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**FILED**  
Clerk of the Superior Court

AUG 04 2023

By: V. Secaur

**ELECTRONICALLY RECEIVED**

Superior Court of California,  
County of San Diego

05/26/2023 at 11:19:37 AM

Clerk of the Superior Court  
By Malka Manneh, Deputy Clerk

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

JULIANA BERGARA, individually, and on  
behalf of aggrieved employees pursuant to the  
Private Attorneys General Act (“PAGA”);

Plaintiff,

v.

BREAD & CIE, INC., a California corporation;  
BREAD & CIE WHOLESALE, LLC, a  
California limited liability company; and DOES  
1 through 100, inclusive;

Defendants.

Case No.: 37-2022-00001960-CU-OE-CTL

Assigned for All Purposes to:  
Honorable Timothy Taylor  
Department C-72

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PLAINTIFF’S RENEWED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT, CONDITIONAL  
CERTIFICATION, APPROVAL OF  
CLASS NOTICE, SETTING OF FINAL  
APPROVAL HEARING DATE**

Hearing Date: August 4, 2023  
Hearing Time: 1:30 p.m.  
Hearing Place: Department C-72

Complaint Filed: January 18, 2022  
FAC Filed: March 21, 2022  
SAC Filed: December 16, 2022  
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Renewed Motion for Preliminary Approval of Class Action Settlement came before  
3 this Court, the Honorable Timothy Taylor presiding, on August 4, 2023 at 10:00 a.m. The Court,  
4 having considered the papers submitted in support of the Motion, **ORDERS THE FOLLOWING:**

5 1. The following Class is conditionally certified for purposes of settlement only: all  
6 current and former non-exempt employees of Defendants Bread & Cie, Inc. and Bread & Cie  
7 Wholesale, LLC (“Defendants”) in the State of California who worked for Defendants at any time  
8 from January 18, 2018 to December 31, 2022, inclusive (“Class,” “Class Members,” and Class  
9 Period”).

10 2. The Court grants preliminary approval of the settlement based upon the terms set  
11 forth in the Class Action and PAGA Representative Action Settlement and Release (“Settlement  
12 Agreement,” “Settlement,” or “Agreement”). Attached hereto as **Exhibit 1** is a true and correct  
13 copy of the Settlement Agreement. Capitalized terms shall have the definitions set forth in the  
14 Settlement Agreement.

15 3. The settlement embodied in the Settlement Agreement appears to be fair, adequate,  
16 and reasonable to the Class. The Settlement Agreement falls within the range of reasonableness and  
17 appears to be presumptively valid, subject only to any objections that may be raised at the Final  
18 Approval Hearing.

19 4. Plaintiff Juliana Bergara (“Plaintiff”) is conditionally approved to serve as the class  
20 representative.

21 5. Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation are  
22 conditionally approved as Class Counsel for the Class.

23 6. The Court confirms CPT Group, Inc. as the Settlement Administrator.

24 7. The proposed Gross Settlement Amount of \$400,000 is conditionally approved.

25 8. The proposed payment of the Class Counsel’s Attorneys’ Fees to Class Counsel not  
26 to exceed \$133,333.33 (1/3 of the Gross Settlement Amount) and Class Counsel’s Litigation Costs  
27 to Class Counsel for litigation costs incurred not to exceed \$10,000 are conditionally approved.

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1           9.       The proposed Class Representative Incentive Payment of \$7,500 to Plaintiff for her  
2 services as the class representative is conditionally approved.

3           10.       The proposed payment of the Settlement Administration Costs not to exceed  
4 \$15,000 to the Settlement Administrator for its services is conditionally approved.

5           11.       The Court also conditionally approves the Private Attorneys General Act of 2004  
6 (“PAGA”) Payment of \$10,000 the Parties have allocated for the settlement of the claims for PAGA  
7 penalties stemming from the alleged Labor Code violations. Seventy-five percent (75%) of the  
8 PAGA Payment (\$7,500) will be paid to the California Labor and Workforce Development Agency,  
9 and the remaining twenty-five percent (25%) of the PAGA Payment (\$2,500) will be allocated to  
10 the Net Settlement Amount to be distributed to Aggrieved Employees based on the number of  
11 Credited Pay Periods worked during the PAGA Period.

12           12.       A Final Approval Hearing on the question of whether the Settlement Agreement,  
13 Class Counsel’s Attorneys’ Fees, Class Counsel’s Litigation Costs, and Class Representative  
14 Incentive Payment should be finally approved as fair, reasonable, and adequate as to all Class  
15 Members who do not timely exclude themselves from the Settlement is scheduled on the date and  
16 time set forth below.

17           13.       The Court approves, as to form and content, the Notice of Class Action Settlement  
18 and Hearing Date for Final Court Approval (“Class Notice”), attached hereto as **Exhibit 2**. The  
19 Court also approves the procedure for Class Members to participate in, to opt out of, and to object  
20 to the Settlement as set forth in the Class Notice.

21           14.       The Court directs the mailing of the Class Notice to all identified Class Members by  
22 first-class mail in accordance with the schedule set forth below. The Court finds the dates selected  
23 for the mailing and distribution of the Class Notice, as set forth in the schedule below, meet the  
24 requirements of due process, provide the best notice practicable under the circumstances, and shall  
25 constitute due and sufficient notice to all persons entitled.

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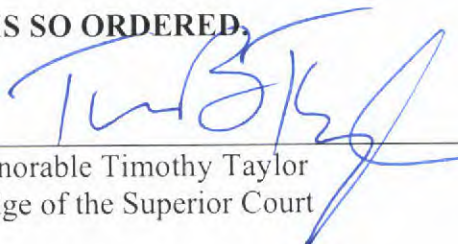
1 15. To facilitate administration of the Settlement pending final approval, the Court  
2 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits, or  
3 administrative proceedings (including, but not limited to, filing claims with the Division of Labor  
4 Standards Enforcement of the California Department of Industrial Relations) based on claims  
5 released by the Settlement unless and until such Class Members have filed valid requests for  
6 exclusion with the Settlement Administrator and the time for filing valid requests for exclusion with  
7 the Settlement Administrator has not elapsed.

8 16. The Court orders the following schedule for further proceedings:

9 a.	Deadline for Defendants to submit Class List to Settlement Administrator	Within fifteen (15) calendar days following Preliminary Approval
10 b.	Deadline for Settlement Administrator to mail the Class Notice to Class Members	Within thirty (30) calendar days of receipt of the Class List
11 c.	Deadline for Class Members to postmark requests for exclusion, written objections, and written disputes to the Settlement Administrator	Within forty-five (45) calendar days after the Class Notice is first mailed by Settlement Administrator
12 d.	Deadline for Class Members to postmark requests for exclusion, written objections, and written disputes to the Settlement Administrator if they received remailed Class Notices	Within forty-five (45) calendar days after the Class Notice is first mailed by Settlement Administrator or ten (10) calendar days after the remailing of the Class Notice, whichever is later
13 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Class Counsel's Attorneys' Fees, Class Counsel's Litigation Costs, and Class Representative Incentive Payment	Sixteen (16) Court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
14 f.	Final Approval Hearing	Jan. 12, 2024 at 1:00 a.m./p.m. in Department C-72

15 Dated: 8/4/23

16 **IT IS SO ORDERED,**

17 By:   
18 Honorable Timothy Taylor  
19 Judge of the Superior Court