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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ALI ABID-CASTELO, individually, on behalf of
all others similarly situated,

Plaintiff,

v.

ITW FOOD EQUIPMENT GROUP LLC, a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV065981

Assigned to: Hon. Somnath Raj Chatterjee,
Dept. 21

Complaint filed: February 29, 2024
FAC filed: August 29, 2025
Trial Date: Not set.

CLASS & REPRESENTATIVE ACTION

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

FINAL APPROVAL HEARING

Date: July 14, 2026
Time: 2:30 p.m.
Dept: 21

1 On or around February 5, 2026, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Ali Abid-Castelo (a "Plaintiff" or
3 "Class Representative") now seeks a Judgment and Order granting final approval of the Class
4 Action and PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement") for the
5 amount of \$1,400,000.00 (the "Gross Settlement Amount") between Plaintiff and Defendant ITW
6 Food Equipment Group LLC ("Defendant" and together with Plaintiff, the "Parties"). A true
7 and correct copy of the Settlement Agreement and the January 6, 2026 Amendment thereto, is
8 attached to the Declaration of Alan A. Wilcox in Support of Plaintiff's Motion for Final Approval
9 of Class Action and PAGA Settlement (the "Class Counsel Declaration") as **Exhibit 1** submitted
10 concurrently with Plaintiff's Motion for Final Approval of Class Action Settlement (the "Motion").

11 Due and adequate notice having been given to the Class (as defined below), and the Court
12 having reviewed and considered the Settlement, the Motion, the supporting declarations and exhibits
13 thereto, all papers filed and proceedings had herein, and the absence of any written objections
14 received regarding the Settlement, and having reviewed the record in this action, and good cause
15 appearing therefor,

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

17 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
18 Settlement filed in this case (hereinafter referred to as the "Action" or "Operative Complaint").

19 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Class
20 Members, Defendant, and ILYM Group, Inc. (the "Administrator").

21 3. The Court finds that the Settlement Agreement appears to be fair, just, adequate, and
22 reasonable and therefore meets the requirements for final approval. The Court grants final approval
23 of the Settlement based upon the terms set forth in the Settlement Agreement.

24 4. The Court finds that the Settlement appears to have been made and entered into in
25 good faith and hereby approves the Settlement subject to the limitations on the requested attorneys'
26 fees of \$490,000.00 of the Gross Settlement Amount (the "Class Counsel Fees Payment") and costs
27 of \$30,680.30 (the "Class Counsel Litigation Expenses Payment") and the \$10,000.00 service award
28 to Plaintiff (the "Class Representative Service Payment") as set forth below.

1 5. Upon Defendant fully funding the Settlement as described in this Agreement, all
2 Participating Class Members will waive and release the Released Parties from any and all claims,
3 rights, demands, liabilities, and causes of action of any kind arising from the alleged violation of
4 any California and/or federal law that occurred during the Class Period and that were or could have
5 been pled in the Action based on the facts alleged in the Action, including but not limited to claims
6 brought under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7,
7 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and applicable sections of
8 the relevant Wage Order of the Industrial Welfare Commission; or under California Business and
9 Professions Code section 17200 *et seq.*; and any damages, penalties, restitution, disgorgement,
10 interest, costs, or attorneys’ fees as a result thereof, and that arose during the Class Period.

11 6. Class Period means the period from February 29, 2020, through July 5, 2025.

12 7. Upon Defendant fully funding the Gross Settlement Amount as described in this
13 Agreement, the claims released by the State of California are all claims for civil penalties under
14 PAGA that occurred during the PAGA Period, and that were included in Plaintiff’s PAGA Notice
15 to the State

16 8. PAGA Period means the period from March 26, 2023, through July 5, 2025.

17 9. Upon Defendant fully funding the Gross Settlement Amount, Participating Class
18 Members will release the aforementioned claims against Defendant and all Released Parties.

19 10. The Parties shall bear their own respective attorneys’ fees and costs, except as
20 otherwise provided for in the Settlement and approved by the Court.

