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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

MARLON RAMON GUILLEN, individually
and on behalf of others similarly situated,

Plaintiff,

vs.

MAX'S ARTISAN BREADS, INC., a
California corporation; PARTNERS
PERSONNEL – MANAGEMENT
SERVICES, LLC; a Delaware limited liability
company; NEXEM PARTNERS, LLC; a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 21CECG02164

*Assigned for all purposes to: Hon. Kristi
Culver Kapetan, Dept. 403*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

1 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and
2 between Plaintiff Marlon Ramon Guillen, individually and on behalf of the Settlement Class and
3 Defendants Max’s Artisan Breads, Inc., Partners Personnel—Management Services, LLC, and
4 Nexem Partners, LLC.
5

6 **DEFINITIONS**

7 1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class
8 Action and PAGA Settlement.

9 2. “Action” means the court action, entitled “*Marlon Ramon Guillen et al v. Max’s*
10 *Artisan Breads, Inc. et. al* Case No. 21CECG02164, pending before the Fresno County Superior
11 Court.

12 3. “Class Counsel” means Protection Law Group, LLP.

13 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s
14 litigation and resolution of this Action and their expenses and costs incurred in connection with
15 the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request
16 attorneys’ fees not to exceed Thirty-Four Percent (34%) of the Gross Settlement Amount, i.e.
17 One Hundred and Sixty-Nine Thousand Six Hundred and Sixty Dollars (\$169,660.00) and the
18 reimbursement costs and expenses associated with the litigation and settlement of the Action, not
19 to exceed Thirty Thousand Dollars (\$30,000.00), subject to the Court’s approval. Defendants
20 have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and
21 expenses in the amount set forth above.

22 5. “Class List” means a complete list of all Class Members that Defendants will
23 diligently and in good faith compile from their records and provide to the Settlement
24 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement.
25 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will
26 include Class Member’s: (1) full name; (2) last known home address; (3) last known telephone
27 number; (4) social security number; (5) start and end dates of active employment as Class
28 Members; (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA

1 Period; and (8) any other information required by the Settlement Administrator in order to
2 effectuate the terms of the Settlement.

3 6. “Class” or “Class Members” means all current and former non-exempt employees
4 of Max’s Artisan Breads, Inc. and employees of Partners Personnel—Management Services,
5 LLC, and Nexem Partners, LLC who worked on an assignment at Max’s Artisan Breads, Inc., in
6 the state of California, at any time during the Class Period.

7 7. “Class Period” means the period from July 28, 2017, through May 22, 2022.

8 8. “Class Representative” means Plaintiff Marlon Ramon Guillen in his capacity as
9 representative of the Participating Class Members.

10 9. “Class Representative Enhancement Payment” means the amount that the Court
11 authorizes to be paid to Plaintiff Marlon Ramon Guillen, in addition to his Individual Settlement
12 Payments, in recognition of the efforts and risks he has taken in assisting with the prosecution of
13 the Action and in exchange for the General Release of his claims as provided herein.

14 10. “Court” means the Superior Court of the State of California for the County of
15 Fresno.

16 11. “Defendants” means Max’s Artisan Breads, Inc., Partners Personnel—
17 Management Services, LLC, and Nexem Partners, LLC.

18 12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all
19 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an
20 objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed
21 (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in
22 a way that does not alter the terms of the settlement

23 13. “Final Approval” means the Court entering an order granting final approval of the
24 Settlement Agreement.

25 14. “Gross Settlement Amount” means the sum of Four Hundred and Ninety-Nine
26 Thousand Dollars (\$499,000). The Gross Settlement Amount is non-reversionary; no portion of
27 the Gross Settlement Amount will return to Defendants.

1 15. “Individual Settlement Payment” means the amount payable from the Net
2 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
3 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
4 Payments shall be paid by a Settlement Check made payable to Participating Class Members
5 and/or PAGA Members.

6 16. “Net Settlement Amount” means the funds available for payments to the Class,
7 which shall be amount remaining after the following amounts are deducted from the Gross
8 Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement
9 Administration Costs, (4) Class Representative Enhancement Payments to Plaintiff; and (5) the
10 PAGA Payment to the LWDA and PAGA Members.

11 17. “Notice” means the Notice of Class Action Settlement in a form substantially
12 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ last
13 known addresses and which will provide Class Members with information regarding the Action
14 and information regarding the settlement of the Action.

15 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
16 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

17 19. “PAGA Payment” means the amount that the Parties have agreed to allocate in
18 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
19 2698, *et seq.*)(“PAGA”). The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of
20 the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims.
21 Seventy Five Percent (75%) of this amount (\$37,500.00) will be paid to the California Labor and
22 Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty Five
23 Percent (25%) of this amount (\$12,500.00), will be distributed to PAGA Members. PAGA
24 Members will receive payment from the employee portion of the PAGA Payment regardless of
25 their decision to participate in the class action if the PAGA Payment is approved by the Court.

26 20. “PAGA Period” means the period from July 28, 2020, through May 22, 2022.

27 21. “PAGA Members” means all current and former non-exempt employees of Max’s
28 Artisan Breads, Inc. and employees of Partners Personnel—Management Services, LLC, and

1 Nexem Partners, LLC who worked on an assignment at Max’s Artisan Breads, Inc., in the state
2 of California, at any time during the PAGA Period.

3 22. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean
4 either Plaintiff or Defendants, individually.

