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Attorneys for Plaintiff ZAKERY FERNANDEZ,
 as an individual and on behalf of all employees similarly situated

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

ZAKERY FERNANDEZ, as an individual and
 on behalf of all employees similarly situated,

Plaintiff,

v.

RONBOW CORPORATION, a California
 Corporation; DOES 1 through 50, inclusive,

Defendants.

Case No.: 25CV140345

[Assigned for all purposes to Hon. Rebekah
 Evenson, Dept. 24]

**~~AMENDED [PROPOSED]~~ ORDER
 GRANTING APPROVAL OF SETTLEMENT
 OF CLAIMS BROUGHT PURSUANT TO THE
 PRIVATE ATTORNEYS GENERAL ACT OF
 2004 AND ENTERING JUDGMENT**

Reservation N: 170087332212

Date: July 30, 2026

Time: 9:00 a.m.

Courtroom: Dept. 24

Judge: Hon. Rebekah Evenson

Action Filed: September 2, 2025

Trial Date: Not Set

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff ZAKERY FERNANDEZ (“Plaintiff”), individually and in his capacity as a
3 representative of the State of California on behalf of other allegedly aggrieved employees and
4 Defendant RONBOW CORPORATION (collectively, “Defendant”) (Plaintiff and Defendant are
5 collectively referred to herein as the “Parties”) have reached terms of settlement of this action alleging
6 claims for relief pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §
7 2698, *et seq.* (“PAGA”).

8 Plaintiff filed a Motion for an Order Approving Settlement of Claims Brought Pursuant to the
9 Private Attorneys General Act of 2004 (“PAGA”) (the “Motion”) memorialized in the PAGA
10 SETTLEMENT AGREEMENT (the “PAGA Settlement” or “PAGA Agreement”), a true and correct
11 copy of which PAGA Agreement is attached as **Exhibit 1** to the Declaration of Lilit Tunyan submitted.
12 The Court, having considered all the papers filed and otherwise being fully informed, and good cause
13 appearing therefor, enters this Order and Judgment which is intended to be a final disposition of this
14 Action in its entirety.

15 **IT IS HEREBY ORDERED and ADJUDGED** that the Motion for approval of settlement of
16 claims brought pursuant to PAGA is **GRANTED** subject to the following findings and orders:

17 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall have
18 the same meaning as given in the PAGA Agreement. The terms, provisions, and obligations set forth
19 in the PAGA Agreement are deemed a part of this Order and Judgment incorporated herein in their
20 entirety.

21 2. Pursuant to PAGA, California Labor Code § 2699(1)(2), the Labor and Workforce
22 Development Agency (the “LWDA”) has been given timely notice of the PAGA Agreement. The
23 Court finds and determines that Plaintiff’s notice of the PAGA Settlement to the LWDA complied
24 with the statutory requirements of PAGA.

25 3. The Court has determined that the Settlement is, in all respects, fair, reasonable and
26 accurate, and meets the requirements for approval under PAGA. Accordingly, the Court approves the
27 PAGA Settlement.

28 ///

1 4. The Court finds that the Gross PAGA Settlement Amount, Net PAGA Settlement Amount,
2 and the methodology used to calculate and pay the LWDA PAGA Payment, and the Individual PAGA
3 Payments to the Aggrieved Employees, in accordance with the PAGA Settlement, are fair and
4 reasonable.

5 5. The Court confirms approval of the PAGA Settlement as to the following group of
6 individuals, collectively referred to as the “Aggrieved Employees”:

7 All persons are or were employed by Defendant in the State of California and
8 classified as non-exempt from September 2, 2024 to May 8, 2026.

9 6. The Court approves the Notice to Aggrieved Employees, attached as Exhibit B to the
10 PAGA Settlement.

11 7. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
12 Amount the PAGA claims against the Released Parties are released as follows:

13 “All Aggrieved Employees are deemed to release, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs, administrators,
15 successors, and assigns, the Released Parties from all claims for civil penalties under
16 the California Private Attorneys General Act, California Labor Code § 2698, et. seq.
17 (“PAGA”) based on the PAGA Period facts stated in the Operative Complaint and the
18 PAGA Notice filed with the LWDA or that could have been alleged in the Operative
19 Complaint and the PAGA Notice, based upon the facts and/or claims alleged in the
20 Operative Complaint or in the PAGA Notice.”

21 The Released Parties are as follows:

22 “Defendant and each of its former and present directors, officers, shareholders, owners,
23 members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and
24 affiliates.”

25 8. The Court authorizes Phoenix Class Action Administration Solutions to act as the
26 Settlement Administrator.

27 9. The Court authorizes the Settlement Administrator to calculate and pay the PAGA
28 Settlement payments, in accordance with the terms of the PAGA Settlement.

 10. Defendant is directed to deliver the Gross PAGA Settlement Amount to the Settlement
Administrator within thirty (30) days after this Order is signed, as set forth in the PAGA Agreement.

