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Attorneys for Plaintiff,
DANIEL A. TARACENA ROBLEDO, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA
(UNLIMITED JURISDICTION)

DANIEL A. TARACENA ROBLEDO, on
behalf of himself and all others similarly
situated, and the general public, and as an
“Aggrieved Employee” on behalf of other
“Aggrieved Employees” under the Private
Attorneys General Act of 2004,

Plaintiff(s),

vs.

PLENITUDE FOOD CRAFTS, LLC; and
DOES 1 to 25, inclusive,

Defendant(s).

Case No.: 25CV133325

*[Assigned for all purposes to The Honorable
S. Raj Chatterjee, Dept. 21]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Action filed: 07/22/2025
Hearing Date: 09/22/2026
Hearing Time: 2:30 p.m.
Hearing Dept: 21, Hon. S. Raj Chatterjee

1 Plaintiff Daniel A. Taracena Robledo (“Plaintiff”) unopposed Motion for Preliminary
2 Approval of Stipulation for Class Action and PAGA Settlement and Release of Claims came on
3 for hearing before the Court on August 4, 2026. By Order dated August 4, 2026, the Court
4 continued the hearing to September 22, 2026, at 2:30 p.m., before the Honorable S. Raj
5 Chatterjee, Judge presiding.

6 The Court, having considered the Stipulation for Class Action and PAGA Settlement
7 and Release of Claims (“Settlement”), as amended and restated by the First Amended
8 Stipulation for Class Action and PAGA Settlement and Release of Claims attached as Exhibit 1
9 to the Supplemental Declaration of Maralle Messrelian, and the exhibits attached thereto;
10 having considered Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action and
11 PAGA Settlement, memorandum of points and authorities, supporting declarations filed
12 therewith, and good cause appearing thereto, HEREBY ORDERS THE FOLLOWING:

13
14 1. The Court grants preliminary approval of the Settlement and the Class based upon
15 the terms set forth in the Settlement filed previously. All capitalized terms used herein shall
16 have the same meaning as defined in the Settlement. The Court has determined there is
17 sufficient evidence to suggest that (a) the terms of the Settlement might be fair, adequate, and
18 reasonable to the Class and (b) the Settlement falls within the range of reasonableness and
19 appears to be presumptively valid, subject only to any objections that may be raised at the final
20 hearing and final approval by this Court. The Court will make a determination at the Final
21 Approval Hearing of whether the Settlement is fair, adequate and reasonable to the Class.

22 2. For purposes of this Order, the Class is defined as follows:

23 The “Settlement Class” or “Class Member(s)” means all current and former non-
24 exempt, hourly paid employees who worked for Defendant Plenitude Food Crafts,
25 LLC in California at any time during the Class Period. “Class Period” means the
time from July 22, 2021 to June 30, 2025.

26 The Class is preliminarily certified for settlement purposes only.

27 3. The Court hereby preliminarily finds that the Settlement was the product of
28 serious, informed, non-collusive negotiations conducted at arm’s length by the Parties. In

1 making this preliminary finding, the Court considered the nature of the claims set forth in the
2 pleadings, the amounts and kinds of benefits which shall be paid pursuant to the Settlement, the
3 allocation of Settlement proceeds to the Class, and the fact that the Settlement represents a
4 compromise of the Parties' respective positions. The Court further preliminarily finds that the
5 terms of the Settlement have no obvious deficiencies and do not improperly grant preferential
6 treatment to any individual Class Member. Accordingly, the Court preliminarily finds that the
7 Settlement was entered into in good faith.

