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Garcia, individually, and on behalf of all others
similarly situated*

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

CRUZ SOTO and MONICA NANELLY
GARCIA, individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

ESPINOZA BROTHERS FOOD
DISTRIBUTION, INC., a California corporation;
ESPINOZA BROTHERS ENTERPRISES LLC, a
California limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 22CECG03830

[Assigned for all purposes to: Hon. Jon M.
Skiles, Dept. 503]

**REVISED ~~PROPOSED~~ JUDGMENT
AND ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

FINAL APPROVAL HEARING

Date: May 21, 2026

Time: 3:30 p.m.

Dept.: 503

Complaint Filed: November 30, 2022

Trial Date: Not set

1 Plaintiffs Cruz Soto and Monica Nanelly Garcia’s (“Plaintiffs”) Motion for Final
2 Approval of Class Action and PAGA Settlement came before this Court on May 21, 2026, at
3 3:30 p.m., in Department 503 of the Superior Court of California, County of Fresno located at
4 1130 O Street, Fresno, CA 93721. Plaintiffs seek an order granting final approval of the
5 Settlement Agreement (“Settlement” or “Settlement Agreement”) between Plaintiffs and
6 Defendants Espinoza Brothers Food Distribution, Inc. and Espinoza Brothers Enterprises LLC
7 (“Defendants”) (Plaintiffs and Defendants collectively, the “Parties”), a copy of which is
8 attached to the Declaration of John G. Yslas in Support of Plaintiffs’ Motion for Preliminary
9 Approval of Class Action and PAGA Settlement as **Exhibit 1**. On August 7, 2025, this Court
10 granted Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement
11 (“Preliminary Approval Order”). In accordance with the Preliminary Approval Order, Class
12 Members were given notice of the terms of the Settlement and the opportunity to comment on
13 or object to it or to exclude themselves from its provisions.

14 Having received and considered the Settlement Agreement, the supporting papers filed
15 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
16 Approval of Class Action and PAGA Settlement, and the instant Motion for Final Approval of
17 Class Action and PAGA Settlement and supporting papers, as well as oral argument presented
18 to the Court, the Court grants final approval of the Settlement and HEREBY ORDERS AND
19 MAKES THE FOLLOWING DETERMINATIONS:

20 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
21 including all Settlement Class Members.

22 2. The Court finds that the Class, as defined below, is properly certified as a class for
23 settlement purposes only:

24 all current and former hourly-paid, non-exempt employees directly
25 employed by Defendants in the State of California, from June 5, 2018,
26 through March 9, 2024.

27 3. The Court appoints Plaintiffs Cruz Soto and Monica Nanelly Garcia as class
28 representatives for settlement purposes only.

1 4. The Court appoints John G. Yslas, Diego Aviles, Lucy Nguyen, Harry Erganyan,
2 and Mariam Nazaretyan of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

3 5. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement and
4 Final Approval Hearing, and Notice of Estimated Settlement Share were sent to each Class
5 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
6 their right to receive a Settlement Share, their right to comment on or object to the Settlement or
7 to opt out of the Settlement and pursue their own remedies, and their right to appear in person or
8 by counsel at the final approval hearing and be heard regarding approval of the Settlement.
9 Adequate periods of time were provided by each of these procedures.

10 6. No Class Members objected to the Settlement.

11 7. No Class Members requested exclusion from the Settlement.

12 8. The Court finds and determines that this notice procedure afforded adequate
13 protections to Class Members and provides the basis for the Court to make an informed decision
14 regarding approval of the Settlement based on the responses of Class Members. The Court finds
15 and determines that the notice provided in this case was the best notice practicable, which satisfied
16 the requirements of law and due process.

17 9. The Court finds the Settlement was entered into in good faith, that the Settlement is
18 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
19 requirements for final approval of this class action settlement under California law, including the
20 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
21 3.769.

22 10. Class Members who have not opted out will be bound by the Settlement, except that
23 PAGA Group Members will release the PAGA claims released in the Settlement and will receive
24 a portion of the amount set aside for their share of the settlement of civil penalties, regardless of
25 whether they opt out of the Settlement.

26 11. The Court finds that Plaintiffs notified the Labor and Workforce Development
27 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California
28 Labor Code § 2699(s).

1 12. No later than thirty (30) days after the Effective Date as defined in the Settlement
2 Agreement, Defendants will transfer the Gross Settlement Amount of One Hundred Ninety
3 Thousand Dollars (\$190,000.00) to the Settlement Administrator.