5 23. “Participating Class Members” means all Class Members who do not submit valid
6 and timely Requests for Exclusion.

7 24. “Plaintiff” means Marlon Ramon Guillen.

8 25. “Preliminary Approval” means the Court order granting preliminary approval of
9 the Settlement Agreement.

10 26. “Objection” means a Class Member’s valid and timely written objection to the
11 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
12 address, telephone number, last four digits of the employee’s social security number or employee
13 ID number and (b) the name of the case and case number; and (c) a written statement of all
14 grounds for the objection accompanied by legal support, if any, for such objection.

15 27. “Released Class Claims” means claims, rights, demands, liabilities and causes of
16 actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in
17 the operative complaint in the Action including the following claims: (i) failure to pay all regular
18 wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or
19 compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof;
20 (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate
21 wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii)
22 failure to provide timely pay wages during employment ; and (viii) unfair business practices
23 that could have been premised on the facts pled in the operative complaint.

24 28. “Released PAGA Claims” means all claims for civil penalties under the
25 California Labor Code Private Attorneys General Act of 2004 that could have been premised on
26 the facts alleged both in the PAGA Notice provided to the LWDA and in the operative complaint
27 including but not limited to penalties that could have been awarded pursuant to Labor Code
28 sections 210, 226.3, 1197.1, 558, and 2699.

1 29. “Released Parties” means Max’s Artisan Breads, Inc, Partners Personnel—
2 Management Services, LLC, and Nexem Partners, LLC, as named by Plaintiff in the operative
3 complaint and their past, present and/or future, direct and/or indirect, officers, directors,
4 members, managers, employees, agents, representatives, attorneys, insurers, partners, investors,
5 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
6 successors, assigns, and joint venturers.

7 30. “Request for Exclusion” means a valid and timely written statement submitted by
8 a Class Member requesting to be excluded from the Action. To be effective, the Request for
9 Exclusion must contain: (a) the Class Member’s name, address, telephone number, and the last
10 four digits of the Class Member’s Social Security number and/or the Employee ID number and
11 (b) a clear statement requesting to be excluded from the settlement of the class claims similar to
12 the following: “I wish to exclude myself from the class settlement reached in the matter of
13 *Guillen v. Max’s Artisan Breads, Inc.* I understand that by excluding myself, I will not receive
14 money from the settlement of my individual claims.” To be effective, the Request for Exclusion
15 must be post-marked by the Response Deadline and received by the Settlement Administrator.
16 The Request for Exclusion shall not be effective as to the release of claims arising under the
17 Private Attorneys General Act.

18 31. “Response Deadline” means the date sixty (60) days after the Settlement
19 Administrator mails Notice to Class Members and the last date on which Class Members may
20 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In
21 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
22 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
23 Requests for Exclusion or objections will be extended fifteen (15) calendar days for any Class
24 Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on
25 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
26 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
27 express agreement between Class Counsel and Defendants. Under no circumstances, however,
28

1 will the Settlement Administrator have the authority to unilaterally extend the deadline for Class
2 Members to submit a Request for Exclusion or objection to the settlement.

3 32. "Settlement" means the disposition of the Action pursuant to this Agreement.

4 33. "Settlement Administrator" means Phoenix Settlement Administrators. The
5 Parties each represent that they do not have any financial interest in the Settlement Administrator
6 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
7 interest.

8 34. "Settlement Administration Costs" mean the costs payable from the Gross
9 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
10 but not limited to, printing, distributing, and tracking documents for this Settlement,
11 calculating/confirming the class member Workweeks from the information contained in the
12 Class List, calculating each Participating Class Member's Individual Settlement Payment, tax
13 reporting, distributing the Gross Settlement Amount, providing necessary reports and
14 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
15 as requested by the Parties. Settlement Administration Costs shall not exceed Ten Thousand
16 Dollars (\$10,000.00).

17 35. "Workweek" shall mean any week where a Class Member actively worked on at
18 least 1 day for Max's Artisan Breads, Inc. or on an assignment at Max's Artisan Breads, Inc.
19 during the Class Period and recorded time in Max's Artisan Bread's timekeeping system.

20 **TERMS OF AGREEMENT**

21 36. Settlement Consideration: Defendants shall fund the Gross Settlement Amount
22 and all applicable employer-side payroll taxes following Final Approval by the Court and the
23 occurrence of the Effective Date. The following will be paid out of the Gross Settlement
24 Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement
25 Payments, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement
26 Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on
27 the Individual Settlement Payments, or as a result of an increase in the number of workweeks as
28 set forth below, Defendants shall not be required to pay more than the Gross Settlement Amount.

1 The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount
2 will revert to Defendants.

3 37. Potential Increase to the Gross Settlement Amount: Defendants have represented
4 there were approximately 21,000 Workweeks worked by Class Members between July 28, 2017,
5 and January 27, 2022. Should the actual number of Workweeks during this period increase by
6 more than ten percent (10%) (i.e. by more than 2,100 Workweeks) Defendants shall increase the
7 Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of
8 Workweeks worked by the Class Members above 10%. For example, if the number of
9 Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%.

10 38. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of
11 the Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount and
12 all applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be
13 established by the Settlement Administrator. Defendants shall provide all information necessary
14 for the Settlement Administrator to calculate necessary payroll taxes including its official name,
15 8 digit state unemployment insurance tax ID number, and other information requested by the
16 Settlement Administrator, no later than seven (7) calendar days of the Effective Date.

