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Attorneys for Plaintiff Luis Juarez, on behalf of himself
and others similarly situated

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

LUIS JUAREZ, on behalf of himself and
others similarly situated,

Plaintiffs,

v.

BIMBO BAKERIES USA, INC.; BIMBO
BAKEHOUSE LLC; and DOES 1 through
100, inclusive,

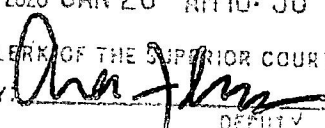
Defendants.

Case No.: 22CV-02604

Assigned for all purposes to:
Hon. Stephanie L. Jamieson, Dept. 8

**~~[PROPOSED]~~ FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, SETTLEMENT
ADMINISTRATION COSTS, AND CLASS
REPRESENTATIVE SERVICE
PAYMENT**

Final Approval Hearing:
Date: January 28, 2026
Time: 8:15 a.m.
Dept.: 8

FILED
MERCED COUNTY
2026 JAN 28 AM 10:50
CLERK OF THE SUPERIOR COURT
BY:  DEPUTY

1 **WHEREAS**, this matter came on for hearing on January 28, 2026, at 8:15 a.m. before the
2 Honorable Stephanie L. Jamieson in Department 8 of the above-captioned court located at 627 W.
3 21st Street, Merced, California 95340, upon the motion of Plaintiff Luis Juarez (“Plaintiff” or “Class
4 Representative”) for final approval of the settlement set forth in the Joint Stipulation of Class Action
5 and PAGA Settlement (“Settlement Agreement”) (attached as **Exhibit A** to the Declaration of
6 Anthony J. Orshansky filed in support thereof) entered into with Defendants Bimbo Bakeries USA
7 Inc. and Bimbo Bakehouse LLC (“Defendants”) (together with Plaintiff, the “Parties.”) Full and
8 adequate notice having been given to the Class as required in the Court’s Preliminary Approval
9 Order, and the Court having considered all papers filed and proceedings held herein and otherwise
10 being fully informed and good cause appearing therefore,

11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

12 1. Capitalized terms not otherwise defined herein shall have the same meaning as set
13 forth in the Settlement Agreement.

14 2. The Court has jurisdiction over this matter.

15 3. The Court finds that, for settlement purposes only, this action is properly maintained
16 as a class action pursuant to Code of Civil Procedure section 382 and California Rules of Court,
17 Rule 3.769.

18 4. For settlement purposes only, “Participating Class Members” shall mean:

19 All current and former non-exempt employees who worked for Bimbo Bakeries USA,
20 Inc. and/or Bimbo Bakehouse LLC within the State of California from January 3,
21 2021 through October 14, 2025 (“Class Period”) who have not submitted a timely
and valid request for exclusion from the settlement.

22 5. CounselOne, PC is appointed Class Counsel.

23 6. Plaintiff is appointed Class Representative.

24 7. The Court approves CPT Group, Inc. as the Settlement Administrator.

25 8. The Court finds that the Class Notice as mailed to Class Members by the Settlement
26 Administrator was the best notice practicable under the circumstances. The Class Notice provided
27 adequate notice of the proceedings and of the matters set forth therein, including the proposed terms
28 of settlement as set forth in the Settlement Agreement, to all persons entitled to such notice, and said

1 Class Notice fully satisfied the requirements of the law and the requirements of due process.

2 9. The Court finds that the Settlement Agreement is fair, adequate, and reasonable to
3 Participating Class Members and Aggrieved Employees, is in the best interest of Participating Class
4 Members and Aggrieved Employees, has been entered into in good faith, and should be finally
5 approved. More specifically, the Court finds that the settlement was reached following meaningful
6 discovery and investigation conducted by Class Counsel, that the settlement is the result of
7 informed, adversarial, and arm's-length negotiations between the Parties, and that the terms of the
8 settlement are fair, adequate, and reasonable. In so finding, the Court has considered all of the
9 evidence presented, including evidence regarding the strength of Plaintiff's case, the risk, expense,
10 and complexity of the claims presented, the likely duration of further litigation, the amount offered
11 in the settlement, the extent of investigation and discovery completed, and the experience and views
12 of Class Counsel. The Court considers the absence of any objections as a favorable response from
13 Class Members. The settlement represents a fair resolution of all claims asserted on behalf of
14 Plaintiff, Participating Class Members, and Aggrieved Employees, and fully and finally resolves all
15 such claims.

