upon which the Court grants final approval of the Settlement if no Settlement Class members file objections to the Settlement; or (ii) if a Settlement Class Member files an objection to the Settlement, the Effective Date shall be the date thirty days after the date upon which the Court grants final approval of the Settlement if no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, the Effective Date shall be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

1.15 “Individual Settlement Payment” means the amount payable from the Net Settlement Fund to each Settlement Class Member.

1.16 “LWDA PAGA Allocation” means the seventy-five percent (75%) portion of the PAGA Payment to be paid to the State of California’s Labor Workforce Development Agency (LWDA).

1.17 “Gross Settlement Fund” means Six Hundred Fifty Thousand Dollars (\$650,000.00).

1.18 “Net Settlement Fund” means the Gross Settlement Fund, less the Class Counsel Award, Class Representative Service Award, Settlement Administrator Costs, employer-related taxes (including the employer’s portion of payroll withholdings) and the PAGA Payment.

1.19 “Notice of Settlement” means the Notice of Pending Class Action Settlement substantially in the form attached hereto as Exhibit A.

1.20 “Notice Packet” means the Notice of Settlement, Request For Exclusion Form, and the Change of Information Form (substantially in the form attached hereto as Exhibits A - C). The Settlement Administrator shall distribute the Notice Packet in both the Spanish and English

languages.

1.21 “Parties” means Plaintiff and Defendants, and “Party” shall mean either Plaintiff or a Defendant, individually.

1.22 “PAGA Aggrieved Employees” means those individuals in the Class employed from March 23, 2014, through May 6, 2017.

1.23 “PAGA Letter” is the letter sent on behalf of the PAGA Aggrieved Employees to the California Labor and Workforce Development Agency on March 23, 2015, and attached hereto as Exhibit D.

1.24 “PAGA Payment” means the amount payable from the Gross Settlement Fund to resolve claims under the California Private Attorney General Act (“PAGA”) alleged in the Action.

1.25 “PAGA Payment Ratio” means the respective Compensable Workweeks for each PAGA Aggrieved Employee divided by the total Compensable Workweeks for all PAGA Aggrieved Employees.

1.26 “PAGA Released Claims” means those claims released by the PAGA Payment. Such claims are limited to claims that were alleged or could have been alleged in the PAGA letter based on the allegations, claims, facts and/or legal theories alleged therein, including claims for unpaid wages, unpaid minimum wages, unpaid overtime wages, unpaid final wages, unpaid waiting time penalties, and penalties for inaccurate wage statements.

1.27 “PAGA Settlement Payments” means that amount of money allocated from the PAGA Payment to the PAGA Aggrieved Employees.

1.28 “Payment Ratio” means the respective Compensable Workweeks for each Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class Members.

1.29 “Plaintiff” means Jose Rodriguez.

1.30 “Released Claims” means all causes of action alleged or that could have been alleged by the members of the Settlement Class based on the facts in the operative pleading, including all of the following claims for relief ~~under both California and Federal law~~: (1) failure to

1 pay all wages earned during each pay period including overtime and minimum wages; (2) failure to  
2 pay timely wages upon cessation of employment; (3) failure to furnish accurate wage statements;  
3 (4) unfair competition (Bus. & Prof. Code §§ 17200, *et seq.*); (5) violation of Labor Code §§ 2699  
4 *et seq.*; (6) any other claims or penalties under the wage and hour laws pleaded in the Action or that  
5 could have been pleaded based on the allegations, claims, facts and/or legal theories alleged  
6 therein; and (7) all damages, penalties, interest, attorneys' fees, and other amounts recoverable  
7 under said causes of action ~~under California and Federal law~~, to the extent permissible, including  
8 but not limited to the California Labor Code as to the facts alleged in the operative pleadings, the  
9 applicable Wage Orders as to the facts alleged in the operative pleadings, and the California Unfair  
10 Competition Law as to the facts alleged in the operative pleadings. The Released Claims also  
11 include all claims Plaintiff and Settlement Class Members may have against the Released Parties  
12 relating to (i) the payment and allocation of attorneys' fees and costs to Class Counsel pursuant to  
13 this Agreement and (ii) the payment of the Class Representative Service Award pursuant to this  
14 Agreement. The period applicable to the Released Claims shall extend from May 26, 2011 to the  
15 May 6, 2017 (i.e., the Class Period). It is the intent of the Parties that the judgment entered by the  
16 Court upon final approval of the Settlement shall have *res judicata* effect and be final and binding  
17 upon Plaintiff and all Settlement Class Members. Additionally, "Released Claims" means claims  
18 between Defendants or by any Defendant against the other Defendant and/or their officers,  
19 directors, owners, employees, agents, and attorneys from any claims for indemnification or  
20 otherwise associated with the claims made in this litigation.

21 1.31 "Released Parties" means Defendants and their current and former affiliates and  
22 related entities, including, without limitation, their parents and subsidiaries, predecessors,  
23 successors, divisions, joint ventures and assigns, and each of these entities' past, present and/or  
24 future direct and/or indirect directors, officers, employees, partners, members, investors, principals,  
25 agents, insurers, co-insurers, re-insurers, shareholders, administrators, attorneys and personal or  
26 legal representatives.

27 1.32 "Request for Exclusion" means a timely and valid Request For Exclusion Form  
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submitted by a Class Member (substantially in the form attached hereto as Exhibit B).

1.33 “Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and is the last date on which Class Members may: (a) postmark, fax, or email Requests for Exclusion; or (b) file and serve Objections to the Settlement; or (c) to postmark, fax, or email the Change of Information form to dispute Compensable Workweeks. If the 45th day falls on a weekend or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended fourteen (14) days for any Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the fourteenth day falls on a weekend or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

1.34 “Settlement” means the disposition of the Action pursuant to this Agreement.

1.35 “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Fund for the administration of the Settlement.

1.36 “Settlement Administrator” means Simpluris, Inc.

1.37 “Settlement Website” means a unique website that will provide information to Class Members regarding the litigation. The URL for the Settlement Website is [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com).

1.38 “Settlement Class Members” or “Settlement Class” means all Class members who did not file timely and valid Requests For Exclusion.

1.39 “Settlement Fund Account” means the bank account established by the Settlement Administrator pursuant to the terms of this Stipulation from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

## **2. RECITALS**

2.1 Class Certification. The Parties stipulate and agree to the certification of this Action for purposes of this Settlement only. Should the Settlement not become final and effective as herein provided, class certification shall immediately be set aside (subject to further proceedings on



1 motion of any party to certify or deny certification thereafter). The Parties' willingness to stipulate  
2 to class certification as part of the Settlement shall have no bearing on, and shall not be admissible  
3 in or considered in connection with, the issue of whether a class should be certified in a non-  
4 settlement context in this Action and shall have no bearing on, and shall not be admissible or  
5 considered in connection with, the issue of whether a class should be certified in any other lawsuit.

6       2.2     Procedural History. On March 26, 2015, Plaintiff Jose Rodriguez filed a lawsuit  
7 against Defendants in the Superior Court of the State of California, County of Los Angeles, case  
8 number BC576747. Plaintiff's complaint alleges causes of action for: (1) failure to pay all wages  
9 earned during each pay period including overtime and minimum wages; (2) failure to pay timely  
10 wages upon cessation of employment; (3) failure to furnish accurate wage statements; (4) unfair  
11 competition (Bus. & Prof. Code §§ 17200, *et seq.*); and (5) violation of Labor Code §§ 2699 *et seq.*

12       On January 5, 2017, the Parties mediated the claims after they informally exchanged  
13 mediation data. Jeffrey Krivis, a highly experienced mediator, conducted the mediation. As a  
14 result, and after several weeks of further negotiations following the mediation, the Parties came to  
15 an agreement on material terms to resolve the Action in its entirety. On June 12, 2019, the Court  
16 issued its May 21, 2019, order denying Plaintiff's Motion For Preliminary Approval of Amended  
17 Settlement Agreement. On February 7, 2020, the Court held a Further Status Conference, after  
18 which and at the request of the Parties, it issued its Order re: Mandatory Settlement Conference,  
19 directing the parties to schedule a Mandatory Settlement Conference with the Hon. William F.  
20 Highberger. The Parties exchanged communications with Judge Highberger multiple times in the  
21 following week, but the impact of the COVID-19 pandemic on the Court caused a delay in  
22 scheduling the Mandatory Settlement Conference. On September 29, 2020, the Parties participated  
23 in a full-day settlement conference with Judge William Highberger of the Los Angeles Superior  
24 Court, at the end of which Judge Highberger issued the settlement proposal, which is the basis for  
25 the Agreement.

