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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] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

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 to
2 California Rule of Court 3.769 and this Court's March 18, 2024 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Class
4 Action and PAGA Settlement Agreement and Class Notice (herein "Settlement")¹ and the documents
5 and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved
6 in this case, the risks of further prosecution and the substantial benefits to be received by the Settlement
7 Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is
8 fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
9 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final
10 Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

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

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

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

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

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

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

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

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

16 7. The Court finds that given the absence of objections to the Settlement, and objections
17 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

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

1 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
2 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
3 the Settlement Class member.

4 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
5 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
6 in conformity with the terms of the Settlement.

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

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

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

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

25 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
26 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
27 and in addition to, the Gross Settlement Amount.

1 16. After the above deductions, attorneys' fees (\$131,666.66), attorneys' litigation costs
2 (\$16,812.09), incentive payment to Plaintiff (\$5,000.00), Settlement Administrator costs (\$8,250.00),
3 and the PAGA Amount to the LWDA (\$18,750.00), the Net Settlement Amount of \$214,521.25 is to be
4 distributed to 127 Settlement Class members, that worked a total of 12,369 workweeks during the Class
5 Period, in conformity with the terms of the Settlement. The lowest Individual Settlement Share to be
6 paid to a Settlement Class member is \$16.84, the highest Individual Settlement Share is \$3,990.64, and
7 the average Individual Settlement Share to be paid is \$1,639.93.

8 17. The Court finds and determines that upon satisfaction of all obligations under the
9 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have
10 released the Released Claims as set forth in the Settlement, and will be permanently barred from
11 prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

12 18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
13 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
14 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
15 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

16 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
17 and the Judgment entered in connection with the Settlement.

18 19. The Settlement Administrator shall file a declaration regarding the disbursement of
19 Settlement funds on or before February 28, 2025.

20
21 **IT IS SO ORDERED.**

22
23 Dated: _____, 2024

Honorable Lawrence P. Riff
Judge of the Superior Court