1 11. The Court approves the allocations and Gross PAGA Settlement Amount of **\$70,000.00**
2 for the release of claims brought under PAGA, to be paid in accordance with the terms of the PAGA
3 Agreement.

4 12. The Court awards the Settlement Administrator in this Action its fees and costs of
5 **\$3,000.00** in accordance with the terms of the PAGA Agreement.

6 13. The Court awards to PAGA Counsel in this Action their fees of **\$23,333.33** in accordance
7 with the terms of the PAGA Agreement. The Court awards to PAGA Counsel actual costs of
8 **\$14,406.36** in accordance with the terms of the Settlement Agreement. The Settlement Administrator
9 will disburse \$20,000.00 in attorneys' fees within fifteen (15) days after Defendant funds the Gross
10 Settlement Amount. The remaining \$3,333.33 attorneys' fees shall be withheld by the Settlement
11 Administrator until the Final Accounting Compliance Hearing and will be disbursed to PAGA Counsel
12 within fifteen (15) days after the Final Accounting Compliance Hearing.

13 14. Under the terms of the PAGA Agreement, the Net PAGA Settlement Amount is
14 **\$29,260.31**. Sixty-five percent (65%) of the Net PAGA Settlement Amount will be paid to the State of
15 California Labor and Workforce Development Agency ("LWDA PAGA Payment"), and the
16 remaining amount (35%) of the Net PAGA Settlement Amount shall be distributed to the Aggrieved
17 Employees in accordance with the terms of the PAGA Agreement ("Individual PAGA Payment").

18 15. Each check for an Individual PAGA Payment sent to Aggrieved Employee shall be valid
19 until the void date on the check. Funds remaining from any uncashed checks for Individual PAGA
20 Payments will be disbursed to the California Controller's Office Unclaimed Property Fund in the name
21 of the Aggrieved Employee.

22 16. Nothing in this Order and Judgment or the PAGA Agreement shall be construed as an
23 admission or concession by any party. The PAGA Settlement and this resulting Order and Judgment
24 simply represent a compromise of disputed allegations.

25 17. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA within ten
26 (10) days of the date of this Order and Judgment.

18. Final Accounting Compliance (Nonappearance) Hearing is set on **March 25, 2027, at 9:00 a.m. in Department 24**. Plaintiff is to file a final report concerning the disbursement of funds and/or uncashed funds five court days in advance of the hearing.

19. After entry of this Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h) and Civil Procedure Code § 664.6, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the PAGA Agreement and this Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement proceeds.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

Dated: 07/30/2026



Hon. Rebekah Evenson
ALAMEDA COUNTY
SUPERIOR COURT Judge

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285, Glendale,
7 California 91203.

8 On the date indicated below, I served the document described as: **AMENDED [PROPOSED]**
9 **ORDER GRANTING APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT PURSUANT**
10 **TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 AND ENTERING JUDGMENT**
11 on the interested parties in this action by sending a true copy thereof to interested parties as follows
12 and as stated on the attached service list:

13 Deborah F. Birndorf
14 debbie.birndorf@nortonrosefulbright.com
15 Alia L. Chaib
16 alia.chaib@nortonrosefulbright.com
17 Natalie M. Lagunas
18 natalie.lagunas@nortonrosefulbright.com
19 Diana Cardenas
20 diana.cardenas@nortonrosefulbright.com
21 **NORTON ROSE FULBRIGHT US LLP**
22 555 South Flower Street
23 Forty- First Floor
24 Los Angeles, California 90071
25 Telephone: (213) 892-9200
26 Facsimile: (213) 892-9494

27 ***Attorneys for Defendant RONBOW CORPORATION***

- 28 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,
by e-mail delivery on the parties listed herein at their most recent known e-mail address
or e-mail of record in this action.
[✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept
electronic service, I caused the documents to be sent to the persons at the electronic
service addresses listed above via electronic mail. I did not receive an error message.

29 **Labor & Workforce Development Agency**

30 Attn. PAGA Administrator
31 1515 Clay Street, Ste. 801
32 Oakland, CA 94612
33 PAGAFilings@dir.ca.gov

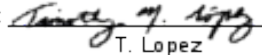
- 34 [✓] **BY ONLINE SUBMISSION:** I hereby certify that these documents were served from
Glendale, California, by online submission to Labor & Workforce Development Agency
portal using the link <https://dir.tfaforms.net/315>.

35 I declare under penalty of perjury under the laws of the State of California that the
36 above is true and correct.

37 Executed on July 22, 2026, at Glendale, California.

38 Natalia Zevallos
Name


Signature

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 07/30/2026
PLAINTIFF/PETITIONER: Zakery Fernandez	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Ronbow Corporation	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 25CV140345

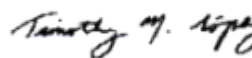
I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Granting Approval of Settlement of Claims Brought Pursuant to the Private Attorney General's Act of 2004 and Entering Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Lilit G. Tunyan
Tunyan Law, APC
ltunyan@tunyanlaw.com

Dated: 07/30/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



T. Lopez, Deputy Clerk