26       2.3     Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel  
27 recognize the expense and length of continued proceedings necessary to litigate their disputes  
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1 through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty  
2 and risk of the outcome of further litigation, and the difficulties and delays inherent in such  
3 litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish  
4 liability for the claims asserted in the Action, both generally and in response to Defendants'  
5 defenses thereto (many of which have been shared at the mediation and at the Mandatory  
6 Settlement Conference), and potential difficulties in establishing damages for the Settlement Class  
7 Members. Plaintiff and Class Counsel have also taken into account the extensive settlement  
8 negotiations conducted. Based on the foregoing, Plaintiff and Class Counsel have determined that  
9 the Settlement set forth in this Agreement is a fair, adequate and reasonable settlement, and is in  
10 the best interests of the Settlement Class Members. Additionally, given that this matter involves  
11 rounding, there is a question of whether the Settlement Class Members could receive any penalties  
12 pursuant to Labor Code Sections 203 and 226.

13       2.4 Defendants' Reasons for Settlement. Defendants have concluded that any further  
14 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of  
15 time, energy and resources of Defendants have been and, unless this Settlement is made, will  
16 continue to be devoted to the defense of the claims asserted by Plaintiff and Settlement Class  
17 Members. Defendants have also taken into account the risks of further litigation in reaching their  
18 decision to enter into this Settlement. Despite continuing to contend that they are not liable for any  
19 of the claims set forth by Plaintiff in the Action, Defendants have, nonetheless, agreed to settle in  
20 the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.  
21 Defendants have claimed and continue to claim that the Released Claims have no merit and do not  
22 give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this  
23 Agreement and no documents referred to herein and no action taken to carry out this Agreement  
24 may be construed or used as an admission by or against Defendants, or either of them, as to the  
25 merits or lack thereof of the claims asserted. The monies being paid as part of the settlement are  
26 genuinely disputed and the Parties agree that the provisions of Labor Code section 206.5 are not  
27 applicable to this Settlement. Further, the Defendants have both taken into account that the terms of  
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1 this Agreement, reached with the assistance of Judge Highberger during the Mandatory Settlement  
2 Conference, resolves the differences *between* them as well as the Claims by Plaintiff against each  
3 of them.

4       2.5     Settlement Class Members' Claims. Settlement Class Members have claimed and  
5 continue to claim that the Released Claims have merit and give rise to liability on the part of  
6 Defendants. This Agreement is a compromise of disputed claims. Nothing contained in this  
7 Agreement and no documents referred to herein and no action taken to carry out this Agreement  
8 may be construed or used as an admission by or against the Settlement Class Members or Class  
9 Counsel as to the merits or lack thereof of the claims asserted.

10       2.6     Gross Amount Payable by Defendants. Under the terms of this Settlement, the  
11 maximum amount payable by Defendants shall not exceed the Gross Settlement Fund of  
12 \$650,000.00.

### 13     **3.     TERMS OF AGREEMENT**

14       The Parties agree as follows:

15       3.1     Release As To All Settlement Class Members. Settlement Class Members release  
16 the Released Parties from the Released Claims for the Class Period, effective upon receipt by the  
17 Settlement Administrator of the Settlement Funds from both Defendants.

18       3.2     Release As to All PAGA Aggrieved Employees. As of the Effective Date, in  
19 exchange for the promises provided in this Settlement, the PAGA Released Claims of all PAGA  
20 Aggrieved Employees are released.

21       3.3     Release as Between Defendants. As of the Effective Date, in exchange for the  
22 promises provided in this Settlement, JLB and Horizon release one another for all claims as defined  
23 in Section 1.29 above and Section 3.5 below.

24       3.4     General Release As To Plaintiff Only. In exchange for the consideration set forth in  
25 this Agreement, Plaintiff, for himself and his heirs, successors and assigns, does hereby waive,  
26 release, acquit and forever discharge the Released Parties, from any and all claims, actions,  
27 charges, complaints, grievances and causes of action, of whatever nature, whether known or  
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unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, *quantum meruit* claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 *et seq.*, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, excluding only claims that, by law, may not be privately released. Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits that he may have under California Civil Code § 1542, which provides as follows:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but he expressly agrees to fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist, at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with or assignment to Defendants. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation and commitment.

3.5 General Mutual Release of Claims Between Defendants. The Defendants agree to

1 release one another and their respective attorneys from any and all claims, actions, charges, and  
2 causes of action, of whatever nature, whether known or unknown, which exist or may exist on their  
3 behalf as of the date of this Agreement. Each Defendant hereby expressly waives and relinquishes  
4 any and all claims, rights or benefits that either may have against the other Defendant under  
5 California Civil Code § 1542, which provides as follows:

6           **A general release does not extend to claims which the creditor**  
7           **does not know or suspect to exist in his or her favor at the time of**  
8           **executing the release, which if known by him or her must have**  
              **materially affected his or her settlement with the debtor.**

9           Either Defendant may hereafter discover claims or facts in addition to, or different from,  
10 those which either Defendant now knows or believes to exist, but each Defendant expressly agrees  
11 to fully, finally, and forever settle and release any and all claims against one another, known or  
12 unknown, suspected or unsuspected, which exist or may exist, at the time of execution of this  
13 Agreement, including, but not limited to, any and all claims relating to or arising from Defendants'  
14 business relationship with each other, the defense of this litigation, or the retention of counsel  
15 related to this litigation. Defendants further acknowledge, understand, and agree that this  
16 representation and commitment is essential to the Agreement and that this Agreement would not  
17 have been entered into were it not for this representation and commitment.

18           3.6    Calculation of Settlement Payments. Payments to the PAGA Aggrieved Employees  
19 and the Settlement Class Members will be calculated as follows:

20           3.6.1   PAGA Settlement Payment: will be determined according to the PAGA  
21                   Payment Ratio and paid to the PAGA Aggrieved Employees, irrespective of  
22                   their membership in the Settlement Class;

23           3.6.2   The Net Settlement Fund will be distributed to the Settlement Class based on  
24                   the Payment Ratio and distributed as Individual Settlement Payments.

25           3.6.3   If a person is both a PAGA Aggrieved Employee and a member of the  
26                   Settlement Class said person will receive only one payment instrument.

27           3.7    Tax Liability. The Parties and their counsel make no representations as to the tax  
28 treatment or legal effect of the payments called for hereunder, and Settlement Class Members are

not relying on any statement or representation by the Parties in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of the employee portion of any employee taxes and penalties assessed on the payments described herein and will hold the Parties free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Agreement. In the event any taxing authority looks to Defendants for payment of taxes, interest or penalties in connection with the Individual Settlement Payments made pursuant to this Agreement, Settlement Class Members agree to indemnify and hold Defendants harmless from payment of any such taxes, interest, penalties or other expenses incurred in connection with such payments.

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

3.9 Settlement Administration. Within thirty calendar days after the entry of the

1 Preliminary Approval Order, Defendants shall provide the Settlement Administrator (but not  
2 Plaintiff or Class Counsel) with the Class Information for purposes of mailing Notice Packets to  
3 Class Members. Settlement Administrator shall treat such Class Information as confidential and  
4 shall not provide it to Plaintiff or Plaintiff's Counsel without first obtaining prior written consent  
5 from Defendants or leave of Court.

6           3.9.1 Settlement Website. The Settlement Administrator shall, within thirty  
7 calendar days of entry of the Preliminary Approval Order, launch a website with the URL  
8 (JessieLordBakeryClassAction.com) that provides the following information: (1) a complete copy of  
9 the Preliminary Approval Order; (2) a complete copy of the Notice Packet; (3) a link to the Los  
10 Angeles Superior Court webpage that contains information about this matter; (4) a manner through  
11 which a Class Member may request a Notice Packet; (5) information about upcoming hearings; (6)  
12 contact information for counsel; (7) and, upon final approval, a page where the Court's Judgment  
13 will be posted.

14           3.9.2 Notice By First Class U.S. Mail. Upon receipt of the Class Information, the  
15 Settlement Administrator will perform a search based on the National Change of Address Database  
16 to update and correct any known or identifiable address changes. No more than fourteen calendar  
17 days after receiving the Class Information from Defendants as provided herein, the Settlement  
18 Administrator shall mail copies of the Notice Packet to all Class Members via regular First Class  
19 U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current  
20 mailing address for each Class Member. The address identified by the Settlement Administrator as  
21 the current mailing address shall be presumed to be the best mailing address for each Class  
22 Member. It will be presumed that, if an envelope so mailed has not been returned within thirty (30)  
23 days of the mailing, the Class Member received the Notice Packet.

24           3.9.3 Undeliverable Notices. Any Notice Packets returned to the Settlement  
25 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the  
26 forwarding address affixed thereto. If no forwarding address is provided, the Settlement  
27 Administrator shall engage skip tracing to obtain an updated mailing address within five (5)  
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business days of the date of the return of the Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall have three (3) business days to resend the Notice Packet to the Class Member. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Settlement Administrator shall have fourteen (14) calendar days thereafter, or until the Response Deadline has expired, whichever is later, to mail, fax or email the Request for Exclusion or file and serve a Notice of Objection. Notice Packets that are resent shall inform the recipient of this adjusted deadline. If a Class Member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, no additional Notice Packet shall be sent.

