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

10 **FOR THE COUNTY OF RIVERSIDE**

11
12 URBANO ZAVALA LOPEZ, individually, and
13 on behalf of other similarly situated employees
14 and aggrieved employees pursuant to the
California Private Attorneys General Act,

15 Plaintiff,

16 vs.

17 FOOD FOR LIFE BAKING CO., INC., a
18 California corporation; and DOES 1 through 25,
inclusive,

19 Defendants.

Case No. CVRI2305901

Honorable Harold W. Hopp
Department 1

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: August 17, 2026
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: November 2, 2023
FAC Filed: October 16, 2025
Trial Date: Not Set

1 Plaintiff Urbano Zavala Lopez’s (“Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement, Attorneys’ Fees and Costs, and Settlement Administration Costs came before this
3 Court on **August 17, 2026 at 8:30 a.m.** before the Honorable Harold W. Hopp in Department 1 of the
4 above-captioned Court located at 4050 Main Street, Riverside, California 92501.

5 Having received and considered the Class and PAGA Representative Action Settlement
6 Agreement (“Settlement Agreement” or “Settlement”), which is attached as Exhibit 1 to the
7 Declaration of Alexandra Rose in Support of Plaintiff’s Motion for Final Approval of Class Action
8 and PAGA Settlement, Attorneys’ Fees and Costs, and Settlement Administration Costs filed on July
9 22, 2026, Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’
10 Fees and Costs, and Settlement Administration Costs, the supporting papers filed by the Parties, the
11 Declarations of Class Counsel (Alexandra Rose), the Class Representative (Urbano Zavala Lopez),
12 and the Settlement Administrator (Norma Ayala on behalf of Apex Class Action LLC), and the
13 evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval
14 of Class Action and PAGA Settlement and documents thereto, the Court grants final approval of the
15 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiff and Defendant Food for Life Baking Co., Inc. (“Defendant”) (together, with Plaintiff,
18 the “Parties”), including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
21 Defendant in the State of California at any time during the Class Period.” The “Class Period” is
22 defined as the period from November 2, 2019 through December 31, 2024.

23 3. The Court appoints Plaintiff Urbano Zavala Lopez as the Class Representative for
24 settlement purposes only.

25 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
26 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

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1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
22 to Class Counsel in the sum of \$294,000.00 and reimbursement of actual litigation costs and expenses
23 to Class Counsel in the sum of \$23,715.15. The attorneys’ fees and reimbursement of litigation costs
24 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
25 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
26 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
27 obtained for the Class.

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1 10. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$6,975.00 to Apex Class Action LLC for performance of settlement administration services.

3 11. The Court approves and orders payment in the amount of \$37,500.00 to the California
4 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
5 PAGA penalties.

6 12. It is hereby ordered that no later than twenty-one (21) calendar days after the Effective
7 Date, Defendant will deposit the Gross Settlement Amount into an account established by the
8 Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement
9 Agreement.

10 13. It is hereby ordered that five (5) business days after Defendant funds the Gross
11 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
12 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and
13 Costs to Class Counsel, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

14 14. Each Individual Settlement Payment and Individual PAGA Payment check will be
15 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
16 issued, and thereafter, will be canceled. Any envelope transmitting an Individual Settlement Payment
17 check shall bear the following notation: “YOUR CLASS ACTION SETTLEMENT CHECK IS
18 ENCLOSED.” The Settlement Administrator shall mail a reminder postcard by First Class U.S. Mail
19 to any Settlement Class Member and/or PAGA Employee whose Individual Settlement Payment
20 and/or Individual PAGA Payment check has not been negotiated within sixty (60) calendar days after
21 the date of mailing. If any of the Settlement Class Members and/or PAGA Employees are current
22 employees of Defendant and any check mailed to those employees is returned to the Settlement
23 Administrator as being undeliverable and the Settlement Administrator is unable to locate a valid
24 mailing address, the Settlement Administrator shall arrange with Defendant to have those distributions
25 delivered to the employees at their place of employment. Any funds associated with canceled checks
26 will be distributed by the Settlement Administrator to the California Controller’s Unclaimed Property
27 Division in the name of the Settlement Class Member and/or PAGA Employee.

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1 15. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
2 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
3 compromised, relinquished, and discharged the Released Parties of any and all claims under any
4 federal, state, or local law, which were alleged in the Operative Complaint or which could have been
5 alleged based on the factual allegations in the Operative Complaint, arising during the Class Period,
6 which specifically includes all claims for unpaid wages, including, failure to pay minimum wages,
7 straight time compensation, overtime compensation, double-time compensation, and interest; the
8 calculation of the regular rate of pay; alleged illegal time rounding; failure to indemnify or reimburse
9 expenses; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to
10 provide meal periods; failure to authorize and permit rest periods; the calculation of meal period and/or
11 rest period premiums; payment for all hours worked, including off-the-clock work; failure to timely
12 pay wages during employment; failure to timely pay final wages; unfair business practices related to
13 the Released Class Claims; statutory penalties, including recordkeeping penalties, wage statement
14 penalties, minimum-wage penalties, and waiting-time penalties; non-compliant wage statements; and
15 attorneys' fees and costs; and all claims related to the Released Class Claims arising under: the
16 California Labor Code (including sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1194.2,
17 1197, 1197.1, 1198, 2800, 2802); the applicable IWC Wage Orders; California Business and
18 Professions Code section 17200, *et seq.*; and California Code of Civil Procedure section 1021.5
19 (collectively, "Released Class Claims"). By virtue of this release, any claims under the FLSA that are
20 predicated on the Released Class Claims are subject to res judicata pursuant to applicable law
21 including but not limited to *Rangel v. PLS Check Cashers of California Inc.*, 899 F.3d 1106 (9th Cir.
22 2018) and therefore cannot be asserted in a future action.

23 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
24 and the State of California with respect to all PAGA Employees shall release the Released Parties
25 from any and all claims described in the PAGA Letter and only to the extent they are alleged in the
26 Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys
27 General Act of 2004, California Labor Code sections 2698-2699.8, which specifically include all
28 known and unknown claims relating to failure to pay minimum wages, straight time compensation,

overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; alleged illegal time rounding; failure to indemnify or reimburse expenses; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods; the calculation of meal period and/or rest period premiums; payment for all hours worked, including off-the-clock work; wage statements; failure to timely pay wages; failure to timely pay final wages; alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2800, and 2802; and alleged violations of the applicable IWC Wage Orders (collectively, “Released PAGA Claims”).

17. “Released Parties” means Defendant and all of its past, present and future agents, employees, managing agents, servants, officers, directors, members, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies, dual employers, alleged dual employers, co-employers, alleged co-employers, contractors, affiliates, service providers, alter-egos, alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons acting under, by, through or in concert with any of them.

18. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

19. Notice of entry of this Order and Judgment shall be given to the Class Members by posting a copy of this Order and Judgment on the Settlement Administrator’s website for a period of at least sixty (60) calendar days after the date of entry of this Order and Judgment.

1 20. A Non-Appearence Case Review re: Final Report is set for April 14, 2027 at 8:30 a.m.
2 in Department 1 of this Court located at Riverside Historic Courthouse, 4050 Main Street, Riverside,
3 California 92501. The Settlement Administrator shall file a Final Report five (5) court days prior.

4 **IT IS SO ORDERED.**

5 Dated: _____

Honorable Harold W. Hopp