

10/09/2024

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

ARMANDO GONZALEZ individually,  
and on behalf of all others similarly  
situated,

Plaintiff,

VS.

TRUE WORLD FOODS, LOS ANGELES  
LLC, a Limited Liability Company; and  
DOES 1 through 50, inclusive,

Defendants.

Case No. 22STCV26745

**~~PROPOSED~~ ORDER OF FINAL  
APPROVAL AND JUDGMENT**

Date: September 17, 2024

Time: 3:00 p.m.

Dept.: SS11

1 WHEREAS, Plaintiff Armando Gonzalez (hereafter “Plaintiff”) has filed his Motion for  
2 Final Approval of Class Action Settlement. The matter came on regularly for hearing on September  
3 13, 2024, at 3:00 p.m. in Department SS11 of the above-referenced Court. Counsel for Plaintiff  
4 and Defendant True World Foods, Los Angeles LLC (“Defendant”) appeared. Having considered  
5 the papers filed by all parties and the proceedings had and otherwise being fully informed,

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

7 1. This Final Approval Order and Judgment (“Order”) incorporates by reference the  
8 definitions in the Amended Stipulation Of Class Action And PAGA Settlement Agreement And  
9 Class Notice (the “Agreement” or “Settlement Agreement”) filed in this matter. All terms defined  
10 in the Settlement shall have the same meaning in this Order. Solely for purposes of effectuating  
11 the Settlement, the Court has certified a Class defined as follows: all non-exempt employees who  
12 worked for Defendant in California from August 17, 2018 to February 1, 2024, excluding  
13 workweeks released by drivers through July 1, 2019 (except business expenses) in the *Salinas, et*  
14 *al. v. True World Foods Los Angeles, LLC*, Los Angeles Superior Court Case No. BC  
15 18STCV01288.

16 2. The Court further approves the terms of settlement relating to Aggrieved  
17 Employees for the PAGA claim defined as follows: all current and former California non-exempt  
18 employees who performed work for Defendant in California between July 6, 2021 and May 22,  
19 2024.

20 3. This Court has jurisdiction over the subject matter of this litigation and over all  
21 parties to the litigation, including Plaintiff and the Class Members.

22 4. The Court finds that pursuant to the Preliminary Approval Order, the Settlement  
23 Administrator mailed a Class Notice to Class Members (and Plaintiff, on behalf of himself and as  
24 agent and proxy on behalf of the LWDA). The Class Notice fairly and adequately informed Class  
25 Members (and PAGA Aggrieved Employees) of the terms of the proposed Settlement and the  
26 benefits available to Class Members/Aggrieved Employees thereunder. The Class Notice further  
27 informed Class Members (and PAGA Aggrieved Employees) of the pendency of the Action, of  
28

1 the proposed Settlement, of Class Members' right (and that of PAGA Aggrieved Employees) to  
2 receive their share of the Settlement (if approved), of the scope and effect of the Released Claims,  
3 of the preliminary Court approval of the proposed Settlement, of exclusion and objection forms  
4 for Class Members (not PAGA Aggrieved Employees), timing and procedures, of the date of the  
5 Final Approval Hearing, and of the right to attend the Final Approval Hearing. Class Members  
6 had adequate time to consider this information and to use the procedures identified in the Class  
7 Notice. The Court finds and determines that this notice procedure afforded adequate protections  
8 to Class Members/Aggrieved Employees and provides the basis for the Court to make an informed  
9 decision regarding approval of the Settlement based on the responses of Class Members and met  
10 applicable requirements of due process.

11 5. The Court finds that no individuals opted out of the Settlement.

12 6. The Court finds no objections were submitted to the Settlement.

13 7. The Court finds that the Settlement offers significant monetary recovery to Class  
14 Members (and PAGA Aggrieved Employees) and finds that such recovery is fair, adequate and  
15 reasonable when balanced against further litigation related to liability and damages issues. The  
16 Court further finds that the Parties have conducted significant investigation, informal discovery,  
17 research and litigation such that counsel for the Parties are able to reasonably evaluate their  
18 respective positions at this time. The Court finds that the proposed Settlement, at this time, will  
19 avoid substantial additional time and costs for all Parties, as well as avoid the risks and delay  
20 inherent to further prosecution of the claims being alleged. The Court further finds that the Parties  
21 reached the Settlement as the result of serious and non-collusive, arms-length negotiations. Thus,  
22 the Court approves the Settlement set forth in the Settlement and finds that the Settlement is, in  
23 all respects, fair, adequate and reasonable, and consistent with and in compliance with California  
24 law, and orders the Parties to effectuate the Settlement according to its terms.