3.9.4 Disputes Regarding Individual Settlement Payments. Settlement Class Members will have the opportunity, should they disagree with Defendants' records regarding their Compensable Workweeks stated on their Notice Packet, to submit a Change of Information Form by the Response Deadline to the Settlement Administrator with information or documentation supporting contrary employment dates. The Settlement Administrator will the number of Compensable Workweeks and determine eligibility for, and any amount of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment will be binding upon the Settlement Class Members and the Parties.

3.9.5 Due Process. Compliance with the procedures specified in paragraphs 3.9 through 3.9.4 herein shall constitute due and sufficient notice to Class Members of this Settlement and shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the proposed settlement to the Class Members.

3.10 Exclusions. The Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement and the lawsuit must submit timely Request For Exclusion Forms, which must be signed by the Class Member and returned to the Settlement Administrator at the specified address, fax telephone number or email address, and be postmarked, fax stamped, or



1 emailed by the Response Deadline. The date of the postmark on the return mailing envelope, the  
2 fax stamp, or the email transmission date on the Request For Exclusion shall be the exclusive  
3 means used to determine whether the Request For Exclusion was timely submitted. Any Class  
4 Member who requests to be excluded from the Class will not be entitled to any recovery under the  
5 Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal  
6 or comment thereon. Class Members who fail to submit a valid and timely written Request For  
7 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and  
8 any final judgment entered in this Action if the Settlement is approved by the Court. No later than  
9 ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide  
10 Defense Counsel with a final list of the Class Members who have timely submitted written  
11 Requests For Exclusion and Class Counsel with a final list of identifying numbers (but not names)  
12 of Class Members who have timely submitted written Requests For Exclusion. At no time shall any  
13 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit  
14 Requests For Exclusion from the Settlement.

15       3.11 Objections. The Notice Packet shall state that Settlement Class Members who wish  
16 to object to the Settlement must submit to the Settlement Administrator a written statement of  
17 objection (“Notice of Objection”) by the Response Deadline. Objections may be submitted by mail,  
18 by fax, or by email; the date of the postmark, the fax stamp, or the email transmission date on the  
19 Objection shall be the exclusive means used to determine whether the Objection was timely. The  
20 Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of  
21 the Settlement Class Member; (2) the dates of employment of the Settlement Class Members; (3)  
22 the last four digits of the Settlement Class Members’ Social Security number and/or the Employee  
23 ID number; (4) the factual and legal basis for objection with any supporting documents and  
24 evidence; and (5) whether the Settlement Class Member intends to appear at the Final Approval  
25 Hearing. Settlement Class Members who fail to make objections in the manner specified above  
26 shall be deemed to have waived any objections and shall be foreclosed from making any objections  
27 (whether by appeal or otherwise) to the Settlement. Settlement Class Members who submit a  
28

1 timely Notice of Objection will have a right to appear at the Final Approval Hearing in order to  
2 have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to  
3 solicit or otherwise encourage Settlement Class Members to file or serve a Notice of Objection to  
4 the Settlement or appeal from the Order and Final Judgment. Class Counsel shall not represent any  
5 Settlement Class Members with respect to any such objections. The Settlement Administrator shall  
6 e-mail any Notice of Objection to counsel for the Parties promptly upon receipt, and Class Counsel  
7 shall lodge any objections with the Court. If the Settlement Class Member timely submits both a  
8 timely Request for Exclusion and an Objection, the Settlement Class Member will be deemed to  
9 have waived any Objection and to be excluded from the Settlement and the Action.

10 3.12 No Solicitation of Settlement Objections or Exclusions. The Parties agree to use  
11 their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or  
12 their counsel seek to solicit or otherwise encourage Class Members to submit either a Notice of  
13 Objection or Requests for Exclusion from the Settlement, or to appeal from the Court's final  
14 judgment.

15 3.13 Notice of Judgment. Within three business days of the Court's order entering  
16 judgment, the Settlement Administrator shall post the Court's order on the Settlement Website  
17 (JessieLordBakeryClassAction.com).

18 3.14 Funding and Allocation of Settlement. Within 30 calendar days after the Effective  
19 Date, Defendants shall provide to the Settlement Administrator, the funds to satisfy the Settlement,  
20 which shall include the amounts needed to pay Individual Settlement Payments, the Class  
21 Representative Service Award, the Class Counsel Award, employer-related taxes, the LWDA  
22 PAGA Allocation and the Settlement Administrative Costs. JLB shall fund \$500,000 and Horizon  
23 shall fund \$150,000. The Settlement Administrator shall also provide counsel for Defendants with  
24 the routing information and any other information needed to complete a wire transfer of these  
25 amounts. The Settlement Administrator shall deposit the funds in the Settlement Fund Account. No  
26 distributions from the Settlement Fund Account shall occur until authorization in writing or via e-  
27 mail is provided to the Settlement Administrator by Class Counsel and by counsel for Defendants.

3.14.1 No more than five (5) business days after the Settlement is fully funded, the Settlement Administrator will provide the Parties with an accounting of all anticipated payments and awards from the Settlement Fund Account. Payments from the Settlement Fund Account shall be made for (1) Individual Settlement Payments to Settlement Class Members; (2) Class Representative Service Award, as specified in this Agreement and approved by the Court; (3) Class Counsel Award, as specified in this Agreement and approved by the Court; (4) employer-related taxes (including employer portions of required payroll withholdings); (5) the Settlement Administration Costs, as specified in this Agreement and approved by the Court; (6) the LWDA PAGA Allocation, as specified in this Agreement and approved by the Court; and (7) payment of the PAGA Allocation to the PAGA Aggrieved Employees.

3.14.2 Failure by either Defendant to fund its portion of the settlement, shall void the release by the paying Defendant of the non-paying Defendant, but shall not void the release of by the non-paying Defendant of the paying Defendant.

3.14.3 Upon refund by the Settlement Administrator to the paying Defendant, Class Counsel and the paying Defendant will notify the Court of the failure to fund by the non-paying Defendant, and seek Court approval for a notice process, a renewed motion for Preliminary Approval of a settlement between the paying Defendant and the Class, and a determination of a good faith settlement between the paying Defendant and the Class.

3.15 Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement Fund and shall be paid pursuant to the formula set forth in Paragraph 3.1.1 herein. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address within fourteen (14) calendar days after the funding of the Settlement is completed. Individual Settlement Payments reflect settlement of a dispute regarding wages and interest and penalties. Individual Settlement Payments will be allocated as follows: twenty percent (20%) as wages; and eighty percent (80%) as interest and penalties. Additionally, one hundred percent (100%) of the payment to the PAGA Settlement Payment paid to the PAGA Aggrieved Employees shall be characterized as penalties. The

Settlement Administrator shall issue the appropriate tax documents associated with the Individual Settlement Payments, including an IRS Form W-2 for the amounts allocated as wages and an IRS Form 1099 for the amounts allocated as interest and penalties. Any checks issued to Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance. After that time, any unclaimed checks will be tendered the California unclaimed property fund maintained by the Controller of the State of California.

3.15.1 Calculation of Individual Settlement Payments. The Settlement Administrator will calculate the total Compensable Workweeks for all Settlement Class Members. The respective Compensable Workweeks for each Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated deductions for payroll taxes or other required withholdings. Settlement Class Members are not eligible to receive any compensation other than an Individual Settlement Payment and their PAGA Settlement Payment (if said employee is entitled to such a payment).

3.16 Class Representative Service Award. Defendants agree not to oppose or object to any application or motion by Plaintiff to be appointed Class Representative and for a Class Representative Service Award, not to exceed to \$5,000, as consideration for his time and effort in bringing and prosecuting this matter and in exchange for the Released Claims and a General Release. The Class Representative Service Award shall be paid to Plaintiff from the Gross Settlement Fund no later than fourteen (14) calendar days after funding of the Settlement is completed. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for his Class Representative Service Award. Plaintiff agrees to provide the Settlement Administrator with an executed Form W-9 before the Class Representative Service Award is issued. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative Service Award and shall hold harmless Defendants from any claim or liability for taxes, penalties,

1 or interest arising as a result of the Class Representative Service Award. The Class Representative  
2 Service Award shall be in addition to Plaintiff's Individual Settlement Payment as a Settlement  
3 Class Member and PAGA Settlement Payment. In the event the Court reduces or does not approve  
4 the requested Class Representative Service Award, Plaintiff shall not have the right to revoke his  
5 agreement to the Settlement, or to file an appeal, and the Settlement will remain binding on the  
6 Parties.

7       3.17 Class Counsel Award. Defendants agree not to oppose or object to any application  
8 or motion by Class Counsel for attorneys' fees not to exceed thirty-five percent (35%) of the Gross  
9 Settlement Fund (or \$227,500), plus costs and expenses supported by a declaration from Class  
10 Counsel, not to exceed \$15,000, from the Gross Settlement Fund. Class Counsel shall be paid any  
11 Court-approved fees and costs from the Gross Settlement Fund no later than fourteen (14) calendar  
12 days after the Settlement is fully funded. Class Counsel shall be solely and legally responsible to  
13 pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement  
14 Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made  
15 pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class  
16 Counsel any particular amount in attorneys' fees and costs. In the event the Court reduces or does  
17 not approve the requested Class Counsel Award, Plaintiff and Class Counsel do not have the right  
18 to revoke their agreement to this Settlement or file an appeal, and the Settlement shall remain  
19 binding on the Parties.

