

MAY 29 2026

Clerk of the Superior Court
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

KARLA RODRIGUEZ, individually, and on
behalf of other members of the general public
similarly situated, and as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiffs,

vs.

PGC FOODS, LLC, a California limited liability
company; GRAFFIUS FOOD SERVICES,
INC., a California corporation; JOKAR
ENTERPRISES, INC., a California corporation;
MAKAR FOODS, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 37-2023-00039650-CU-OE-CTL

Assigned to the Hon. Terrie E. Roberts

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

Date: May 29, 2026
Time: 10:30 a.m.
Place: Department C-68

Complaint Filed: September 13, 2023
Trial Date: None Set

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ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement (“Motion”). Due and adequate notice having been given to Class Members as required by the Court’s Preliminary Approval Order, and the Court having reviewed the Motion, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefor, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement” or “Settlement”), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation conducted by Plaintiff’s Counsel; that the settlement is the result of serious, informed, adversarial, and

1 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
2 adequate, and reasonable.

3 7. In so finding, the Court has considered all evidence presented, including evidence
4 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
5 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
6 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
7 sufficient information about the nature and magnitude of the claims being settled, as well as the
8 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
9 which the Parties have agreed.

10 8. Accordingly, the Court hereby approves the \$700,000 settlement as set forth in the
11 Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable,
12 adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all
13 remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds that
14 settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks
15 if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery
16 provided by the settlement in light of the challenges posed by continued litigation, the Court concludes
17 that the settlement provides Class Members with fair and adequate relief.

18 9. The Settlement Agreement is not an admission by Defendant or by any other Released
19 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
20 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
21 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
22 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
23 whatsoever by or against Defendant or any of the other Released Parties.

24 10. With the exception of the single opt out (Declaration of Kaylie O'Connor ¶ 6), final
25 approval shall be with respect to: All persons who worked for Defendant as non-exempt, hourly
26 employees in the State of California at any time during the period from September 13, 2019 through
27 April 8, 2025.

28 11. Plaintiff Karla Rodriguez is an adequate and suitable representative and is hereby

1 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment
2 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
3 Settlement Class, and that her interests are aligned with those of the Settlement Class.

4 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
5 \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all
6 claims arising out of her employment with Defendant.

7 13. The Court finds that the attorneys at Capstone Law APC have the requisite
8 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
9 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
10 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

11 14. The settlement of civil penalties under PAGA in the amount of \$40,000 is hereby
12 approved. Seventy-Five Percent (75%), or \$30,000, shall be paid to the California Labor and Workforce
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$10,000, will be paid to PAGA
14 Members.

15 15. The Court awards \$233,333 in attorneys' fees and \$13,469.48 in costs and expenses to
16 Capstone Law APC. The Court finds the requested attorneys' fee award reasonable for a contingency-
17 fee class action of this nature, representing one-third of the common fund created by the settlement. The
18 Court also performed a lodestar cross-check and concludes that the requested fee award is reasonable
19 under that analysis as well. After reviewing Class Counsel's declaration detailing the hours worked and
20 the rates applied, the Court finds that the time devoted to this litigation, the billing rates reflected in the
21 declaration, and the requested risk multiplier support the requested fee award.

22 16. The Court approves settlement administration costs and expenses in the amount of
23 \$14,750 to CPT Group, Inc.

24 17. All Class Members were given a full and fair opportunity to participate in the Approval
25 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
26 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
27 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
28 and Judgment shall be forever binding on all Participating Class Members. Upon the Funding Date,

1 these Participating Class Members have released and forever discharged the Released Parties for any and
2 all Released Class Claims during the Class Period:

3 All claims, rights, demands, liabilities, and causes of action that are alleged in the
4 operative Complaint, or which could have been alleged by reason of, or in
5 connection with, any matter or fact set forth or referred to in the operative
6 Complaint, including claims for violation of: (1) California Labor Code §§ 226.7,
7 512(a), 516, and 1198 (failure to provide meal periods); (2) California Labor Code
8 §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (3)
9 California Labor Code §§ 510 and 1198 (unpaid overtime); (4) California Labor
10 Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (5)
California Labor Code §§ 226(a), 1174(d), and 1198 (non-compliant wage
statements and failure to maintain payroll records); (6) California Labor Code §§
201 and 202 (wages not timely paid upon termination); (7) California Labor Code
§ 204 (failure to timely pay wages during employment); (8) California Labor Code
§ 2802 (unreimbursed business expenses); (9) California Business & Professions
Code §§ 17200, *et seq.* (unlawful business practices); and (10) California Business
& Professions Code §§ 17200, *et seq.* (unfair business practices).

11 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
12 the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims for
13 civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have
14 been brought based on the same facts alleged in Plaintiff's LWDA letter during the PAGA Period.

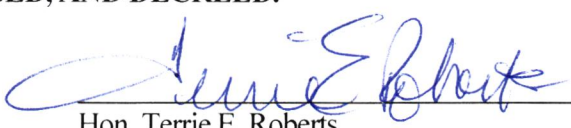
15 19. Judgment in this matter is entered in accordance with the above findings.

16 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
17 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
18 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing
19 the terms of the Judgment entered herein.

20 21. This document shall constitute a judgment (and separate document constituting said
21 judgment) for purposes of California Rules of Court, Rule 3.769(h).

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

23 Dated: 5/29/24

24 
Hon. Terrie E. Roberts

25 San Diego County Superior Court Judge