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**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

MARISOL RIOS, on behalf of all others
similarly aggrieved,

Plaintiff,

vs. AMI FOODS, INC., a California
corporation, ALI IQBAL, an individual, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO. 22CV005381

Assigned for All Purposes to:
Hon. Brad Seligman
Dept. 22

~~[PROPOSED]~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT THEREON

Date: October 1, 2023
Time: 3:00 p.m.
Dept. 22

CRS #: A-05381-002

FILED
Superior Court of California
County of Alameda
10/01/2024
Clad Fluke, Executive Officer / Clerk of the Court
By:  Deputy
B. Mercado

1 The Court, having read the papers filed regarding Plaintiff's unopposed Motion for Final
2 Approval of Class Action Settlement and Request for Attorney's Fees and Costs hereby finds and
3 ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement, attached as Exhibit 1 to the
7 Declaration of J. Kirk Donnelly in support of Plaintiff's Motion for Preliminary Approval of
8 Class Action Settlement, filed on or about September 26, 2023, as amended the Addendum
9 (Exhibit 1 to the Supplemental Declaration of J. Kirk Donnelly filed January 9, 2024) (the
10 "Settlement Agreement") is the product of arms-length negotiations between the parties and the
11 terms of the Settlement Agreement are fair, reasonable, adequate, and in the best interests of the
12 Settlement Class. The Settlement Agreement therefore is finally approved, and its terms
13 incorporated herein. The Court orders the parties to the Settlement Agreement to perform
14 forthwith their respective duties and obligations thereunder.

15 3. The Settlement Class, which was provisionally certified by the Court in its January
16 22, 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
17 Procedure Section 382 for purposes of settlement only. The Class includes all current and former
18 non-exempt California employees who worked for Defendants AMI Foods, Inc. and Ali Iqbal,
19 and all affiliated entities including PK Foods, Inc., RYK Foods, Inc., IS Foods, Inc., ISR Foods,
20 Inc. ISR Foods, Inc., AM Foods, Inc., GSR Foods, Inc., AMIS Foods, Inc., Team SJ, Inc., 3 Star
21 Foods, Inc., 5 Star Foods, Inc., MR Foods, Inc., MB Foods, Inc., Tri Valley Foods, Inc., SUB
22 Foods, Inc. IMY Foods, Inc., and LIT Foods, Inc. (collectively the "Defendants") at any time
23 during the period between November 9, 2020 through October 1, 2023.

24 4. The Court adjudges Plaintiff and the Participating Class Member, on behalf of
25 themselves and their respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, to have released and forever discharged the Released
27 Parties (as defined in the Settlement Agreement), to the fullest extent permitted by law, from all
28 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the

1 Complain, including but not limited to claims for unpaid minimum wages; failure to pay
2 overtime; failure to provide meal premiums and/or unpaid meal period premiums; failure to
3 authorize and permit rest breaks and/or unpaid rest break premiums; failure to timely pay final
4 wages; failure to provide complete wage statements; and unfair competition under Business &
5 Professions Code sections 17200, et seq. arising from violations of the above the Labor Code
6 sections (the “Released Class Claims”). The operative release period for the Released Class
7 Claims is the Class Period. Participating Class Members do not release any other claims,
8 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
9 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or
10 claims based on facts occurring outside the Class Period.

11 5. The Court further adjudges that all Aggrieved Employees, on behalf of themselves
12 and their respective former and present representatives, agents, attorneys, heirs, administrators,
13 successors, and assigns, release the Released Parties from all claims for PAGA penalties that
14 were alleged in Plaintiff’s PAGA Notice, or reasonably could have been alleged based on the
15 facts stated in the PAGA Notice, including but not limited to PAGA claims premised on violation
16 of Labor Code sections 201-203, 204, 216, 221-224, 226, 226.7, 450, 512, 514, 1174, 1194, 1197,
17 1198, 1199, 2441, 2802, 2810.5, and applicable sections of the relevant Industrial Welfare
18 Commission Wage Order(s) (the “Released PAGA Claims”). The operative release period for the
19 Released PAGA Claims is the PAGA Period.