20       3.18 PAGA. Subject to Court approval, the Parties shall allocate a total of \$1,000 from  
21 the Gross Settlement Fund for the compromise of claims brought under the Private Attorneys  
22 General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (the "PAGA Payment"). California Labor Code  
23 section 2699(i) requires that the parties distribute any settlement of PAGA claims as follows: 75%  
24 to the State of California's Labor Workforce Development Agency ("LDWA") for enforcement of  
25 labor laws and education of employers; and 25% to "aggrieved employees." The Parties, therefore,  
26 agree that \$750 of the PAGA Payment shall be paid to the State of California LWDA ("LWDA  
27 PAGA Allocation") from the Gross Settlement Fund by the Settlement Administrator no later than  
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fourteen (14) calendar days after the Settlement is fully funded. The remaining \$250 of the PAGA Payment shall be part of the Net Settlement Fund to be distributed in accordance with the terms of this Stipulation.

Class counsel shall provide a copy of this Agreement to the LWDA at the same time it is submitted to the Court, in accordance with Cal. Lab. Code section 2699(l)(2) and by the means set forth in Cal. Lab. Code section 2699(l)(4). Class counsel shall also submit a copy of the court's judgment in this action or any other order that either provides for or denies an award of PAGA penalties, within 10 days after entry of such judgment or order, in accordance with Cal. Lab. Code section 2699(l)(3) and (4).

3.19 Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Fund. The costs of administration for the disbursement of the Gross Settlement Fund will not exceed \$15,500. No fewer than thirty (30) days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Parties with a statement detailing the costs of administration. The Settlement Administrator, on Defendants' behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth herein, to Settlement Class Members calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement Administrator shall be responsible for: processing and mailing payments to Plaintiff, Class Counsel, and Settlement Class Members; printing and mailing the Notice Packets to the Settlement Class Members as directed by the Court; receiving and reporting the Requests For Exclusion and any Notices of Objections submitted by Settlement Class Members; making a final determination of any dispute as to Compensable Workweeks; deducting taxes from Individual Settlement Payments and distributing

1 tax forms; processing and mailing tax payments to the appropriate state and federal taxing  
2 authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of  
3 this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement  
4 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of  
5 the performance of all Settlement Administrator responsibilities. Any legally-mandated tax reports,  
6 tax forms, tax filings, or other tax documents required by administration of this Agreement shall be  
7 prepared by the Settlement Administrator. Any expenses incurred in connection with such  
8 preparation shall be a cost of administration of the Settlement. The Settlement Administrator shall  
9 be paid the Settlement Administration Costs no later than fourteen (14) calendar days after the  
10 Settlement is fully funded. No later than ten (10) calendar days after the Response Deadline, the  
11 Settlement Administrator shall provide counsel for the Parties with a final accounting of the Gross  
12 Settlement Fund and report the amount of all payments to be made to each Settlement Class  
13 Member by employee number only. No person shall have any claim against Defendants, Plaintiff,  
14 Settlement Class Members, Class Counsel or the Settlement Administrator based on distributions  
15 and payments made in accordance with this Agreement.

16 3.20 Motions for Preliminary and Final Approval. Class Counsel will provide an  
17 opportunity for counsel for Defendants to review the Motions for Preliminary and Final Approval  
18 prior to filing with the Court. Counsel for Defendants shall have five (5) calendar days to review  
19 and provide comment on the draft moving papers, after the expiration of which Class Counsel shall  
20 be permitted to file any such motions with the Court. The Parties and their counsel will cooperate  
21 with each other and use their best efforts to effect the Court's approval of the Motions for  
22 Preliminary and Final Approval.

23 3.21 Final Approval Hearing. Upon expiration of the Response Deadline, with the  
24 Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine  
25 final approval of the Settlement along with the amount properly payable for (i) the Class Counsel  
26 Award, (ii) the Class Representative Service Award, (iii) Individual Settlement Payments, (iv) the  
27 Settlement Administration Costs, and (v) the LWDA PAGA Allocation. Pursuant to California  
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Rule of Court 3.769(h), after granting Final Approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment.

3.22 No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacations, holiday pay, retirement plans, *etc.*) of the Plaintiff or Settlement Class Members.

3.23 Nullification of Settlement Agreement. In the event: (i) the Court does not enter the Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the Settlement as provided herein; (iii) the Court does not enter a final judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's final judgment, or any other appellate review, shall be paid to the Settlement Administrator within thirty (30) days of said notification by Defendants based on a pro rata share of their portion of the Gross Settlement Amount.

3.24 No Admission By the Parties. Defendants deny any and all claims alleged in this Action and deny any wrongdoing whatsoever. This Agreement is not a concession or admission, and shall not be used against Defendants as an admission or indication with respect to any claim of any fault, concession or omission by Defendants.

3.25 No Knowledge of Other Claims. Plaintiff and Class Counsel acknowledge, represent, and warrant that (1) they are not currently aware of any unalleged claims that could



1 be brought against Defendants or on behalf of Defendants' employees not covered by the  
2 Class Member definition; (2) they do not have any current intention of initiating any litigation  
3 or bringing claims against Defendants; and (3) other than the Settlement Class Members, they  
4 do not currently know of or represent any individuals that have expressed any interest in  
5 litigation against Defendants or that Class Counsel believes to have potential claims against  
6 Defendants.

7       3.26 Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the  
8 interpretation, calculation or payment of settlement claims, or other disputes regarding compliance  
9 with this Agreement shall be resolved as follows:

10               3.26.1 If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class  
11 Members, or Defendants at any time believes that any other Party has breached or acted contrary to  
12 the Agreement, that party shall notify the other party in writing of the alleged violation.

13               3.26.2 Upon receiving notice of the alleged violation or dispute, the responding  
14 Party shall have ten (10) days to correct the alleged violation and/or respond to the initiating Party  
15 with the reasons why the Party disputes all or part of the allegation.

16               3.26.3 If the response does not address the alleged violation to the initiating  
17 Party's satisfaction, the Parties shall negotiate in good faith for up to ten days to resolve their  
18 differences.

19               3.26.4 If the Parties are unable to resolve their differences after the expiration of  
20 the ten (10) day period in section 3.23.3, either Party may file an appropriate motion for  
21 enforcement with the Court.

22       3.27 Exhibits and Headings. The terms of this Agreement include the terms set forth in  
23 attached Exhibits A-C, which are incorporated by this reference as though fully set forth herein.  
24 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of  
25 any paragraphs or sections of this Agreement are inserted for convenience of reference only and do  
26 not constitute a part of this Agreement.

27       3.28 Interim Stay of Proceedings. The Parties agree to hold proceedings in abeyance  
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pending the Final Approval Hearing to be conducted by the Court, except such proceedings necessary to implement and complete the Settlement.

3.29 Amendment or Modification. This Agreement may be amended or modified only by a written instrument, signed by either the Parties or counsel for all Parties.

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

3.31 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

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

3.33 California Law Governs. All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

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

1 and potential.

2       3.35 Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the  
3 Parties agree that the Court shall retain jurisdiction with respect to the interpretation,  
4 implementation and enforcement of the terms of this Agreement and all orders and judgments  
5 entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction  
6 of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in  
7 this Agreement and all orders and judgments entered in connection therewith.

8       3.36 Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to  
9 class certification for purposes of this settlement only.

10       3.37 Cooperation. The Parties agree to cooperate fully with one another to accomplish  
11 and implement the terms of this Settlement. Such cooperation shall include, but shall not be limited  
12 to, execution of such other documents and the taking of such other action as may be reasonably  
13 necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best  
14 efforts, including all efforts contemplated by this Settlement and any other efforts that may become  
15 necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

16       3.38 Publicity. Plaintiff and Class Counsel agree not to disclose or publicize the  
17 Settlement, including the fact of the Settlement, its terms or contents, and the negotiations  
18 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity,  
19 except as shall be strictly required to effectuate the terms of the Settlement as set forth herein. For  
20 the avoidance of doubt, this section means Plaintiff and Class Counsel agree not to publicize this  
21 Action, issue press releases, communicate with, or respond to any media or publication entities,  
22 publish information in manner or form, whether printed or electronic, on any medium or otherwise  
23 communicate, whether by print, video, recording or any other medium, with any person or entity  
24 concerning the this Action, the facts of the Action, the Settlement, the fact of the Settlement, its  
25 terms or contents, and/or the negotiations underlying the Settlement. Notwithstanding the  
26 foregoing, the following disclosures shall be allowed: (1) for the limited purpose of allowing Class  
27 Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the case  
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number and venue of the Action (but not any other settlement details or information to identify Defendants) for such purposes; and (2) for a period of two months following full and final approval by the Court, on Class Counsel's website, Class Counsel may post a statement that, "This case has been amicably resolved."