4 13. Within fourteen (14) days after Defendants fully fund the GSA and the Effective
5 Date has passed, the Administrator will mail checks for all Individual Class Payments, all
6 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the
7 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
8 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
9 Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not
10 precede disbursement of Individual Class Payments and Individual PAGA Payments.

11 14. The Court approves payment from the Gross Settlement Amount of a Class
12 Representative Service Payment to Plaintiffs Cruz Soto and Monica Nanelly Garcia in the reduced
13 amount of Five Thousand Dollars (\$5,000.00) per plaintiff, reduced from the requested Seven
14 Thousand Five Hundred Dollars (\$7,500.00) per plaintiff.

15 15. The Court approves payment from the Gross Settlement Amount for civil penalties
16 under PAGA in the amount of Ten Thousand Dollars (\$10,000.00) with the LWDA to receive 75%
17 (\$7,500.00), and the remaining 25% (\$2,500.00) to be distributed to Aggrieved Employees, defined
18 as all hourly-paid, non-exempt employees who are currently or formerly employed by Defendants
19 in the State of California from February 2, 2022 through March 9, 2024. The Court finds and
20 determines that such payment is fair, reasonable, and appropriate.

21 16. The Court approves payment from the Gross Settlement Amount for attorneys' fees
22 to Class Counsel in the amount of Sixty-Six Thousand Five Hundred Dollars (\$66,500.00), and
23 reimbursement of litigation costs in the amount of Seventeen Thousand Seven Hundred and Three
24 Dollars and Eighty-Five Cents (\$17,703.85).

25 17. The Court approves payment from the Gross Settlement Amount in the amount of
26 Seven Thousand Seven Hundred Fifty Dollars (\$7,750.00) to the Settlement Administrator, ILYM
27 Group, Inc. for its performance of settlement administration services.

28 18. Individual Settlement Payments checks will be valid for one hundred eighty (180)

1 days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for
2 his or her Individual Settlement Payment within one hundred and eighty (180) days after it is
3 mailed to him or her, the Settlement Administrator will distribute the funds represented by the
4 check to the California State Controller's Office, Unclaimed Property Division, in the name of the
5 Class Member.

6 19. Effective on the date when Defendants fully fund the entire Gross Settlement
7 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
8 Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released
9 Parties as follows:

10 (a) Plaintiffs' Release. Plaintiffs and their respective representatives, agents,
11 attorneys, heirs, administrators, successors assigns, assignors, grantees, devisees, trustees, or
12 any other entities in which they may have an interest ("Plaintiffs and Plaintiffs' Releasers"),
13 expressly agree to release and discharge generally, release and discharge Released Parties from
14 all claims, transactions or occurrences that occurred during the Class Period, including, but not
15 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
16 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
17 have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA
18 Notice. Defendants and Released Parties from all liabilities, causes of actions, charges,
19 complaints, suits, claims, obligations, costs, losses, damages, liquidated damages, punitive
20 damages, equitable relief, restitution, declaratory relief, interest, rights, judgments, attorneys'
21 fees and costs, expenses, bonds, bills, penalties, fines, and all other legal responsibilities of any
22 form whatsoever whether known or unknown, whether suspected or unsuspected, whether fixed
23 or contingent, including but not limited to those arising from any acts or omissions occurring
24 prior to the Effective Date of this Agreement by Defendants and Released Parties, including
25 those arising under any theory of law, whether common, contractual, constitutional, statutory
26 or other of any jurisdiction, foreign or domestic, whether known or unknown, whether in law or
27 in equity, which Plaintiffs had or may claim to have against any of them by reason of any and
28 all matters from the beginning of time to the present including, but not limited to, those arising

1 out of their past employment with, compensation during, and/or separation from their
2 employment with Defendants. Plaintiffs' Release does not extend to any claims for vested
3 benefits, unemployment benefits, disability benefits, social security benefits, workers'
4 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
5 Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition
6 to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that
7 Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different
8 or additional facts or Plaintiffs' discovery of them. ("Plaintiffs' Release.")

