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FILED
Superior Court of California
County of Los Angeles
10/01/2026
David W. Slayton, Executive Officer / Clerk of Court
By: B. Vargas Deputy

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

TROY UMBERTUS, on behalf of all others similarly aggrieved,

Plaintiff,

v.

SUPERBA BAKING LLC, a California Limited Liability Company; SUPERBA FOOD AND BREAD HOLLYWOOD LLC, a California Limited Liability Company; SUPERBA RESTAURANTS IP, LLC, a California Limited Liability Company; SUPERBA FB VENICE, LLC, a California Limited Liability Company; SUPERBA ROSE, LLC, a California Limited Liability Company; and DOES 1-100, inclusive

Defendants.

CASE NO. 24STCV33043

Assigned for All Purposes to:
Hon. Virginia Keeny
Dept. 529

[~~PROPOSED~~] ORDER GRANTING MOTION FOR APPROVAL OF SETTLEMENT UNDER PRIVATE ATTORNEYS GENERAL ACT, AND JUDGMENT

Date: September 30, 2026
Time: 8:30 a.m.
Dept.: 529

Under Labor Code section 2699(*l*)(2) of the Private Attorneys General Act of 2004 ("PAGA"), Plaintiff Troy Umbertus's Motion for Approval of Settlement under PAGA came before the Court on a regularly noticed motion.

Plaintiff's Operative Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Operative Complaint and his letters to the Labor Workforce & Development Agency ("LWDA") dated September 27, 2024 ("PAGA Notice"), on behalf all current and former non-exempt employees who worked either directly or via a staffing agency for any one or more Defendants Superba Baking, LLC, Superba Food and Bread Hollywood, LLC, Superba Restaurants IP, LLC, Superba FB Venice, LLC, and Superba Rose, LLC ("Defendants") at any location in California during the PAGA Period of October 8, 2023 to June 7, 2026

Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and approve any settlement of any civil action filed pursuant to this part." Labor Code section 2699(*l*)(2). Accordingly, the Court, having considered the proposed settlement set forth in the Settlement Agreement, including the proposed PAGA penalties under Labor Code section 2699(*l*)(2) and having considered the papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

2. The Court finds in favor of settlement approval, and therefore approves the Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, reasonable, and adequate;

3. The Court finds further that Plaintiff, the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties (as defined in the Settlement Agreement) from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and PAGA Notice, including PAGA claims for (a) unpaid

wages of any kind, including without limitation any bonuses or alleged use of inappropriate rate of pay; (b) unpaid overtime wages; (c) failure to provide meal periods or compensation in lieu thereof; (d) failure to provide rest periods or compensation in lieu thereof; (e) failure to furnish accurate itemized wage statements; (f) failure to reimburse business expenses of any kind and nature; (g) failure to timely pay all wages due upon separation of employment; (h) failure to pay vested vacation and/or paid time off; (i) unlawful deductions; (j) failure to keep accurate business records; (k) failure to produce employment records; (l) failure to provide paid sick leave; (m) unlawful agreements and/or criminal history inquiries; and (n) violations of Labor Code § 432.6.

4. The Court finds further that the foregoing release shall be binding on Plaintiff and the State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released PAGA Claims and Released Parties.

5. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendant is directed to make all payments required by the Settlement Agreement;

6. Under the Settlement Agreement, Defendants agree to pay One Hundred Eighty Five Thousand Dollars and No Cents ($185,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Plaintiff's Service Award, Attorney's Fees and Costs, and Administration costs. No portion of the Gross Settlement Amount will revert to Defendants. Plaintiff's Counsel requests an award of attorney's fees of $61,666.66 and reimbursement of actual litigation expenses of $14,766.67, and Plaintiff requests a service award of $10,000.00. Defendants do not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement Administrator to make the following payments from the Gross Settlement Amount:

a. $61,666.66 in attorney's fees to Crosner Legal PC;

b. $14,766.67 in litigation costs to Crosner Legal PC;

c. $10,000.00 for a service award to Plaintiff Troy Umbertus; and

d. $5,990.00 in administration costs to Apex Class Action, LLC, which is hereby approved

by the Court as Settlement Administrator.

8. After deducting the foregoing payments, the estimated remainder of approximately $92,576.67 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(m), the NSA will then be distributed 65 percent (approximately $60,174.83) to the LWDA, and the remaining 25 percent (approximately $32,401.84) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement; and

9. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED AND ADJUDGED.

Dated: 10/01/2026

Virginia Keeny / Judge

Judge of the Superior Court