

FILED
San Francisco County Superior Court



APR 09 2026

CLERK OF THE COURT
BY: Edmund J. [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

RUDOLPH FERGUSON, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

CITY BAKING COMPANY, a California
Corporation; and DOES 1-50, inclusive,

Defendants.

Case No. CGC-24-615568

ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Plaintiff's motion for final approval of class action settlement came before this Court on March 30, 2026. Having considered the motion and accompanying memorandum, the Settlement Agreement,¹ and the file in this case, the Court hereby finds and orders as follows.

1. Unless otherwise specified, terms in this Order Granting Final Approval of Class Action Settlement (the "Final Approval Order") shall have the same definition as used in the Settlement Agreement.

2. The Court granted preliminary approval of the class and PAGA representative action settlement on October 22, 2025 ("Preliminary Approval Order"). In accordance with the Settlement Agreement and the Preliminary Approval Order, Phoenix Settlement Administrators distributed notice to all members of the putative class by first-class mail and email. The Class Notice informed the putative class of the terms of the Settlement, of their right to receive their proportional Settlement Payment, of

¹ "Settlement Agreement" or "Settlement" refers to the Amended Class Action And PAGA Settlement Agreement attached as Exhibit B to the Declaration of Mehrdad Bokhour filed on February 13, 2026.

1 their right to request exclusion from the Class and the Settlement, of their right to comment upon or object
2 to the Settlement, and to appear by themselves or by counsel at the Final Approval Hearing.

3 3. The Court finds that the Class Notice and notice procedure met the requirements of due
4 process and constituted the best notice practicable under the circumstances.

5 4. No Settlement Class Member filed a written objection to the proposed Settlement as part of
6 this notice process or stated an intention to appear at the Final Approval Hearing. No Settlement Class
7 Member appeared and objected at the Final Approval Hearing.

8 5. No Settlement Class Member requested exclusion from the settlement. Accordingly, this
9 Order binds all Settlement Class Members.

10 6. With respect to the Settlement Class and for purposes of approving this Settlement only,
11 this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
12 joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and
13 there is a well-defined community of interest among members of the Class with respect to the subject
14 matter of the Action; (c) the Class Representative's claims are typical of the claims of the members of the
15 Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the
16 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
17 controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to
18 serve as counsel for Plaintiff in their individual and representative capacities for the Class.

19 7. The Court hereby certifies the following Class for settlement purposes only: All
20 individuals who are or were employed by City Baking as nonexempt hourly employees in California
21 during the Class Period, which runs from June 18, 202 through June 4, 2025.

22 8. For settlement purposes only, the Court finally appoints Plaintiff Rudolph Ferguson as the
23 Settlement Class Representative.

24 9. For settlement purposes only, the Court finally appoints Mehrdad Bokhour of Bokhour
25 Law Group, P.C., and Joshua Falakassa of Falakassa Law, P.C., as Class Counsel.

26 10. The Court finds and determines that the terms of the Settlement Agreement are fair,
27 reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms. The
28 Court finds that the Settlement was reached as a result of informed and non-collusive arm's-length

1 negotiations facilitated by a neutral mediator after sufficient investigation by the Parties allowing them to
2 reasonably evaluate their respective positions. The Court has reviewed the monetary recovery provided
3 as part of the Settlement and recognizes the significant value accorded to the Class.

4 11. The Court hereby approves the Gross Settlement Amount of \$600,000. Defendant shall
5 fund the Gross Settlement Amount no later than November 4, 2026. The Court hereby orders the
6 Settlement Administrator to disburse the payments from the Gross Settlement Amount as set forth herein,
7 and in accordance with the terms of the Settlement Agreement.

8 12. The Court awards reasonable attorneys' fees to Class Counsel in the amount of \$200,000.

9 13. The Court awards Class Counsel \$15,878.83 for litigation costs incurred.

10 14. The Court awards \$5,000 to the Class Representative in addition to their individual
11 settlement payment in recognition of the time and effort spent litigating the case on behalf of the Class.

12 15. The Court awards \$10,000 in PAGA penalties (75% or \$7,500 allocated to the Labor and
13 Workforce Development Agency ("LWDA") and 25% or \$2,500 allocated to the PAGA Aggrieved
14 Employees). The PAGA Aggrieved Employees covered by the Settlement consist of the following
15 individuals: Any non-exempt hourly employee who works or worked for City Baking in California at any
16 time during the PAGA Period, which runs from June 18, 2023 through June 4, 2025.

17 16. The Court awards \$7,000 in settlement administration fees to Phoenix Settlement
18 Administrators.

19 17. A status conference regarding settlement distribution is set for June 1, 2027 at 10:00 a.m.
20 A status report, accompanied by an admissible evidentiary declaration, shall be filed no later than five
21 court days prior to the status conference. The status report must state: (1) the date the Settlement
22 Administrator distributed individual settlement payments; (2) the number of checks issued; (3) the
23 number of checks cashed; (4) the number of uncashed checks; and (5) the total amount of residual funds
24 available for tender to the *cy pres* beneficiary, Legal Aid At Work.

25 18. Class Counsel must submit a copy of this order to the LWDA within ten days of entry
26 pursuant to Labor Code section 2699(s)(3).

27 19. This Order shall be posted on the Settlement Administrator's website for 180 days.
28

1 20. The Court reserves exclusive and continuing jurisdiction over the Action, the Class
2 Representative, the Class Members, and Defendant for the purposes of supervising the implementation,
3 enforcement, construction, administration, and interpretation of the Settlement Agreement, pursuant to
4 California Rules of Court, rule 3.769(h).

5
6 IT IS SO ORDERED.

7
8 Dated: April 9, 2026

A handwritten signature in black ink, appearing to read "Ethan P. Schulman", written over a horizontal line.

Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE

(CCP 1010.6, and CRC 2.251)

I, Edward Santos, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On April 9, 2026, I electronically served:

ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT

via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Date: APR 09 2026

Brandon E. Riley, Court Executive Officer

By: Edward Santos

Edward Santos, Deputy Clerk