9 Plaintiffs and Plaintiffs' Releasors specifically release claims under all applicable
10 federal, state, and local laws including, but not limited to, Title VII of the Civil Rights Act of
11 1964 as amended, the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Family
12 Medical Leave Act, the Employee Retirement Income Security Act, the Consolidated Omnibus
13 Reconciliation Act of 1986, the Equal Pay Act, the Americans with Disabilities Act, the
14 California Fair Employment and Housing Act, the California Family Rights Act, the California
15 Labor Code including, but not limited to, sections 200, et seq., 970, 1102.5, 6310, and 132a,
16 applicable California Wage Order provisions, the California Government Code including, but
17 not limited to, sections 12940 et seq. and 12945, Title 2 of the California Code of Regulations
18 § 11039, the California Civil Code, the California Business and Professions Code including, but
19 not limited to, sections 17200 et seq., the California Constitution, the United States Constitution,
20 or any laws pertaining to wrongful termination in violation of public policy, defamation, breach
21 of contract, contractual obligations generally, discrimination based upon race, sex, disability,
22 or any other protected status, retaliation, harassment, failure to prevent discrimination,
23 harassment, or retaliation, failure to provide a reasonable accommodation or engage in the
24 interactive process, and wage and hour claims (including compensation for work, overtime,
25 PTO, vacation, or any other form of compensation or reimbursement). In sum, this release shall
26 apply to all possible claims Plaintiffs or Plaintiffs' Releasors could bring against Defendants
27 and Released Parties, whether arising in statute, regulation, common law, tort, contract, or any
28 other body of law arising before the effective date of this agreement, whether known or

1 unknown, and including, but not limited to, those pertaining to the employment relationship
2 between Plaintiffs and Defendants.

3 This release is not intended to operate as, nor shall be construed as, a release or
4 waiver of any rights and/or claims that cannot be released or waived, including worker's
5 compensation benefits or vested employee benefits, as a matter of law. Plaintiffs acknowledge
6 that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that
7 Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall
8 be and remain effective in all respects, notwithstanding such different or additional facts or
9 Plaintiffs' discovery of them.

10 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of
11 Plaintiffs Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits,
12 if any, of section 1542 of the Civil Code, which reads:

13 A general release does not extend to claims that the creditor or releasing
14 party does not know or suspect to exist in his or her favor at the time of
15 executing the release, and that if known by him or her would have
16 materially affected his or her settlement with the debtor or released party.

17 (b) Release by Participating Class Members: All Participating Class Members,
18 on behalf of themselves and their respective former and present representatives, agents, attorneys,
19 heirs, administrators, successors, assigns, assignors, grantees, devisees, trustees, or any other
20 entities in which they may have an interest, release Defendants and Released Parties from all claims
21 that were alleged, or reasonably could have been alleged, based on the facts alleged in the Class
22 Action, PAGA Action and PAGA Notice, and ascertained in the course of the Action including
23 failure to pay minimum and straight time wages, failure to pay overtime, failure to provide meal
24 periods, failure to authorize and permit rest periods, failure to timely pay final wages at
25 termination, failure to provide accurate itemized wage statements, failure to indemnify employees
26 for expenditures, and unfair business practices. Except as set forth in Section 5.3 of this Agreement,
27 Participating Class Members do not release any other claims, including claims for vested benefits,
28 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, or claims that cannot be released by matter of law.

(c) Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, , assignors, grantees, devisees, trustees, or any other entities in which they may have an interest, are deemed to release Defendants and the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts asserted in the PAGA Action, and the PAGA Notice.

20. The Parties are hereby ordered to comply with the terms of the Settlement.

21. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

22. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

23. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

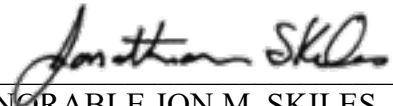
24. The Parties are ordered to return on May 20, 2027, at 3:30 p.m. in Department 503 to inform the Court of the total amount actually paid to the Class Members, pursuant to Code of Civil Procedure section 384, subdivision (b), so that the judgment can be amended and the distribution of any cy pres funds can be ordered.

1 25. The Parties are ordered to file a declaration from the Settlement Administrator as to
2 the payout and amount of uncashed checks no later than May 10, 2027.

3 26. Pursuant to California Rules of Court, rule 3.771(b), notice of the judgment shall be
4 given to the Class. Notice may be given by an insert with the settlement check that states judgment
5 was entered, provides a link to the Court's website, and gives directions to enter the case number.

6 **IT IS SO ORDERED.**

7
8 Dated: June 23, 2026


HONORABLE JON M. SKILES
JUDGE OF THE SUPERIOR COURT