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

11 **FOR THE COUNTY OF RIVERSIDE**

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 finds that the following definition of alleged aggrieved employees shall
24 constitute “PAGA Employees”: “All current and former hourly-paid and/or non-exempt employees
25 who worked for Defendant in the State of California at any time during the PAGA Period.” The
26 “PAGA Period” is defined as the period from November 2, 2022 through March 9, 2026.

27 4. The Court appoints Plaintiff Urbano Zavala Lopez as the Class Representative for
28 settlement purposes only.

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

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

11 7. The Court finds the Settlement was entered into in good faith, that the Settlement is
12 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
13 requirements for final approval of this class action settlement under California law, including the
14 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
15 3.769.

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

22 9. The Court finds that no Class Members have validly and timely opted out of the
23 Settlement and no Class Members have objected to the Settlement. As such, all Class Members
24 constitute the “Settlement Class” or “Settlement Class Members” under the Settlement Agreement.

25 10. The Court approves the Gross Settlement Amount of \$840,000.00, which shall be paid
26 by Defendant in full satisfaction of this Action, the Released Class Claims, and Released PAGA
27 Claims, which includes all Attorneys’ Fees and Costs, PAGA Amount, Settlement Administration
28 Costs, and Net Settlement Amount to be paid to the Class. The Court approves the payments from the

Gross Settlement Amount of Attorneys' Fees and Costs, consisting of attorneys' fees to Class Counsel in the sum of \$294,000.00 and reimbursement of actual litigation costs and expenses to Class Counsel in the sum of \$23,715.15. The Attorneys' Fees and Costs requested by Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

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

12. The Court approves the PAGA Amount, which constitutes the allocation of \$50,000.00 from the Gross Settlement Amount for the settlement and resolution of all Released PAGA Claims (the "PAGA Settlement"). In furtherance of the PAGA Settlement, the Court orders payment in the amount of \$37,500.00 to the California Labor Workforce and Development Agency ("LWDA") as 75% of the PAGA Amount allocated toward PAGA penalties (the "LWDA Payment"). The remaining 25% of the PAGA Amount, or \$12,500.00, shall be distributed to the PAGA Employees (the "PAGA Employee Amount").

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

14. It is hereby ordered that five (5) business days after Defendant funds the Gross Settlement Amount, pursuant to the terms of the Settlement Agreement, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and Costs to Class Counsel, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

15. Each Individual Settlement Payment and Individual PAGA Payment (as those terms are defined in the Settlement Agreement) check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any

1 envelope transmitting an Individual Settlement Payment check shall bear the following notation:
2 “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” The Settlement Administrator
3 shall mail a reminder postcard by First Class U.S. Mail to any Settlement Class Member and/or PAGA
4 Employee whose Individual Settlement Payment and/or Individual PAGA Payment check has not been
5 negotiated within sixty (60) calendar days after the date of mailing. Any funds associated with
6 canceled checks will be distributed by the Settlement Administrator to the California Controller’s
7 Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.

8 16. Upon the Effective Date of the Settlement Agreement and full funding of the Gross
9 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
10 and forever released, settled, compromised, relinquished, and discharged the Released Parties of the
11 “Released Class Claims,” which constitute any and all claims under any federal, state, or local law,
12 which were alleged in the Operative Complaint or which could have been alleged based on the factual
13 allegations in the Operative Complaint, arising during the Class Period, which specifically includes
14 all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation,
15 overtime compensation, double-time compensation, and interest; the calculation of the regular rate of
16 pay; alleged illegal time rounding; failure to indemnify or reimburse expenses;
17 missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal
18 periods; failure to authorize and permit rest periods; the calculation of meal period and/or rest period
19 premiums; payment for all hours worked, including off-the-clock work; failure to timely pay wages
20 during employment; failure to timely pay final wages; unfair business practices related to the Released
21 Class Claims; statutory penalties, including recordkeeping penalties, wage statement penalties,
22 minimum-wage penalties, and waiting-time penalties; non-compliant wage statements; and attorneys’
23 fees and costs; and all claims related to the Released Class Claims arising under: the California Labor
24 Code (including sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1,
25 1198, 2800, 2802); the applicable IWC Wage Orders; California Business and Professions Code
26 section 17200, *et seq.*; and California Code of Civil Procedure section 1021.5. By virtue of this release,
27 any claims under the FLSA that are predicated on the Released Class Claims are subject to res judicata
28 pursuant to applicable law including but not limited to *Rangel v. PLS Check Cashers of California*

1 *Inc.*, 899 F.3d 1106 (9th Cir. 2018) and therefore cannot be asserted in a future action.

2 17. Upon the Effective Date of the Settlement Agreement and full funding of the Gross
3 Settlement Amount, Plaintiff and the State of California with respect to all PAGA Employees shall
4 release the Released Parties from the “Released PAGA Claims,” which constitute any and all claims
5 described in the PAGA Letter (as defined in the Settlement Agreement) and only to the extent they
6 are alleged in the Operative Complaint (as defined in the Settlement Agreement), arising during the
7 PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor
8 Code sections 2698-2699.8, which specifically include all known and unknown claims relating to
9 failure to pay minimum wages, straight time compensation, overtime compensation, double-time
10 compensation, and interest; the calculation of the regular rate of pay; alleged illegal time rounding;
11 failure to indemnify or reimburse expenses; missed/short/late/interrupted meal period and/or rest
12 period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods;
13 the calculation of meal period and/or rest period premiums; payment for all hours worked, including
14 off-the-clock work; wage statements; failure to timely pay wages; failure to timely pay final wages;
15 alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510,
16 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2800, and
17 2802; and alleged violations of the applicable Industrial Welfare Commission (“IWC”) Wage Orders.

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

1 assigns and any and all persons acting under, by, through or in concert with any of them.

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

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

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

12 **IT IS SO ORDERED.**

13 Dated: _____

Honorable Harold W. Hopp