3.39 Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:

Ari E. Moss, Esq.  
MOSS BOLLINGER, LLP  
15300 Ventura Blvd., Suite 207  
Sherman Oaks, CA 91403

Sahag Majarian, II, Esq.  
LAW OFFICES OF SAHAG MAJARIAN, II  
18250 Ventura Blvd.  
Tarzana, CA 91356

To Defendant Jessie Lord Bakery, LLC:

Diane Kimberlin, Esq.  
Lauren Schwartz, Esq.  
LITTLER MENDELSON  
2049 Century Park East, Fifth Floor  
Los Angeles, CA 90067

To Defendant Horizon Personnel Services, Inc.:

Christian Keeney, Esq.  
Patricia Matias, Esq.  
OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.  
Park Tower, Suite 1500  
695 Town Center Drive  
Costa Mesa, CA 92626

3.40 Execution by Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if each Settlement Class Member executed this Agreement.

3.41 Execution by Plaintiff. Plaintiff, by signing this Stipulation, is bound by the terms and release herein, and will be obligated to seek preliminary and final Court-approval of the Stipulation.

3.42 Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or

1 originals of the signed counterparts. A facsimile or pdf signature will be given the same effect as an  
2 original signature.

3 **PLAINTIFF:**

4  
5 Dated: \_\_\_\_\_

\_\_\_\_\_  
6 Jose Rodriguez

7  
8 **DEFENDANTS**

9  
10 Dated: \_\_\_\_\_

11 By: \_\_\_\_\_  
12 Stacey Lee  
13 Jessie Lord Bakery, LLC

14  
15 Dated: \_\_\_\_\_

16 By: \_\_\_\_\_  
17 Charlene Garza  
18 Horizon Personnel Services, Inc.

19 **As to Form and Content**

20 Dated: \_\_\_\_\_

MOSS BOLLINGER, LLP

21 By: \_\_\_\_\_  
22 Ari E. Moss  
23 Attorneys for Jose Rodriguez

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Dated: \_\_\_\_\_

LAW OFFICES OF SAHAG MAJARIAN, II

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

Sahag Majarian, II, Esq.

Attorneys for Jose Rodriguez

Dated: \_\_\_\_\_

LITTLER MENDELSON P.C.

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

Diane Kimberlin, Esq.

Attorneys for Defendant Jessie Lord Bakery, LLC

Dated: \_\_\_\_\_

OGLETREE, DEAKINS, NASH, SMOAK, &  
STEWART, P.C.

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

Christian Keeney, Esq.

Patricia A. Matias, Esq.

Attorneys for Defendant Horizon Personnel  
Services, Inc.

# **EXHIBIT A**

## NOTICE OF CLASS ACTION SETTLEMENT

Los Angeles County Superior Court

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**IF YOU WERE EMPLOYED OR ARE CURRENTLY EMPLOYED BY JESSIE LORD BAKERY, LLC,  
OR HORIZON PERSONNEL SERVICES, INC. AND  
WERE ASSIGNED TO WORK AT JESSIE LORD BAKERY, LLC AT ANY TIME FROM  
MARCH 26, 2011 THROUGH MAY 6, 2017  
YOU ARE ENTITLED TO A PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT**

*The Los Angeles County Superior Court authorized this notice.*

*This is not a solicitation from a lawyer.*

**PLEASE TAKE NOTICE** that a proposed class action lawsuit is now pending in the Superior Court for the County of Los Angeles before the Honorable Maren Nelson. This notice is to advise you of a proposed settlement in that lawsuit that may affect your rights. You may also be entitled to a settlement payment under this settlement.

- A settlement will provide Sixty Hundred Fifty Thousand Dollars (\$650,000) to pay claims for alleged California Labor Code violations brought in a class action lawsuit against Horizon Personnel Services, Inc. (hereinafter, "Horizon") and Jessie Lord Bakery, LLP (hereinafter, "Jessie Lord") (collectively, "Defendants").
- The proposed settlement resolves a lawsuit over whether Defendants properly paid employees their wages for all hours worked, paid minimum wage, issued accurate wage statements, timely paid all wages due upon termination of employment, and engaged in unfair competition. The settlement releases Defendants from liability to the Class for all claims arising from or related to the lawsuit and/or the allegations of the Complaint filed in the lawsuit.
- The Court has not concluded that Defendants did anything wrong.
- Defendants deny all of the allegations in this lawsuit, but have decided to settle the lawsuit to avoid business interruption and uncertainty and the further costs of litigation.
- If, approved by the Court, the lawyers for the employees will ask the Court for up to Two Hundred Twenty-Seven Thousand Five Hundred Dollars, (\$227,500.00) to be paid as part of the settlement as fees for investigating the facts, litigating the case, and negotiating the settlement. Additionally, if approved by the Court, the attorneys will ask for up to Fifteen Thousand Dollars (\$15,000.00) in costs for prosecuting this matter on behalf of the Class.
- The two sides disagree on how much money, if any, could have been won if Plaintiff won a trial.
- **Your legal rights are affected whether you act or not. READ THIS NOTICE CAREFULLY.**

QUESTIONS?

Call [PHONE NUMBER] or Visit [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)



## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<b>DO NOTHING</b>	Get a payment of approximately <b>INDIVIDUAL AMOUNT</b> . If you do nothing and the Court orders final approval of the settlement, you give up rights to pursue claims released in the lawsuit and you <i>will</i> receive a payment.
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendants for the legal claims in this case.
<b>OBJECT</b>	Write to the Court about why you do not like the settlement. <i>If you exclude yourself you cannot object to the settlement.</i> If the Court orders final approval of the settlement, you give up rights to pursue claims released in the lawsuit.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

**Horizon and/or Jessie Lord will not retaliate against you in any way for your participation in this Class Action.**

## WHAT THIS NOTICE CONTAINS

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3. Why is this a class action? .....	4
4. Why is there a settlement?.....	5
<b>WHO IS IN THE SETTLEMENT</b> .....	5
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<b>THE SETTLEMENT BENEFITS—WHAT YOU GET</b> .....	5
6. What does the settlement provide? .....	5
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QUESTIONS?

Call [PHONE NUMBER] or Visit [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)

10.	What am I giving up to get a payment ? .....	7
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## BASIC INFORMATION

### 1. Why did I get this notice?

Defendants' records show that you previously were employed by Horizon and assigned to work at Jessie Lord, or show you were a directly employed by Jessie Lord.

**THE RECORDS INDICATE YOU WORKED BETWEEN: DATE AND DATE FOR A TOTAL OF XX WORKWEEKS**

**If you believe this is not correct, use the Change Of Information Form to tell the Settlement Administrator the number of Workweeks you believe to be correct. You must return the Change Of Information Form by [RESPONSE DEADLINE].**

You were sent this notice because you have a right to know about a proposed settlement of a proposed class action lawsuit and about all of your options before the Court decides whether to approve the settlement. If the Court approves it, after any objections and any appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows. You will be informed of the progress of the settlement.

This package explains the lawsuit, the proposed settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. You may access this Notice, the ~~Joint~~ Second Amended Stipulation Re: Class Action Settlement Agreement And Release at the Los Angeles Superior Court located at, 312 N. Spring Street, Room 255, Los Angeles, CA 90012 at the Clerk's Office. You can also access these documents electronically by visiting the settlement website [www.JessieLordBakeryClassAction.com](http://www.JessieLordBakeryClassAction.com).

The Court in charge of the case is the California Superior Court, County of Los Angeles. The lawsuit is known as *Jose Rodriguez v. Jessie Lord Bakery, LLC, et. al.*, Case No. BC 576747. The judge presiding over this case is the Honorable Maren Nelson.

### 2. What is this lawsuit about?

This lawsuit is about whether employees of Defendants were properly paid their wages for all hours worked, paid minimum wage, issued accurate wage statements, and timely paid all wages due upon termination of employment, whether Defendants owe the State of California penalties for these alleged violations, and whether Defendants engaged in unfair competition.

### 3. Why is this a class action?

In a class action lawsuit, one or more persons called "Class Representatives" (in this case Jose Rodriguez) sue on behalf of other people who may have similar claims. The people together are a "Class" or "Class Members." The former employee who sued, Jose Rodriguez, is also called the Plaintiff. The companies he sued (in this case Horizon and Jessie Lord) are called the Defendants. One court

QUESTIONS?

Call [PHONE NUMBER] or Visit [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)

resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

#### **4. Why is there a settlement?**

The Court has not decided in favor of Plaintiff or Defendants. The Plaintiff thinks he could win compensation for back wages, interest, attorney's fees, and penalties if he won a trial. The Defendants think the Plaintiff would not win at trial. However, instead of proceeding to trial, both sides agreed to a settlement. That way, they avoided the cost and risk of a trial and the employees affected who do not exclude themselves from the settlement will get compensation. The Plaintiff/Class Representative and the attorneys for the Class think this settlement is best for all Class Members.

## **WHO IS IN THE SETTLEMENT**

To see if you will get money from this settlement, you first have to determine if you are a Class Member.

