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FILED
Superior Court of California
County of Los Angeles
11/19/2026
David W. Slayton, Executive Officer / Clerk of Court
By: S. Barrera Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KARINA LEPE TENORIO, as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"), on behalf of the State of California and other aggrieved employees,

Plaintiff,

v.

JOYA FOOD ENTERPRISES, INC., a California corporation; CANELO ENTERPRISES, INC., a California limited liability company; GONZALEZ MANAGEMENT COMPANY, INC., a California corporation; JALOS FOOD ENTERPRISES, INC., a California corporation; SANTA ISABEL ENTERPRISES, INC., a California corporation; ZEVADA ENTERPRISES, INC., a California corporation; ZIXTA ENTERPRISES, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 21STCV28051

Assigned to the Hon. Karine Mkrtchyan

RESERVATION ID: 687628656648

~~[AMENDED PROPOSED]~~ ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT AND JUDGMENT

Complaint Filed: July 30, 2021
Trial Date: None Set

ORDER APPROVING THE PARTIES'

PAGA SETTLEMENT AGREEMENT AND JUDGMENT

1. The Court has received and considered the application of Plaintiff Karina Lepe Tenorio as an aggrieved employee, and as a private attorney general under the Labor Code Private Attorneys General Act of 2004, §§ 2698, *et seq.* ("PAGA"), for approval of the Parties' PAGA Settlement Agreement ("Settlement"). **GOOD CAUSE** having been shown, the Court hereby approves the Settlement.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Settlement.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all Parties to the action, including all Aggrieved Employees.

4. The Court has considered all relevant factors for determining the fairness of the Settlement, and has concluded that all such factors weigh in favor of approving the Settlement. In particular, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Plaintiff; that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable.

5. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiff's PAGA claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of counsel. The Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

6. Accordingly, the Court hereby finds that the Settlement is, in all respects, fair, reasonable, and adequate, and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement.

7. The Settlement is not an admission by Defendants, nor is this Order and Judgment a

finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

8. The Court approves the Gross Settlement Amount of $2,735,000.00.

9. The Court awards Plaintiff's Counsel, Capstone Law APC, attorneys' fees in the total amount of $724,015.00 and litigation costs in the amount of $50,979.35. The total attorneys' fee award is inclusive of, and not in addition to, the $5,000.00 allocated to Plaintiff's Counsel from the General Release Payment under Paragraph 13 of the Settlement Agreement. Accordingly, the fee award shall be funded as follows: $719,015.00 from the Gross Settlement Amount, and $5,000.00 from the General Release Payment. The cost award of $50,979.35 shall be paid from the Gross Settlement Amount.

10. The Court approves the $10,000.00 payment to Plaintiff Karina Lepe Tenorio under Paragraph 13 of the Settlement Agreement and finds that payment to be reasonable. Pursuant to Paragraphs 13 and 17 of the Settlement Agreement, the General Release Payment is paid separately from, and in addition to, the Gross Settlement Amount, and is not deducted in calculating the PAGA Penalties Fund.

11. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and approves Settlement Administration Costs of $30,000.00.

12. After deducting $719,015.00 in attorneys' fees, $50,979.35 in litigation costs, and $30,000.00 in Settlement Administration Costs from the Gross Settlement Amount, the PAGA Penalties Fund is $1,935,005.65, which shall be allocated as follows: Seventy-Five Percent (75%), or approximately $1,451,254.24, shall be paid to the California Labor and Workforce Development Agency, and the remaining Twenty-Five Percent (25%), or approximately $483,751.41, shall be paid to Aggrieved Employees.

13. This Judgment shall be binding on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court* (2009) 46 Cal.4th 969, 986 (holding that a judgment in a representative action brought by an aggrieved employee

under PAGA is binding not only on the named employee plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the proceeding).

14. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive and continuing jurisdiction under California Code of Civil Procedure section 664.6, over the above-captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

15. This document shall constitute a judgment under California Code of Civil Procedure section 664.6.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 11/19/2026

Hon. Karine Mkrtchyan
Los Angeles County Superior Court Judge

Karine Mkrtchyan / Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On November 9, 2026, I served the document described as: **[AMENDED PROPOSED] ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT AND JUDGMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows:

FISHER & PHILLIPS LLP 621 Capitol Mall, Suite 1400 Sacramento, California 95814 Telephone: (916) 210-0400 Facsimile: (916) 210-0401 Alden J. Parker aparker@fisherphillips.com Gregory L. Blueford gblueford@fisherphillips.com Vicki Rathke vrathke@fisherphillips.com Nancy Galeno ngaleno@fisherphillips.com	*Attorneys for,* JOYA FOOD ENTERPRISES, INC.; CANELO ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; ZIXTA ENTERPRISES, INC.

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[ ] **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order Authorizing Electronic Service, the above named document(s) has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission of these documents to the Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original document(s) and proof of service in our office.

[**X**] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 9, 2026 at Los Angeles, California.

Simone Cigar	/s/ Simone Cigar
Type/Print Name	Signature