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

DAMARIS ARAUZ, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

SHAW BAKERS, LLC, a California limited
liability company; PREMIUM BRANDS
HOLDINGS CORP., a Delaware corporation;
and DOES 1 TO 50,

Defendants.

Case No.: 24-CIV-01006
[Coordinated With Case Nos. 24CV065408
and 24CV067493]

Assigned for All Purposes to:
Honorable Nicole S. Healy
Department 28

CLASS ACTION

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

Complaint Filed: February 21, 2024
Trial Date: None Set

FILED
SAN MATEO COUNTY

MAY 15 2026

Clerk of the Superior Court
By *[Signature]*

Electronically
RECEIVED
DEPUTY CLERK

3/16/2026

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

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

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
3 the Honorable Nicole S. Healy presiding. The Court, having considered the papers submitted in
4 support of the Motion, **ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the settlement based upon the
6 terms set forth in the Amended Class Action and PAGA Settlement Agreement (“Settlement
7 Agreement,” “Settlement,” or “Agreement”). Attached hereto as **Exhibit 1** is a true and correct
8 copy of the Agreement. Capitalized terms shall have the definitions set forth in the Agreement.

9 2. The following Class is conditionally certified for purposes of settlement
10 only: all current and former hourly-paid or non-exempt employees of Defendants Shaw Bakers
11 LLC and Premium Brands (USA) Holdings Corp. (“Defendant”) within the State of California at
12 any time during the period from February 21, 2020, through February 19, 2025, who have not
13 already provided Defendants with releases of claims asserted in this Action (“Class,” “Class
14 Members,” and “Class Period”).

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

19 4. Plaintiffs Ingrid Alonzo, Damaris Arauz, and Angel Lagos (“Plaintiffs”) are
20 conditionally approved to serve as the class representatives.

21 5. Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation,
22 Maria Burciaga, Laura Supanich, and Jonathan Melmed of Melmed Law Group, P.C., and Susan
23 Huerta, Brendan J. Burton, and Shadi Sahebghalam of Protection Law Group, LLP are conditionally
24 approved as Class Counsel for the Class.

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

26 7. The Gross Settlement Amount of \$1,750,000 is conditionally approved.

27 ///

28 ///

1 8. The payment of the Class Counsel Fees Payment not to exceed \$612,500
2 (35% of the Gross Settlement Amount) to Class Counsel and Class Counsel Litigation Expenses
3 Payment for actual litigation costs incurred not to exceed \$50,000 to Class Counsel are
4 conditionally approved.

5 9. The Class Representative Service Payments not to exceed \$5,000 to each
6 Plaintiff (totaling \$15,000) for their services as the class representatives are conditionally approved.

7 10. The payment of the Administration Expenses Payment not to exceed \$20,000
8 to the Administrator for its services is conditionally approved.

9 11. The Court conditionally approves the Private Attorneys General Act of 2004
10 (“PAGA”) Penalties not to exceed \$100,000 the Parties have allocated for the settlement of the
11 claims for PAGA penalties stemming from the alleged Labor Code violations. Seventy-five percent
12 (75%) of the PAGA Penalties (\$75,000) will be paid to the California Labor and Workforce
13 Development Agency, and the remaining twenty-five percent (25%) of the PAGA Penalties
14 (\$25,000) will be paid to the Aggrieved Employees, on a pro rata basis.

15 12. A Final Approval Hearing on the question of whether the Settlement
16 Agreement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class
17 Representative Service Payments should be finally approved as fair, reasonable, and adequate as to
18 all Class Members who do not submit valid and timely Requests for Exclusion from the Settlement
19 is scheduled on the date and time set forth below.

20 13. The Court approves, as to form and content, the Court Approved Notice of
21 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), as attached
22 as **Exhibit A** to the Agreement. The Court also approves the procedure for the Class Members to
23 participate in, to opt out of, and to object to the Settlement as set forth in the Class Notice.

24 14. The Court directs the mailing of the Class Notice to all identified Class
25 Members via first-class United States Postal Service mail in accordance with the implementation
26 schedule set forth below. The Court finds the dates selected for the mailing and distribution of the
27 Class Notice meet the requirements of due process, provide the best notice practicable under the
28 circumstances, and shall constitute due and sufficient notice to all persons entitled.

1 15. To facilitate administration of the Settlement pending final approval, the
2 Court enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits, or
3 administrative proceedings based on claims released by the Settlement unless and until such Class
4 Members have filed valid requests for exclusion with the Administrator and the time for filing valid
5 requests for exclusion with the Administrator has not elapsed.

6 16. The Court orders the following implementation schedule for proceedings:

7	a.	Deadline for Defendant to submit Class Data to Administrator	No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement
8			
9	b.	Deadline for Administrator to mail the Class Notice to the Class Members	No later than fourteen (14) calendar days after receiving the Class Data
10			
11	c.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator	Within forty-five (45) calendar days from the initial mailing of the Class Notice
12			
13	d.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator if the Class Notice was remailed	Within an additional fourteen (14) calendar days beyond the Response Deadline
14			
15			
16	e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments	Within sixteen (16) court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
17			
18			
19	f.	Final Approval Hearing	October 21, 2026 at 2:00 p.m. in Department 28
20			

21 Dated:

22 *May 5, 2026*

IT IS SO ORDERED.

23 By:

Nicole S. Healy
Honorable Nicole S. Healy
Judge of the Superior Court