#### **5. How do I know if I am part of the settlement?**

The Los Angeles County Superior Court decided that the class members include all persons who were non-exempt (hourly paid) employees of Jessie Lord and who were employees of Horizon assigned to work for Jessie Lord, at any time between March 26, 2011 to May 6, 2017.

Any questions regarding whether you are part of the settlement should be directed to Class Counsel, Ari Moss at Moss Bollinger, LLP at [phone number] or the Claims Administrator at [phone number].

## **THE SETTLEMENT BENEFITS—WHAT YOU GET**

#### **6. What does the settlement provide?**

Defendants have agreed to pay Six Hundred Fifty Thousand Dollars (\$650,000.00) to settle this lawsuit. From the settlement amount, the Plaintiff will ask the Court to award the following payments: Seven Hundred Fifty Dollars (\$750) to be paid to the State of California as civil penalties under the Labor Code Private Attorney General Act; Five Thousand Dollars (\$5,000) to be paid to the named Plaintiff for his participation in bringing and litigating the lawsuit; Two Hundred Twenty-Seven Thousand Five Hundred Dollars (\$227,500.00) in attorney's fees to class counsel for investigating the facts, litigating the case, and negotiating the settlement; up to Fifteen Thousand Dollars (\$15,000) for reimbursement of out-of-pocket expenses paid by the Plaintiff's attorneys incurred on behalf of the Class; and up to \$15,500 for the costs of claims administration to a neutral third-party administrator, which include the costs of printing and mailing this Notice, locating class members, processing settlement checks, and tax reporting services. The above listed deductions from the gross settlement amount must be approved by the Court. If the Court awards the penalties, fees, costs, and incentive payments sought, there will be approximately \$388,750.00 to distribute to Class Members in the Net

QUESTIONS?

Call [PHONE NUMBER] or Visit [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)



Settlement Amount.

## 7. How much will my payment be?

The method for determining your portion of the PAGA Settlement Payment is as follows. Each person who worked from March 23, 2014, through May 6, 2017, will receive a proportionate piece of the PAGA Settlement Payment attributable to PAGA Aggrieved employees based on the number of workweeks they worked. This will be calculated by dividing the PAGA Settlement Payment allocated to the PAGA Aggrieved Employees by the total number of workweeks worked by all PAGA Aggrieved Employees, and then multiplying that number by the number of workweeks worked by the individual PAGA Aggrieved Employee according to Defendants' records. Partial workweeks will be rounded up to the nearest full workweek. This formula will provide a fixed payment. 100% of this payment will be allocated as "penalties" and therefore not subject to tax withholdings.

If you do not exclude yourself from the Settlement Class, the method for determining your individual payment will be as follows. The total settlement amount will be reduced by attorneys' fees and costs, class representative service award, administrator costs, and the amount payable to the LWDA as part of the PAGA Settlement.

A Settlement Class Member's "Individual Settlement Payment" will be calculated by dividing the Net Settlement Amount (the total settlement after deducting attorneys' fees, costs, claims administration costs, the class representative's enhancement fee, and the LWDA's portion of PAGA penalties and the PAGA Aggrieved employees amount of the PAGA penalties) by the total number of workweeks worked by all Settlement Class Members for Jessie Lord or for Horizon at Jessie Lord during the period from March 26, 2011, to May 6, 2017, (the "Class Period") and then multiplying that number by the number of workweeks worked by the individual Settlement Class Member during the the Class Period. The number of workweeks are based on Defendants' records. Partial workweeks will be rounded up to the nearest full workweek. This formula will provide a fixed payment, less applicable state and federal withholding taxes, applicable payroll deductions, other deductions required by state and local law and the employer's share of social security taxes and FUTA taxes.

**BASED ON THE RECORDS PROVIDED BY DEFENDANTS, YOUR ESTIMATED PAYMENT IS: AMOUNT. THIS IS ONLY AN ESTIMATE AND MAY BE ALTERED BASED ON INFORMATION LEARNED DURING THE PERIOD BETWEEN NOW AND THE FINAL FAIRNESS HEARING**

For tax reporting purposes, the Parties have agreed that the amount paid to each Class Member (who does not file a Request For Exclusion) shall be treated as follows: 20 percent shall be allocated to wages reported on a W-2 form and 80 percent shall be allocated to penalties and interest reported on a 1099 form. The employers' portion of taxes will also be paid from the Net Settlement Amount.

Any questions regarding your "Individual Settlement Payment" should be directed to Class

QUESTIONS?

Call [PHONE NUMBER] or Visit [Visit] [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)

Counsel at 800-xxx-xxxx or the Claims Administrator at 800-xxx-xxxx.

### **Defendants' Records**

The number of weeks worked by Class Members during the relevant time period will be determined by reference to Defendants' records.

## **HOW YOU GET A PAYMENT**

### **8. How can I get a payment?**

- DO NOTHING, AND YOU WILL RECEIVE A PAYMENT.

### **9. When would I get my payment?**

The Court will hold a hearing on DATE, 2021, to decide whether to approve the settlement. If Judge Nelson approves the settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

## **RELEASE OF CLAIMS**

### **10. What am I giving up to get a payment ?**

You are in the class and will be bound by the Court's rulings, unless you exclude yourself by filing the Request For Exclusion form. If the court approves the settlement, it will mean that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants for any wage-related claims related to work performed in California between March 26, 2011, to May 6, 2017. The release below will apply to you. It also means that all of the Court's orders will apply to you and legally bind you.

As part of the settlement, so long as you do not file a Request for Exclusion, you are releasing the following claims: all causes of action alleged or that could have been alleged by the members of the Settlement Class based on the facts in the operative pleading, including all of the following claims for relief: (1) failure to pay all wages earned during each pay period including overtime and minimum wages; (2) failure to pay timely wages upon cessation of employment; (3) failure to furnish accurate wage statements; (4) unfair competition (Bus. & Prof. Code §§ 17200, *et seq.*); (5) violation of Labor Code §§ 2699 *et seq.*; (6) any other claims or penalties under the wage and hour laws pleaded in the Action or that could have been pleaded based on the allegations, claims, facts and/or legal theories alleged therein; and (7) all damages, penalties, interest, attorneys' fees, and other amounts recoverable under said causes of, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the operative pleadings, the applicable Wage Orders as to the facts alleged in the operative pleadings, and the California Unfair Competition Law as to the facts alleged in the operative pleadings. The Released Claims also include all claims Plaintiff and Settlement Class

QUESTIONS?

Call [PHONE NUMBER] or Visit [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)

Members may have against the Released Parties relating to (i) the payment and allocation of attorneys' fees and costs to Class Counsel pursuant to this Agreement and (ii) the payment of the Class Representative Service Award pursuant to this Agreement. The period applicable to the Released Claims shall extend from May 26, 2011, to the May 6, 2017 (i.e., the Class Period). It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiff and all Settlement Class Members who have not filed timely and valid Requests For Exclusion.

If you worked between March 23, 2014, and May 6, 2017 you are considered one of the PAGA Aggrieved Employees. ***If the court approves the settlement, then whether or not you exclude yourself from the Settlement Class, you will receive a payment as a PAGA Aggrieved Employee and you will no longer be able to*** to seek penalties pursuant to the California Labor Code Private Attorney General Act, arising from unpaid wages, late payment of final wages, and inaccurate wage statements.

*Who are you releasing?* If you do not file a Request for Exclusion, you are releasing: Defendants and their current and former affiliates and related entities, including, without limitation, their parents and subsidiaries, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past, present and/or future direct and/or indirect directors, officers, employees, partners, members, investors, principals, agents, insurers, co-insurers, re-insurers, shareholders, administrators, attorneys and personal or legal representatives.

#### **11. What happens if either Defendant fails to pay into the Settlement Fund?**

Both Jessie Lord Bakery, LLC and Horizon Peronnel Services, Inc. have agreed to pay a portion of the settlement amount. If one of the Defendants fails to pay its portion of the settlement amount, the paying Defendant and the Plaintiff will have to go back into Court and request a new Preliminary Approval Order.

The Defendant that does pay will further seek an order from the Court of a "good faith settlement" that releases them from any further obligation to fund or pay a settlement.

Finally, Jose Rodriguez and his attorneys will continue pursuing this case on behalf of you and the Class against the Defendant that does not contribute to the Settlement.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this lawsuit and settlement, but you want to keep the right to sue or continue to sue Defendants, then you must take steps to exclude yourself from the settlement. This is sometimes referred to as "opting out".

