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**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

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

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

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

14 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
15 “Settlement Class” and “Class Members” shall mean the following: all persons employed by
16 Defendant in California as a non-exempt employee from April 14, 2019 through March 13, 2025.
17 The Settlement Class, however, shall not include any person who previously settled or released all
18 the claims covered by the Settlement, or any person who previously was paid or received awards
19 through civil or administrative actions for the all claims covered by the Settlement, or any person
20 who submitted a timely and valid Request for Exclusion as provided in the Settlement. The “Class
21 Period” shall be April 14, 2019 through March 13, 2025. All Class Members who worked any
22 hours for Defendant in California during any pay period from October 10, 2022 through March 13,
23 2025 are aggrieved employees with respect to the California Private Attorneys General Act
24 (“PAGA”) (“PAGA Members”), and will be paid their PAGA Share and release the Released
25 PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from
26 the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the
27 Released PAGA Claims (defined below). For purposes of the Settlement and this Final Order,
28 “Released Parties” as referenced herein and as released in the Settlement shall collectively mean:

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

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

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

20 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
21 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
22 that the Settlement is fair, adequate and reasonable and that Plaintiffs have satisfied the standards
23 and applicable requirements for final approval of this Settlement under California law, including
24 the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil
25 Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971)
26 4 Cal.3d 800, 821.

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

12 7. Effective on the Effective Date and when Defendant fully funds the entire Gross
13 Settlement Amount and employer payroll taxes owed on the wage portion of the Settlement
14 Awards, the Participating Class Members fully release and discharge the Released Parties from all
15 claims under state, federal, and local law and all class claims that were or could have been asserted
16 based on the facts and allegations made in the Operative Complaint, arising during the Class Period,
17 as to the Participating Class Members, including without limitation, California Labor Code sections
18 200, 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174,
19 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802; California Industrial
20 Commission Wage Orders; Cal. Code Regs., Title 8, section 11040, et seq.; California Employment
21 Development Department guidance and Business and Professions Code sections 17200, et seq.,
22 California Code of Civil Procedure sections 382 and 1021.5; and including all claims for or related
23 to alleged unpaid wages, off the clock work, minimum wages, hours worked, overtime or double
24 time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during
25 employment, timely payment of wages at separation, wage statements, payroll records and
26 recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest
27 breaks and rest break premiums, unfair competition, unfair business practices, unlawful business
28 practices, fraudulent business practices, declaratory relief, and penalties of any nature (including

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

7 8. Effective on the Effective Date and when Defendant fully funds the entire Gross
8 Settlement Amount and employer payroll taxes owed on the wage portion of the Settlement
9 Awards, Plaintiffs as proxies for the State of California and the LWDA, and as representatives of
10 the PAGA Members, release all representative and aggrieved party claims arising during the PAGA
11 Period seeking civil penalties under PAGA that were asserted or could reasonably have asserted
12 based on the facts alleged in the Operative Complaint and/or the LWDA letters submitted by
13 Plaintiffs, including, but not limited to penalties for alleged violations of Labor Code sections 200,
14 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 510, 512, 516, 558, 1174,
15 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698, et seq., and 2699, et
16 seq., the wage orders of the California Industrial Welfare Commission, including all claims for or
17 related to alleged unpaid wages, off the clock work, minimum wages, hours worked, overtime or
18 double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during
19 employment, timely payment of wages at separation, wage statements, payroll records and
20 recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, and rest
21 breaks and rest break premiums (collectively “Released PAGA Claims”). The Settlement shall
22 release, and bar, all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members
23 during the PAGA Period, regardless of whether Plaintiffs and/or a PAGA Member negotiate(s)
24 (cashes) their PAGA Share check(s) pursuant to the Settlement. PAGA Members cannot and do
25 not have the right to opt out of the PAGA Settlement and/or the Released PAGA Claims. As such,
26 an individual opting out of the Class Settlement has no impact as to their standing and/or inclusion
27 in the PAGA Settlement assuming they qualify as a PAGA Member.

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

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

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

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

5 13. The Court further finds that the common fund doctrine is applicable to this Action
6 because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be
7 accurately traced to the Settlement that Plaintiffs and Class Counsel negotiated on behalf of the
8 Settlement Class, and the fee can be shifted with exactitude to those benefiting as the fee request is
9 a specific, lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25,
10 34-35. The Court finds the attorneys' fees request of thirty-five percent (35%) of the common fund
11 to be appropriate compensation for Class Counsel. The attorneys' fees request is within the range
12 that has been approved by other courts in similar cases and reasonable in light of the circumstances
13 of this Action, the substantial and beneficial results obtained on behalf of the Settlement Class, and
14 the contingent nature of the recovery over the course of this Action, which included potential loss
15 at summary judgment, certification and/or trial proceedings. Pursuant to the terms of the Settlement,
16 and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards
17 Class Counsel attorneys' fees in the amount of \$1,050,000 and attorneys' costs and expenses in the
18 amount of \$28,071.00 from the Gross Settlement Amount as final payment for and complete
19 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and
20 any other person or entity related to this Action. The Court further orders that the award of
21 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of
22 the Stipulation of Settlement and made payable to and deposited into the bank account of Class
23 Counsel in this Action.

24 14. The Court also hereby approves and orders payment of Enhancement Awards to
25 Plaintiffs and Class Representatives Maria Madrigal and Jorge Villalpando in the amounts of
26 \$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.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY

Dated:

Honorable David Hood