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12 and on behalf of all other aggrieved employees
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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE

04/28/2025
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

11 SAYDA MENDIVIL, as an aggrieved
12 employee, and on behalf of all other aggrieved
13 employees under the Labor Code Private
14 Attorneys' General Act of 2004,

15 Plaintiff,

16 v.

17 HG FOODS, LLC, a California limited
18 liability company; and DOES 1 through 100,
19 inclusive,

20 Defendants.
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CASE NO.: VCU296223

[Assigned for all purposes to the Hon. Gary
M. Johnson in Dept. 7]

PAGA REPRESENTATIVE ACTION

~~[PROPOSED]~~ **ORDER APPROVING
REPRESENTATIVE ACTION
SETTLEMENT**

1 This Court, having considered the Motion of plaintiff Sayda Mendivil (“Plaintiff”) for
2 Approval of Representative Action Settlement (“Motion”), the Declarations of Brandon M. Chang,
3 David D. Bibiyan, Plaintiff, and Jodey Lawrence, the Joint Stipulation re: Representative Action
4 Settlement (“Settlement,” “Agreement” or “Settlement Agreement”), the PAGA Payment Letter and
5 good cause appearing therefore, the Court hereby **ORDERS, ADJUDGES AND DECREES**
6 **THAT:**

7 1. The definitions set out in the Settlement Agreement are incorporated by reference
8 into this Order; all terms defined therein shall have the same meaning in this Order.

9 2. The Motion concerns plaintiff Sayda Mendivil’s lawsuit alleging wage and hour
10 violations against Defendant, captioned *Sayda Mendivil v. HG Foods, LLC., et al.*, Case No.
11 VCU296223, initiated on October 20, 2022, and pending in the Superior Court of the State of
12 California, County of Tulare (the “Action”). Hereinafter, Plaintiff and Defendant will be collectively
13 referred to as “the Parties.”

14 3. The Settlement resolves the representative action brought on behalf of Aggrieved
15 Employees defined as follows: all as non-exempt employees, either directly or through any
16 subsidiary, staffing agency, or professional employer organization, who were employed with
17 Defendant in California during the period from August 11, 2021, through the date of the Approval
18 Order (“PAGA Period”) in the State of California.

19 4. “Pay Period” means any pay period when an Aggrieved Employee worked at any
20 time as an employee for Defendant in a non-exempt, hourly-paid position during the PAGA Period,
21 based on timekeeping data and applicable hire dates, re-hire dates (as applicable), and termination
22 dates (as applicable).

23 5. The Settlement is based on the Parties’ understanding that there are no more than
24 10,228 Pay Periods worked by Aggrieved Employees during the PAGA Period. If the actual number
25 of Pay Periods worked by Aggrieved Employees during the PAGA Period is more than 10% greater
26 than this number (i.e., if there are more than 11,251 Pay Periods), then either: (i) Defendant shall
27 increase the Gross Settlement Amount in proportion to the increase in Pay Periods over the 10%
28 threshold (e.g., if the number of Pay Periods worked by Aggrieved Employees during the PAGA

1 Period is 12% greater than 10,228, or 1,227 Pay Periods greater than 10,228, then Defendant shall
2 increase the Gross Settlement Amount by 2%, or \$7,150.00); or (ii) the PAGA Period shall end on
3 the date the number of Pay Periods worked by Aggrieved Employees reaches 11,251.

4 6. Pursuant to Labor Code § 2698, *et seq.*, the Court finds that the Settlement of the
5 Action is fair, adequate and reasonable, and that it furthers PAGA's objectives.

6 7. The Court appoints plaintiff Sayda Mendivil ("Plaintiff") as PAGA Representative
7 for Settlement purposes only.

8 8. The Court appoints David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
9 P.C., as PAGA Counsel for the Aggrieved Employees for Settlement purposes only.

10 9. The Court appoints Phoenix Class Action Administration Solutions, as the
11 Settlement Administrator.

12 10. The Court approves, as to form and content, the PAGA Payment Letter attached as
13 Exhibit "2" to the Declaration of Brandon M. Chang.

14 11. The Court approves the Gross Settlement Amount of \$357,500.00, as the same may
15 be escalated pursuant to the Settlement Agreement, and orders it to be distributed as follows:

16 a. One third (1/3) thereof shall be allocated as reasonable attorneys' fees for
17 PAGA Counsel which, unless escalated pursuant to the Settlement
18 Agreement, shall amount to \$119,166.67.

19 b. The sum of \$13,743.27 shall be allocated as reasonable litigation costs and
20 paid to PAGA Counsel.

21 c. The sum of \$5,000.00 shall be paid to Plaintiff as PAGA Representative
22 Service Payment for serving as PAGA Representative in the Action and
23 providing a broader release to Defendant.

24 d. The sum of \$5,500.00 shall be paid to the Settlement Administrator, Phoenix
25 Class Action Administration Solutions, for its services in administering the
26 Settlement.

27 e. After deducting the above amounts, the Court approves the estimated
28 remaining PAGA Penalties of \$214,140.06 (as the same may be escalated

1 pursuant to the Settlement Agreement) and orders 75% (or \$160,605.05 as
2 the same may be escalated pursuant to the Settlement Agreement) of that sum
3 to be paid to the California Labor and Workforce Development Agency
4 (“LWDA”) and 25% (or \$53,535.01, as the same may be escalated pursuant
5 to the Settlement Agreement) to be paid to the Aggrieved Employees
6 pursuant to Labor Code § 2699(i).

7 12. The Court directs Defendant to, within fourteen (14) calendar days after the Effective
8 Date, provide the Aggrieved Employee List to the Settlement Administrator. “Aggrieved Employee
9 List” means a complete list of all Aggrieved Employees that Defendant will diligently and in good
10 faith compile from its records and provide to the Settlement Administrator after the Court grants
11 preliminary approval of the Settlement. The Aggrieved Employee List will include information
12 regarding the Aggrieved Employees compiled from Defendant’s records and provided to the
13 Settlement Administrator in a Microsoft Excel spreadsheet, including each Aggrieved Employee’s:
14 (1) full name; (2) last known address; (3) last known phone number; (4) social security number; and
15 (5) hire date(s), termination dates(s) (as applicable), and re-hire date(s) (as applicable).

16 13. Within thirty (30) calendar days after the Effective Date, Defendant shall fund one
17 half of the Gross Settlement Amount (\$178,750) by depositing it into a settlement fund to be
18 established by the Settlement Administrator. Within one hundred twenty (120) calendar days after
19 the Effective Date, Defendant shall fund the second half of the Gross Settlement Amount
20 (\$178,750).

21 14. Within seven (7) calendar days after Defendant deposits fully the Gross Settlement
22 Amount into a settlement fund, the Settlement Administrator will issue payments to: (a) the
23 Aggrieved Employees; (b) the LWDA; (c) Plaintiff’s Counsel for the Attorneys’ Fees Payment and
24 Plaintiff’s Counsel’s Attorneys’ Costs Payment; and (d) the Settlement Administrator. The
25 Settlement Administrator will mail Individual Settlement Payments to the Aggrieved Employees,
26 along with the PAGA Payment Letter, via regular First-Class U.S. Mail, using the most current,
27 known mailing addresses identified in the Aggrieved Employees List. The Settlement Administrator
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1 will also issue a payment to itself for Court-approved services performed in connection with the
2 Settlement twenty (20) calendar days after the Effective Date.

3 15. On the date of Individual Settlement Payments, the Settlement Administrator will
4 issue each Aggrieved Employee one check for his or her share of the Net Settlement Amount along
5 with an explanatory notice mutually approved by the parties (the "PAGA Payment Letter").

6 16. Because this is a PAGA action, based on the Parties' understanding of the PAGA
7 statutory scheme, the Parties agree that no Aggrieved Employee can exclude himself or herself from
8 the Settlement or object to the terms of the Settlement Agreement. All Aggrieved Employees will
9 be bound by the Settlement Agreement, upon its approval by the Court, regardless of whether he or
10 she negotiates his or her settlement check.

11 17. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties will be paid
12 to the LWDA, and the remaining twenty-five percent (25%) will be paid to all Aggrieved
13 Employees.

14 18. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
15 and cancelled after the void date (180 days after the date of mailing), the Administrator shall transmit
16 the funds represented by such checks to the California Controller's Unclaimed Property Fund in the
17 name of the Aggrieved Employee.

18 19. The Court finds the Gross Settlement Amount, the PAGA Penalties and the
19 methodology used to calculate and pay the Aggrieved Employees' payments fair and reasonable and
20 authorizes the Settlement Administrator to pay the Aggrieved Employees' payments to the
21 Aggrieved Employees in accordance with the terms of the Settlement Agreement. The Court also
22 authorizes the Settlement Administrator to make the LWDA payment to the LWDA.

23 20. The Court finds that PAGA Counsel's request for attorneys' fees in the amount of
24 one third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to the Settlement
25 Agreement, amounts to \$119,166.67, reasonable. The Court awards PAGA Counsel fees in the
26 amount of one third (1/3) of the Gross Settlement Amount to be paid from the Gross Settlement
27 Amount.

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1 21. The Court finds that PAGA Counsel have incurred a total \$13,743.27 in litigation
2 costs and expenses. Such costs and expenses were reasonably incurred in prosecuting this Action.
3 The Court awards \$13,743.27 from the Gross Settlement Amount to be paid to PAGA Counsel in
4 litigation costs and expenses.

5 22. Effective only upon the entry of an Order granting approval of this Settlement, entry
6 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement
7 Amount to effectuate the Settlement, to the extent permitted by law, the LWDA and the State of
8 California, by and through Plaintiff as an agent and proxy of the LWDA, release the Released
9 Parties, for the duration of the PAGA Period, any and all claims, debts, liabilities, demands, actions,
10 or causes of action for civil penalties that were alleged or which could have been alleged based on
11 the factual allegations in the Operative Complaint and in the PAGA Notice, including all claims for
12 civil penalties based upon or arising out of California Labor Code sections 210, 226.3, 558, 1174.5,
13 1197.1 and 2699, in connection with alleged violations of California Labor Code sections 96, 98.6,
14 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 232, 232.5, 246, et seq., 432, 510, 512, 558, 1102.5,
15 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others, as well
16 as any and all claims for liquidated damages, penalties, interest, fees, and costs based on the
17 foregoing.

18 23. The “Released Parties” shall refer to Defendant and its former, present and future
19 owners, parents, subsidiaries, affiliated companies, and all of their current, former and future
20 officers, directors, members, managers, executive-level employees, consultants, partners,
21 shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal
22 representatives.

23 24. The Parties are ordered to carry out the Settlement according to the terms of the
24 Settlement Agreement.

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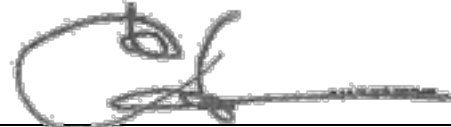
1 25. After entry of Judgment, the Court will retain jurisdiction over the Parties, Action,
2 and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)
3 addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are
4 permitted by law.

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6 **IT IS SO ORDERED.**

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8 Dated: 04/28/2025, ~~2025~~



Judge of the Superior Court

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