25 8. The Court hereby GRANTS final approval of the Settlement and in doing so finds  
26 and orders the following items and allocations:  
27  
28

- 1 a. A Gross Settlement Amount of \$450,000, exclusive of Employer's Side  
2 taxes which will be paid separately by Defendant;
- 3 b. The Class Representative Service Payment to the Plaintiff of \$10,000. Plaintiff is  
4 an adequate representative of the Settlement Class and PAGA Aggrieved  
5 Employees and the Court appoints him as Class Representative. Furthermore, it  
6 approves payment of the above Class Representative Service Payment. This  
7 payment is to come out of the Gross Settlement Amount in recognition of his  
8 service on behalf of the Class, which is in addition to his payments as a Settlement  
9 Class Members and PAGA Aggrieved employee. The Class Representative  
10 Service Payment will be paid in accordance with the terms of the Settlement.
- 11 c. The Court further finds that Ian M. Silvers of Bisnar | Chase LLP has adequately  
12 represented the Settlement Class including for the purpose of entering into and  
13 implementing the Settlement, and he is appointed as Class Counsel. Furthermore,  
14 the Court approves Class Counsel's request for Attorney's Fees in the amount of  
15 \$150,000.00 (representing one third of the Gross Settlement Amount) and Costs  
16 of \$22,869.35. The Attorney's fees and litigation expenses shall be paid in  
17 accordance with the Settlement. The Parties are to bear their own attorney's fees  
18 and costs, except as otherwise provided in this paragraph.
- 19 d. The Court approves the Settlement Administration Fee of \$7,995, to be paid to  
20 ILYM Group out of the Gross Settlement Amount. The Court further orders ILYM  
21 Group to distribute payment of the settlement funds in accordance with the terms  
22 of the Settlement.
- 23 e. The Court approves the PAGA Payment of \$10,000.00, with \$7,500.00 going to  
24 the LWDA and \$2,500.00 to be included within the Net Settlement Amount.

25  
26 9. Based on the above numbers, this leaves a Net Settlement Amount (the Gross  
27 settlement Amount minus the above deductions) available for distribution to Participating Class  
28 members of \$249,135.65.

1           10.     The Court approves the payments to the Settlement Class Members and PAGA  
2 Aggrieved Employees, according to the terms of the Settlement Agreement and this Order.

3           11.     In accordance with the terms of the Settlement, the Court orders that all  
4 Participating Class Members (and PAGA Aggrieved Employees), regardless of whether or not  
5 they cash any individual settlement amount check, will be bound by the releases detailed in the  
6 Settlement and this Order.

7           12.     Upon the occurrence of the Effective Date, as defined in the Settlement  
8 Agreement, the Court hereby orders that all Participating Class Members shall be deemed to have  
9 released the “Released Claims” against Released Parties, for the following released claims:

10           All Participating Class Members, on behalf of themselves and their respective former  
11 and present representatives, agents, attorneys, heirs, administrators, successors, and  
12 assigns, fully release and discharge Released Parties from all Released Class Claims  
13 within the Release Period for : (1) Failure to Pay Wages for All Hours Worked (Cal.  
14 Lab. Code §§204, 218, 1194, 1194.2); (2) Failure to Pay Overtime Wages (Cal. Lab.  
15 Code §§218, 510, 1194); (3) Failure to Provide Mandatory Meal-and-Rest Breaks  
16 (Cal. Lab. Code §§226.7, 512); (4) Failure to Provide Accurate Wage statements (Cal.  
17 Lab. Code §§226, 1174); (5) Waiting Time Penalties (Cal. Labor Code §§201-203);  
18 (6) Violation of California’s Unfair Competition Law (Cal. Business & Professions  
19 Code §§17200, *et seq.*); (7) Violation of labor Code §2802 (Unreimbursed Business  
20 Expenses); and (8) any other claims that were or reasonably could have been brought  
21 by Plaintiff in the Action arising out of facts asserted in the Operative Complaint  
22 including, liquidated damages, civil, and statutory penalties, interest and other  
23 amounts recoverable under said claims, causes of action, or legal theories of relief  
24 identified above, including claims for the labor code claims asserted in the Operative  
25 Complaint, or related penalties of any nature (including waiting time penalties under  
26 Labor Code section 203) and the applicable Wage Orders that were or reasonably  
27 could have been alleged in the Operative Complaint in the Action, interest and fees.  
28 Released Class Claims are limited to the claims alleged in, or arising out of facts  
asserted in, the Operative Complaint. Notwithstanding, no Class Member is permitted  
to submit a Request for Exclusion from or object to the settlement of the PAGA Claim  
and it is the intent of the parties that all Aggrieved Employees shall be bound by the  
release of the PAGA Claim regardless of whether the Aggrieved Employee timely  
submits a valid Request for Exclusion from the Settlement Class. Participating Class  
Members do not release any other claims, including claims for vested benefits,  
wrongful termination, violation of the Fair Employment and Housing Act,  
unemployment insurance, disability, social security, workers’ compensation, or  
claims based on facts occurring outside the Class Period.

