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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

SABRINA GILBERT, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

CENTRAL CALIFORNIA BAKING
COMPANY, an Oregon Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: VCU291467

[Assigned for all purposes to the Hon. John P.
Bianco, Department 2]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 22, 2024

Time: 8:30 a.m.

Dept.: 2

Complaint Filed: April 26, 2022

FAC Filed: August 21, 2023

Trial Date: None Set

1 Plaintiff Sabrina Gilbert (“Plaintiff” or “Class Representative”) and Defendant Central
2 California Baking Company (“Defendant”) have entered into the Joint Stipulation of Class and
3 Representative Action Settlement (“Agreement” or “Settlement Agreement”) to settle the above-
4 captioned class action subject to the Court’s approval (the “Settlement”). This matter is now before
5 the Court on Plaintiff’s Motion for Final Approval of Class Action Settlement. The Court has read,
6 heard, and considered all the pleadings and documents submitted, and the presentations made in
7 connection with the Motion which came on for hearing on April 22, 2024.

8 Due and adequate notice having been given to the Class, and the Court having reviewed
9 and considered the Settlement, Plaintiff’s Motion for Final Approval of Class Action Settlement,
10 the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and
11 the absence of any written objections received regarding the proposed Settlement, and having
12 reviewed the record in this action, and good cause appearing therefor, IT IS HEREBY ORDERED,
13 ADJUDGED AND DECREED that:

14 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
15 Settlement Agreement filed in this case.

16 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
17 Settlement Class Members, Aggrieved Employees, and Defendant.

18 3. The Court finds that the Settlement appears to have been made and entered into in
19 good faith and hereby approves the Settlement.

20 4. “Class Members” means all non-exempt employees who worked for Central
21 California Baking Company at any time in the State of California during the Class Period [April
22 26, 2021 through February 17, 2023] and who received any wage statements containing the
23 following information: (1) FLSA Overtime and shift differential pay; or (2) FLSA Overtime and
24 variance pay; or (3) FLSA Overtime, variance, and shift differential pay; or (4) shift differential
25 and variance pay; or (5) only FLSA overtime pay; or (6) only variance pay. “Settlement Class
26 Members” means all Class Members who do not submit valid and timely Requests for
27 Exclusion. No Class Members have requested exclusion from the Settlement.

28 5. “Aggrieved Employees” means all non-exempt employees who worked for Central

California Baking Company at any time in the State of California during the PAGA Period [April 18, 2021, through February 17, 2023] and who received any wage statements containing the following information: (1) FLSA Overtime and shift differential pay; or (2) FLSA Overtime and variance pay; or (3) FLSA Overtime, variance, and shift differential pay; or (4) shift differential and variance pay; or (5) only FLSA overtime pay; or (6) only variance pay.

6. The “Released Parties” means Defendant, and its parents, predecessors, successors, subsidiaries, affiliates, partners, and trusts, and all of its employees, officers, agents, attorneys, stockholders, fiduciaries, clients, other service providers, and assigns.

7. Upon the payment of the Gross Settlement Amount, Plaintiff and all Settlement Class Members, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all Released Class Claims, as defined in the Settlement.

8. Upon the payment of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged, to the fullest extent possible, any and all of the Released Parties of and from any and all Released PAGA Claims, as defined in the Settlement.

9. The Notice provided to the Class conforms with the requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

10. No Class Members have objected to the terms of the Settlement.

11. The Court finds the Gross Settlement Amount and the methodology used to calculate and pay each payment are fair and reasonable. The Court authorizes the Settlement Administrator to pay the Settlement Class Members and Aggrieved Employees in accordance

1 with the terms of the Settlement.

2 12. Defendant shall pay the total Gross Settlement Amount of Four Hundred
3 Thousand Dollars (\$400,000.00) to resolve the Action. Within twenty eight (28) calendar days of
4 the date of this Order, Defendant shall deposit the Gross Settlement Amount and employer taxes
5 through the Settlement Administrator. Thereafter, compensation to the Settlement Class
6 Members and Aggrieved Employees shall be disbursed pursuant to the terms of the Settlement
7 (i.e., within fifteen (15) calendar days of funding).

8 13. From the Gross Settlement Amount, Fifteen Thousand Dollars (\$15,000.00) shall
9 be paid to the California Labor and Workforce Development Agency, representing 75% of the
10 civil penalties awarded under the terms of the Settlement Agreement pursuant to the Labor Code
11 Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

12 14. From the Gross Settlement Amount, Five Thousand Dollars (\$5,000.00) shall be
13 distributed to Aggrieved Employees, representing 25% of the civil penalties awarded under the
14 terms of the Settlement Agreement pursuant to the Labor Code Private Attorneys General Act of
15 2004, California Labor Code section 2698, *et seq.*

16 15. From the Gross Settlement Amount, Plaintiff shall be paid Ten Thousand Dollars
17 (\$10,000.00) for her service as a class representative and for his agreement to a general release
18 of claims.

19 16. From the Gross Settlement Amount, Nine Thousand Five Hundred Dollars
20 (\$9,500.00) shall be paid to the Settlement Administrator, Phoenix Settlement Administrators.

21 17. The Court hereby confirms Larry W. Lee and Kristen M. Agnew of Diversity Law
22 Group, P.C., and William L. Marder of Polaris Law Group, as Class Counsel.

23 18. From the Gross Settlement Amount, Class Counsel is awarded One Hundred
24 Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
25 (\$133,333.33), for their reasonable attorneys' fees and Eight Thousand Seven Hundred Eighty-
26 Two Dollars and Seventy-Four Cents (\$8,782.74) for their reasonable costs incurred in the
27 Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.
28 The Court finds that the fees are reasonable in light of the benefit provided to the Class.

1 19. Without affecting the finality of this Order in any way, this Court retains
2 continuing jurisdiction over the implementation, interpretation, and enforcement of the
3 Settlement with respect to all Parties to this action, and their counsel of record.

4 20. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby
5 granted and the Court directs that judgment shall be entered in accordance with the terms of this
6 Order.

7 21. The Parties shall bear their own respective attorneys' fees and costs, except as
8 otherwise provided for in the Settlement and approved by the Court.

9 22. A Final Accounting Hearing is set for _____, 2024 at ____ a.m.
10 The Settlement Administrator is to file a declaration no later than _____ days in advance
11 to confirm that the distribution of funds is complete, including any distribution to the *cy pres*
12 recipients, Legal Aid at Work, per the Settlement Agreement

13 IT IS SO ORDERED AND ADJUDGED.

14
15 DATED: _____

HON. JOHN P. BIANCO
SUPERIOR COURT OF CALIFORNIA