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Superior Court of California
County of Los Angeles

SEP 19 2024

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Attorneys for Plaintiff JORGE GARCIA
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – INGLEWOOD COURTHOUSE**

JORGE GARCIA, individually and on behalf
of himself and all others similarly situated,

Plaintiff,

v.

US BEST INGREDIENTS, INC., a
California Corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 21TRCV00813

**~~PROPOSED~~ AMENDED ORDER
GRANTING PLAINTIFF JORGE
GARCIA'S MOTION FOR APPROVAL OF
PAGA REPRESENTATIVE ACTION
SETTLEMENT AND JUDGMENT**

Dept.: 8
Judge: Hon. Ronald F. Frank

~~PROPOSED~~ SETTLEMENT APPROVAL ORDER AND JUDGMENT

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1 terms outlined in the Settlement Agreement.

2 5. U.S. Best Ingredients will not be required to pay any additional amounts in
3 connection with the Settlement other than the Total Settlement Amount specifically set forth in the
4 Settlement Agreement and this Order.

5 6. The Court awards an individual settlement payment/service award to Plaintiff in the
6 total amount of \$10,000; attorneys' fees to Plaintiff's Counsel in the total amount of \$75,000 and
7 costs to Plaintiff's Counsel in the total amount of \$ 9,088.62. The service award is to be paid from
8 the Total Settlement Amount. The Attorneys' Fees and Costs are also to be paid from the Total
9 Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and
10 costs incurred by Plaintiff, and to be incurred by Plaintiff, to prosecute the Action.

11 7. The Court appoints Apex Class Action Administration to serve as the Settlement
12 Administrator. The Court concludes that the Settlement Administration Costs of up to \$6,000 are
13 reasonable and necessary to administer the Settlement and shall be paid from the Total Settlement
14 Amount.

15 8. The remaining PAGA Settlement Amount of \$124,911.38 shall be allocated as
16 follows: 75% of the PAGA Settlement Amount, or \$93,683.53, will be paid to the LWDA, and the
17 remaining 25%, or \$31,227.85 will be paid to all PAGA Settlement Members pursuant to the
18 calculation set forth in the Settlement Agreement for calculating Individual Settlement Payments.

19 9. The Court directs that the Settlement Administrator send the Notice, attached hereto
20 as Exhibit 1, to the PAGA Settlement Members with the Individual Settlement Payments to be
21 disseminated pursuant to the Settlement.

22 10. Upon the Effective Date, the terms of the Settlement Agreement, and this Order and
23 Judgment, shall be binding on the Parties. Plaintiff and PAGA Settlement Members shall be bound
24 by the releases set forth in the Settlement Agreement contingent upon funding of the Settlement as
25 contemplated in the Agreement. Specifically:

- 26 a. Plaintiff, on behalf of himself the State of California, and all PAGA Settlement
27 Members, will be deemed to have provided the Released Parties with the PAGA
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1 Release.

2 b. The release provided under the settlement shall have *res judicata* effect on Plaintiff,
3 the State of California, and the PAGA Settlement Members, as well as their heirs,
4 executors, administrators, successors, and assigns in all pending and future claims,
5 lawsuits, or other proceedings maintained by or on behalf of any such persons, to the
6 extent those claims, lawsuits or other proceedings fall within the scope of claims
7 released as set forth in the Settlement Agreement.

8 11. Neither this Order nor the Settlement Agreement (nor any other document referred
9 to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as,
10 an admission or concession by U.S. Best Ingredients or the Released Parties of the validity of any
11 claim asserted by Plaintiff. The fact that U.S. Best Ingredients entered into, and took action to
12 implement, the Settlement shall not be considered as, or be deemed evidence of, an admission or
13 concession of wrongdoing, fault or liability as alleged in the Action. Moreover, the fact that U.S.
14 Best Ingredients entered into and/or took action to implement the Settlement shall not be offered or
15 received in evidence in any action or proceeding against U.S. Best Ingredients in any court,
16 administrative agency or other tribunal for any purpose whatsoever, except to enforce the provisions
17 of this Order and the Settlement Agreement; provided, however, that this Order and the Settlement
18 Agreement may be filed in any action against or by U.S. Best Ingredients or the Released Parties to
19 support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement,
20 judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue
21 preclusion, or similar defense or counterclaim.

22 12. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
23 purposes of supervising the implementation, enforcement, construction, administration, and
24 interpretation of the Settlement Agreement and this Judgment pursuant to California Code of Civil
25 Procedure section 664.6.

26 13. The Court directs Defendant to continue making payments in accordance with the
27 timelines set forth in the Settlement Agreement and based upon the Order entered on June 14, 2023.
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1 The Order entered on June 14, 2023 triggers the funding obligations for Defendant under the
2 Settlement. The Parties' modification and stipulation does not disturb said timelines.

3 14. The Parties and the Settlement Administrator are directed to carry out their respective
4 obligations as set forth in the Settlement Agreement.

5 15. The Court set an accounting hearing to assess compliance with this Order and the
6 Settlement Agreement for July 19, 2024 at 8:30 a.m.

7 16. The entire Action will be dismissed, with prejudice, at the accounting hearing and
8 upon the terms set forth in the Settlement Agreement, assuming full compliance with this Order and
9 the Settlement Agreement by that date

10 17. Plaintiff is directed to submit a copy of this Order, the Settlement, and the Stipulation
11 re Settlement to the LWDA within ten calendar days after the entry of this Order.

12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

13
14 DATED: Sept. 19, 2024



A handwritten signature in black ink, appearing to read "Roderick", is written over a horizontal line.

JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On June 27, 2024, I served on the interested parties in this action the following document(s) entitled:

-[PROPOSED] AMENDED ORDER GRANTING PLAINTIFF JORGE GARCIA'S MOTION FOR APPROVAL OF PAGA REPRESENTATIVE ACTION SETTLEMENT AND JUDGMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address irma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

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[X] STATE: I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on June 27, 2024, at Irvine, California.


Irma Ceja