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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ALBERT EBUEN, individually, and on behalf
of other members of the general public
similarly situated; MARICEL J. SANTA ANA,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiffs,

vs.

RED RIBBON BAKESHOP INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: BC715064

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: June 28, 2022
Time: 10:00 a.m.
Department: SSC14

Complaint Filed: July 26, 2018
FAC Filed: January 25, 2021
Trial Date: None Set

1 This matter has come before the Honorable Kenneth R. Freeman in Department SSC14 of
2 the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 Plaintiffs Albert Ebuen and Maricel J. Santa Ana's (together, "Plaintiffs") Motion for Final
4 Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement Payments
5 ("Motion for Final Approval"). Lawyers for Justice, PC appeared on behalf of Plaintiffs, and
6 Atkinson, Andelson, Loya, Ruud & Romo appeared on behalf of Defendant Red Ribbon Bake
7 Shop, Inc. ("Defendant").

8 On December 14, 2021, the Court entered the Order Granting Preliminary Approval of
9 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Action") in accordance with the Third Amended
11 Stipulation of Settlement ("Settlement," "Agreement," or "Settlement Agreement"), which,
12 together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the
13 Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All current and former hourly paid or non-exempt employees who worked for
27 Defendant Red Ribbon bakeshop, Inc. within the State of California at any time
28 during the period from July 26, 2014 through March 1, 2020 ("Class" or "Class
Members").

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Class Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Class Notice
7 fairly and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiffs' claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to and requests for exclusion from the Settlement submitted by Class
20 Members. Accordingly, the Court hereby approves the Settlement and expressly finds that it is, in
21 all respects, fair, reasonable, adequate, and in the best interests of the Class Members, State of
22 California, and PAGA Employees, and hereby directs that the Settlement be affected in accordance
23 with the Settlement Agreement and the following terms and conditions.

24 6. A full opportunity has been afforded to the Class Members to participate in the
25 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
26 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
27 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
28 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval

Order and Judgment, and the State of California and all Class Members employed by Defendant at any time during the time period from July 26, 2014 through March 1, 2021 (“PAGA Employees”) (including those who opted out of the Settlement) will be bound by the release of the PAGA Released Claims for claims for civil penalties pursuant to the California Labor Code Private Attorneys General Act during the PAGA Period and shall be issued an Individual PAGA Payment.

7. The Court finds that payment of Settlement Administration Costs in the amount of \$16,000.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$16,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

8. The Court finds that the Enhancement Payments sought are fair and reasonable for the work performed by Plaintiffs on behalf of the Class, State of California, and PAGA Employees. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Albert Ebuena and \$5,000.00 to Plaintiff Maricel J. Santa Ana for their Enhancement Payments, according to the terms and methodology set forth in the Settlement Agreement.

9. The Court finds that the allocation of \$175,000.00 toward penalties under the California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Amount as follows: the amount of \$131,250.00 to the California Labor and Workforce Development Agency, and the amount of \$43,750.00 to PAGA Employees, in accordance with the terms and methodology set forth in Settlement Agreement.

10. The Court finds that the request for attorneys’ fees in the amount of \$800,000.00 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$800,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

1 11. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$26,258.53 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$26,258.53 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Settlement Agreement.

6 12. The Court hereby enters Judgment by which Settlement Class Member shall be
7 conclusively determined to have given a release of any and all Released Claims against the
8 Released Parties, and all PAGA Employees and the State of California shall be conclusively
9 determined to have given a release of any and all PAGA Released Claims against the Released
10 Parties as set forth in the Settlement Agreement and Class Notice.

11 13. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount into
12 an account established by the Settlement Administrator within thirty (30) calendar days after the
13 Final Effective Date, in accordance with the terms and methodology set forth in the Settlement
14 Agreement.

15 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
16 Settlement Payments to the Settlement Class Members within twenty-one (21) calendar days after
17 Defendant funds the Gross Settlement Amount, according to the methodology and terms set forth
18 in the Settlement Agreement.

19 15. After entry of this Final Approval Order and Judgment, pursuant to California Rules
20 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
21 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
22 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
23 any dispute arising from or in connection with the distribution of settlement benefits.

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1 16. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
3 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
4 Order and Judgment. Individualized notice is not required.

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6 Dated: _____

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8 HONORABLE KENNETH R. FREEMAN
9 JUDGE OF THE SUPERIOR COURT
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