17 39. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
18 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
19 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce
20 Development Agency; (c) the Class Representative Enhancement Payment; (d) Class Counsel’s
21 Fees and Costs and (e) Settlement Administration Costs.

22 40. Attorneys’ Fees and Costs: Defendants agree not to oppose any application or
23 motion by Class Counsel for attorneys’ fees of not more than One Hundred and Sixty-Nine
24 Thousand Six Hundred and Sixty Dollars (\$169,660.00) plus the reimbursement of costs and
25 expenses associated with the litigation and settlement of the Action, in an amount not to exceed
26 Thirty Thousand Dollars (\$30,000.00), both of which will be paid from the Gross Settlement
27 Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall
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1 be reallocated to the Net Settlement Amount and distributed to Participating Class Members as
2 provided in this Agreement.

3 41. Class Representative Enhancement Payment: Defendants agree not to oppose or
4 object to any application or motion by Plaintiff for a Class Representative Enhancement Payment
5 up to Five Thousand Dollars (\$5,000) for Plaintiff. The Class Representative Enhancement
6 Payment is in exchange for the General Release of the Plaintiff's individual claims and for his
7 time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class
8 Representative Enhancement Payment that is not awarded to the Class Representative shall be
9 reallocated to the Net Settlement Amount and distributed to Participating Class Members as
10 provided in this Agreement.

11 42. Settlement Administration Costs: The Settlement Administrator will be paid for
12 the reasonable costs of administration of the Settlement and distribution of payments from the
13 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs
14 shall not exceed Ten Thousand Dollars (\$10,000). .

15 43. PAGA Payment: Fifty Thousand Dollars (\$50,000.00) shall be allocated from the
16 Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The
17 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Thirty-
18 Seven Thousand Five Hundred Dollars (\$37,500.00), to the California Labor and Workforce
19 Development Agency ("LWDA"). Twelve Thousand Five Hundred Dollars (\$12,500) will be
20 distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks
21 worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their
22 portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

23 44. Net Settlement Amount for Payment of Class Claims: The Net Settlement
24 Amount will be used to satisfy the class portion of Participating Class Members Individual
25 Settlement Payments in accordance with the terms of this Agreement. The estimated Net
26 Settlement Amount is as follows:

Gross Settlement Amount	\$	499,000.00
Enhancement Payment:	\$	5,000.00

1	Class Counsel's Fees:	\$	169,660.00
2	Class Counsel's Costs:	\$	30,000.00
3	PAGA Payment	\$	50,000.00
4	Settlement Administration Costs:	\$	10,000.00
5	Estimated Net Settlement Amount	\$	234,340.00

6
7 45. Individual Settlement Payment Calculations: Individual Settlement Payments will
8 be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated
9 for PAGA Members and shall be paid pursuant to the formula set forth herein:

10 a) Calculation of Class Portion of Individual Settlement Payments:

11 The Settlement Administrator will calculate the total Workweeks for all Participating Class
12 Members by adding the number of Workweeks worked by each Participating Class Member
13 during the Class Period. The respective Workweeks for each Participating Class Member will be
14 divided by the total Workweeks for all Participating Class Members, resulting in the Payment
15 Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio
16 will then be multiplied by the Net Settlement Amount to calculate each Settlement Class
17 Member's estimated share of the Net Settlement Amount.

18 b) Calculation of PAGA Portion of Individual Settlement Payments:

19 The Settlement Administrator will calculate the total Workweeks for all PAGA Members by
20 adding the number of Workweeks worked by each PAGA Member during the PAGA Period.
21 The respective Workweeks for each PAGA Member will be divided by the total Workweeks for
22 all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA
23 Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment
24 to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members
25 shall receive this portion of their Individual Settlement Payment regardless of whether they opt
26 out of participating in the settlement of the class claims.
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1 c) Allocation of Individual Settlement Payments: All Individual
2 Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual
3 Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest,
4 and forty percent (40%) shall be allocated as penalties. The portion of the Individual Settlement
5 Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form
6 W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the
7 Settlement Administrator.

8 46. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
9 Participating Class Members under this Settlement, as well as any other payments made pursuant
10 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
11 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
12 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
13 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
14 affect any rights, contributions, or amounts to which any Class Members may be entitled under
15 any benefit plans.

16 47. Settlement Administration Process: The Parties agree to cooperate in the
17 administration of the Settlement and to make all reasonable efforts to control and minimize the
18 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
19 will provide the following services:

- 20 a) Establish and maintain a Qualified Settlement Fund.
21 b) Calculate the Individual Settlement Payment each Participating Class
22 Member is eligible to receive and the portion of the PAGA Payment each
23 PAGA Member shall receive.
24 c) Print and mail the Notice.
25 d) Conduct additional address searches for mailed Notices that are returned
26 as undeliverable.
27 e) Process Requests for Exclusion and field inquiries from Class Members.
28

- f) Print and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- g) Provide declarations and/or other information to the Court as requested by the Parties and/or the Court regarding the settlement administration process.
- h) Provide weekly status reports to counsel for the Parties.
- i) Post a notice of final judgment online at the Settlement Administrator's website.
- j) Translate the Notice from English to Spanish.
- k) Identify Opt-Outs and Report Opt-Outs to the Parties.

48. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator. This is a material term of the Settlement, and if Defendants fail to comply, Plaintiff shall have the right to void the Settlement

49. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

50. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a

1 single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is
2 returned as undeliverable to a current employee, then Defendants shall make all reasonable
3 efforts to obtain the current address from the Class Member and provide the same within seven
4 (7) calendar days of notice from the Settlement Administrator. Those Class Members who
5 receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a)
6 an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for
7 Exclusion, or an objection to the Settlement.

8 51. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
9 information regarding the nature of the Action; (b) a summary of the Settlement's principal
10 terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member
11 worked for Defendants during the Settlement Class Period; (e) each Class Member's estimated
12 Individual Settlement Payment and the formula for calculating Individual Settlement Payments;
13 (f) the dates which comprise the Class Period; (g) the deadlines by which the Class Member must
14 postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (h) the
15 claims to be released, as set forth herein; and (j) the date for the final approval hearing.

16 52. Disputed Information on Notice: Class Members will have an opportunity to
17 dispute the information provided in their Notice. To the extent Class Members dispute the
18 number of Workweeks with which they have been credited or the amount of their Individual
19 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
20 showing that such information is inaccurate. Absent evidence rebutting Defendants' records,
21 Defendants' records will be presumed determinative. However, if a Class Member produces
22 evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence
23 submitted by the Class Member and the Parties will make the final decision as to the number of
24 eligible Workweeks that should be applied and/or the Individual Settlement Payment to which
25 the Class Member may be entitled. If the Parties do not agree, the dispute will be submitted to
26 the Court.

27 53. Defective Submissions: If a Class Member's Request for Exclusion is defective as
28 to the requirements listed herein, that Class Member will be given an opportunity to cure the

1 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
2 business days of receiving the defective submission to advise the Class Member that his or her
3 submission is defective and that the defect must be cured to render the Request for Exclusion
4 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
5 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
6 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
7 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
8 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
9 untimely.

10 54. Request for Exclusion Procedures: Any Class Member wishing to opt-out from
11 the Action must sign and postmark a written Request for Exclusion to the Settlement
12 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
13 Member's name, address, telephone number, and the last four digits of the Class Member's
14 Social Security number and/or the Employee ID number and (b) a clear statement requesting to
15 be excluded from the settlement of the class claims similar to the following: "I wish to exclude
16 myself from the class settlement reached in the matter of *Guillen v. Max's Artisan Breads, Inc.* I
17 understand that by excluding myself, I will not receive money from the settlement of my
18 individual claims." The date of the postmark on the return mailing envelope receipt confirmation
19 will be the exclusive means to determine whether a Request for Exclusion has been timely
20 submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who
21 will certify jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion that
22 were timely submitted. All Class Members who do not request exclusion from the Action will be
23 bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the
24 Court. The Request for Exclusion shall not be effective as to the release of claims arising under
25 the Private Attorneys General Act.

26 55. Defendants' Right to Rescind: If five percent (5%) or more of the Class Members
27 (rounded to the next whole number) elect not to participate in the Settlement, Defendants may, at
28 their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be

1 thereby null and void. Defendants must meet and confer with Class Counsel prior to exercising
2 this right and must make clear their intent to rescind the Agreement within fourteen (14) calendar
3 days of the Settlement Administrator notifying the Parties of the total number of opt-outs. If
4 Defendants exercise their right to rescind the Agreement, Defendants shall be responsible for all
5 Settlement Administration Costs incurred to the date of rescission.

6 56. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
7 complete funding of the Gross Settlement Amount, any Class Member who does not
8 affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion
9 will be bound by all of its terms, including those pertaining to the Released Class Claims, as well
10 as any Judgment that may be entered by the Court if it grants final approval to the Settlement.
11 Class Members who opt-out of the Settlement shall not be bound by such Judgment or release.
12 The names of Class Members who have opted-out of the settlement shall be disclosed to the
13 Counsel for both Plaintiff and Defendants and noted in the proposed Judgment submitted to the
14 Court.

15 57. Objection Procedures: To object to the Settlement, a Participating Class Member
16 must postmark a valid Objection to the Settlement Administrator on or before the Response
17 Deadline. The Objection must be signed by the Participating Class Member and contain all
18 information required by this Settlement Agreement including the employee's full name, address,
19 telephone number, the last four digits of their social security number and/or Employee ID
20 number, the name of the case and case number, and the specific reason including any legal
21 grounds for the Participating Class Member's objection. The postmark date will be deemed the
22 exclusive means for determining that the Notice of Objection is timely. Participating Class
23 Members who fail to object in the manner specified above will be foreclosed from making a
24 written objection, but shall still have a right to appear at the Final Approval Hearing in order to
25 have their objections heard by the Court. At no time will any of the Parties or their counsel seek
26 to solicit or otherwise encourage Participating Class Members to submit written objections to the
27 Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class
28 Members with respect to any objections to this Settlement.

1 58. Certification Reports Regarding Individual Settlement Payment Calculations: The
2 Settlement Administrator will provide Defendants’ Counsel and Class Counsel a weekly report
3 which certifies: (a) the number of Class Members who have submitted valid Requests for
4 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
5 has submitted a challenge to any information contained in the Notice. Additionally, the
6 Settlement Administrator will provide to counsel for both Parties any updated reports regarding
7 the administration of the Settlement Agreement as needed or requested.

