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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JADE BROOKS, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

BAD BAKERS INC DBA BAD BAKERS, a California corporation; BAD STARS INC, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 34-2022-00332118-CU-OE-GDS

[Assigned for All Purposes to the Honorable Peter K. Southworth, Dept. 8B]

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

Final Approval Hearing:
Date: December 18, 2026
Time: 9:00 a.m.
Dept.: 8B

Complaint filed:	December 29, 2022
FAC filed:	November 12, 2025
Trial date:	Not set

Plaintiff Jade Brooks's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on December 18, 2026, at 9:00 a.m., in Department 8B of the Superior Court of California, County of Sacramento, located at Tani G. Cantil-Sakauye Courthouse, 500 G Street, Sacramento, CA 95814. Plaintiff now seeks an order granting final approval of the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendant Bad Bakers, Inc. ("Defendant") (Plaintiff and Defendant collectively, the "Parties"), a copy of which is attached to the Declaration of Lucy Nguyen in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. On August 5, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement granted on August 5, 2026, and the instant Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as well as oral argument presented to the Court, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Settlement Class Members.

2. The Court finds that the Class, as defined below, is properly certified as a class for settlement purposes only:

> all current and former hourly, non-exempt employees employed by Defendant in the State of California during the Class Period.

3. "Class Period" means the period from December 29, 2018, through October 10, 2024.

4. The Court appoints Plaintiff Jade Brooks as Class Representative for settlement purposes only.

5. The Court appoints Tyler J. Woods and Trenten N. Bilodeaux of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive a settlement share, their right to comment on or object to the Settlement or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

7. No Class Members objected to the Settlement.

8. No Class Members requested exclusion from the Settlement.

9. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

10. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

11. Class Members who have not opted out will be bound by the Settlement, except Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a portion of the amount set aside for their share of the settlement of civil penalties, regardless of whether they opt out of the Settlement.

12. The Court finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

13. Defendant shall fund $65,000.00 of the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 (thirty) calendar days after the Effective Date. Defendant will then fund the remaining balance of $60,000.00 and the amounts necessary to fully pay Defendant's share of employer-side payroll taxes by transmitting the funds to the Administrator no later than six (6) months after the Effective Date.

14. Within seven (7) days after Defendant fully funds the GSA and the Effective Date has passed, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. The "Effective Date" is defined as the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

16. In addition to any recovery Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff Jade Brooks in the amount of $5,000.00.

17. The Court approves payment from the Gross Settlement Amount for civil penalties under PAGA in the amount of $12,500.00 with the LWDA to receive 75% ($9,375.00), and the remaining 25% ($3,125.00) to be distributed to Aggrieved Employees, defined as all current and former hourly, non-exempt employees employed by Defendant in the State of California from January 13, 2022, through October 10, 2024. The Court finds and determines that such payment is

fair, reasonable, and appropriate.

18. The Court approves payment from the Gross Settlement Amount for attorneys' fees to Class Counsel in the amount of $41,666.67, and the reimbursement of litigation costs in the amount of $15,245.93. Both are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. The Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

19. The Court approves payment from the Gross Settlement Amount for settlement administration services in the amount of $8,000.00 to the Administrator Phoenix Class Action Administration Solutions.

20. Individual Class Payment and Individual PAGA Payment checks will be valid for 180 days after mailing by the Administrator. If a Class Member fails to cash the check his or her Individual Class Payment or Individual PAGA Payment within 180 days after it is mailed to him or her, the Administrator will distribute the funds represented by the check to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no unpaid residue subject to Code of Civil Procedure section 384, subdivision (b).

21. Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

(a) Released Class Claims: "All Participating Class Members will waive and release all claims asserted in the Operative Complaint filed in the Class Action or that could have been alleged based on the factual allegations asserted in the complaint filed in the Class Action during the Class Period, including claims for: (1) Failure to Pay Minimum and Straight Time Wages under California Labor Code §§ 204, 1194, 1194.2, and 1197 and the applicable Industrial Welfare Commission ("IWC") Wage Order; (2) Failure to Pay Overtime Wages under California Labor Code §§ 510, 1194

and 1198 and the applicable IWC Wage Order; (3) Failure to Provide Meal Periods under California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (4) Failure to Authorize and Permit Rest Periods under California Labor Code § 226.7 and the applicable IWC Wage Order; (5) Failure to Timely Pay Wages at Termination under California Labor Code §§ 201-203 and the applicable IWC Wage Order and any other applicable statute; (6) Failure to provide Accurate Itemized Wage Statements under California Labor Code § 226 and any other applicable statute; (7) Failure to Indemnify Employees for Expenditures under California Labor Code § 2802 and any other applicable statute; and (8) Violation of Business & Professions Code § 17200 et seq. (collectively the "Released Class Claims")."

(b) Released PAGA Claims: "The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged or could have been alleged based on the facts alleged in Plaintiff's PAGA Notice to the LWDA and the complaint filed in the PAGA Action, or that could have been based on the facts asserted in the PAGA Notice and the complaint filed in the PAGA Action against Released Parties, including but not limited to, include, but are not limited to, penalties under California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2699(f)(2) and applicable Industrial Wage Orders (collectively the "Released PAGA Claims")."

22. "Released Parties" means Defendant and Defendant's officers, directors, employees and agents.

23. The Parties and Administrator are hereby ordered to comply with the terms of the Settlement.

24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

25. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

26. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

27. A Settlement Compliance Hearing is set for Friday, August 6, 2027, at 10:30 a.m. in Department 8B of the above-captioned Court.

28. Class Counsel shall file a declaration regarding the status of the distribution of the settlement funds, together with the Administrator's declaration attesting to its disbursements under the Settlement, no later than 15 days prior to the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HONORABLE PETER K. SOUTHWORTH
JUDGE OF THE SUPERIOR COURT