

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Arman Marukyan (SBN 327150)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021
Attorneys for Plaintiff Joshua Wolfe and the Class

Zachary M. Crosner (SBN 272295)
Jamie K. Serb (SBN 289601)
Nikki Trenner (SBN 316007)
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637 / Fax: (310) 510-6429
Attorneys for Plaintiff Veronica Topete and the Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 22 2025

BY 
VALERIE URUENA, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOSHUA WOLFE, VERONICA TOPETE,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other PAGA Employees pursuant to
the California Private Attorneys General Act;

Plaintiffs,

vs.

SOUTH COAST BAKING, LLC, a California
limited liability company; SOUTH COAST
BAKING COMPANY, an unknown business
entity; RISE BAKING COMPANY, an
unknown business entity; RISE BAKING
COMPANY, LLC, a Delaware Limited
Liability Company; RISE BAKING
ARTISAN BREAD, LLC, a Delaware
Limited Liability Company; RISE BAKING
SWEET GOODS, LLC, a Delaware Limited
Liability Company; BRILL, INC., a Delaware
Limited Liability Company; and DOES 1
through 100, inclusive,

Defendants.

Case No. CIVSB2224856

Honorable Christian Towns
Department S26

CLASS ACTION

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

Date: April 22, 2025
Time: 8:30 a.m.
Department: S26

Complaint Filed: October 27, 2022
FAC Filed: April 17, 2024
Trial Date: None Set

1 This matter has come before the Honorable Christian Towns in Department S26 of the
2 above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, at 8:30
3 a.m. for Plaintiffs’ Motion for Final Approval of Class Action Settlement, Plaintiffs’ Counsel
4 Award, and Enhancement Payments (“Motion for Final Approval”). Lawyers *for* Justice, PC
5 appeared on behalf of Plaintiff Joshua Wolfe, Crosner Legal, PC appeared on behalf of Plaintiff
6 Veronica Topete (collectively, “Plaintiffs”), and Bryan Cave Leighton Paisner LLP appeared on
7 behalf of Defendants South Coast Baking, LLC, Rise Baking Company, LLC, Rise Baking Artisan
8 Bread, LLC, Rise Baking Sweet Goods, LLC, and Brill, Inc. (“Defendants”).

9 On October 22, 2024, the Court entered an Order Granting Preliminary Approval of Class
10 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
11 of the above-entitled action (“Action”) in accordance with the Class Action and PAGA Settlement
12 Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the
13 exhibits annexed thereto set forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
19 Settlement Agreement.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

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1 All current and former hourly paid or non-exempt employees who worked
2 for the Defendant within the State of California at any time during the
3 period from October 27, 2018 through February 12, 2024 ("Class" or "Class
Members").

4 4. The Court Approved Notice of Class and Representative Action Settlement
5 ("Notice Packet") that was provided to the Class Members, fully and accurately informed the Class
6 Members of all material elements of the Settlement and of their opportunity to participate in the
7 Settlement, object to or comment to the Class Settlement, or to seek exclusion from the Class
8 Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient
9 notice to all Class Members; and complied fully with the laws of the State of California, the United
10 States Constitution, due process and other applicable law. The Notice Packet fairly and adequately
11 described the Settlement and provided the Class Members with adequate instructions and a variety
12 of means to obtain additional information.

13 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
14 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
15 specifically, the Court finds that the Settlement was reached following meaningful discovery and
16 investigation conducted by Lawyers *for* Justice, PC and Crosner Legal, PC (together, "Class
17 Counsel"); that the Settlement is the result of serious, informed, adversarial, and arms-length
18 negotiations between the parties; and that the terms of the Settlement are in all respects fair,
19 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,
20 including evidence regarding the strength of Plaintiffs' claims; the risk, expense, and complexity
21 of the claims presented; the likely duration of further litigation; the amount offered in the
22 Settlement; the extent of investigation and discovery completed; and the experience and views of
23 Class Counsel. The Court has further considered the absence of objections to the Class Settlement
24 submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected
25 in accordance with the Settlement Agreement and the following terms and conditions.