8 4. The Court finds that the dates set forth in the Settlement for mailing and
9 distribution of the Class Notice meet the requirements of due process and provide the best notice
10 practicable under the circumstances, and constitute due and sufficient notice to all persons
11 entitled thereto, and directs the mailing of the Class Notice by first class mail to the Class as set
12 forth in the Settlement. Accordingly, the Court orders the following implementation schedule for
13 further proceedings:
14

15 a. Within fifteen (15) days following the date of this Preliminary Approval
16 Order, Defendant shall provide ILYM Group, Inc., the appointed Settlement Administrator, the
17 Class Data with the following information about each Class Member: (1) full name; (2) most
18 recent mailing address and telephone number; (3) Social Security Number; (4) dates of
19 employment; (5) the respective number of Workweeks that each Class Member worked during
20 the Class Period and the number of PAGA Pay Periods worked during the PAGA Period.

21 b. Within fifteen (15) calendar days after the receipt of the Class Data, the
22 Settlement Administrator shall be responsible for calculating the estimated payouts to the Class
23 Members assuming all Class Members participate in the Settlement.

24 c. Within fifteen (15) calendar days after the receipt of the Class Data, the
25 Settlement Administrator shall mail the Class Notice to all Class Members pursuant to the terms
26 of the Settlement, by First Class regular U.S. mail. Prior to mailing, the Settlement Administrator
27 will perform a search based on the National Change of Address Database for information to
28 update and correct any known or identifiable address changes.

1 d. Within forty-five (45) calendar days following the mailing of the Class
2 Notice, all requests to be excluded from the Settlement must be returned to the Settlement
3 Administrator via email or postmarked by U.S. Mail, as set forth in the Settlement. Those Class
4 Members who receive a re-mailed Class Notice, will have either (a) fifteen (15) calendar days
5 from the date of re-mailing or (b) until the Response Deadline, whichever is later, to submit a
6 Request for Exclusion. The Settlement Administrator shall file a declaration concurrently with
7 the filing of any motion for final approval of the Settlement authenticating a copy of every
8 Request for Exclusion received by the Settlement Administrator.

9 e. Within forty-five (45) calendar days following the mailing of the Class
10 Notice, all written objections to the Settlement should be mailed to the Settlement Administrator
11 and should state the basis for the objection. Those Class Members who receive a re-mailed Class
12 Notice, will have either (a) fifteen (15) calendar days from the date of re-mailing or (b) until the
13 Response Deadline, whichever is later, to submit an objection to the Settlement. The Settlement
14 Administrator shall forward a copy of the objection to counsel for the parties within two (2)
15 business days of receipt. The Settlement Administrator shall file a declaration concurrently with
16 the filing of any motion for final approval of the Settlement authenticating a copy of every
17 Notice of Objection received by the Settlement Administrator. The Court will consider any
18 written or oral objections or comments from Class Members at the time of the Final Approval
19 Hearing, as set forth in the Class Notice. Class Members may appear at the final approval
20 hearing to be heard on their objections, even if they have not previously served a written
21 objection.
22

23 5. The Court approves, as to form and content, the Notice of Class Action
24 Settlement, attached as **Exhibit A** to this Order. The Court also approves the procedure
25 for members of the Class to object to the Settlement set forth in the Class Notice.

26 6. The Court approves, for settlement purposes only, Maralle Messrelian of MM
27 Law, APC as Class Counsel.
28

1 7. The Court approves, for settlement purposes only, Plaintiff Daniel A. Taracena
2 Robledo as the Class Representative.

3 8. The Court approves ILYM Group, Inc. as the Settlement Administrator and orders
4 ILYM Group, Inc. to perform the duties described in Paragraph 9 and its subparts.

5 9. A Final Approval Hearing shall be held at _____ a.m./p.m. on _____,
6 2026 in Department 21 of the Superior Court for the State of California, County of Alameda,
7 located at 1221 Oak Street, Oakland, CA 94612, to consider the fairness, adequacy and
8 reasonableness of the proposed Settlement preliminarily approved by this Order, and to consider
9 the application of Class Counsel for an award of reasonable attorneys' fees and costs incurred
10 and the Class Representative Enhancement Payment. All briefs and materials in support of the
11 Motion for an Order of Final Approval and Judgment and Application for Attorneys' Fees and
12 Costs shall be filed with this Court sixteen (16) court days prior to the final approval hearing.