16 10. The Court hereby approves the settlement set forth in the Settlement Agreement
17 and finds that it is, in all respects, fair, adequate, and reasonable, and directs the Parties and the
18 Settlement Administrator to effectuate the settlement according to its terms. The Court finds that
19 the settlement has been reached as a result of intensive, serious and non-collusive arm's-length
20 negotiations. The Court finds that the Parties have conducted extensive investigation and research,
21 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also
22 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay
23 and risks that would be presented by the further prosecution of this action. The Court has noted the
24 significant benefits to Participating Class Members and Aggrieved Employees under the settlement.

25 11. The Court finds that no Class Member has objected to the settlement and only five
26 (5) Class Members have opted-out of (requested exclusion from) the class settlement: Rhoda Veals,
27 Hiromi Harris, David Chavez, Tracy Orrick Davis, and Dehuith de Los Santos Martinez.

28 12. As of the Effective Date, Plaintiff and all Class Members who did not submit valid

requests for exclusion from the settlement (i.e., Participating Class Members), for the period from January 3, 2021 and ending on October 14, 2025, will release and forever discharge Defendants and all affiliated and related parties and entities (including their past and/or present affiliates, parents, subsidiaries, predecessors, owners, successors, shareholders, division, and each of these entities' past and present directors, officers, managing agents, employees, partners, benefit plans, shareholders, and representatives) ("Releasees") from any and all wage and hour and wage payment claims, obligations, demands, actions, rights, causes of action, and liabilities (including state statutory and common law claims) that Class Members have or may have against the Releasees that accrued or arose during the Class Period ("Class Members' Released Claims"), including but not limited to: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide compliant meal periods and/or failure to pay meal period premiums; (d) failure to provide compliant rest periods and/or failure to pay rest period premiums; (e) failure to provide accurate itemized employee wage statements; (f) failure to timely pay wages during and upon separation of employment; (g) failure to reimburse business expenses; (h) failure to maintain temperature providing reasonable comfort; (i) all other claims that are or were asserted or that could have been asserted based on the facts alleged in this action; (j) unfair competition; and (k) penalties (including civil, statutory, and/or wage penalties, including penalties under PAGA based on the underlying Labor Code violations), liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief, or additional damages which allegedly arise from the claims described in (a) through (k) above under any applicable law.

13. The Class Members' Released Claims specifically include the following claims:

a. Statutory Claims: any and all claims that were pled or that could have been pled based on the facts alleged in this action arising under the Labor Code, including sections 201-204, 210, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1199, 2698-2699.8, 2800, 2802, and Business and Professions Code section 17200 et seq.

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1 b. Common Law and/or Equitable Claims: Any and all common law or equitable
2 claims; under any theory whatsoever, to the extent that such claims arise out of the alleged facts,
3 circumstances, and occurrences underlying the allegations that are or were asserted or that could
4 have been asserted based on the facts alleged in this action.

5 The Class Members' Released Claims exclude all other claims, including claims for
6 wrongful termination, unemployment insurance, disability, social security, and workers'
7 compensation.

8 14. Notwithstanding the foregoing, all Aggrieved Employees, whether or not they
9 submit a request for exclusion from the class portion of the settlement, who are or were employed
10 by Defendants during the PAGA Period (beginning on July 25, 2021 and ending on October 14,
11 2025) will be mailed their respective portion of the 25% of the PAGA Payment and will no longer
12 be able to seek civil penalties arising under the PAGA during the PAGA Period for claims based on
13 (i) any of the underlying claims and factual allegations that were alleged, or reasonably could have
14 been alleged, (ii) the facts contained in Plaintiff's operative complaint and/or in Plaintiff's notice
15 provided to the California Labor and Workforce Development Agency ("LWDA") in connection
16 with this action, and/or (iii) the claims enumerated in the Class Members' Released Claims (the
17 "PAGA Release"). It is understood and agreed that Aggrieved Employees will not have the
18 opportunity to opt out of this PAGA Release even if they have validly and timely requested to be
19 excluded from the settlement.

20 15. The Court orders that, upon the date of final approval by the Court of this
21 settlement, the settlement shall be the exclusive remedy for any and all released claims as to each
22 and every Participating Class Member and Aggrieved Employee.

