ATTORNEY OR PARTY WITHOUT ATTORNEY
STATE BAR NUMBER: 360465
NAME: Lizeth Marin
FIRM NAME: Blackstone Law, APC
STREET ADDRESS: 8383 Wilshire Blvd, Suite 745
CITY: Beverly Hills
STATE: CA
ZIP CODE: 90211
TELEPHONE NO.: (310) 622-4278
FAX NO.: (855) 786-6356
EMAIL ADDRESS: lmarin@blackstonepc.com
ATTORNEY FOR *(name)*: Jorge Villalpando

SUPERIOR COURT OF CALIFORNIA, COUNTY OF STANISLAUS
STREET ADDRESS: 801 10th Street
MAILING ADDRESS: 801 10th Street
CITY AND ZIP CODE: Modesto, California 95354
BRANCH NAME: City Towers Courthouse (Civil)

PLAINTIFF/PETITIONER: Maria Madrigal and Jorge Villalpando
DEFENDANT/RESPONDENT: Best Deal Food Company, Inc.

FOR COURT USE ONLY

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: CV-23-005838

(Check one): [X] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: October 30, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: November 2, 2026

Lizeth Marin
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

Lizeth Marin
(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

FILED
OCT 30 2026
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY _____ DEPUTY

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
FARAH KHALED, State Bar No. 354318
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
fkhaled@aegislawfirm.com

(Additional Counsel on Following Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

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

Plaintiffs,

v.

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

Defendants.

Case No. CV-23-005838

Assigned for All Purposes to:
Judge David Hood; Dept. 24

~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT

Date:	October 29, 2026
Time:	8:30 a.m.
Dept.:	24
Judge:	David Hood
Complaint Filed:	10/10/2023
FAC Filed:	02/07/2024
SAC Filed:	05/28/2025
Trial Date:	Not Set

JONATHAN M. GENISH, State Bar No. 259031
jgenish@blackstonepc.com
KAREN I. GOLD, State Bar No. 258360
kgold@blackstonepc.com
MARISSA A. MAYHOOD, State Bar No.334376
mmayhood@blackstonepc.com
ALEXANDRA ROSE, State Bar No. 329407
arose@blackstonepc.com
LIZETH MARIN, State Bar No. 360465
lmarin@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356

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

The above-referenced Class and Representative PAGA action ("Action") having come before the Court on October 29, 2026 at 8:30 a.m., in Department 24 before the Honorable David Hood, for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement and Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and entered on June 1, 2026, and as set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiffs and Defendant ("Stipulation of Settlement") in this Action, and due and adequate notice having been given to all Class Members and PAGA Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. All terms used herein shall have the same meaning as defined in the Stipulation of Settlement.

2. Consistent with the definitions provided in the Stipulation of Settlement, the terms "Settlement Class" and "Class Members" shall mean the following: all persons employed by Defendant in California as a non-exempt employee from April 14, 2019 through March 13, 2025. The Settlement Class, however, shall not include any person who previously settled or released all the claims covered by the Settlement, or any person who previously was paid or received awards through civil or administrative actions for the all claims covered by the Settlement, or any person who submitted a timely and valid Request for Exclusion as provided in the Settlement. The "Class Period" shall be April 14, 2019 through March 13, 2025. All Class Members who worked any hours for Defendant in California during any pay period from October 10, 2022 through March 13, 2025 are aggrieved employees with respect to the California Private Attorneys General Act ("PAGA") ("PAGA Members"), and will be paid their PAGA Share and release the Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims (defined below). For purposes of the Settlement and this Final Order, "Released Parties" as referenced herein and as released in the Settlement shall collectively mean:

(i) Defendant; (ii) each of Defendant's past and present parents, subsidiaries, partners, affiliates and clients, including, without limitation, and any such corporation, limited liability company or partnership; (iii) each of Defendant's past and present board members, directors, officers, agents, employees, attorneys, insurers, members, clients, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing for the claims alleged in the Action.

3. This Court has jurisdiction over the subject matter of this Action, and for settlement purposes only, over all Parties to this Action, including all Class Members and PAGA Members.

4. Distribution of the Class Notice directed to the Class Members and PAGA Members as set forth in the Stipulation of Settlement and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, including notice to all Class Members and PAGA Members who could be identified through reasonable effort, and is the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation of Settlement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class Members, PAGA Members, Released Class Claims, and Released PAGA Claims, are covered by and included within the Settlement and this Final Order.

5. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate and reasonable and that Plaintiffs have satisfied the standards and applicable requirements for final approval of this Settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

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6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members and PAGA Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

7. Effective on the Effective Date and when Defendant fully funds the entire Gross Settlement Amount and employer payroll taxes owed on the wage portion of the Settlement Awards, the Participating Class Members fully release and discharge the Released Parties from all claims under state, federal, and local law and all class claims that were or could have been asserted based on the facts and allegations made in the Operative Complaint, arising during the Class Period, as to the Participating Class Members, including without limitation, California Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802; California Industrial Commission Wage Orders; Cal. Code Regs., Title 8, section 11040, et seq.; California Employment Development Department guidance and Business and Professions Code sections 17200, et seq., California Code of Civil Procedure sections 382 and 1021.5; and including all claims for or related to alleged unpaid wages, off the clock work, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, declaratory relief, and penalties of any nature (including

but not limited to civil penalties and waiting-time penalties (but excluding penalties under PAGA), interest, fees, costs, as well as all other claims and allegations alleged in the Operative Complaint during the Class Period (collectively "Released Class Claims"). Expressly excluded from the Released Class Claims are claims for vested benefits, retaliation, discrimination, unemployment insurance, disability, social security benefits, workers compensation, and claims that arose outside the Class Period.

