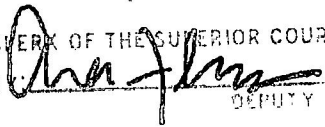


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CLERK OF THE SUPERIOR COURT

DEPUTY

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*Attorneys for Plaintiff David Chavez,
on behalf of himself, the Class,
the State of California and Aggrieved Employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MERCED**

DAVID CHAVEZ, on behalf of himself, the
Class Members, the State of California, and
Aggrieved Employees;
Plaintiff,

v.

TEASDALE FOODS, INC; and DOES 1
through 10, inclusive;

Defendants.

Case No. 21CV-03035

Hon. Mark Bacciarini
Courtroom 10

~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT

Date: January 8, 2026

Time: 8:15 a.m.

Courtroom: 10

Complaint Filed: September 7, 2021

Trial Date: None Set.

~~PROPOSED~~ JUDGMENT AND ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Chavez v. Teasdale Foods, Inc., Case No.: 21CV-03035

~~PROPOSED~~ ORDER AND JUDGMENT

The Motion for Final Approval of Class Action and PAGA Settlement (the "Motion"), filed by Plaintiff David Chavez ("Plaintiff") came on for a hearing in the above-captioned Court, the Honorable Mark Bacciarini presiding, on January 8, 2026 at 8:15 a.m. in Courtroom 10. Defendant Teasdale Foods, Inc. ("Defendant") does not oppose the Motion.

Consistent with this Court's orders granting class certification and granting preliminary approval of the Class Action and PAGA Settlement Agreement and Release ("Settlement"), attached as Exhibit 1 to the Declaration of Ori Edelstein previously filed with Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, due and adequate notice having been given to all Class Members, and having considered all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

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

2. This Court has continuing jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Participating Class Members, until the Settlement is fully administered. Cal. R. Ct., Rule 3.769(h).

3. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of Cal. Code Civ. Proc. Section 877.6. The Court further finds that the Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards and applicable requirements for final approval of the Settlement under California law, including the provisions of Cal. Code Civ. Proc. Section 382.

4. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arm's length negotiations. The Court further finds that the Parties have conducted adequate and extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the subject Action. The Court has reviewed the benefits that are being granted

1 as part of the Settlement and recognizes the significant value to the Participating Class Members.

2
3 5. The Court confirms its August 28, 2024 Order certifying a Class of all current and former
4 hourly, non-exempt workers employed by Teasdale Foods, Inc. throughout California. Following
5 Defendant's election to revise the Class Period and PAGA Period pursuant to the Escalator Clause
6 of the Settlement Agreement and California Code of Civil Procedure Section 382, the Court
7 approves and orders that the Class be certified for settlement purposes only: All current and former
8 hourly, non-exempt employees who worked for Teasdale Foods, Inc. throughout the State of
9 California for the Class Release Period from September 7, 2017 through September 17, 2024,
10 excluding Released Employees, who are Class Members who also signed an individual "Settlement
11 and Release Agreement" with Defendant between September 7, 2017, and December 31, 2023 (the
12 "Class Members").

13 6. The Court finds that distribution of the Notice of Settlement directed to the Class
14 Members as set forth in the Settlement has been completed in conformity with the Preliminary
15 Approval Order, including individual notice to all Class Members who could be identified through
16 reasonable effort, and the best notice practicable under the circumstances. The Notice of Settlement
17 provided due and adequate notice of the proceedings and of the matters set forth therein, including
18 the Settlement, to all persons entitled to the Notice, and the Notice and its distribution fully satisfied
19 all requirements of due process.

20 7. The Court finds that zero (0) Class Members objected to the Settlement and zero (0) Class
21 Members have requested exclusion from the Settlement.

22 8. The Court hereby approves the Settlement and directs the Parties to effectuate the
23 Settlement Agreement according to its terms.

24 9. Upon final approval of the Settlement and payment of the amounts set forth therein, each
25 and every Released Claim of each and every respective Settlement Class Member is and shall be
26 deemed to be conclusively released as against the Released Parties.

27 10. The Court finds and orders that the Settlement is and constitutes a fair, reasonable and
28 adequate compromise of the Released Claims against Defendants and the Released Parties.

1
2 11. The Parties entered into the Settlement to resolve the dispute that has arisen between
3 them and to avoid the burden, expense and risk of continued litigation.

4 12. The Court hereby finds the individual settlement payments provided for under the
5 Settlement and the Notice of Settlement to be fair and reasonable in light of all the circumstances.
6 The Court, therefore, orders the calculations and the payments to be made and administered in
7 accordance with the terms of the Settlement and the Notice of Settlement.

8 13. The Court hereby approves and orders payment of the Gross Settlement Amount of
9 \$1,500,000.00 ("Gross Settlement Amount"). The Court hereby approves and orders payment in
10 the amount of \$300,000.00 from the Gross Settlement Amount for the Gross PAGA Amount. Of
11 the Gross PAGA Amount of \$150,000.00, of which \$112,500.00 is payable to the California Labor
12 Workforce Development Agency and \$37,500.00 is payable to the Aggrieved Employees on a *pro*
13 *rata* distribution.

14 14. The Court hereby confirms Plaintiff David Chavez as Class Representative, and
15 Schneider Wallace Cottrell Kim LLP (formerly known as Schneider Wallace Cottrell Konecky
16 LLP) as Class Counsel in the Action.

