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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF STANISLAUS**

11
12 MARIA MADRIGAL & JORGE VILLALPANDO,
individually and on behalf of all others similarly
13 situated,

14 Plaintiffs,

15 v.

16 BEST DEAL FOOD COMPANY, INC.; and
DOES 1 through 20, inclusive,

17 Defendants.
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Case No. CV-23-005838

*Assigned for All Purposes to:
Judge Sonny S. Sandhu; Dept. 24*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: May 22, 2026
Time: 8:30 a.m.
Dept.: 24
Judge: Hon. Sonny S. Sandhu

Complaint Filed: 9/29/2022
FAC Filed: 12/15/2023
SAC Filed: 5/28/2025
Trial Date: Not Set

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8 Attorneys for Plaintiff Maria Madrigal & Jorge Villalpando,
9 individually, and on behalf of all others similarly situated.

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1 Plaintiffs Maria Madrigal and Jorge Villalpando's Motion for Preliminary Approval of
2 Class and Representative Action Settlement ("Motion") came before this Court on May 22, 2026,
3 at 8:30 a.m., in Department 24 before the Honorable Sonny S. Sandhu, presiding. The Court having
4 considered the papers submitted in support of the Motion and good cause appearing therefor,

5 IT IS HEREBY ORDERED:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and
8 Release Between Plaintiffs and Defendant ("Stipulation of Settlement") filed with the Motion. All
9 terms used herein shall have the same meaning as defined in the Stipulation of Settlement.

10 2. The settlement set forth in the Stipulation of Settlement appears to be fair, adequate
11 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to
12 be presumptively valid, subject only to any objections that may be raised at the final fairness hearing
13 and final approval by this Court.

14 3. A final fairness hearing on the question of whether the proposed Settlement,
15 attorneys' fees to Class Counsel, costs of administration, and Class Representatives' Enhancement
16 Awards should be finally approved as fair, reasonable and adequate as to the members of the Class
17 is scheduled in Department 24 on the date and time set forth in the Implementation Schedule in
18 Paragraph 11 below.

19 4. This Court approves, as to form and content, the Notice of Proposed Class and
20 PAGA Action Settlement and Hearing Date for Final Court Approval of Settlement ("Class
21 Notice") (**Exhibit A**). The Court approves the procedure for Class Members to opt out of and to
22 object to the Settlement as set forth in the Stipulation of Settlement and Class Notice.

23 5. Consistent with the definitions provided in the Stipulation of Settlement, the terms
24 "Settlement Class" and "Class Members" shall mean all persons employed by Defendant in California
25 as a non-exempt employee from April 14, 2019 through March 13, 2025. The Settlement Class,
26 however, shall not include any person who previously settled or released all the claims covered by the
27 Settlement, or any person who previously was paid or received awards through civil or administrative
28 actions for all the claims covered by the Settlement, or any person who submitted a timely and valid

1 Request for Exclusion as provided in the Settlement. The “Class Period” shall be April 14, 2019
2 through March 13, 2025. All Class Members who worked any hours for Defendant in California
3 during any pay period from October 10, 2022 through March 13, 2025 are aggrieved employees
4 with respect to the California Private Attorneys General Act (“PAGA”) (“PAGA Members”), and
5 will be paid their PAGA Share and release the Released PAGA Claims regardless of whether they
6 submit a timely and valid Request for Exclusion from the Settlement.

7 6. The Court directs the mailing of the Class Notice by first-class mail to the Class
8 Members in accordance with the Implementation Schedule set forth in Paragraph 11 below. The
9 Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the
10 Implementation Schedule, meet the requirements of due process and provide the best notice
11 practicable under the circumstances and shall constitute due and sufficient notice to all persons
12 entitled thereto.

13 7. It is ordered that the Settlement Class is preliminarily certified for settlement
14 purposes only.

15 8. The Court confirms Plaintiffs Maria Madrigal and Jorge Villalpando as Class
16 Representatives, and Samuel A. Wong, Kashif Haque, Jessica L. Campbell, , and Farah Khaled of
17 Aegis Law Firm, PC, and Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, and Alexandra
18 Rose of Blackstone Law, APC as Class Counsel.

19 9. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
20 Administrator.

21 10. To facilitate administration of the Settlement pending final approval, the Court hereby
22 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
23 proceedings (including filing claims with the Division of Labor Standards Enforcement of the
24 California Department of Industrial Relations) regarding claims released by the Settlement, unless
25 and until such Class Members have submitted valid Requests for Exclusion with the Settlement
26 Administrator and the time for opting out of the class has elapsed.

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28 11. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member and PAGA Member Information to Settlement Administrator	June 26, 2026
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members and PAGA Members	July 7, 2026
c.	Deadline for Class Members to Postmark Requests for Exclusion, Written Objections, and/or Disputes	August 28, 2026
d.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	September 11, 2026
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Awards	September 16, 2026
f.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	September 16, 2026
g.	Final Fairness Hearing and Final Approval	Date: October 12, 2026 Time: 8:30 a.m. Dept.: 24
h.	Deadline for Defendant to fund first half of settlement	30 calendar days after Effective Date
i.	Deadline for Defendant to fund second half of settlement	December 15, 2026
j.	Deadline for Settlement Administrator to mail Settlement Awards and Enhancement Awards, and to wire transfer Attorneys' Fees and Costs (if Settlement is Effective)	5 calendar days after receipt of second half of settlement funds
k.	Deadline for Participating Class Members and PAGA Members to cash Settlement checks (if Settlement is Effective)	120 calendar days after Settlement Administrator mails Settlement Awards and PAGA Shares

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1.	Settlement Administrator to File Proof of Payment of Settlement Awards, Enhancement Awards, Attorneys' Fees and Costs, and payment to LWDA (if Settlement is Effective)	21 calendar days after deadline for Participating Class Members and PAGA Members to cash Settlement checks
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IT IS HEREBY ORDERED.

Dated: 6/1/2026



Hon. Sonny S. Sandhu
Judge of the Superior Court

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On May 26, 2026, I served the foregoing document(s) entitled:

5 • **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF**
6 **CLASS ACTION AND PAGA SETTLEMENT**

7 on all the appearing and/or interested parties in this action by delivering ☐ *the original*
☒ *a true copy* thereof on the party(ies) addressed below as follows:

8 Alexandra Rose, Esq. | arose@blackstonepc.com
9 Annabel Blanchard, Esq. | ablanchard@blackstonepc.com
10 Shawn Bahmani, Esq. | sbahmani@blackstonepc.com
Jasmine Kianfard, Esq. | jkianfard@blackstonepc.com
11 James Winn, Esq. | jwinn@blackstonepc.com
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17 Evan D. Beecher
18 Nicole Grandy
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19 400 Capitol Mall
Suite 1600
20 Sacramento, CA 95814
Main: (916) 341-0404
21 Evan.Beecher@jacksonlewis.com
22 Nicole.Grandy@jacksonlewis.com

23 *Attorneys for Defendants:*
24 **BEST DEAL FOOD COMPANY**

25 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
26 correspondence for mailing. Under that practice it would be deposited with the U.S.
27 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
28 in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one

1 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
2 *R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

3 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
4 practice of Aegis Law Firm PC for collection and processing correspondence for
5 overnight delivery, and I caused such document(s) described herein to be deposited for
6 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
7 *Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

8 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
9 electronic transmission via the above listed email addresses on the date below. (*Cal.*
10 *Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

11 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
12 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
13 5(b)(2)(A).)

14 I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct.

16 Executed on May 26, 2026, at Irvine, California.

17 Laila Shams
18 Laila Shams
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