#### **12. How do I get out of the lawsuit?**

To exclude yourself from the lawsuit and settlement, you must complete a Request For Exclusion form (COLOR form included herewith) and mail it to the Administrator. Your Request For Exclusion form

QUESTIONS?  
Call [PHONE NUMBER] or Visit [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)



must be sent no later than **Month 00, 2021**, to:

Jessie Lord Bakery, LLC Class Action Administrator

c/o [xxxx]

[Address]

[City], [State] [zip]

or

e-mailed to ADMIN E-MAIL

or

faxed to ADMIN FAX

or YOU CAN TAKE A PICTURE OF THE FORM AND TEXT IT TO **NUMBER** OR YOU CAN UPLOAD IT TO THE SETTLEMENT WEBSITE (JessieLordBakeryClassAction.com)

*Note, if you worked between March 23, 2014, and May 6, 2017, whether or not you exclude yourself from the Settlement Class, as a PAGA Aggrieved Employee you will receive a PAGA Settlement Payment and your right to seek a further award against Defendants pursuant to the California Labor Code Private Attorney General Act ("PAGA") arising from unpaid wages, late payment of final wages, and inaccurate wage statements will be extinguished.*

**13. If I don't exclude myself, can I sue the Defendants for the same thing later?**

**No.** Unless you exclude yourself, you give up any right to sue Defendants for the claims that this settlement resolves or any wage and hour claims that could have been alleged in this lawsuit. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is **Month 00, 2021**.

**14. If I exclude myself, can I get money from this settlement?**

If you exclude yourself, you will not receive an Individual Settlement Payment. **However**, if you worked for Defendants between March 23, 2014, and May 6, 2017, you will receive a PAGA Settlement Payment whether you exclude yourself or not.

**15. If I exclude myself, can I object to the settlement?**

**No.** If you exclude yourself, you will not receive an Individual Settlement Payment. If you worked for Defendants between March 23, 2014, and May 6, 2017, you will receive a PAGA Settlement Payment whether you exclude yourself or not.

## THE LAWYERS REPRESENTING YOU

**16. Do I have a lawyer in this case?**

QUESTIONS?

Call [PHONE NUMBER] or Visit [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)



Moss Bollinger, LLP and the Law Office of Sahag Majarian, II have petitioned the Court to represent you and other Class Members in this class action. The Court has made no final determination as to whether or not they may represent you, but has allowed this notice to be mailed out based on a settlement negotiated by Moss Bollinger, LLP and the Law Offices of Sahag Majarian, II. These lawyers seek to become Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### 17. How will the lawyers be paid?

If the Court grants final approval of this settlement, and determines that Moss Bollinger, LLP and the Law Offices of Sahag Majarian, II can serve as Class Counsel, they will ask the Court to approve payment of up to Two Hundred Twenty-Seven Thousand Five Hundred Dollars (\$227,500.00) (approximately 35% of the gross settlement amount) to them for attorneys' fees and up to Fifteen Thousand Dollars (\$15,000) for actual expenses already advanced by the attorneys. The fees would pay Class Counsel for bringing the lawsuit on your behalf, investigating the facts, litigating the case and negotiating the settlement. The Court may award less than these amounts. If the court approves less than these amounts, the difference will become part of the Net Settlement Fund. The Defendants have agreed not to oppose these fees and expenses.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

#### 18. How do I tell the Court that I don't like the settlement?

If you are a Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the settlement in *Jose Rodriguez v. Jessie Lord Bakery, LLC, et. al.*, Case No. BC 576747. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. Send the objection no later than **Month 00, 2021** to:

Jessie Lord Bakery, LLC Class Action Administrator

c/o [xxxx]

[Address]

[City], [State] [zip]

or

e-mailed to ADMIN E-MAIL

or

faxed to ADMIN FAX

*If you wish to appear at the final hearing on the approval of this settlement to have the Court determine the merits of your objection, you may appear remotely by contacting LA Court Connect and scheduling a telephonic or video appearance. LA Court Connect can be reach at <https://my.lacourt.org/laccwelcome>*

QUESTIONS?

Call [PHONE NUMBER] or Visit [JessieLordBakeryClassAction.com](https://www.JessieLordBakeryClassAction.com)

**19. What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to release your claims. If you exclude yourself, you have no basis to object because the case no longer affects you. If you file an Exclusion and an Objection, the Objection will be rejected in favor of the Exclusion.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to grant final approval to the settlement. You may attend and you may ask to speak at the hearing, but you do not have to.

**20. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing at 9:30am on **DATE**, 2021, at the Los Angeles County Superior Court, Department 17307, 312 N. Spring Street, Los Angeles, CA 90012.

At this point we believe the hearing will be held remotely because of restricted access to the court buildings because of COVID-19. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Nelson may allow Class Members who have submitted objections to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

**21. Do I have to come to the hearing?**

No, you are welcome to come to the hearing, but you are not required to attend in order to receive your share of the money. Class Counsel will answer questions Judge Nelson may have about the settlement. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**If you wish to appear at the Fairness Hearing now scheduled for **DATE**, you may appear remotely through telephone or video conference. To schedule your remote appearance please contact LA Court Connect at **CONTACT**.**

**22. May I speak at the hearing?**

If you attend the Fairness Hearing, you may ask the Court for permission to speak. You cannot speak at the hearing if you excluded yourself.

## **IF YOU DO NOTHING**

QUESTIONS?

Call **PHONE NUMBER** or Visit [JessieLordBakeryClassAction.com](https://www.JessieLordBakeryClassAction.com)

-11-

**23. What happens if I do nothing at all?**

If you do nothing and the Court orders final approval of the settlement, you will be entitled to money from the settlement funds, but you will be unable to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about California wage and hour issues, arising out of work performed from March 26, 2011 to May 6, 2017, ever again.

## **GETTING MORE INFORMATION**

**24. Are there more details about the settlement?**

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling Class Counsel at Moss Bollinger, LLP, 15300 Ventura Boulevard, Suite 207, Sherman Oaks, California, 91403, or the Law Office of Sahag Majarian, II, 18250 Ventura Boulevard, Tarzana, California 91356, or by calling toll free 888-000-0000. You can also contact the Claims Administrator at [Claims Admin. Name], [Claims Admin. Address], or by calling (toll free 800-000-0000). You may access this Notice, the Joint Stipulation for Class Action Settlement, and contact information for Class Counsel at 1-800-249-1175. If you need any additional information, you may contact Class Counsel directly. Please do not contact Defendants, or their respective attorneys with questions about the case or the settlement.

You may also go the Settlement Website at [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com), to get additional information.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE COURT STAFF ABOUT THE SETTLEMENT.**

**25. How do I get more information?**

**PLEASE DO NOT CONTACT THE COURTROOM ABOUT YOUR CASE. NEITHER THE JUDGE NOR THE COURTROOM STAFF CAN PROVIDE YOU ANY ADDITIONAL INFORMATION.**

For additional information about this action, you may examine the court papers filed in this lawsuit during the court's regular business hours at the office of the clerk of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Room, Los Angeles, California 90012. You may also seek advice and guidance of your own attorney at your own expense.

You can visit the Settlement Website at [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)

Or, you can contact Class Counsel. Class counsel can be reached at:

Ari E. Moss, Esq. Moss Bollinger, LLP 15300 Ventura Boulevard, Suite 207 Sherman Oaks, California, 91403	Sahag Majarian, II Law Office of Sahag Majarian, II 18250 Ventura Boulevard Tarzana, California 91356
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QUESTIONS?

Call [PHONE NUMBER] or Visit [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)

Tel: 888-249-1175 (toll free) or (310) 982-2984  
Fax: (310) 861-0389  
Website: <http://mossbollinger.com>  
Email: [ari@arimoss.com](mailto:ari@arimoss.com)

Tel: 800-485-1049 (toll free) or (818) 609-0807  
Fax: (818) 609-0892  
Website: <http://majarianlaw.com>  
Email: [sahagii@aol.com](mailto:sahagii@aol.com)

## 26. What if my information changes or is incorrect?

**Address change.** A Change of Information Form is included with this Notice. If your address changes please use the Form to report your new address to the Administrator at:

Jessie Lord Bakery, LLC Class Action Administrator  
c/o [xxxx]  
[Address]  
[City], [State] [zip]  
or  
e-mailed to ADMIN E-MAIL  
or  
faxed to ADMIN FAX

Additionally, if you wish, you may go to the Settlement Website  
([JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)) and update your information there.

### **REMEMBER IT IS YOUR RESPONSIBILITY TO KEEP THE ADMINISTRATOR INFORMED IF AND WHEN YOUR CONTACT INFORMATION CHANGES.**

**Workweeks.** The records of Defendants indicate that the total number of workdays you worked for them was **NUMBER**. This totals to **NUMBER** of workweeks. If you believe this information is incorrect, you may fill out the Change of Information Form provided with this Notice. Send the Form along with any additional documentation or information to:

Jessie Lord Bakery, LLC Class Action Administrator  
c/o [xxxx]  
[Address]  
[City], [State] [zip]  
or  
e-mailed to ADMIN E-MAIL  
or  
faxed to ADMIN FAX

Additionally, if you wish, you may go to the Settlement Website  
([JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)) and update your information there, and then email any additional information.

*If you believe you worked more weeks than indicated, the administrator will consider any information you provide to support your position and will make a final determination of whether the information provided by Defendants is correct. The decision of the administrator is final.*

QUESTIONS?  
Call [PHONE NUMBER] or Visit [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)



**27. How will I learn about what happens at the Fairness Hearing?**

The Court will hold a Fairness Hearing before payment is issued. The Fairness Hearing is now scheduled for **DATE**.

