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FILED
Superior Court of California
County of Los Angeles
11/05/2026
David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ALBERTO ACOSTA, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

ROXFORD PRODUCE INTERNATIONAL, LLC DBA VALLARTA SUPERMARKETS, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV28669

[Assigned for All Purposes to the Hon. Laura A. Seigle, Dept. 17]

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Final Approval Hearing:
Date: November 5, 2026
Time: 9:00 a.m.
Dept.: 17

Action Filed: November 21, 2023

Plaintiff Alberto Acosta's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on November 5, 2026, at 9:00 a.m., in Department 17 of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012. Plaintiff now seeks an order granting final approval of the amended Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendant Roxford Produce International, LLC ("Defendant") (Plaintiff and Defendant collectively, the "Parties"), a copy of which is attached to the Declaration of Courtney M. Miller in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**. On June 29, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement granted on June 29, 2026, and the instant Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as well as oral argument presented to the Court, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Settlement Class Members.

2. The Court finds that the Class, as defined below, is properly certified as a class for settlement purposes only:

> all current and former hourly, non-exempt employees who worked for Defendant in California at any time from May 27, 2019 through September 7, 2025 (Class Period).

3. "Class Period" means the period from May 27, 2019, through September 7, 2025.

4. The Court appoints Plaintiff Alberto Acosta as Class Representative for settlement purposes only.

5. The Court appoints John G. Yslas, Diego Aviles, Harry Erganyan, Mariam Nazaretyan, and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive a settlement share, their right to comment on or object to the Settlement or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

7. No Class Members objected to the Settlement.

8. No Class Members requested exclusion from the Settlement.

9. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

10. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

11. Class Members who have not opted out will be bound by the Settlement, except Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a portion of the amount set aside for their share of the settlement of civil penalties, regardless of whether they opt out of the Settlement.

12. The Court finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

13. No later than 30 days after the Effective Date, Defendant shall fully fund the Gross Settlement Amount of $512,220.00 and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator.

14. Within 10 days after Defendant fully funds the Gross Settlement Amount, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. The "Effective Date" is defined as means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

16. In addition to any recovery Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff Alberto Acosta in the amount of ~~$10,000.00.~~ $7,500.00

17. The Court approves payment from the Gross Settlement Amount for civil penalties under PAGA in the amount of $25,000.00 with the LWDA to receive 75% ($18,750.00), and the remaining 25% ($6,250.00) to be distributed to Aggrieved Employees, defined as all current and former hourly, non-exempt employees who worked for Defendant in California at any time from November 12, 2022, through September 7, 2025 (PAGA Period). The Court finds and determines that such payment is fair, reasonable, and appropriate.

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18. The Court approves payment from the Gross Settlement Amount for attorneys' fees to Class Counsel in the amount of $512,220.00, and the reimbursement of litigation costs in the amount $23,807.42. Both are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. The Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

19. The Court approves payment from the Gross Settlement Amount for settlement administration services in the amount of $8,590.00 to the Settlement Administrator, Apex Class Action.

20. Settlement Payments checks will be valid for 180 days after mailing by the Settlement Administrator. The Administrator will cancel all checks not cashed by the Void Date. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

21. Effective on the date when Defendant fully fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

(a) Released Class Claims: "Plaintiff and all Participating Class Members, on behalf of themselves, their heirs, executors, administrators, attorneys, agents, and assigns, will fully and finally release and discharge Released Parties from all state, federal, or local claims, rights, demands, liabilities, damages, penalties, and causes of action, arising from and/or relating to any of the claims alleged in the First Amended Complaint or that could have been alleged based on any of the facts alleged in the First Amended Complaint, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code

§§ 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*), violations of Labor Code Sections 201-204, 218.5, 218.6, 226, 226.7, 227.3, 246, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2102, 2103, 2800, 2802, Code of Civil Procedure Section 1021.5, and applicable Industrial Welfare Commission Wage Orders, that accrued or existed during the Class Period."

(b) Released PAGA Claims: "Plaintiff and all Aggrieved Employees, on behalf of themselves, the LWDA, and the State of California will fully and finally release and discharge Released Parties from all claims, rights, demands, liabilities, and causes of action for PAGA civil penalties, arising from and/or relating to any of the claims alleged in the First Amended Complaint or the PAGA Notice, or that could have been alleged based on any of the facts alleged in the First Amended Complaint or the PAGA Notice, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages timely during employment and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and

1199); (12) retaliation (pursuant to Cal. Labor Code § 1102.5); and (13) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558), violations of Labor Code Sections 201-204, 218.5, 218.6, 226, 226.7, 227.3, 246, 510, 512, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders, that accrued or existed during the PAGA Period."

22. "Released Parties" means (a) Defendant, and any of its predecessors, successors, or assigns; and (b) each of the respective past, present, or future employees, officers, directors, affiliates, partners, joint venturers, co-venturers, principals, members, managers, managing agents, agents, shareholders, insurers, reinsurers, accountants, attorneys, investment bankers, trusts, trustees, licensors, licensees, payroll companies, staffing agencies, clients, vendors, consultants, partners, independent contractors, representatives, administrators, fiduciaries, heirs, subrogees, and executors of any entities identified in subparagraph (a) herein in his, her, their, or its capacity as such.

23. The Parties and Administrator are hereby ordered to comply with the terms of the Settlement.

24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

25. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

26. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)

addressing such post-Judgment matters as may be appropriate under court rules or applicable law. The deadline for filing the declaration of final distribution is July 29, 2027. The court

27. ~~A Settlement Compliance Hearing is set for August 5, 2027, at _____a.m/p~~.m. or sets a non-appearance case review on August 5, 2027 at 8:30 a.m.
~~a date and time soon thereafter more convenient for the Court: _____, at _____ a.m./p.m. in Department 17 of the above captioned Court.~~

28. A final report from the Settlement Administrator indicating that disbursements were made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Dated: 11/05/2026

HONORABLE LAURA A. SEIGLE
JUDGE OF THE SUPERIOR COURT
Laura A. Seigle / Judge