20 6. The Court further adjudges Plaintiff Marisol Rios only, in addition to the claims
21 being released by all Participating Class Members and all Aggrieved Employees, to have released
22 and forever discharged the Released Parties, to the fullest extent permitted by law, of and from
23 any and all claims, known and unknown, asserted and not asserted, which Plaintiff had or may
24 have against the Released Parties as of the date of execution of the Settlement Agreement.

25 7. One individual – Everardo Aviles – submitted a timely and valid request to be
26 excluded from the Settlement. This individual is therefore excluded from the Class and is not
27 bound by the Settlement Agreement or this Order and Judgment, except as to the release of claims
28 under PAGA.

1 8. The Settlement Administrator is ordered to distribute to the participating Class
2 Members their respective individual settlement payments from the Net Settlement Amount as
3 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
4 the check void date shall be forwarded to East Bay Community Law Center, which is hereby
5 approved by the Court as *cy pres* beneficiary. No funds shall revert to Defendants.

6 9. The Court further orders that the Class Members be provided with notice of this
7 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
8 copy of this Order and Judgment on its website for no less than sixty (60) days.

9 10. The Court approves an award of attorney's fees to Class Counsel in the amount of
10 ~~\$100,000.00~~ ^{\$150,000}, and an award of costs and expenses in the amount of \$14,275.28. Such amounts
11 shall be paid as provided in the Settlement Agreement, except that the Settlement Administrator
12 shall withhold ten percent (10%) of the attorney's fee award in an interest bearing account, which
13 funds will be released to Class Counsel following the compliance hearing and entry of the
14 Amended Judgment.

15 11. The Court approves a service payment to plaintiff and Class Representative
16 Marisol Rios in the amount of \$2,500.00, and the Settlement Administrator is ordered to make
17 such payment consistent with the terms of the Settlement Agreement.

18 12. The Settlement Agreement provides the Settlement Administrator, CPT Group,
19 Inc., shall be paid from the Gross Settlement Amount in an amount not to exceed \$11,000.00. As
20 set forth in the Declaration of Jeremy Romero, the Settlement Administrator is owed \$11,000.00
21 for services rendered and to be rendered in administering the settlement. The Court therefore
22 orders that CPT be paid the amount of \$11,000.00 from the Gross Settlement Amount consistent
23 with the terms of the Settlement Agreement.

24 13. The Court approves civil penalties under the Private Attorneys General Act in the
25 amount \$30,000.00, and finds that amount is fair, reasonable, and adequate, and consistent with
26 PAGA's underlying purposes. The PAGA civil penalties shall be distributed to the Labor &
27 Workforce Development Agency and Aggrieved Employees as provided under PAGA and the
28 Settlement Agreement.

1 14. A compliance hearing is set for January 6, 2026, at 3:00 p.m., in Department 22 of
2 the Alameda County Superior Court. The parties are ordered to file a declaration from the
3 Settlement Administrator regarding compliance with the terms of the settlement at least ten (10)
4 Court days prior to the compliance hearing. Consistent with Code of Civil Procedure section 384,
5 Plaintiff is further ordered to submit a [Proposed] Amended Judgment at least ten (10) Court days
6 prior to the compliance hearing.

7 15. Under California Rule of Court 3.769(h), without affecting the finality of this
8 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
9 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
10 judgment contemplated becomes effective and each and every act agreed to be performed by the
11 parties has been performed under the terms of the Settlement Agreement; (2) any other action
12 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
13 enforcement, construction, and interpretation of the Settlement Agreement.

14 16. Neither this Order and Judgment nor the Settlement Agreement upon which it is
15 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
16 This Order is not a finding of the validity or invalidity of any claims in this action or a
17 determination of any wrongdoing by any party. The final approval of the parties' settlement will
18 not constitute any opinion, position or determination of this Court as to the merits of the claims or
19 defenses of any party.

20 17. Judgment is hereby entered as follows: Plaintiff Marisol Rios and the Participating
21 Class Members, consisting of all non-exempt employees of Defendants, who have not otherwise
22 opted out, shall take nothing from Defendants, except as set forth in the Settlement Agreement.

23 18. The Court shall retain jurisdiction over the parties to interpret, implement and
24 enforce this Judgment.

25 **IT IS SO ORDERED.**

26
27 10/01/2024
28 Dated: _____



Brad Seligman / Judge
Judge of the Superior Court