

1 Kane Moon (SBN 249834)  
kmoon@moonlawgroup.com  
2 H. Scott Leviant (SBN 200834)  
hsleviant@moonlawgroup.com  
3 Mariam Ghazaryan (SBN 341119)  
mghazaryan@moonlawgroup.com  
4 **MOON LAW GROUP, PC**  
1055 W. Seventh St., Suite 1880  
5 Los Angeles, California 90017  
Telephone: (213) 232-3128  
6 Facsimile: (213) 232-3125

7 Attorneys for Plaintiffs TONY LUCAS and THOMAS MILES

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF CONTRA COSTA  
11

12 TONY LUCAS, individually, and on behalf of all  
13 others similarly situated,

14 *Plaintiffs,*

15 vs.

16 RUBICON BAKERS, LLC, et al.,

17 *Defendants.*

Case No.: MSC22-00279

[Assigned for all purposes to Hon. Charles S.  
Treat, Dept 12]

CLASS ACTION

**JUDGMENT FOLLOWING ORDER  
GRANTING FINAL APPROVAL OF CLASS  
AND REPRESENTATIVE ACTION  
SETTLEMENT**

Date: September 21, 2023  
Time: 9:00 a.m.  
Courtroom: Dept. 12  
Judge: Hon. Charles S. Treat

Action Filed: February 3, 2022  
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiffs filed a motion for final approval of a class action settlement of the claims asserted  
3 against Defendant in this action. On September 20, 2023, the tentative ruling granting Plaintiff's motion  
4 for final approval of a proposed class and representative action settlement of the claims asserted against  
5 Defendant in this action became the ruling of this Court, since no Party contested the tentative ruling.  
6 Thereafter, this Court issued an Order incorporating the tentative ruling and granting final approval  
7 ("Final Approval Order"). The settlement is memorialized in the CLASS ACTION AND PAGA  
8 SETTLEMENT AGREEMENT AND CLASS NOTICE. (See Declaration of H. Scott Leviant In  
9 Support of Plaintiffs' Motion for Final Approval of Class and Representative Action Settlement  
10 ["Leviant Decl."], at Exh. 1).

11 The CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE is  
12 referred to herein as the "Settlement."

13 The Court's Final Approval Order is incorporated herein in its entirety. The Court now enters  
14 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to  
15 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

16  
17 **JUDGMENT**

18 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be  
19 entered whereby the Plaintiff, all Class Members, and all Aggrieved Employees shall take nothing from  
20 Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

21 The Class Members are:

22 All individuals who are or previously were employed by Defendant or its  
23 successors, affiliates, and subsidiaries in California who were classified as hourly non-  
24 exempt employees during the Class Period (the "Class Period" is February 10, 2018 to  
25 April 10, 2023). (Settlement, ¶¶ 1.5, 1.12.) "Participating Class Members" are those  
Class Members who do not submit timely exclusion requests to the Settlement  
Administrator. (Settlement, ¶¶ 1.9, 1.34)

26 No Class Member timely requested exclusion from the Class. All Class Members are Participating Class  
27 Members and remain bound by the Final Approval Order and this Judgment in the Action.

28 The following persons are certified as Aggrieved Employees solely for the purpose of entering a

1 settlement in this matter:

2 All individuals who are or previously were employed by Defendant or its  
3 successors, affiliates, and subsidiaries, in California who were classified as hourly,  
4 nonexempt employees from January 21, 2021 to Court approval of the PAGA  
5 settlement. (Settlement, ¶¶ 1.4, 1.30)

6 Class Members who are Aggrieved Employees cannot opt out of the release of the PAGA claims  
7 and will therefore receive a share of the \$10,000, irrespective of whether they are Participating Class  
8 Members.

9 Class and PAGA claims are released as follows:

10 Release by Participating Class Members: All Participating Class Members, on behalf of  
11 themselves and their respective former and present representatives, agents, attorneys,  
12 heirs, administrators, successors, and assigns, release Released Parties from all claims  
13 that were alleged, or reasonably could have been alleged, based on the Class Period  
14 facts stated in the [Second Amended Complaint], including:

- 15 a. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and  
16 1197];
- 17 b. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
- 18 c. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
- 19 d. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
- 20 e. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
- 21 f. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-  
22 203];
- 23 g. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code §  
24 226];
- 25 h. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and

26 Except as set forth in Section 5.3 of [the] Agreement, Participating Class  
27 Members do not release any other claims, including claims for vested benefits,  
28 wrongful termination, violation of the Fair Employment and Housing Act,  
unemployment insurance, disability, social security, workers' compensation, or  
claims based on facts occurring outside the Class Period.

29 Release of PAGA Claims: All Aggrieved Employees are deemed to release, on behalf  
30 of themselves and their respective former and present representatives, agents, attorneys,  
31 heirs, administrators, successors, and assigns, the Released Parties from all claims for  
32 PAGA penalties that were alleged, or reasonably could have been alleged, based on the  
33 PAGA Period facts stated in the [Second Amended Complaint] and the PAGA Notices  
34 attached [to the Agreement as] Exhibit B.

35 "Released Parties" means: Defendant along with each of its current and former  
36 subsidiaries, parent entities, affiliates, and predecessors, and each of their respective

1 insurers, agents, employees, successors, assigns, officers, officials, directors, employers,  
2 attorneys, personal representatives, executors, and shareholders and/or members,  
3 including their respective pension, profit sharing, savings, health, and other employee  
4 benefit plans of any nature, the successors of such plans, and those plans' respective  
5 current or former trustees and administrators, agents, employees, and fiduciaries, as  
6 well as the personal representatives or executors of any such persons. "Request for  
7 Exclusion" means a Class Member's submission of a written request to be excluded  
8 from the Class Settlement signed by the Class Member.

9 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final  
10 Approval Order, according to the deadlines specified in the Settlement.

11 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California  
12 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs,  
13 Class Members, and Defendant, for the purposes of:

- 14 (a) supervising the implementation, enforcement, construction, and interpretation of the  
15 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,  
16 and the Judgment; and  
17 (b) supervising distribution of amounts paid under this Settlement.

18 **IT IS SO ORDERED.**

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

9/26/23



Hon. Charles S. Treat  
CONTRA COSTA SUPERIOR COURT JUDGE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7<sup>th</sup> Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☒ to interested parties as follows ☐ ☐ as stated on the attached service list:

Sarah E. Christenson  
Tiffany Woods  
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
695 Town Center Drive, Fifteenth Floor  
Costa Mesa, CA 92626  
sarah.christenson@ogletree.com  
tiffany.woods@ogletreedeakins.com  
tiffany.woods@ogletreedeakins.com  
pamela.blanton@ogletreedeakins.com  
dianna.kinnamon@ogletreedeakins.com

*Counsel for Defendant RUBICON BAKERS, LLC*

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **September 21, 2023**, at Los Angeles, California.

\_\_\_\_\_  
Ximena Reyes  
Type or Print Name

\_\_\_\_\_  
*/s/ Ximena Reyes*  
Signature