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Attorneys for Plaintiff
LARHONDA RIVERA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

LARHONDA RIVERA, individually and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

CFS NORCAL, INC., a California
corporation; CHOICELUNCH; an unknown
business entity; CHOICE FOODSERVICES,
INC., an unknown business entity; CFS
SOCAL, INC., a California corporation and
DOES 1 through 100, inclusive,

Defendants.

Case No.: RG19027558

*Assigned for All Purposes to: Hon. Evelio
Grillo, Dept. 21*

**NOTICE OF ENTRY OF AMENDED
FINAL ORDER AND JUDGMENT**

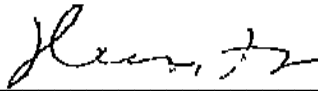
Complaint Filed: July 18, 2019
Trial: None Set

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

2 PLEASE TAKE NOTICE that on April 11, 2023, the Honorable Evelio Grillo in
3 Department 21 in the above-entitled Court, located at 1225 Fallon Street Oakland, CA 94612,
4 executed the Proposed Amended Final Order and Judgment. Attached hereto as **Exhibit A** is a true
5 and correct copy of the Amended Final Order and Judgment which was executed and filed on April
6 11, 2023.

7 Dated: April 12, 2023

PROTECTION LAW GROUP, LLP

8 By: 

9 Heather Davis
10 Amir Nayebdadash
11 *Attorneys for Plaintiff*
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EXHIBIT A

EDWIN AIWAZIAN, SBN 232943
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

LARHONDA RIVERA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

CFS NORCAL, INC., a California corporation;
CHOICELUNCH, an unknown business entity;
CHOICE FOODSERVICES, INC., an
unknown business entity; CFS SOCAL, INC., a
California corporation and DOES 1 through
100, inclusive,

Defendants.

FILED
ALAMEDA COUNTY

APR 11 2023

CLERK OF THE SUPERIOR COURT

By

Nicole Haddad

Case No.: RG19027558

*Assigned for All Purposes to: Hon. Evelio
Grillo, Dept. 21*

**~~PROPOSED~~ AMENDED FINAL
ORDER AND JUDGMENT**

Complaint Filed: July 18, 2019
Trial Date: None Set

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

2 The above-referenced Action having come before the Court on April 6, 2022, for a hearing
3 on Plaintiff's Motion for Final Approval of Class Action Settlement, and consistent with the
4 Court's Preliminary Approval Order and as set forth in the Joint Stipulation re: Class Action
5 Settlement and Release attached to the Declaration of Heather Davis in Support of Plaintiff's
6 Motion for Final Approval as Exhibit 1 ("Agreement" or "Settlement"), and due and adequate
7 notice having been given to all Class Members as required in the Preliminary Approval Order,
8 and the Court having considered all papers filed and proceedings had herein, and otherwise being
9 fully informed and good cause appearing therefore, and distribution of the Settlement having been
10 made pursuant to the Court's prior April 27, 2022, Final Order and Judgment it is hereby

11 **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

12 1. Pursuant to California law, this Court hereby affirms final approval of the
13 Agreement as previously entered on April 27, 2022.

14 2. The Court finds Defendants CFS NorCal, Inc., CFS SoCal, Inc., and Choice
15 Foodservices, Inc. dba Choicelunch (collectively "Defendants") have funded \$500,000.00 ("Total
16 Settlement Amount") and all applicable employer-side payroll taxes as directed in the Court's
17 April 27, 2022, Final Order and Judgment and in accordance with the terms of the Agreement.

18 3. The Court finds Protection Law Group, LLP and Lawyers *for* Justice PC received
19 attorneys' fees in the amount of \$135,000.00 and attorneys' costs in the amount of \$23,362.82
20 from the Total Settlement Amount as ordered by the Court. The Court directs the Settlement
21 Administrator to release the remaining ten percent (10%) of the fees (\$15,000.00), previously
22 held in trust by the Settlement Administrator pending the completion of the final compliance
23 hearing, to Class Counsel.

24 4. The Court finds the payment of Class Representative Service Award in the amount
25 of \$7,500.00 to Plaintiff LaRhonda Wanelle Rivera from the Total Settlement Amount was
26 completed in accordance with the Court's April 27, 2022, Final Order and Judgment.

27 5. The Court finds payment in the amount of \$37,500.00 (75% of \$50,000.00) from
28 the Total Settlement Amount for PAGA penalties was made to the California Labor Workforce

1 Development Agency and that the remaining \$12,500.00 (25% of \$50,000.00) was distributed to
2 the PAGA Members as set forth in the Agreement and the Court's April 27, 2022, Final Order
3 and Judgment.

4 6. The Court finds the payment to ILYM Group, Inc., in the amount of \$15,500.00
5 for the costs associated with settlement administration was made in accordance with the April 27,
6 2022, Final Order and Judgment.

7 7. The Court finds the payment of individual settlement payments from the Net
8 Settlement Amount to the Participating Class Members was completed in accordance with the
9 April 27, 2022, Final Order and Judgment.

10 8. The Court finds there were \$38,003.73 in unclaimed settlement funds at the
11 expiration of the 180-day check cashing period and directs the settlement administrator to
12 distribute these funds to the designated cy pres recipient, Open Heart Kitchen of Alameda County,
13 pursuant to California Code of Civil Procedure § 384.

14 9. Without affecting the finality of this Judgment, the Court shall retain continuing
15 jurisdiction over this Action and the parties, including all Class Members, and over all matters
16 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
17 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
18 as provided to the contrary herein, any disputes or controversies arising with respect to the
19 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court.

20 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

21
22 DATED: April 11, 2023

23 
24 _____
25 HON. EVELIO GRILLO
26 JUDGE OF THE SUPERIOR COURT
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