After the Fairness Hearing, the Court will be asked to issue a Judgment. If the Court issues a Judgment, the Settlement Administrator will, within three business days, post the Judgment on the Settlement Website (JessieLordBakeryClassAction.com) for you to review.

The Court may, on its own, change the date and time of the Final Fairness Hearing. If the Court changes the date and/or time for the Final Fairness Hearing, the Settlement Website JessieLordBakeryClassAction.com will have that information as soon as it is made available.

**28. What happens if my check is lost or is not cashed within 90 days of mailing?**

If the Court approves the settlement and you are entitled to a payment, , you will receive a check after the Court's Fairness Hearing.

The check must be deposited or cashed within 90 days of mailing. If you lose the check, or do not deposit it within 90 days, the Settlement Administrator will provide payment to the California unclaimed property fund managed by the Controller of the State of California.

QUESTIONS?

Call [**PHONE NUMBER**] or Visit [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com)

# **EXHIBIT B**

**REQUEST FOR EXCLUSION FORM**

*Jose Rodriguez v. Jessie Lord Bakery, LLC, et. al., Case No. BC 576747*  
Superior Court of the State of California, County of Los Angeles

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT,  
DO NOT FILL OUT THIS FORM.**

**IF YOU WORKED ANYTIME BETWEEN MARCH 23, 2014 AND MAY 6, 2017 THIS FORM, WHILE IT WILL  
OPT YOU OUT OF THE SETTLEMENT CLASS WILL NOT EXCLUDE YOU FROM PAYMENT FOR CLAIMS  
PURSUANT TO THE CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT ("PAGA")**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE CLASS ACTION  
SETTLEMENT, YOU MUST SIGN THIS DOCUMENT AND SEND IT TO THE ADMINISTRATOR [SEE BELOW]  
NO LATER THAN  
\_\_\_\_\_, 2021.**

**PLEASE NOTE THAT IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS YOU MAY NOT  
OBJECT TO THE SETTLEMENT. IF YOU WISH TO OBJECT TO THE SETTLEMENT DO NOT FILL OUT THIS  
FORM AND FILE AN OBJECTION.**

Jessie Lord Bakery, LLC Class Action Administrator  
c/o [ADMIN]  
[Address]  
[City], [State] [zip]  
or  
e-mailed to ADMIN E-MAIL  
or  
faxed to ADMIN FAX  
or  
upload at JessieLordBakeryClassAction.com

I declare as follows:

I was employed as an hourly non-exempt employee for Defendants at some point from March 26, 2011 through May 6, 2017. I have received and reviewed the Notice of Class Action Settlement in this action and I wish to be ***excluded*** from the class and ***not*** participate in the proposed settlement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number, Including Area Code)

XXX – XX – \_\_\_\_\_

(Social Security Number – last 4 digits only)

# **EXHIBIT C**



**NOTICE OF CHANGE OF INFORMATION**

*Jose Rodriguez v. Jessie Lord Bakery, LLC, et. al., Case No. BC 576747*  
Superior Court of the State of California, County of Los Angeles

**THE RECORDS PROVIDED BY THE DEFENDANTS INDICATE THE FOLLOWING:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Dates of Work applicable to this case: \_\_\_\_\_ (TOTAL WORKWEEKS \_\_\_\_\_)

**If any of the above information is not correct, please provide updated information.**

**YOU MUST SUBMIT THIS FORM WITH ADDITIONAL DOCUMENTS (IF YOU HAVE THEM) NO LATER THAN **DATE****

Updated Address: \_\_\_\_\_

\_\_\_\_\_

Corrected dates of work: \_\_\_\_\_

*If you believe that the information regarding the dates you worked is not correct, please provide any documents that support your position.*

**If you have questions, you can visit the SETTLEMENT WEBSITE [JessieLordBakeryClassAction.com](http://JessieLordBakeryClassAction.com), or **CALL (AMIN NO.)****

**PLEASE SEND ALL CHANGES TO:**

Jessie Lord Bakery, LLC Class Action Administrator  
c/o [ADMIN]  
[Address]  
[City], [State] [zip]  
or  
e-mailed to ADMIN E-MAIL  
or  
faxed to ADMIN FAX

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**Last Four** Digits of Social Security Number: \_\_\_\_\_

# **EXHIBIT D**

**LAW OFFICES OF ARI MOSS**  
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ARI@ARIMOSS.COM

March 23, 2015

**VIA Certified U.S. Mail**

Secretary David M. Lanier  
Cal. Labor & Workforce Development Agency  
Attn. PAGA Administrator  
455 Golden Gate Avenue, 9th Floor  
San Francisco, California 94102

Carlos Lopez, Agent for Service of Process  
Horizon Personnel Services, Inc.  
1455 Response Road, Suite 215  
Sacramento, California 95815

Stephen Y S Lee, Agent for Service of Process  
Jessie Lord Bakery, LLC  
21100 S. Western Ave  
Torrance, California 90501

RE: Notice Pursuant to Labor Code § 2699.3(a)(1)  
Labor Code Private Attorney General Act ("PAGA")

Employee: **Jose Rodriguez**, on behalf of themselves and other aggrieved employees of  
Jessie Lord Bakery and Horizon Personnel Services

Dear Secretary Lanier:

Pursuant to the Private Attorney General Act of 2004, California Labor Code § 2698 *et seq.* ("PAGA"), representative plaintiff, Jose Rodriguez, on behalf of himself and all other similarly situated California employees, gives notice of his allegations that his former joint employers, Jessie Lord Bakery ("Jessie Lord") and Horizon Personnel Services ("Horizon") violated the California Labor Code during h period of employment.

**RELEVANT FACTS**

Horizon Personnel Services, Inc. is a private staffing firm operating throughout the United States. Horizon provides light industrial manufacturing employees throughout Southern California to various businesses.

Jesse Lord Bakery, LLC produces pies in Los Angeles County, California and uses Horizon Personnel joint-employees to bake said pies.

Horizon and Jessie Lord employed Mr. Rodriguez within the 12 months prior to the mailing of this letter.

Often, if not regularly, Mr. Rodriguez worked shifts that had a non-neutral rounding policy which meant that Jessie Lord and Horizon did not pay him for all hours and all overtime hours worked.

Throughout his employment with Horizon, Mr. Rodriguez would earn vacation wages as a part of his compensation.

Throughout his employment, Horizon provided Mr. Rodriguez with wage statements that did not include a listing of all hours worked or all wages earned.

Upon termination, Mr. Rodriguez did not receive payment of all vacation wages earned.

At no time prior to sending this letter did either Horizon or Jessie Lord cure the defects listed below by compensating the aggrieved employees for any wages owed.

### **THEORY OF LABOR CODE VIOLATIONS**

#### **Failure to Pay All Wages and All Overtime Wages**

Both the Labor Code and the applicable IWC Wage Orders require that employees be compensated for all hour worked. Additionally, Labor Code § 510(a) requires that the proper wage for hours in excess of eight in one day is 1.5 times the employee's regular rate.

Labor Code § 558 imposes civil penalties upon an employer for violation of the Labor Code Chapter relating to working hours or any provision regulating hours and days of work in any order of the Industrial Welfare Commission.

Because Horizon and Jessie Lord implemented a rounding practice that failed to pay the proper rate of pay for all hours worked, and because such rounding practice was not neutral, Jessie Lord and Horizon failed to pay all wages owed to the employees and therefore is subject to civil penalties pursuant to Labor Code § 558.

#### **Continuation Wages**

Labor Code §§ 201 and 202 require payment of all wages upon termination (or within 72 hours of resignation). Labor Code § 203 provides for continuation wages if the employer willfully fails to pay all wages owing. Jessie Lord and Horizon willfully failed to pay employees for all hours worked, resulting in underpayment of wages. Horizon failed to pay all earned but unused vacation time at the cessation of the employment relationship. Mr. Rodriguez, the aggrieved employee, alleges that because those wages were not paid upon termination he and other former employees, are entitled to the wage penalties contemplated by Labor Code § 203.

#### **Failure to Furnish Wage Statements in Accord With California Law**

Horizon violated California Labor Code §226 by willfully failing to furnish the foregoing aggrieved employee and the other California employees with accurate wage statements showing the correct hours worked and/or wages earned, showing vacation wages earned, and showing the address of Horizon as required by *Willner v. Manpower*. Moreover, California law provides that each employee is entitled to

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such wage statements. Under Labor Code §§ 226(e), 226.3 and 2698 *et seq.*, Horizon is therefore subject to civil penalties.

**CONCLUSION**

The aggrieved employees identified herein request a response from the LWDA pursuant to Labor Code §2699.3(a)(2) at its earliest opportunity.

Thank you for your immediate attention to this matter. If you have any questions, please do not hesitate to contact me at (310) 982-2984 ext. 3.

Sincerely,  
LAW OFFICES OF ARI MOSS



Ari E. Moss

cc: Sahag Majarian, II (via e-mail)