8 59. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
9 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
10 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
11 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject
12 to Court approval, shall be distributed to the Controller of the State of California to be held
13 pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of
14 those Participating Class Members and PAGA Members who did not cash their checks until such
15 time that they claim their property. The Parties agree that this disposition results in no “unpaid
16 residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will
17 be paid out to Participating Class Members and PAGA Members, whether or not they all cash
18 their Settlement Checks or PAGA payment checks. Therefore, Defendants will not be required to
19 pay any interest on such amounts. The Individual Settlement Payments provided to Participating
20 Class Members and to PAGA Members shall prominently state the expiration date or a statement
21 that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a
22 statement may be made in a letter accompanying the Individual Settlement Payment. Expired
23 Individual Settlement Payments will not be reissued, except for good cause and as mutually
24 agreed by the Parties in writing. The parties agree no unclaimed funds will result from the
25 settlement.

26 60. Administration of Taxes by the Settlement Administrator: The Settlement
27 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
28 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid

1 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
2 all payroll taxes and penalties to the appropriate government authorities.

3 61. Tax Liability: Defendants make no representation as to the tax treatment or legal
4 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are
5 not relying on any statement, representation, or calculation by Defendants or by the Settlement
6 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
7 they will be solely responsible for the payment of any taxes and penalties assessed on the
8 payments described herein. Defendants' share of any employer payroll taxes and other required
9 employer withholdings due on the Individual Settlement Payments, including, but not limited to,
10 Defendants' FICA and FUTA contributions, shall be paid separate and apart from the Gross
11 Settlement Amount.

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

1 63. No Prior Assignments: The Parties and their counsel represent, covenant, and
2 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
3 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
4 demand, action, cause of action or right herein released and discharged.

5 64. Release by Participating Class Members: Upon the complete funding of the Gross
6 Settlement Amount and all applicable employer-side payroll taxes by Defendants, Participating
7 Class Members shall fully release and discharge the Released Parties from the Released Class
8 Claims that arose during the Class Period. This release shall be binding on all Participating Class
9 Members.

10 65. Release by the State of California and LWDA: Upon the complete funding of the
11 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants the
12 LWDA and the State of California, through Plaintiff as its agent and/or proxy, shall release and
13 discharge the Released Parties from the Released PAGA Claims that arose during the PAGA
14 Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion,
15 or otherwise bar a representative action if an aggrieved employee were to bring a subsequent
16 claim on behalf of the LWDA based on the same factual predicate as this action and covering the
17 same time period.

18 66. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the
19 Gross Settlement Amount, Plaintiff—on behalf of himself only— shall fully release Defendants
20 from any and all claims relating to or arising out of his work performed for Max’s Artisan
21 Breads, Inc. or on an assignment at Max’s Artisan Breads, Inc. whether known or unknown. This
22 release explicitly excludes any and all potential claims against Partners Personnel—Management
23 Services, LLC, and Nexem Partners, LLC unrelated to work performed on an assignment at
24 Max’s Artisan Breads, Inc., including but not limited to any and all claims alleged in *Guillen v.*
25 *Selma Pallet, Inc.* Fresno County Superior Court Case No. 21CECG03614. Specifically, Plaintiff
26 Guillen, with respect to any and all claims relating to or arising out of his work performed for
27 Max’s Artisan Breads, Inc. or on an assignment at Max’s Artisan Breads, Inc, waives all rights
28 and benefits afforded by California Civil Code Section 1542, which provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
4 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
5 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
6 DEBTOR OR RELEASED PARTY.

7 This release also specifically excludes claims for unemployment insurance, disability,
8 social security, and workers compensation (with the exception of claims arising pursuant to
9 California Labor Code Sections 132(a) and 4553).

10 67. Neutral Employment Reference: Defendants agree that they will adopt a neutral
11 reporting policy regarding any future employment references related to Plaintiff. In the event that
12 any potential or future employers of Plaintiff request a reference regarding Defendants'
13 employment of Plaintiff, Defendants shall only provide the requested Plaintiff's dates of
14 employment, and job titles during employment, and final rate of pay. Defendants shall not refer
15 to the Action or this Settlement.

16 68. Nullification of Settlement Agreement: In the event that: (a) the Court does not
17 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
18 material term of this Settlement Agreement; or (c) the Settlement does not become final as
19 written and agreed to by the Parties for any other reason, then this Settlement Agreement, and
20 any documents generated to bring it into effect, will be null and void, all amounts deposited into
21 the QSF will be returned to Defendants, and the Parties shall be returned to their original
22 respective positions. Any order or judgment entered by the Court in furtherance of this
23 Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail
24 to approve this settlement for any reason, the Parties agree that they will return to and attend
25 mediation with a mutually agreed Mediator in an effort to reach a settlement that may be
26 approved by the Court.

27 69. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
28 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary

1 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
2 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for
3 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
4 the Notice to be sent to all Class Members as specified herein. In conjunction with the
5 Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of
6 the Settlement, and will include the proposed Notice attached as Exhibit A. Defendants agree
7 that they will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to
8 fully and completely approve the Agreement as to the Action will result in this Settlement
9 Agreement and the Memorandum of Understanding entered into by the Parties, and all
10 obligations under this Settlement Agreement and the Memorandum of Understanding being
11 nullified and voided.