26 6. A full opportunity has been afforded to the Class Members to participate in the
27 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
28 heard. The Court also finds Class Members also have had a full and fair opportunity to exclude
themselves from the Class Settlement. Accordingly, the Court determines that all Class Members

1 who have not submitted a timely and valid Request for Exclusion from the Class Settlement
2 (“Settlement Class Members”), are bound by the Class Settlement and by this order and judgment
3 (“Final Approval Order and Judgment”), and the State of California and all current and former
4 hourly paid or non-exempt employees who worked for the Defendant within the State of California
5 at any time during the period from January 8, 2022 through February 12, 2024 (“PAGA
6 Employees”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

7 7. The Court finds that allocation of \$50,000.00 toward penalties under the California
8 Private Attorneys General Act of 2004 (“PAGA Settlement Amount”), is fair, reasonable, and
9 appropriate, and hereby approved. The Administrator shall distribute the PAGA Settlement
10 Amount as follows: the amount of \$37,500.00 to the California Labor and Workforce Development
11 Agency (“PAGA Payment”), and the amount of \$12,500.00 to be distributed to the PAGA
12 Employees, in accordance with the terms and methodology set forth in the Agreement.

13 8. The Court finds that payment of Administration Costs in the amount of \$9,500.00
14 is appropriate for the services performed and costs incurred and to be incurred for the notice and
15 settlement administration process. It is hereby ordered that the Administrator, Phoenix Settlement
16 Administrators, shall issue payment to itself in the amount of \$9,500.00, in accordance with the
17 terms and methodology set forth in the Agreement.

18 9. The Court finds that the Enhancement Payments sought are fair and reasonable for
19 the work performed by Plaintiffs Wolfe and Topete on behalf of the Class. It is hereby ordered that
20 the Administrator issue payment in the amount of \$10,000.00 each to Plaintiffs Joshua Wolfe and
21 Veronica Topete for their Enhancement Payments, according to the terms and methodology set
22 forth in the Agreement.

23 10. The Court finds that the requested attorneys’ fees in the amount of \$400,000.00 to
24 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
25 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
26 are hereby approved. It is hereby ordered that the Administrator issue payment in the amount of
27 \$400,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology
28 set forth in the Agreement.

1 11. The Court finds that the requested litigation costs and expenses of \$17,869.05 to
2 Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Administrator issue
3 payment in the amount of \$17,869.05 to Class Counsel for reimbursement of litigation costs and
4 expenses, in accordance with the terms and methodology set forth in the Agreement.

5 12. The Court hereby orders that upon the Effective Date and full funding of the Gross
6 Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the
7 Individual Settlement Shares), Plaintiffs and all Settlement Class Members shall be conclusively
8 determined to have given a release of any and all Released Class Claims against the Released
9 Parties, in accordance with the terms set forth in the Settlement Agreement.

10 13. The Court hereby orders that upon the Effective Date and full funding of the Gross
11 Settlement Amount, Plaintiffs, the State of California, and all PAGA Employees shall be
12 conclusively determined to have given a release of any and all Released PAGA Claims against the
13 Released Parties, in accordance with the terms set forth in the Settlement Agreement.

14 14. The Court hereby orders that within ten (10) calendar days after the Effective Date,
15 Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to
16 fully pay Defendants' share of payroll taxes pursuant to the Administrator's wire instructions.

17 15. The Court hereby orders that within fourteen (14) calendar days after Defendants
18 fund the Gross Settlement Amount, the Administrator shall distribute checks for all Individual
19 Settlement Payments, all Employees' PAGA Amounts, the PAGA Payment, the Administration
20 Costs, the Plaintiffs' Counsel Award, and the Enhancement Payments, according to the
21 methodology and terms set forth in the Settlement Agreement.

22 16. The face of each check shall prominently state the date (not less than one hundred
23 eighty (180) calendar days after the date of mailing) when the check will be voided. For any Class
24 Member or PAGA Employee whose check is uncashed and cancelled after the void date, the
25 Administrator shall transmit the funds represented by such checks to the California Controller's
26 Unclaimed Property Fund in the name of the Class Member and/or PAGA Employee whose check
27 is cancelled. All Settlement Class Members and PAGA Employees shall be bound by the terms
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1 and conditions of this Settlement Agreement regardless of whether or not they cash or otherwise
2 negotiate their Individual Settlement Payment check and/or PAGA check.

3 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
4 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
5 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
6 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
7 any dispute arising from or in connection with the distribution of settlement benefits.

8 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
9 Settlement Class Members and PAGA Employees by posting a copy of the Final Approval Order
10 and Judgment on the Administrator's website for a period of at least sixty (60) calendar days after
11 the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

12 19. A Final Compliance Hearing is set for March 13, 2026 at 8:30am
13 a.m./p.m. in Department S26. Class Counsel shall submit a final accounting report regarding the
14 status of the settlement administration at least five (5) court days prior to the Final Compliance
15 Hearing.

16 Dated: 4.22.2025 C. Towns
17 Honorable Christian Towns
18 Judge of the Superior Court
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