23 16. Plaintiff and all Participating Class Members, except the Class Member(s)
24 identified in Paragraph 11 above, are hereby enjoined from filing or prosecuting any other cases,
25 claims, suits, or administrative proceedings involving the Class Members' Released Claims. All
26 Aggrieved Employees, including the Class Members identified in Paragraph 11 above if they qualify
27 as Aggrieved Employees, are hereby enjoined from filing or prosecuting any other cases, claims,
28 suits, or administrative proceedings involving any and all claims that are covered by the PAGA

1 Release.

2 17. The Court orders that Defendants pay the Gross Settlement Amount of \$1,100,000
3 as provided for in the Settlement Agreement. The Gross Settlement Amount shall be inclusive of
4 settlement payments to Participating Class Members (including the employer's share of taxes on the
5 portion allocated as wages), Service Payment to the Class Representative, Settlement
6 Administration Costs to the Settlement Administrator, Attorneys' Fees and Costs to Class Counsel,
7 and PAGA Payment, including payment to the LWDA and to Aggrieved Employees.

8 18. The requested award of attorneys' fees to Class Counsel in the amount of \$385,000
9 is approved as fair, adequate, and reasonable.

10 19. The requested award of costs in the amount of \$14,222.97 to Class Counsel for
11 reimbursement of their litigation expenses is approved as fair, adequate, and reasonable.

12 20. The service payment to the Class Representative in the amount of \$7,500 is
13 approved as fair and reasonable compensation for the Class Representative's efforts in initiating this
14 action, the time and effort involved, the risks assumed by him, and the benefits conferred on the
15 Participating Class Members and Aggrieved Employees through his efforts.

16 21. The Court finds that the PAGA Payment of \$80,000—of which 75% (or \$60,000)
17 is allocated for payment to the LWDA for civil penalties pursuant to statute, and 25% (or \$20,000)
18 is to be distributed to Aggrieved Employees—is fair, adequate, and reasonable, and orders the
19 Settlement Administrator to distribute these payments in conformity with the terms of the Settlement
20 Agreement.

21 22. The Court approves the Settlement Administration Costs payment in the amount of
22 \$49,500 to the Settlement Administrator, CPT Group, Inc., for settlement administration services
23 performed in connection with this action.

24 23. Within ten (10) business days after Defendants fully fund the Gross Settlement
25 Amount, the Settlement Administrator shall distribute payments as follows: the Settlement
26 Administrator will mail Individual Settlement Amount checks to the Participating Class Members
27 and Aggrieved Employees, and issue payments for Class Counsel's Attorneys' Fees and Costs,
28 Plaintiff's Service Payment, and payment to the LWDA from the PAGA Payment, and will pay

1 itself the Settlement Administration Costs. The Settlement Administrator shall also remit the
2 employer's share of payroll taxes to the appropriate taxing authorities.

3 Based on the foregoing Order, the Court enters the following Judgment:

4 **Judgment**

5 Judgment is hereby entered pursuant to California Rules of Court, Rule 3.769(h). This
6 Judgment may not be construed, or be used, as an admission of any fault, wrongdoing, omission,
7 concession, or liability whatsoever by or against Defendants. Without affecting the finality of this
8 Order and further pursuant to Rule 3.769(h), the Court retains exclusive and continuing jurisdiction
9 over the litigation for purposes of supervising, implementing, interpreting, and enforcing this Order
10 and the Settlement Agreement.

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12 **IT IS SO ORDERED.**

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15 Dated: 1/28/2026



16 Hon. Stephanie L. Jamieson
17 Judge of the Superior Court
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PROOF OF SERVICE

I am employed in the City of San Francisco and County of San Francisco, State of California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 601 Montgomery Street, Suite 840, San Francisco, CA 94111.

On January 26, 2026, I served a copy of the within document(s):

**[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT, ATTORNEYS' FEES AND COSTS, SETTLEMENT
ADMINISTRATION COSTS, AND CLASS REPRESENTATIVE SERVICE PAYMENT**

on the interested parties:

- ☐ VIA U.S. MAIL: I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice such sealed envelope(s) would be deposited with the U.S. postal service on the above date with postage thereon fully prepaid, at San Francisco, California.
- ☐ VIA OVERNIGHT SERVICE: By placing the document(s) listed above in a sealed _____ envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a _____ agent for delivery.
- ☐ VIA PERSONAL SERVICE: By causing to be delivered the document(s) listed above to the person(s) at the address(es) set forth below.
- ☒ VIA E-MAIL: By transmitting a PDF version of the document(s) by e-mail to the person(s) set forth below using the e-mail address(es) indicated, pursuant to the parties' electronic service agreement.

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Email: anthony@counselonegroup.com
bart@counselonegroup.com

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 26, 2026, at Mill Valley, California.


Barbra Linsenbigler