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

ESABELLA SERPA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

PRIDE BAKERIES, LLC DBA PANERA
BREAD BAKERY CAFES, a California limited
liability company; PRIDE BAKERIES II, LLC
DBA PANERA BREAD BAKERY CAFES, a
California limited liability company; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 30-2024-01376508-CU-OE-CXC

*[Assigned for All Purposes to the Hon.
Melissa R. McCormick, Dept. CX-105]*

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

Final Approval Hearing:

Date: October 8, 2026

Time: 2:00 p.m.

Dept.: CX-105

Action Filed: January 29, 2024

1 Plaintiff Esabella Serpa's ("Plaintiff") Motion for Final Approval of Class Action and
2 PAGA Settlement came before this Court on October 8, 2026, at 2:00 p.m., in Department CX-
3 105 of the Superior Court of California, County of Orange, located at 751 W. Civic Center
4 Drive, Santa Ana, California 92701. Plaintiff now seeks an order granting final approval of the
5 Class Action and PAGA Settlement Agreement and Amendment to Class Action and PAGA
6 Settlement Agreement (collectively, the "Settlement" or "Settlement Agreement") between
7 Plaintiff and Defendants Pride Bakeries, LLC DBA Panera Bread Bakery Cafes and Pride
8 Bakeries II, LLC DBA Panera Bread Bakery Cafes (collectively "Defendants") (Plaintiff and
9 Defendants collectively, the "Parties"), a copy of which is attached to the Order Granting
10 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement [ROA No.
11 169] as Exhibits A and B, respectively. All terms used herein shall have the same meaning as
12 defined in the Settlement Agreement.

13 On May 15, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary
14 Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance
15 with the Preliminary Approval Order, Class Members have been given notice of the terms of
16 the Settlement and the opportunity to comment on or object to it or to exclude themselves from
17 its provisions. Having received and considered the Settlement Agreement, the supporting papers
18 filed by the Parties, and the evidence and argument in conjunction with the Motion for
19 Preliminary Approval of Class Action and PAGA Settlement granted on May 15, 2026, and the
20 instant Motion for Final Approval of Class Action and PAGA Settlement and supporting papers,
21 as well as oral argument presented to the Court, the Court grants final approval of the Settlement
22 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

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

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

27 all persons who worked for any Defendant in California as an hourly-paid
28 or non-exempt employee at any time during the Class Period.

1 3. “Class Period” means the period from August 4, 2019, through January 25, 2025.

2 4. The Court appoints Plaintiff Esabella Serpa as Class Representative for settlement
3 purposes only.

4 5. The Court appoints John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, Andrew
5 Sandoval, and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel for settlement
6 purposes only.

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

13 7. No Class Members objected to the Settlement.

14 8. No Class Members requested exclusion from the Settlement.

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

20 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
21 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
22 requirements for final approval of this class action settlement under California law, including the
23 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
24 3.769.

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

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

4 13. No later than 14 days after the Effective Date, Defendants shall fully fund the Gross
5 Settlement Amount of \$585,000.00 and the amounts necessary to fully pay Defendants’ share of
6 payroll taxes by transmitting the funds to the Administrator.

7 14. Within 10 days after Defendants fully fund the Gross Settlement Amount, the
8 Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments,
9 the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment,
10 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
11 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment,
12 and the Class Representative Service Payment shall not precede disbursement of Individual Class
13 Payments and Individual PAGA Payments.

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

21 16. In addition to any recovery Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff’s efforts on behalf of the Settlement Class, the Court hereby approves
23 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
24 Esabella Serpa in the amount of \$5,000.00.

25 17. The Court approves payment from the Gross Settlement Amount for civil penalties
26 under PAGA in the amount of \$30,000.00 with the LWDA to receive 75% (\$22,500.00), and the
27 remaining 25% (\$7,500.00) to be distributed to Aggrieved Employees, defined as all persons who
28 worked for any Defendant in California as an hourly-paid or non-exempt employee at any time

1 during the PAGA Period (July 25, 2022, through January 25, 2025). The Court finds and
2 determines that such payment is fair, reasonable, and appropriate.

3 18. The Court approves payment from the Gross Settlement Amount for attorneys' fees
4 to Class Counsel in the amount of \$175,500.00, and the reimbursement of litigation costs in the
5 amount \$15,694.81. Both are reasonable amounts. The reasonableness of the fee award is
6 determined based on a reasonable percentage of the common fund obtained for the Class. The
7 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages
8 efficient litigation practices and reflects the actual benefit obtained for the Class.

9 19. The Court approves payment from the Gross Settlement Amount for settlement
10 administration services in the amount of \$16,990.00 to the Settlement Administrator, Apex Class
11 Action LLC.

12 20. Individual Settlement Payments checks will be valid for 180 days after mailing by
13 the Settlement Administrator. The Administrator will cancel all checks not cashed by the Void
14 Date. For any Class Member whose Individual Class Payment check or Individual PAGA Payment
15 check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds
16 represented by such checks to the California Controller's Unclaimed Property Fund in the name of
17 the Class Member.

18 21. Effective on the date when Defendants fully fund the Gross Settlement Amount and
19 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
20 Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released
21 Parties as follows:

22 (a) Released Class Claims: "All Participating Class Members will release all
23 claims, rights, demands, liabilities, and causes of action, alleged or which could have reasonably
24 been alleged based on the facts alleged in the operative Complaint, including but not limited to:
25 (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194,
26 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§
27 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7
28 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7);

(5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, et seq.). The enumeration of these specific claims shall neither enlarge nor narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period.”

(b) Released PAGA Claims: “All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff’s PAGA Notice, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) willful misclassification (pursuant to Cal. Labor Code § 226.8); (13) retaliation (pursuant to Cal. Labor Code § 1102.5); and (14) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558). The Released PAGA Claims are those that

1 accrued during the PAGA Period.”

2 22. “Released Parties” means Defendants and Defendants’ subsidiaries, owners,
3 shareholders, and managerial employees.

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

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

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

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

20 27. A Final Accounting Hearing is set for a date between July 1, 2027 and September
21 1, 2027: _____, at _____ a.m/p.m. in Department CX-105 of the above-captioned Court.

22 28. A Final Accounting Status Report shall be filed at least nine (9) court days prior to
23 the Final Accounting Hearing. If the Court is satisfied that the settlement funds have been fully
24 distributed, no appearance will be required at the Settlement Compliance Hearing.

25 29. The Administrator shall post a copy of this Order and Judgment on its website for
26 180 days.

27 **IT IS SO ORDERED.**

28 Dated: _____

HONORABLE MELISSA R. MCCORMICK

JUDGE OF THE SUPERIOR COURT

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