12 70. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of
13 the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and
14 with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
15 determine the Final Approval of the Settlement Agreement along with the amounts properly
16 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
17 Representative Enhancement Payment; (d) the Settlement Administration Costs; and (e) payment
18 for the PAGA claims. Class Counsel will be responsible for drafting all documents necessary to
19 obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement
20 Agreement as to all of the Action, or the entry of any Order by another Court with regard to any
21 of the Action which has the effect of modifying material terms of this Agreement or preventing
22 the full and complete approval of the Settlement Agreement as written and agreed to by the
23 Parties, will result in this Agreement and all obligations under this Agreement being null and
24 void. Defendants agree they shall not oppose the granting of the Motion for Final Approval,
25 provided Defendants have not exercised its right to rescind pursuant to the terms of this
26 Agreement.

27 71. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
28 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the

1 Judgment to the Court for its approval. After entry of the Judgment, the Court will have
2 continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
3 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment
4 matters as may be appropriate under court rules or as set forth in this Settlement.

5 72. Exhibits Incorporated by Reference: The terms of this Settlement include the
6 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
7 set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

8 73. Entire Agreement: This Settlement Agreement and any attached Exhibits
9 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
10 written or oral agreements may be deemed binding on the Parties.

11 74. Amendment or Modification: This Settlement Agreement may be amended or
12 modified only by a written instrument signed by counsel for all Parties or their successors-in-
13 interest.

14 75. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
15 and represent they are expressly authorized by the Parties whom they represent to negotiate this
16 Settlement Agreement and to take all appropriate action required or permitted to be taken by
17 such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any
18 other documents required to effectuate the terms of this Settlement Agreement. The Parties and
19 their counsel will cooperate with each other and use their best efforts to affect the
20 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
21 content of any document needed to implement the Settlement, or on any supplemental provisions
22 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
23 assistance of the Court to resolve such disagreement.

24 76. Binding on Successors and Assigns: This Settlement Agreement will be binding
25 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
26 defined.

27 77. California Law Governs: All terms of this Settlement Agreement and Exhibits
28 hereto will be governed by and interpreted according to the laws of the State of California.

1 78. Execution and Counterparts: This Settlement Agreement is subject only to the
2 execution of all Parties. However, the Settlement Agreement may be executed in one or more
3 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
4 of the signature page, will be deemed to be one and the same instrument provided that counsel
5 for the Parties will exchange among themselves original signed counterparts.

6 79. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
7 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
8 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
9 litigation, taking into account all relevant factors, present and potential. The Parties further
10 acknowledge that they are each represented by competent counsel and that they have had an
11 opportunity to consult with their counsel regarding the fairness and reasonableness of this
12 Settlement.

13 80. Invalidity of Any Provision: Before declaring any provision of this Agreement
14 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
15 consistent with applicable precedents so as to define all provisions of this Agreement valid and
16 enforceable.

17 81. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
18 class certification for purposes of this Settlement only; except, however, that either party may
19 appeal any court order that materially alters the Settlement Agreement's terms.

20 82. Class Action Certification for Settlement Purposes Only: The Parties agree to
21 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
22 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
23 that certification for purposes of the Settlement is not an admission that class action certification
24 is proper under the standards applied to contested certification motions and that this Agreement
25 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
26 should be certified or (b) Defendants are liable to Plaintiff or any Class Member, other than
27 according to the Settlement's terms.

28 83. Non-Admission of Liability: The Parties enter into this Agreement to resolve the

1 dispute that has arisen between them and to avoid the burden, expense and risk of continued
2 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
3 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
4 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
5 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
6 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
7 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
8 construed as an admission or concession by Defendants of any such violations or failures to
9 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
10 Agreement, this Agreement and its terms and provisions shall not be offered or received as
11 evidence in any action or proceeding to establish any liability or admission on the part of
12 Defendants or to establish the existence of any condition constituting a violation of, or a non-
13 compliance with, federal, state, local or other applicable law.

14 84. Captions: The captions and section numbers in this Agreement are inserted for the
15 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
16 provisions of this Agreement.

17 85. Waiver: No waiver of any condition or covenant contained in this Settlement
18 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
19 to imply or constitute a further waiver by such party of the same or any other condition,
20 covenant, right or remedy.

21 86. Enforcement Action: In the event that one or more of the Parties institutes any
22 legal action or other proceeding against any other Party or Parties to enforce the provisions of
23 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
24 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
25 fees and costs, including expert witness fees incurred in connection with any enforcement
26 actions.

27 87. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
28 and conditions of this Agreement. Accordingly, this Agreement will not be construed more

1 strictly against one Party than another merely by virtue of the fact that it may have been prepared
2 by counsel for one of the Parties, it being recognized that, because of the arms-length
3 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
4 Agreement.

5 88. Representation By Counsel: The Parties acknowledge that they have been
6 represented by counsel throughout all negotiations that preceded the execution of this
7 Agreement, and that this Agreement has been executed with the consent and advice of counsel
8 and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no
9 liens on the Agreement.

10 89. All Terms Subject to Final Court Approval: All amounts and procedures
11 described in this Settlement Agreement herein will be subject to final Court approval.

12 90. Cooperation and Execution of Necessary Documents: The Parties agree to
13 cooperate to promote participation in the Settlement, and in seeking court approval of the
14 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
15 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any
16 settlement agreement waivers or Pick Up Stix agreements from any Class Member prior to the
17 funding of the Gross Settlement Amount concerning claims released via this Agreement during
18 the Settlement approval process prior to the funding of the Gross Settlement Amount and that the
19 Parties will work in good faith to reach an agreement approved by the Court. However, this does
20 not prevent Defendants from entering into severance agreements (which contain releases of
21 claims) with Class Members to resolve individually asserted claims.