13
14 10. If for any reason the Court does not execute and file an Order of Final Approval
15 and Judgment, or if the Final Effective Date, as defined in the Settlement, does not occur for any
16 reason, the proposed Settlement that is the subject of this Order, and all evidence and
17 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights
18 of the Parties to the litigation, as more specifically set forth in the Settlement.

19 11 The Court expressly reserves the right to adjourn or continue the Fairness Hearing
20 from time to time without further notice to members of the Class. The Settlement Administrator
21 shall give prompt notice of any continuance to Class Members who object to the Settlement.

22 **IT IS SO ORDERED.**

23
24 Date: _____, 2026

Honorable S. Raj Chatterjee
Judge of the Alameda Superior Court

EXHIBIT A

Robledo v. Plenitude Food Crafts, LLC
Superior Court of the State of California, for the County of Alameda
Case No. 25CV133325

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All non-exempt, hourly employees of Defendant Plenitude Food Crafts, LLC, (“Defendant”) who worked in the State of California at any time from July 22, 2021, through and including June 30, 2025 (“Class Members”).

To: All non-exempt, hourly employees of Defendant who worked in California at any time from May 9, 2024, through June 30, 2025 (“PAGA Members”).

On [REDACTED], the Honorable Somnath Raj Chatterjee of the Alameda County Superior Court granted preliminary approval of this Class and PAGA action settlement and ordered the litigants to notify all Class and PAGA Members of the settlement.

You have received this notice because Defendant’s records indicate that you are a Class Member and are therefore entitled to a payment from the settlement. Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED]:00 a.m./p.m. on [REDACTED], 2026 in Department 21 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing remotely, which can be set up through Zoom. See <https://www.alameda.courts.ca.gov/general-information/remote-appearances> for more information about how to make a remote appearance.

The Final Fairness Hearing may be rescheduled by the Court for another date and/or time. Please visit the Court’s website at <https://eportal.alameda.courts.ca.gov> for any scheduling changes.

Please note that you can participate in the PAGA settlement only if you were a Class member and you were employed between May 9, 2024, through June 30, 2025. If you are a PAGA Member and the settlement is approved, you will, without further action on your part, receive a portion of the PAGA settlement. You cannot object to or opt out of the terms of the PAGA settlement.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as ‘eCourt Public Portal,’ at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the ‘Search’ tab at the top of the page, then select the Document Downloads link, enter the case number and click ‘Submit.’ Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be eligible for payments from the Class Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the actions during the Class Period from July 22, 2021, through and including June 30, 2025.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Amount and will not be bound by the terms of the proposed class settlement. To opt out of the Released Class Claims, you must submit a written Request for Exclusion by [DATE]. Once excluded, you will not release the Released Class Claims and you will not receive a payment from the Class Fund. <i>See below for more information.</i> You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Settlement Class Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 21 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Class Fund and the PAGA Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

Plaintiff Daniel A. Taracena Robledo, on his behalf and on behalf of other current and former non- exempt

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) fail to pay for all hours worked at the correct rate of pay, (2) fail to provide rest breaks, (3) fail to provide meal periods, (4) fail to reimburse work-related expenses, (5) fail to provide accurate wage statements, (6) fail to pay all wages due every pay period, (7) fail to pay all wages due at termination, and for (8) civil penalties under the Private Attorney General's Act, and (9) unfair competition.

Counsel for Plaintiff ("Class Counsel"), has investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believes that the claims alleged in this lawsuit have merit, Class Counsel also recognizes the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$335,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) a class representative enhancement payment of \$10,000 to Plaintiff, for his services on behalf of the class, and for a release of all claims arising out of his employment with Defendant; (3) \$111,666.67 in attorneys' fees and \$16,000 litigation costs and expenses payable to Plaintiff's counsel; (4) a \$30,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$19,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$10,500 payment ("PAGA Fund") to be distributed among PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$7,950. After deducting the above payments, a total of approximately \$159,383.33 will be allocated to Class Members ("Net Settlement Amount" or "Class Fund"). Additionally, all PAGA Members will receive a proportional share of the \$10,500 PAGA Fund.

Payments from the Class Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from July 22, 2021, through and including June 30, 2025 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Class Fund, the Settlement Administrator will use the following formula: The Class Fund will be divided by the aggregate total number of Workweeks in the Class Period, resulting in the Class per-workweek value. Each Class Member's share of the Class Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Class per-workweek value. The Individual Settlement Payment will be reduced by any including all authorized and required deductions, including the employee's share of tax withholdings.

According to Defendant's records, you worked during the Class Period in a non-exempt position for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the Net Settlement Amount is approximately \$ [REDACTED].

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from May 9, 2024, through June 30, 2025 ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods in the PAGA Period, resulting in the PAGA

per-pay-period value. Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Pay Periods in the PAGA Period by the PAGA per-pay-period value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive his or her portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of [REDACTED] Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ [REDACTED].

Your Estimated Total Payment: Based on the above, your estimated total payment from the settlement is approximately \$ [REDACTED]. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

ILYM Group, Inc.
c/o [REDACTED]
Fax No. [REDACTED]

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 15% of each Class Settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 85% of the Class Settlement will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. The PAGA Settlement payments are allocated to non-wages for which IRS Forms 1099-MISC will be issued if required.

Settlement Checks Expire After 120 Days. If the Court grants final approval of the Settlement, your settlement check will remain valid and may be cashed for One Hundred Twenty (120) days from the date it is issued. If you do not cash your check within the One Hundred Twenty (120) period you will no longer be able to cash your check. If you do not cash your check within that period, you will still be bound by the Settlement and by the releases described in this Notice.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and the Released PAGA Claims.

“Released Class Claims” means (1) all failures to pay for all hours worked at the correct rate of pay, (2) all failures to provide rest breaks, (3) all failures to provide meal periods, (4) all failures to reimburse work-related expenses, (5) all failures to provide accurate wage statements, (6) all failures to pay all wages due every pay period, (7) all failures to pay all wages due at termination, and (8) all claims of unfair competition.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Additionally, if the Court grants final approval, the State of California and the LWDA will be deemed to have released or waived the “**Released PAGA Claims**”: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiffs’ LWDA letter during the PAGA Period.

Option 2 – Opt Out of the release of the Released Class Claims If you do not wish to release any of the Class Released Claims, you may exclude yourself from the release by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement and do not wish to release the Class Released Claims. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent or fax, to the address or fax number below.

ILYM Group, Inc.
c/o [REDACTED]
Fax No. [REDACTED]

The Request for Exclusion must be postmarked or faxed not later than [REDACTED], 2026. If you submit a Request for Exclusion which is not postmarked or faxed by [REDACTED], 2026, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will:

- Not release the Released Class Claims and will not receive a payment from the Class Fund.
- If you are a PAGA Member, you will still receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement If you are a Class Member and you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed or faxed to the administrator at the mailing address or fax number [REDACTED].

All written objections must be received by the administrator by not later than [REDACTED] 2026. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for [REDACTED] at [REDACTED] a.m./p.m. in the Superior Court of the State of California, for the County of Alameda in Department 21 and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, and the Court overrules your objection, you will still be entitled to your share of the settlement money. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

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500 North Brand Blvd., Suite 2000
Glendale, CA 91203
Phone: (818) 810 -7747

The pleadings and all other records from this Action may be examined by inspecting the Court file at the Clerk's Office of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, California 94612. You can also find the settlement agreement, by accessing the Court's website at <https://eportal.alameda.courts.ca.gov>.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.