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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

ABDULLAH ALAGI, ABDUL AZIZ ALAJJI,
ANGELICA GARCIA, and ALFONSO M.
PADILLA, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

S-L DISTRIBUTION COMPANY, LLC, a
Delaware Company, SNYDER'S-LANCE,
Inc., a North Carolina Company, and DOES 2
through 10, inclusive,

Defendants.

S-L DISTRIBUTION COMPANY, LLC, a
Delaware company,

Cross-Complainant,

v.

ABDULLAH ALAGI, ABDULAZIZ ALAJJI,
AMA DISTRIBUTION INC. and FUTURE
DISTRIBUTION LLC, and DOES 1 through
10,

Cross-Defendants.

FILED
ALAMEDA COUNTY

JUN 08 2022

CLERK OF THE SUPERIOR COURT

By *C. J. [Signature]* Deputy

CASE NO. RG20066475

Complaint Filed: July 1, 2020

**[PROPOSED] ORDER GRANTING
APPROVAL OF PRIVATE ATTORNEY
GENERAL ACT SETTLEMENT AND
FINAL JUDGMENT**

Date: June 7, 2022
Time: 10:00 a.m.
Dept. 21
Reservation No. 627299144844

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1 Plaintiffs Abdullah Alagi and Abdul Aziz Alajji's ("Plaintiffs") Unopposed Motion for
2 Approval of the Private Attorneys General Act ("PAGA") Settlement was scheduled for hearing on
3 May 10, 2022 at 10:00 a.m. in Department 21 of the above-captioned court. The Court issued a
4 tentative ruling and continued the hearing to June 7, 2022. The parties have now submitted a
5 revised proposed order and judgment, along with a stipulation amending the Settlement
6 Agreement. After considering the Parties' submissions, and all legal authorities and documents
7 submitted in support thereof, including Parties' Settlement Agreement ("Settlement Agreement"
8 and/or "Settlement") attached as Exhibit 1 to the Declaration of Peter Rukin and the Supplemental
9 Stipulation attached as Exhibit 1 to the Supplemental Declaration of Peter Rukin, and good cause
10 appearing, **IT IS HEREBY ORDERED** that Plaintiffs' Motion is **GRANTED**, subject to the
11 following findings and orders:

12 1. All terms used herein shall have the same meaning as defined in the Settlement
13 Agreement.

14 2. The Court hereby approves, adopts, and incorporates by reference the terms and
15 conditions set forth in the Settlement Agreement and Supplemental Stipulation for settlement of
16 PAGA claims in accordance with Labor Code § 2699(1)(2). The Court finds that the Settlement
17 Agreement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the
18 Settlement Agreement according to its terms. The Court finds that the Settlement Agreement has
19 been reached as a result of informed and non-collusive arm's-length negotiations. The Court
20 further finds that the Parties were able to reasonably evaluate their respective positions. The Court
21 also finds that settlement now will avoid additional and potentially substantial litigation costs, as
22 well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed
23 the monetary recovery being provided as part of the Settlement and recognizes the significant value
24 accorded to the PAGA Settlement Members.

25 3. The Defendant shall pay the PAGA Settlement Members and the Labor and
26 Workforce Development Agency pursuant to the procedure described in the Settlement Agreement.

27 4. The Court hereby confirms Aaron Kaufmann of Leonard Carder, LLP, Peter Rukin
28 of Rukin Hyland and Riggin LLP, and Enrique Martinez of the Law Offices of John E. Hill as

1 Plaintiffs' Counsel on behalf of Plaintiffs, the State of California, and all other aggrieved
2 employees.

3 5. The Court hereby awards attorneys' fees in the amount of \$600,000 ("Plaintiffs'
4 Counsel Payment"). The Court finds that Plaintiffs' Counsel Payment is reasonable in light of the
5 relevant factors under California law and in light of the Settlement reached. The Court also
6 approves payment of litigation costs in the total amount of \$27,047.

7 6. \$20,000 of the Settlement Sum will be paid to the four representative Plaintiffs,
8 Abdullah Alagi, Abdul Aziz Alajji, Angelica Garcia, and Alfonso Padilla, (\$5,000 each) as a
9 service award in recognition of their service to the aggrieved employees and the LWDA, and the
10 risk incurred.

11 7. Up to \$5,000 of the Settlement Sum will be paid to ILYM Group, Inc., which shall
12 act as the settlement administrator and will distribute the settlement payments to the aggrieved
13 employee and the LWDA.

14 8. The Settlement Agreement is not an admission by Snyder's-Lance, Inc.
15 ("Defendant"), nor is this Order a finding of the validity of any allegations or of any wrongdoing
16 by Defendant. Neither is this Order, the Settlement Agreement, nor any document referred to
17 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be
18 used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
19 against the Defendant.

20 9. The Defendant shall have no further liability for costs, expenses, interest, attorneys'
21 fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.
22 The Court further orders, adjudges and decrees that the named Plaintiffs, as agent and proxies of
23 the State of California, are releasing the claims of the LWDA. Defendant may assert the PAGA
24 settlement as a defense to any future claims for penalties brought by the LWDA or any claims
25 brought under PAGA on behalf of the LWDA. However, as reflected in the Supplemental
26 Stipulation, the terms of the Settlement Agreement (Paragraph III.A) are amended to clarify that
27 Aggrieved Individuals are not deemed to release and discharge Defendant and Released Parties of
28 the representative claims for civil penalties. Further, the release extends only to penalties available

1 through PAGA, and does not release the individual claims of the PAGA Group, including any
2 individual claims for unreimbursed business expenses and unpaid, minimum, overtime, or other
3 wages.

4 10. After 180 days from the date of their mailing by the Settlement Administrator, any
5 settlement checks distributing Individual Settlement Payments that are returned to the Settlement
6 Administrator as undeliverable or that have not been cashed will be paid to the California Labor
7 Workforce and Development Agency.

8 11. Without affecting the finality of the Judgment or the Settlement, the Court shall
9 retain exclusive and continuing jurisdiction over the above-captioned action and the Parties for
10 purposes of enforcing the terms of the Judgment entered herein.

11 12. The claims of Plaintiffs individually and the representative claims brought on behalf
12 of all of the PAGA Settlement Group Members as proxies/agents for the State of California and the
13 Labor Workforce and Development Agency are hereby DISMISSED WITH PREJUDICE.

14 13. Within ten (10) days of entry of this Order, Plaintiff shall provide to the Labor and
15 Workforce Development Agency a copy of this Order pursuant to Labor Code section 2699(1)(3).

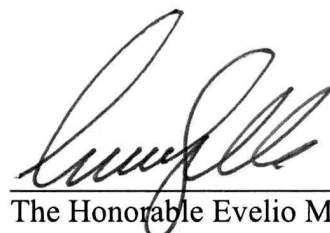
16 14. Final Judgment in this Action is entered in conformity herewith, along with the
17 Settlement Agreement (as modified by this Order and stipulation of the parties).

18 15. In accordance with California Rules of Court, this document shall constitute a final
19 judgment and this Court shall retain exclusive and continuing jurisdiction over the Action and the
20 parties to construe, interpret, implement and enforce the terms of the Settlement Agreement, to
21 supervise and adjudicate settlement administration, and to adjudicate all other post-final judgment
22 matters as appropriate.

23
24 **IT IS SO ORDERED.**

25
26 DATED: _____

08
JUN 08 2022



The Honorable Evelio M. Grillo
Judge of the Superior Court of Alameda