1           13.     Upon the occurrence of the Effective Date, as defined in the Settlement  
2 Agreement, the Court hereby orders that the following claims shall be deemed to be fully released  
3 regarding the PAGA:

4           All Participating and Non-Participating Class Members who are Aggrieved  
5 Employees are deemed to release, on behalf of themselves and their  
6 respective former and present representatives, agents, attorneys, heirs,  
7 administrators, successors, and assigns, the Released Parties from all claims  
8 for PAGA penalties that were alleged in, or arising out of the facts asserted  
9 in, the Operative Complaint, and the PAGA Notice, during the PAGA  
10 Period, including, any and all claims involving any alleged failure to pay  
11 minimum wage, failure to pay all wages owed overtime, reimburse for  
12 business expenses, failure to maintain records, failure to comply with  
13 standard conditions of labor, provide compliant meal periods and rest breaks,  
14 provide wage statements and pay all wages due at the time employment ends,  
15 including: (1) Violation of Labor Code §226(a) and 226.3 for failing to  
16 provide accurate wage statements; (2) Violation of Labor Code §§226.7 and  
17 512 for failure to provide all meal periods and rest breaks as required, or pay  
18 meal period and rest break premium wages in lieu thereof; (3) Violation of  
19 Labor Code §§201, 202, and 203 for failure to timely pay all wages owed  
20 upon termination; (4) Violation of Labor Code §§204, 210 and 558 for  
21 failing to pay all wages owed; (5) Violation of Labor Code §510 for failing  
22 to pay all overtime wages; (6) Violation of Labor Code §1174 and Industrial  
23 Welfare Orders, including but not limited to Section 7 for failure to maintain  
24 records; (7) Violation of Industrial Welfare Orders regarding failure to  
25 record meal periods; (8) Violation of Labor Code §§1194, 1194.2, 1197 and  
26 1197.1 for failing to pay minimum wage; (9) Violation of Labor Code §1198  
27 for failure to comply with standard conditions of labor; (10) Violation of  
28 Labor Code §2802 for failure to reimburse for business expenses; (11)  
Violation of Labor Code §558.1; (12) any other claims for civil penalties  
under PAGA that were alleged in or, arise out of facts asserted in, the  
Operative Complaint

14.     Pursuant to the term of the Settlement, the Court hereby orders that Plaintiff shall  
further release unknown claims against Defendant and/or the Released Parties which are covered  
by California Civil Code Section 1542 as provided for in the Settlement Agreement, and Plaintiff  
waives this section for those claims, which states: “A general release does not extend to claims  
that the creditor or releasing party does not know or suspect to exist in his or her favor at the time  
of executing the release and that, if known by him or her, would have materially affected his or

1 her settlement with the debtor or released party.”

2 15. Neither this Order nor the Settlement (or any other document referred to in this  
3 Order or the Settlement), may be construed as, or may be used as, an admission of liability or  
4 fault by Defendant or the Released Parties, or a finding as to the validity of any claims in the  
5 lawsuit or of any wrongdoing or violation of law. The Settlement is not a concession by the Parties  
6 and, to the extent permitted by law, neither this Order nor the Settlement, nor any of their terms  
7 or provisions, nor any of the negotiations or proceedings connected with them, shall be offered  
8 as evidence or received in evidence in any pending or future civil, criminal, or administrative  
9 action or proceeding to establish any liability of, or admission by, the Released Parties.  
10 Notwithstanding the foregoing, nothing in this Order shall be interpreted as prohibiting the use of  
11 this Order or the entry of Judgment in a proceeding to consummate or enforce the Settlement, or  
12 defend against the assertion of claims in any other proceeding, or as otherwise required by law.  
13 This Order and the Settlement may be filed in any action against or by Defendant or the Released  
14 Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith  
15 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim  
16 preclusion, issue preclusion or similar defense or counterclaim.  
17

18 16. The Court further directs the Parties to effectuate the Settlement according to the  
19 terms of the Settlement Agreement, including payment to Class Members, ILYM Group, the  
20 LWDA, Aggrieved Employees and Class Counsel and sending uncashed checks to the State  
21 Controller’s Office, Unclaimed Property Division.

22 17. This Order is intended to be a final disposition in its entirety of the above captioned  
23 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction  
24 of all matters relating to the interpretation, administration, implementation, effectuation, and  
25 enforcement of the Settlement pursuant to Code of Civil Procedure § 664.6.

26 18. A Non-Appearance hearing regarding receipt of declarations setting forth that all  
27 of the settlement funds have been distributed per the agreement, is set for ~~June 24, 2025~~ <sup>October 9, 2025</sup>. The  
28 Parties are directed to provide a report to the Court at least 7 calendar days before this date

1 addressing the above items.

2 19. The Parties are ordered to cause a copy of this Order and Judgment to be posted  
3 by the Settlement Administrator, ILYM Group, on its website, to provide notice to the Class as  
4 required by California Rule of Court 3.771(b). Plaintiff is directed to submit a copy of this Order  
5 and Judgment to the LWDA.

6 20. The Court hereby ORDERS, ADJUDGES AN DECREES that a judgment in this  
7 matter is hereby entered in accordance with the above. The Court will retain jurisdiction over  
8 the parties to enforce the terms of the settlement pursuant to California Rules of Court, Rule  
9 3.769(h).

10 **IT IS SO ORDERED.**

11  
12 DATED: 10/09/2024



13 Judge of the Superior Court