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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

FATIMA FLORES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

A.I. FOODS CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 22STCV27843

*[Assigned for all purposes to the Honorable
Lawrence P. Riff, Dept. SSC-7]*

[PROPOSED] FINAL JUDGMENT

Date: July 23, 2024
Time: 10:00 a.m.
Dept.: SSC-7

1 This matter came on regularly for hearing before this Court on July 23, 2024, pursuant
2 to California Rule of Court 3.769 and this Court’s March 18, 2024 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Class Action and PAGA Settlement Agreement and Class Notice (referred to hereinafter
5 as “Settlement” or “Settlement Agreement”)¹ and the documents and evidence presented in
6 support thereof, and the submissions of counsel, the Court hereby ORDERS and enters
7 JUDGMENT as follows:

8 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
9 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
10 of Class Action Settlement. The Settlement Class is defined as:

11 All current and former non-exempt, hourly employees of Defendant A.I.
12 Foods Corporation who worked at any time in California between August
13 26, 2018 and May 17, 2023.

14 Class Period means the time period between August 26, 2018 and May 17,
15 2023.

16 2. Plaintiff Fatima Flores is hereby confirmed as Class Representative, and Scott M.
17 Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC
18 are hereby confirmed as Class Counsel.

19 3. Notice was provided to the Settlement Class of 127 as set forth in the Settlement.
20 The form and manner of notice were approved by the Court on March 18, 2024, and the notice
21 process has been completed in conformity with the Court’s Order. The Court finds that said
22 notice was the best notice practicable under the circumstances. The Notice of Class Settlement
23 and Fairness Hearing provided due and adequate notice of the proceedings and matters set forth
24 therein, informed Settlement Class members of their rights, and fully satisfied the requirements
25 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement, that
2 0 of the 127 class members has opted out of the Settlement, and that the 100% participation rate
3 in the Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 6. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members individually is
9 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
10 is a well-defined community of interest among members of the Settlement Class with respect to
11 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
12 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
13 adequately protected the interests of the Settlement Class members; (e) a class action is superior
14 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
15 are qualified to serve as counsel for the Class Representative and the Settlement Class.

16 7. The Court orders that Defendant to deliver the Settlement Amount of \$395,000.00
17 to Phoenix Settlement Administrators, the Settlement Administrator, as provided for in the
18 Settlement. Specifically, AI Foods shall fully fund the Gross Settlement Amount, including all
19 amounts necessary to fully pay AI Foods's share of payroll taxes, by transmitting such funds to
20 the Administrator within 30 days of the Effective Date. "Effective Date" means the latter of the
21 follow: (a) the Court's final approval of the settlement if no objections by or on behalf of Class
22 Members have been filed; (b) the time for appeal has expired if an objection has been filed and
23 no appeal has been filed or withdrawn; (c) the final resolution of any appeal that has been filed.

24 8. The Court finds that the settlement payments, as provided for in the Settlement,
25 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
26 individual payments in conformity with the terms of the Settlement.

1 9. The Court finds that an incentive payment in the amount of \$5,000.00 for Plaintiff
2 Fatima Flores is appropriate for her risks undertaken and service to the Settlement Class. The
3 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
4 Administrator make this payment in conformity with the terms of the Settlement.

5 10. The Court finds that attorneys' fees in the amount of \$131,666.66 and actual
6 litigation costs of \$16,812.09 for Class Counsel, are fair, reasonable, and adequate, and orders
7 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
8 the terms of the Settlement.

9 11. The Court orders that the Settlement Administrator shall be paid \$8,250.00 from
10 the Gross Settlement Amount for all of its work done and to be done until the completion of this
11 matter, and finds that sum appropriate.

12 12. The Court finds that the payment to the California Labor & Workforce
13 Development Agency ("LWDA") in the amount of \$18,750.00 for its 75% share of the \$25,000
14 settlement of Plaintiff's representative action under the California Labor Code Private Attorneys
15 General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement
16 Administrator to distribute this payment to the LWDA in conformity with the terms of the
17 Settlement. The remaining 25% or \$6,250 of the PAGA Amount is to be distributed to the 78
18 Aggrieved Employees in conformity with the terms of the Settlement. The highest Individual
19 PAGA Payment to an Aggrieved Employee is \$145.97, and the average Individual PAGA
20 Payment to be paid is \$80.13.

21 13. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
22 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
23 separately, and in addition to, the Class Settlement Amount.

24 14. After the above deductions, attorneys' fees (\$131,666.66), attorneys' litigation
25 costs (\$16,812.09), incentive payment to Plaintiff (\$5,000.00), Settlement Administrator costs
26 (\$8,250.00), and the PAGA Amount to the LWDA (\$18,750.00), the Net Settlement Amount of
27 \$214,521.25 is to be distributed to 127 Settlement Class members, that worked a total of 12,369
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workweeks during the Class Period, in conformity with the terms of the Settlement. The lowest Individual Settlement Share to be paid to a Settlement Class member is \$16.84, the highest Individual Settlement Share is \$3,990.64, and the average Individual Settlement Share to be paid is \$1,639.93.

15. The Court finds and determines that upon satisfaction of all obligations under the Settlement and this Order, all Settlement Class members, will be bound by the Settlement will have released the Released Claims as set forth in the Settlement, and will be permanently barred from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

16. Upon the Date on which the full payment of the Gross Settlement Amount and associated employer-side taxes are made by Defendant, by virtue of this Judgment, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge AI Foods Corporation and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (“Released Parties”) from all claims, demands, rights, liabilities and causes of action that have been pled in the Operative Complaint as well as all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint defined above with respect to the following claims: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages owed, (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f) failure to timely pay all wages due upon separation of employment; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of

1 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
2 workers' compensation, or claims based on facts occurring outside the Class Period.

3 17. All Aggrieved Employees are deemed to release, on behalf of themselves and
4 their respective former and present representatives, agents, attorneys, heirs, administrators,
5 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
6 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
7 Operative Complaint and the PAGA Notice, including, e.g., failure to pay all minimum wages
8 owed; (b) failure to pay all overtime wages owed, (c) failure to provide meal periods, or premium
9 pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium
10 pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f)
11 failure to timely pay all wages due upon separation of employment ("Released PAGA Claims").

12 18. Plaintiff and her respective former and present spouses, representatives, agents,
13 attorneys, heirs, administrators, successors, and assigns generally, release and discharge
14 Released Parties from any and all claims, transactions, or occurrences, including, but not limited
15 to: (a) all claims that were, or reasonably could have been, alleged based on the facts alleged in
16 the Action and facts alleged in Plaintiff's PAGA Notice; (b) all claims that were, or reasonably
17 could have been, ascertained during the Action, and (c) all claims released pursuant to
18 Paragraphs 5.2 and 5.3 below ("Plaintiff's Release"). Plaintiff's Release does not extend to any
19 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
20 benefits, disability benefits, social security benefits, workers' compensation benefits that arose
21 at any time, or to claims or actions based on occurrences after this Agreement is executed by
22 Plaintiff. Plaintiff acknowledges that she may discover facts or law different from, or in addition
23 to, the facts or law that she now knows or believes to be true but agrees, nonetheless, that
24 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
25 or additional facts, her discovery of those facts. For purposes of Plaintiff's Release only, Plaintiff
26 expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of
27 the California Civil Code, which reads:
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