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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

ERIC ROMAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SUNOPTA GRAINS AND FOODS INC.,
a Minnesota corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CV-21-005589

[Assigned to the Hon. Clifford Tong, Dept. 23]

[PROPOSED] ORDER AND JUDGMENT

Date: September 1, 2026

Time: 8:30 a.m.

Dept.: 23

Action Filed: October 12, 2021

Trial Date: N/A

1 Plaintiff Eric Roman (“Plaintiff”) and Defendant SunOpta Grains and Foods Inc.
2 (“Defendant”) (together with Plaintiff, the “Parties”) have entered into the PAGA Settlement
3 Agreement (“Agreement”) to settle the above-captioned action subject to the Court’s approval.

4 This matter is now before the Court on Plaintiff’s Motion to Approve Settlement
5 Agreement Pursuant to the Private Attorneys General Act (“Plaintiff’s Motion”). The Court has
6 read, heard, and considered all the pleadings, evidence, and documents submitted, and the
7 presentations made in connection with the motion which came on for hearing on September 1,
8 2026.

9 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

10 The Court hereby GRANTS Plaintiff’s Motion and approves the Parties’ proposed
11 settlement and hereby enters FINAL JUDGMENT based on the terms set forth in the Parties’
12 Agreement in the amount of \$340,000.00. Of this amount, \$119,000.00 is awarded as attorneys’
13 fees paid to PAGA Counsel, \$11,164.61 is awarded as costs paid to PAGA Counsel, \$10,000.00
14 is awarded as an enhancement award to Plaintiff Eric Roman, and \$8,500.00 is awarded as
15 administration expenses paid to the Administrator, Phoenix Settlement Administrators. The
16 remaining net amount (“PAGA Penalties”) of \$191,335.39 shall be apportioned between the
17 California Labor and Workforce Development Agency (“LWDA”) and Allegedly Aggrieved
18 Employees. Seventy-five percent (75%) of the PAGA Penalties, or \$143,833.85, shall be paid to
19 the LWDA, and twenty-five percent (25%) of the PAGA Penalties, or \$47,833.85, shall be paid
20 to Allegedly Aggrieved Employees as Individual PAGA Payments.

21 This Judgment incorporates by reference the definitions in the Agreement, and all terms
22 defined therein shall have the same meaning as set forth in the Agreement.

23 This Judgment is entered as part of a settlement and the Court has made no findings of
24 liability or provided any notice of PAGA violations.

25 As a result of this Judgment, Plaintiff, individually and in his respective capacity as a
26 representative for the LWDA and Allegedly Aggrieved Employees, and the LWDA are bound by
27 the Released PAGA Claims against the Released Parties, as set forth in the Agreement.

28 Effective on the date when Defendant fully funds the entire \$340,000.00, Defendant and

1 the Released Parties (as defined in the Agreement) shall be entitled to a release of the Released
2 PAGA Claims. The “Released PAGA Claims” means “all claims for civil penalties under the
3 Private Attorneys’ General Act (“PAGA”) alleged in the operative complaint premised on Labor
4 Code §§ 201, 202, 203, 204, 212, 213, 226, 226.7, 246, and 512, as well as all claims that could
5 have reasonably been pled arising out of the same operative facts.”

6 The “Allegedly Aggrieved Employees” are defined as “all current and former non-
7 exempt California employees of Defendant from September 24, 2020, through December 31,
8 2025 (“PAGA Period”).”

9 This Judgment is intended to be a final disposition in its entirety of the above captioned
10 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
11 of all matters relating to the interpretation, administration, implementation, effectuation, and
12 enforcement of the settlement pursuant to C.C.P. § 664.6.

13 **IT IS SO ORDERED.**

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15 DATED: _____

16 HON. CLIFFORD TONG
17 SUPERIOR COURT OF CALIFORNIA
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