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15 on behalf of herself and others similarly situated

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF STANISLAUS**

18 SAMANTHA COUGHLIN, on behalf of herself
19 and others similarly situated,

20 Plaintiff,

21 vs.

22 FRESHPOINT CENTRAL CALIFORNIA,
23 INC.; and DOES 1 to 100, inclusive,

24 Defendants.

Electronically Filed
2/9/2026
Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Alecsondra Chavez, Deputy

Case No.: CV-23-004628

CLASS ACTION

*[Assigned for All purposes to the
Hon. Stacy Speiller, Dept. 22]*

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed in relation to Notice of Motion and Motion
for Final Approval of Class Action Settlement
and Motion for Award of Attorneys' Fees and
Costs; Declaration of Alexander J. Aroeste in
Support Thereof filed on January 9, 2026]*

MFA Hearing Information:

Date: February 3, 2026

Time: 8:30 a.m.

Dept.: Department 22

~~**PROPOSED**~~ ORDER AND JUDGMENT

Plaintiff Samantha Coughlin's ("Plaintiff") Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees and Costs with Defendant FreshPoint Central California, Inc. ("Defendant" or "FreshPoint") came before this Court on February 3, 2026, at 8:30 p.m. in Department 22, of the Stanislaus County Superior Court City Towers Courthouse located at 801 10th Street, Modesto, CA 95354. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of Alexander J. Aroeste in Support of Plaintiff's Motion for Final Approval (the "Settlement" or "Settlement Agreement"), Plaintiff's Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the declaration of Garvin Brown on behalf of ILYM Group, Inc., and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

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

Current and former employees who were classified by Defendant as salaried employees at Defendant's Stanislaus County location at 5900 N. Golden State Blvd, Turlock, CA 95382 and did not earn a minimum monthly salary of no less than two times the state minimum wage in California while working for Defendant anytime during the Class Period.

3. The "Class Period" is the period from August 16, 2019, through August 22, 2024.

4. For purposes of the settlement, the Court designates named Plaintiff Samantha Coughlin as Class Representative, and Joseph Lavi, Esq., Vincent C. Granberry, Esq., Melanie S. Rodriguez, Esq., and Alexander J. Aroeste, Esq. of Lavi & Ebrahimian, LLP, as Class Counsel.

5. The notice provided to the class members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable

1 law, and constitutes the best notice practicable under the circumstances, by providing individual
2 notice to all class members who could be identified through reasonable effort, and by providing due
3 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
4 The notice fully satisfied the requirements of due process.

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

10 7. The Settlement Agreement is not an admission by Defendant or by any other released
11 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
12 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any
13 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
14 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
15 whatsoever by or against Defendant or any of the other released parties.

16 8. No Class Members have objected to the terms of the Settlement.

17 9. No Class Members have requested exclusion from the Settlement.

18 10. The Escalator Clause of the Settlement has not been triggered.

19 11. Defendant will fully-fund the non-reversionary Gross Settlement Amount of One
20 Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00) and also fund the amounts
21 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
22 Administrator no later than twenty-one (21) days after the Effective Date. (Settlement, §§ 4.3, 1.20)

23 12. The Administrator will issue the following payments within fourteen (14) days after
24 receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA Payments (c) the
25 LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class Counsel Fees
26 Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class Representative
27 Service Payment.
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1 13. In addition to any recovery that the named Plaintiff may receive under the Settlement,
2 and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the Court hereby
3 approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiff
4 in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00).

5 14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
6 to Class Counsel in the sum of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00)
7 (\$45,000.00), and the reimbursement of litigation expenses in the sum of Seven Thousand Five
8 Hundred Twenty Dollars and Seventy-Five Cents (\$7,520.75). Each are reasonable amounts. The
9 reasonableness of the fee award is determined based on a reasonable percentage of a common fund
10 obtained for the class. The court also has considered the lodestar amount. Awarding fees on a
11 percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for
12 the class.

13 15. The Court approves and orders payment from the Gross Settlement Amount in the
14 amount of Two Thousand Nine Hundred Fifty Dollars and Zero Cents (\$2,950.00) to ILYM Group,
15 Inc. for performance of settlement administration services.

16 16. The Court approves and orders the allocation of Thirteen Thousand Five Hundred
17 Dollars and Zero Cents (\$13,500.00) of the Gross Settlement Amount as PAGA Penalties.

18 17. The Court approves and orders payment of Ten Thousand One Hundred Twenty-Five
19 Dollars and Zero Cents (\$10,125.00) (75% of the PAGA Penalties) to the LWDA as the LWDA
20 PAGA Payment as 75% of the PAGA Penalties.

21 18. The Court approves and orders payment of Three Thousand Three Hundred Seventy-
22 Five Dollars and Zero Cents (\$3,375.00) (25% of the PAGA Penalties) to be distributed to Aggrieved
23 Employees as Individual PAGA Payments pursuant to the terms of the Settlement.

24 19. In list form, the amounts approved and ordered paid are as follows:

- 25 a. Gross Settlement Amount ("GSA"): \$135,000.00
- 26 b. LWDA Allocation: Total \$13,500.00, composed of:
 - 27 i. LWDA Payment: \$10,125.00 (75% of LWDA Allocation)
 - ii. Aggrieved Employees: \$3,375.00 (25% of LWDA Allocation)
- 28 c. Expected Deductions: Total \$65,200.75, composed of:
 - i. \$10,000.00 - Class Representative Service Payment

- ii. \$45,000.00 - Attorneys' Fees
- iii. \$7,520.75 - Attorneys' Costs
- iv. \$2,950.00 - Settlement Administration Costs
- d. Net Settlement Amount: \$56,299.25 (GSA, minus LWDA Allocation, minus Expected Deductions)

20. Participating Class Members will have one hundred eighty (180) calendar days from the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be voided, and the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" within the requirements of California Code of Civil Procedure Section 384, subd. (b). The Administrator shall inform the Parties regarding the status of any uncashed checks at the conclusion of the 180 calendar day check cashing period.

21. Release by Participating Class Members: Following the Effective Date, and effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, 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.

22. Release by Aggrieved Employees: All 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, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

23. Release by Plaintiff: Plaintiff and his or her respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, release and discharge

Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce the Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

24. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

25. "Released Parties" means: Defendant and each of its affiliates/parents (including Sysco Corporation), predecessors, successors, and all of their past and present directors, officers, shareholders, members, managers, joint employers, co-employers, integrated enterprises, representatives, employees, insurers, and agents.

26. The "PAGA Period" means the period from August 15, 2022, through August 22, 2024.

27. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

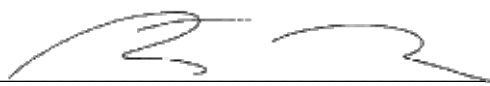
28. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, and any and all claims, asserted in, arising out

1 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
2 settlement and the determination of all controversies relating thereto.

3 29. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
4 file a final report with the Court regarding distribution of settlement funds by September 29, 2026,
5 indicating the disbursements were made pursuant to the settlement. Any unclaimed funds that are
6 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by
7 such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member
8 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
9 Section 384, subd. (b).

10 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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12 Dated: 2/6/26


13 Hon. Judge Stacy Speiller
14 Judge of the Superior Court
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