22 91. Confidentiality/No Publicity: The Parties and their counsel agree to keep the
23 terms of the Settlement confidential until the filing of Plaintiff's Motion for Preliminary
24 Approval. Except as necessary to secure court approval of the settlement and effectuate the terms
25 of the settlement, the Parties and their counsel agree that they will not publicize or otherwise
26 reference the settlement in marketing materials, communications with members of the general
27 public, statements to the press/media, on websites, or in any other manner which would disclose
28 the existence of the settlement to public. Nothing in this Settlement Agreement shall limit

1 Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance
2 of business purposes, including the fulfillment of obligations stated in this Settlement Agreement
3 or limit Class Counsel's communications with the Class Members in furtherance of approval of
4 this Settlement.

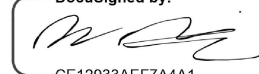
5 92. Binding Agreement: The Parties warrant that they understand and have full
6 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
7 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
8 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
9 provisions that otherwise might apply under federal or state law.

10
11 Dated: 5/9/2022 _____

PLAINTIFF

DocuSigned by:

12 By: _____



CE12933AEE7A4A1

13 Marlon Ramon Guillen

14
15 Dated: _____

DEFENDANT

MAX'S ARTISAN BREADS, INC.

16 By: _____

17 Name: _____

18 Title: _____

19
20
21 Dated: _____

DEFENDANT

**PARNTERS PERSONNEL—MANAGEMENT
SERVICES, LLC.**

22 By: _____

23 Name: _____

24 Title: _____

1 Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance
2 of business purposes, including the fulfillment of obligations stated in this Settlement Agreement
3 or limit Class Counsel's communications with the Class Members in furtherance of approval of
4 this Settlement.

5 92. Binding Agreement: The Parties warrant that they understand and have full
6 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
7 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
8 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
9 provisions that otherwise might apply under federal or state law.

11 Dated: _____

PLAINTIFF

12 By: _____
13 Marlon Ramon Guillen

14
15 Dated: 5-13-22

DEFENDANT

MAX'S ARTISAN BREADS, INC.

17 By: [Signature]
18 Name: Scott Stanley
19 Title: President

21
22 Dated: _____

DEFENDANT

**PARNTERS PERSONNEL—MANAGEMENT
SERVICES, LLC.**

25 By: _____
26 Name: _____
27 Title: _____
28

1 Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance
2 of business purposes, including the fulfillment of obligations stated in this Settlement Agreement
3 or limit Class Counsel's communications with the Class Members in furtherance of approval of
4 this Settlement.

5 92. Binding Agreement: The Parties warrant that they understand and have full
6 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
7 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
8 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
9 provisions that otherwise might apply under federal or state law.

10
11 Dated: _____

PLAINTIFF

12 By: _____
13 Marlon Ramon Guillen

14
15 Dated: _____

DEFENDANT

MAX'S ARTISAN BREADS, INC.

16 By: _____

17 Name: _____

18 Title: _____

19
20
21 Dated: May 10, 2022

DEFENDANT

**PARNTERS PERSONNEL—MANAGEMENT
SERVICES, LLC.**

22 By: Paul J. Sorensen

23 Name: Paul Sorensen

24 Title: Chief Executive Officer

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Dated: May 10, 2022

DEFENDANT

NEXEM PARTNERS, LLC.

By: Scott Houston

Name: SCOTT Houston

Title: Manager

APPROVED AS TO FORM

Dated: _____

PROTECTION LAW GROUP, LLP

By: _____

Heather Davis, Esq.
Attorneys for Plaintiff

Dated: _____

FENNEMORE DOWLING AARON

By: _____

Mark Kruthers
Attorneys for Defendant Max's Artisan
Breads, Inc.

DATED: May 9, 2022

MEDINA McKELVEY, LLP

By: _____

Brandon R. McKelvey
Timothy B. Nelson
Attorneys for Defendants
PARTNERS PERSONNEL –
MANAGEMENT SERVICES, LLC and
NEXEM PARTNERS, LLC

1 Dated: _____

DEFENDANT

NEXEM PARTNERS, LLC.

3 By: _____

4 Name: _____

5 Title: _____

6
7 **APPROVED AS TO FORM**

8
9 Dated: _____

PROTECTION LAW GROUP, LLP

11 By: _____

12 Heather Davis, Esq.
13 Attorneys for Plaintiff

14
15 Dated: May 16, 2022

FENNEMORE DOWLING AARON

16 By:  _____

17 Mark Kruthers
18 Attorneys for Defendant Max's Artisan
19 Breads, Inc.

20 **DATED: May 9, 2022**

MEDINA McKELVEY, LLP

22 By: _____

23 Brandon R. McKelvey
24 Timothy B. Nelson
25 Attorneys for Defendants
26 PARTNERS PERSONNEL –
27 MANAGEMENT SERVICES, LLC and
28 NEXEM PARTNERS, LLC

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Dated: _____

DEFENDANT

NEXEM PARTNERS, LLC.

By: _____

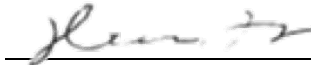
Name: _____

Title: _____

APPROVED AS TO FORM

Dated: _____

PROTECTION LAW GROUP, LLP

By:  _____

Heather Davis, Esq.
Attorneys for Plaintiff

Dated: _____

FENNEMORE DOWLING AARON

By: _____

Mark Kruthers
Attorneys for Defendant Max's Artisan
Breads, Inc.