21 11. Solely for purposes of effectuating the Settlement, the Court finally certified the
22 following Class – all current and former employees of Defendant, who worked for Defendant as
23 non-exempt employees in California at any time during the Class Period (each “Class Member(s)”
24 and collectively the “Class”) who do not timely and validly exclude themselves from the Class in
25 compliance with the exclusion procedures set forth in this Settlement (a “Participating Class
26 Member”).

27 12. No Class Member has objected to the terms of the Settlement.

28 13. No Class Member has requested exclusion from the Settlement.

1 14. The notice that the Administrator provided to the Class (the “Class Notice”) conforms
2 with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best
3 notice practicable under the circumstances, by providing individual notice to all Class Members who
4 could be identified through reasonable effort, and by providing due and adequate notice of the
5 proceedings and of the matters set forth therein to the Class Members. The Class Notice fully
6 satisfies the requirements of due process.

7 15. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as
8 defined in the Settlement Agreement), and the methodology used to calculate and pay each
9 Participating Class Member’s Individual Class Payment (as defined in the Settlement Agreement)
10 are fair, just, reasonable and adequate. The Court authorizes the Settlement Administrator to pay the
11 Net Settlement Payments to the Participating Class Members in accordance with the terms of the
12 Settlement.

13 16. Defendant shall pay the Gross Settlement Amount to resolve this Action and to
14 separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class
15 Payments. Pursuant to the Settlement Agreement, Defendant shall fully fund the Gross Settlement
16 Amount and the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting
17 the funds to the Administrator no later than 21 (twenty-one) calendar days after the Effective Date.

18 17. From the Gross Settlement Amount, the Class Representative Service Payment shall
19 be paid to Plaintiff Ali Abid-Castelo for his service as Class Representative and for his agreement
20 to enter into a general release of his individual claims against Defendant and the Released Parties.

21 18. From the Gross Settlement Amount, \$7,750.00 shall be paid to the Administrator.

22 19. From the Gross Settlement Amount, PAGA Penalties in the amount of \$70,000.00
23 (the “PAGA Penalties”) with 75% (\$52,500.00) allocated to the LWDA (the “LWDA PAGA
24 Payment”) and 25% (\$17,500.00) allocated to the Aggrieved Employees (as defined in the
25 Settlement Agreement) (the “Individual PAGA Payments”).

26 20. The Court hereby confirms Benjamin H. Haber, Daniel J. Kramer, Chase M. Stern,
27 and Alan Wilcox of Wilshire Law Firm, PLC as “Class Counsel”.

28 21. From the Gross Settlement Amount, Class Counsel is awarded the Class Counsel Fees

1 Payment of \$490,000.00 and the Class Counsel Litigation Expenses Payment of \$30,680.30 for their
2 reasonable costs incurred in the Action. These payments shall be distributed to Class Counsel as set
3 forth in the Settlement, except that 10% of the attorneys' fees awarded shall be withheld by the
4 Administrator until after completion of the distribution process (including distribution of any
5 remaining residual settlement funds after the Check Void Date) and Court approval of a final
6 accounting, at which point the withheld balance and any interest earned thereon shall be distributed
7 to Class Counsel. The Court finds that the fees are reasonable in light of the benefit provided to the
8 Class.

9 22. The Court orders the following implementation schedule:

10 Effective Date	If no objections are raised, the date this order is
11	issued.
12 Deadline to fund the Gross Settlement Amount	21 calendar days after the Effective Date
13 and Defendant's portion of the taxes due on the	
14 wage portion of that amount	
15 Administrator to Distribute Checks	7 days after Defendant funds the Gross
16	Settlement Amount
17 Check Void Date	120 days after the date of mailing

18 23. Without affecting the finality of this Order in any way, and in accordance with C.C.P.
19 § 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and
20 enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, Defendant's
21 counsel, and the Administrator.

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1 24. Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement is hereby
2 **GRANTED**, and the Court directs that judgment shall be entered in accordance with the terms of
3 this Order.

4 25. _____
5 _____
6 _____
7 _____.

8
9 **IT IS SO ORDERED.**

10
11 DATE:

Hon. Somnath Raj Chatterjee
Alameda County Superior Court