17 15. The Court finds and orders that Plaintiff Chavez is entitled to a reasonable Service
18 Award to be paid from the Gross Settlement Amount for his service as Class Representative and in
19 consideration of his general release of Defendants. The requested service award to Plaintiff Chavez
20 is approved in the amount of \$20,000.00.

21 16. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
22 submitted by Class Counsel, the Court hereby awards Class Counsel the following: (a) Attorneys'
23 fees in the amount of \$600,000.00, representing forty-percent (40%) of Gross Settlement Amount;
24 (b) attorney's fees in the amount of \$89,200.00, representing forty-percent (40%) of \$223,640.00
25 in settlement funds Defendant has paid to Released Employees through individual Settlement and
26 Release Agreements; and, (c) legal costs in the amount of \$68,626.13, as final payment for and
27 complete satisfaction of any and all costs incurred by and/or owed to Class Counsel. The Court
28 further orders that the award of attorneys' fees and costs set forth in this paragraph shall be

administered pursuant to the terms of this order, the Settlement Agreement, and transferred and/or made payable to Class Counsel in the Action, pursuant to the implementation schedule hereinbelow.

17. The Court hereby confirms that funds from undeposited checks will be tendered to the State of California, to be held by the Controller in accordance with California's Unclaimed Property Law for the benefit of Class Members and Aggrieved Employees who did not cash their checks until such time that they claim their property, pursuant to Section 38.b of the Settlement.

18. The Court hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Settlement Administrator, Phoenix Class Action Administrative Solutions ("Phoenix"), in the amount of \$10,500.00.

19. The Court hereby orders that the deadline for making the Court-approved individual settlement awards, payment to the LWDA, attorneys' fees and costs payment, and the service award is as set forth in the implementation schedule set forth below.

20. The Court approves the following implementation schedule:

Event	Deadline
Effective Date	The date of the later of (a) if there are no objections submitted, entry by the Court of a final approval order and judgment finally certifying the Settlement Class and approving the settlement, or (b) if there are objections to the settlement, thirty-five (35) calendar days after the Court enters a final approval order and judgment approving the settlement, or (c) if any appeal, writ, or other appellate proceeding opposing the Court's final approval order approving the settlement has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the settlement have been finally and conclusively dismissed with no right to pursue further remedies or relief.
Deadline for Defendant to fund the First Installment of the Gross Settlement Amount into Phoenix's designated account, and to deposit the calculated employer tax contributions	Within thirty (30) days of Final Approval of the Settlement

1	Deadline for Defendant to fund the Second	Within one (1) year, i.e. three hundred sixty-
2	Installment of the Gross Settlement Amount	five (365) days after the First Installment is
3	into Phoenix's designated account, and to	due
4	deposit the calculated employer tax	
5	contributions	
6	Deadline for Phoenix to calculate the	As soon as practicable
7	employer's share of taxes and provide	
8	Defendant with the total amount of employers'	
9	share of taxes	
10	Deadline for Phoenix to make the Second	Within five (5) business days after the First
11	Disbursement, for payments to itself for	Installment or the Effective Date, whichever is
12	Settlement Administrator Costs from the Gross	later
13	Settlement Amount; payments to Class	
14	Counsel for Class Counsel's Costs and Fee	
15	Award from the Gross Settlement Amount;	
16	Service Award to the Plaintiff as class	
17	representative from the Gross Settlement	
18	Amount; individual Settlement Awards to	
19	Participating Class Members from the Net	
20	Settlement Amount	
21	Deadline for Phoenix to make the Second	Within five (5) business days after the First
22	Disbursement, for payments to payments to	Installment or the Effective Date, whichever is
23	Class Counsel for Class Counsel's Fee Award	later
24	from the Gross Settlement Amount; individual	
25	Settlement Awards to Participating Class	
26	Members from the Net Settlement Amount;	
27	and payments to the LWDA and to the	
28	Aggrieved Employees from the PAGA	
	Payment	
	Deadline for Phoenix to send reminder	Ninety (90) days after issuance
	postcards via mail and email to employees who	
	have yet to cash their settlement checks	
	Check-cashing deadline	One hundred eighty (180) days after issuance
	Deadline for Phoenix to provide written	As soon as practicable
	certification of completion of administration of	
	the Settlement to counsel for all Parties and the	
	Court	
	Deadline for Phoenix to tender uncashed check	As soon as practicable
	funds to the check funds to the Unclaimed	
	Property Fund or <i>cy pres</i> recipient	
	Deadline for Plaintiff to file a Post-Distribution	Within twenty-one (21) days after the final
	Accounting report	distribution of any remaining monies

21. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with

1 either this Order or the terms of the Settlement Agreement.

2
3 22. The Court hereby enters judgment in the entire Action as of the filing date of this Order
4 of Final Approval and Judgment, pursuant to the terms set forth in the Settlement. Without
5 affecting the finality of this Judgment and Order of Final Approval in any way, the Court hereby
6 retains continuing jurisdiction over the interpretation, implementation and enforcement of the
7 Settlement and all orders entered in connection therewith pursuant to Cal. Code Civ. Proc. § 664.6.

8
9 **IT IS SO ORDERED. JUDGMENT IS ENTERED ACCORDINGLY.**

10 Dated: 1/8/20

11 Mark U. Bacciarini
12 Hon. Mark Bacciarini
13 JUDGE OF THE SUPERIOR COURT
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