DATED: _____

MEDINA McKELVEY, LLP

By: _____

Brandon R. McKelvey
Timothy B. Nelson
Attorneys for Defendants
PARTNERS PERSONNEL –
MANAGEMENT SERVICES, LLC and
NEXEM PARTNERS, LLC

1 Dated: _____

DEFENDANT

NEXEM PARTNERS, LLC.

2
3 By: _____

4 Name: _____

5 Title: _____

6
7 **APPROVED AS TO FORM**

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9 Dated: _____

PROTECTION LAW GROUP, LLP

10
11 By: _____

12 Heather Davis, Esq.
13 Attorneys for Plaintiff

14
15 Dated: _____

FENNEMORE DOWLING AARON

16 By: _____

17 Mark Kruthers
18 Attorneys for Defendant Max's Artisan
19 Breads, Inc.

20 DATED: May 9, 2022

MEDINA McKELVEY, LLP

21
22 By:  _____

23 Brandon R. McKelvey
24 Timothy B. Nelson
25 Attorneys for Defendants
26 PARTNERS PERSONNEL –
27 MANAGEMENT SERVICES, LLC and
28 NEXEM PARTNERS, LLC

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Guillen v. Max's Artisan Breads, Inc. et al.
Fresno County Superior Court, Case No. 21CECG02164

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former non-exempt employees of Max's Artisan Breads, Inc. and employees of Partners Personnel—Management Services, LLC, and Nexem Partners, LLC who worked on an assignment at Max's Artisan Breads, Inc., in the state of California, at any time between July 28, 2017, and May 22, 2022.

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Marlon Ramon Guillen ("Plaintiff") a former employee of Max's Artisan Breads, Inc., Partners Personnel—Management Services, LLC, and Nexem Partners, LLC ("Defendants") on July 28, 2021. The case is currently pending in the Fresno County Superior Court, Case No. 21CECG02164.

The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendants failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA"). The lawsuit claims that the Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. Fresno County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff Marlon Ramon Guillen as the Class Representative, and appointed his attorneys at Protection Law Group as counsel for the Class ("Class Counsel"). The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Max's Artisan Breads, Inc. or were employed by Partners Personnel—Management Services, LLC or Nexem Partners, LLC and worked on an assignment at Max's Artisan Breads, Inc., in the state of California, at any time between July 28, 2017, and May 22, 2022 "Class Period").

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Four Hundred and Ninety-Nine Thousand Dollars (\$499,000) ("Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Amount" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys' Fees to Class Counsel** not to exceed 34% of the Gross Settlement Amount or One Hundred and Sixty-Nine Thousand Six Hundred and Sixty Dollars (\$169,660);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000);
- C. **Enhancement Payment to the Class Representative** in an amount not to exceed Five Thousand Dollars (\$5,000);
- D. **Settlement Administration Costs** which are currently estimated to be Ten Thousand Dollars (\$10,000); and
- E. **PAGA Payment** in the amount of Fifty Thousand Dollars (\$50,000) for the settlement of claims arising under the Private Attorney's General Act of 2004 ("PAGA"). Seventy-Five percent (75%) of this amount, (\$37,500) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$12,500) will be distributed to non-exempt employees of Max's Artisan Breads, Inc. and employees of Partners Personnel—Management Services, LLC, and Nexem Partners, LLC who worked on an assignment at Max's Artisan Breads, Inc., in the state of California, at any time between July 28, 2020, and May 22, 2022 ("PAGA Period") for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your "Individual Settlement Payment" will be determined on a *pro rata* basis, based on the number of weeks where a Class Member actively worked on at least 1 day for Max's Artisan Breads, Inc. or on an assignment at Max's Artisan Breads, Inc. between July 28, 2017, and May 22, 2022, and recorded time in Max's Artisan Bread's timekeeping system ("Workweeks"). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX Workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

You worked XXX Workweeks during the PAGA Period. In addition to the Class Portion of your Individual Settlement Payment, you will receive approximately \$XXX.XX as part of the settlement of claims arising under the Private Attorneys General Act.

These amounts were determined based on Defendants' record of your employment between July 28, 2017, and May 22, 2022, and is presumed correct. If you dispute the accuracy of Defendants' records as to the number of Workweeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your total Workweeks worked will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No].

[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendants, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" for the "Class Period."

The "Released Parties" include Defendants and any of their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" include all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the Action including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment ; and (viii) unfair business practices that could have been premised on the facts pled in the operative complaint.

The "Class Period" during which the release of Released Class Claims pertains is from July 28, 2017, to May 22, 2022.

EXCLUDING YOURSELF FROM THE RELEASE OF THE CLASS CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Guillen v. Max's Artisan Breads, Inc.* I understand that by excluding myself I will not receive money from the settlement of my individual claims.”

The written request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]
[Address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount related to the Released Class Claims and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

You may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants or the Released Parties, regarding the Released Class Claims.

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

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

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

No. You will not receive the Class Portion of your Individual Settlement Payment. But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims. You will still receive your portion of the PAGA Payment, if any, as you cannot request to be excluded from the settlement of this claim.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP. as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to \$169,660 and reimbursement of litigation cost/expenses of up to \$30,000. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is 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 Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

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

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], 2022], in Department 403 of the Fresno County Superior Court located at 1100 Van Ness Ave, Fresno, CA 93724.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.██████████.com

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.██████████.com or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes ?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE