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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ANGELICA MENDOZA and HEIDI BIBIANO,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

JDC FOOD SERVICES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2023-01330193-CU-OE-CXC

[Assigned for all purposes to the Hon. David
Hoffer, Dept. CX103]

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] JUDGMENT FOLLOWING
ORDER GRANTING FINAL APPROVAL
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: January 26, 2026
Time: 1:30 p.m.
Courtroom: CX-103
Judge: Hon. David Hoffer

Action Filed: May 30, 2023
Trial Date: Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

Plaintiff Angelica Mendoza (“Plaintiff Mendoza”) and Plaintiff Heidi Bibiano (“Plaintiff Bibiano”) (together, “Plaintiffs”) filed a motion for final approval of a class and representative action settlement of the claims asserted against Defendant JDC Food Services, Inc. (“Defendant”) in this action. The matter came on for hearing on January 26, 2026, and the Court issued an Order granting Plaintiffs’ motion for final approval of a proposed class and representative action settlement (“Final Approval Order”). The settlement is memorialized in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE and FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the “Agreement” or “Settlement”). (*See* Declaration of H. Scott Leviant in Support of Plaintiffs’ Motion for Final Approval of Class and Representative Action Settlement [“Leviant Decl.”], at Exh. 1.)

The Court’s Final Approval Order is incorporated herein in its entirety. The Court now enters Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable.

JUDGMENT

In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be entered whereby the Plaintiffs, all Class Members, and all Aggrieved Employees shall take nothing from Defendants, except as expressly set forth in the Final Approval Order and the Agreement.

The Class Members are:

All persons employed by Defendant in California and classified as hourly, non-exempt employees who worked for Defendant during the Class Period (the “Class Period” is the period from May 30, 2019, to February 7, 2025. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.

(Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34)

One Class Member timely requested exclusion from the Class. All other Class Members are Participating Class Members and are bound by the Final Approval Order and Judgment in the Action.

All Class Members who worked at any time between May 26, 2022, to August 22, 2025, are “Aggrieved Employees” for purposes of distributing the Aggrieved Employees’ 25% share of the PAGA Penalties as Individual PAGA Payments. Class Members who are Aggrieved Employees cannot opt out

1 of the release of the PAGA claims and will therefore receive an Individual PAGA Payment, irrespective
2 of whether they are Participating Class Members.

3 Once Defendant fully funds the Settlement by paying all amounts due under the Agreement and
4 this Order, the Class Representatives and each Putative Class Member will release Class claims as follows:

5 All Participating Class Members, on behalf of themselves and their respective former and present
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
7 Parties from (i) all claims, causes of action, and factual or legal theories that were alleged, or
8 reasonably could have been alleged, based on the Class Period facts and legal theories stated in the
9 Operative Complaint(s). Excluded from this portion of the release are claims for PAGA penalties that
10 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
11 PAGA Notice. Except as set forth in this Section of the Agreement, Participating Class Members do
12 not release any other claims, including claims for vested benefits, wrongful termination, violation of
13 the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
14 compensation, or claims based on facts occurring outside the Class Period.

15 Once Defendant fully funds the Settlement by paying all amounts due under the Agreement and
16 this Order, the Aggrieved Employees will release PAGA claims as follows:

17 All Plaintiffs, on their own behalf and on behalf of the State of California, are deemed to
18 release, on behalf of themselves and their respective past and present representatives, agents,
19 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims
20 for civil penalties under PAGA, based on the facts and Labor Code sections that were alleged
21 or reasonably could have been alleged in Plaintiffs' PAGA notices of violations and/or
22 amended PAGA notices of violations.

23 Distributions pursuant to the Agreement shall issue in the amounts authorized in the Final Approval
24 Order, according to the deadlines specified in the Agreement.

25 Pursuant to California Code of Civil Procedure § 664.6 and Rule 3.769(h) of the California Rules
26 of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, Class
27 Members, and Defendants, for the purposes of:

28 (a) supervising the implementation, enforcement, construction, and interpretation of the Agreement,
the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the
Judgment; and

(b) supervising distribution of amounts paid under this Agreement.

IT IS SO ORDERED.

Dated: _____

Hon. David Hoffer,
ORANGE SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Ian B. Wieland David G. Litman Tristan Matthews Mehgan Ferreira SAGASER, WATKINS & WIELAND PC 5260 N. Palm Ave., Ste. 400 Fresno, CA 93704 ian@sw2law.com david@sw2law.com tristan@sw2law.com mehgan@sw2law.com <i>Counsel for Defendant, JDC FOOD SERVICES, INC.</i>	Nazo Koulloukian Hilary Silvia KOUL LAW FIRM 217 South Kenwood Street Glendale, CA 91205 T: (213) 325-3023 E-mail: nazo@koullaw.com E-mail: hilary@koullaw.com <i>Counsel for Plaintiff, HEIDI BIBIANO</i>
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☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, 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 PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **December 29, 2025**, at Los Angeles, California.

Type or Print Name

Signature