8. Effective on the Effective Date and when Defendant fully funds the entire Gross Settlement Amount and employer payroll taxes owed on the wage portion of the Settlement Awards, Plaintiffs as proxies for the State of California and the LWDA, and as representatives of the PAGA Members, release all representative and aggrieved party claims arising during the PAGA Period seeking civil penalties under PAGA that were asserted or could reasonably have asserted based on the facts alleged in the Operative Complaint and/or the LWDA letters submitted by Plaintiffs, including, but not limited to penalties for alleged violations of Labor Code sections 200, 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698, et seq., and 2699, et seq., the wage orders of the California Industrial Welfare Commission, including all claims for or related to alleged unpaid wages, off the clock work, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, and rest breaks and rest break premiums (collectively "Released PAGA Claims"). The Settlement shall release, and bar, all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members during the PAGA Period, regardless of whether Plaintiffs and/or a PAGA Member negotiate(s) (cashes) their PAGA Share check(s) pursuant to the Settlement. PAGA Members cannot and do not have the right to opt out of the PAGA Settlement and/or the Released PAGA Claims. As such, an individual opting out of the Class Settlement has no impact as to their standing and/or inclusion in the PAGA Settlement assuming they qualify as a PAGA Member.

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9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement, the Released Class Claims, the Released PAGA Claims, and any related agreement or release. Notwithstanding these restrictions, any of the Parties may file in this Action, or submit in any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and records on file in this Action as evidence of the Settlement to support and/or oppose a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and the Released PAGA Claims.

10. The Court hereby enters judgment in the entire Action as of the filing date of this Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

11. The Court finds the settlement payments provided for under the Settlement to be fair and reasonable in light of all of the circumstances. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement.

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12. The Court hereby confirms Samuel A. Wong, Kashif Haque, Jessica L. Campbell, Kristy R. Connolly, and Elizabeth P. Robles of Aegis Law Firm, PC, and Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC as Class Counsel in this Action.

13. The Court further finds that the common fund doctrine is applicable to this Action because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be accurately traced to the Settlement that Plaintiffs and Class Counsel negotiated on behalf of the Settlement Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The Court finds the attorneys' fees request of thirty-five percent (35%) of the common fund to be appropriate compensation for Class Counsel. The attorneys' fees request is within the range that has been approved by other courts in similar cases and reasonable in light of the circumstances of this Action, the substantial and beneficial results obtained on behalf of the Settlement Class, and the contingent nature of the recovery over the course of this Action, which included potential loss at summary judgment, certification and/or trial proceedings. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of $1,050,000 and attorneys' costs and expenses in the amount of $28,071.00 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to this Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Stipulation of Settlement and made payable to and deposited into the bank account of Class Counsel in this Action.

14. The Court also hereby approves and orders payment of Enhancement Awards to Plaintiffs and Class Representatives Maria Madrigal and Jorge Villalpando in the amounts of $10,000.00 each from the Gross Settlement Amount.

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15. The Court also hereby approves and orders payment in the amount of $75,000.00 from the Gross Settlement Amount for PAGA penalties, payable to the California Labor and Workforce Development Agency.

16. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Claims Administrator, ILYM Group, Inc., in the amount of $18,000.00.

17. The Court also hereby orders that any checks that remain uncashed after 120 days of issuance will be sent to the State of California's Unclaimed Property Fund in the name of the Participating Class Member and/or PAGA Member. This disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA Members, whether or not they cash their settlement checks.

18. The Court also hereby finds and orders that the Stipulation of Settlement is and constitutes a fair, adequate and reasonable compromise of the Released Class Claims and Released PAGA Claims against Defendant and the Released Parties.

19. Provided the Settlement becomes effective under the terms of the Stipulation of Settlement, the Court also hereby orders that the deadline for mailing the Court-approved Settlement Awards, attorneys' fees and costs, and Enhancement Awards is as set forth in the Implementation Schedule within the Preliminary Approval Order.

20. The Court also hereby finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Approval Order.

21. The Court sets a compliance hearing for May 18, 2027, at 8:30 a.m. in Dept. 24

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY

22. Compliance report to be submitted no later than 5 court days before May 18.

23. Notice of this order shall be posted on the Settlement Administrator's Website for 90 days.

Dated: 10/29/26

Honorable David Hood

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF STANISLAUS

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On November 2, 2026, I served a copy of the following document(s):

- **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

On the interested parties as follows:

AEGIS LAW FIRM, PC
SAMUEL A. WONG
KASHIF HAQUE
JESSICA L. CAMPBELL
FARAH KHALED
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
fkhaled@aegislawfirm.com
khaque@aegislawfirm.com

Attorneys for Plaintiff Maria Madrigal

JACKSON LEWIS P.C.
Evan D. Beecher
Evan M. McBride
400 Capitol Mall, Suite 1600
Sacramento, California 95814
Telephone: (916) 341-0404
Facsimile: (916) 341-0141
Email: Evan.Beecher@jacksonlewis.com
Evan.McBride@jacksonlewis.com
Cary.Palmer@jacksonlewis.com
Nicole.Grandy@jacksonlewis.com

Attorneys for Defendant
BEST DEAL FOOD COMPANY, INC

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address *lbautista@blackstonepc.com* pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:

http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 2, 2026 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista