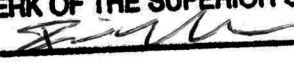


FILED
ALAMEDA COUNTY

FEB 05 2026

CLERK OF THE SUPERIOR COURT
By  Deputy

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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

**CLASS AND PAGA REPRESENTATIVE
ACTION**

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

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: ~~November 25, 2025~~ 1/13/26

Time: 2:30 p.m.

Dept: 21

Reservation ID: 924764984611

Complaint filed: February 29, 2024

FAC filed: August 29, 2025

Trial Date: Not set.

**ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 The Court has before it Plaintiff Ali Abid-Castelo's ("Plaintiff") Motion for Preliminary
2 Approval of Class and PAGA Action Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class and PAGA Action Settlement, along with the accompanying papers, the Class
4 Action and PAGA Settlement Agreement and Class Notice (which is referred to here as the
5 "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as
6 follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement ^{Filed 11/6/26} between Plaintiff and Defendant ITW Food
11 Equipment Group LLC ("Defendant," and together with Plaintiff, the "Parties"), ~~attached hereto~~
12 ~~as Exhibit 1.~~

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$1,400,000.00 to cover (a) settlement payments to class members who do not validly opt out;
18 (b) a \$70,000.00 payment to the State of California, Labor & Workforce Development Agency
19 ("LWDA") for its share of the settlement of claims for penalties under the Private Attorneys
20 General Act ("PAGA"), with 75% of which (\$52,500.00) being paid to the LWDA and 25%
21 (\$17,500.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
22 payments of up to \$10,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed
23 35% of the Gross Settlement Amount (\$490,000.00), and up to \$40,000.00 in costs for actual
24 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
25 \$7,750.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under the PAGA, and the class representatives' enhancement awards
13 should be finally approved as fair, reasonable and adequate as to the members of the class is
14 hereby set in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "all current and former employees of the Defendant who worked for
17 Defendant ITW Food Equipment Group LLC, in a non-exempt position in California at any time
18 during the Class Period, as defined in the Settlement Agreement."

19 6. The Court finds, for settlement purposes only, that the Settlement Class meets the
20 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
21 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
22 of law and fact that are common, or of general interest, to all Settlement Class Members, which
23 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
24 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
25 the interests of the Settlement Class Members; and (5) a class action is superior to other
26 available methods for the fair and efficient adjudication of the controversy.

27 7. The Court appoints as Class Representative, for settlement purposes only,
28 Plaintiff Ali Abid-Castelo. The Court further preliminarily approves Plaintiff's ability to request

incentive awards up to \$10,000.00.

8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J. Kramer, Chase M. Stern, and Alan Wilcox of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to 35% of the Total Settlement Amount (\$490,000.00), and reasonable litigation costs.

9. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$7,750.00.

10. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any Class Member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

13. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	Within 14 days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant
Response Deadline	45 days after Class Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval, which is _____;
Final Approval Hearing	<u>7/14/26</u> at <u>2:30</u> am /p.m., or

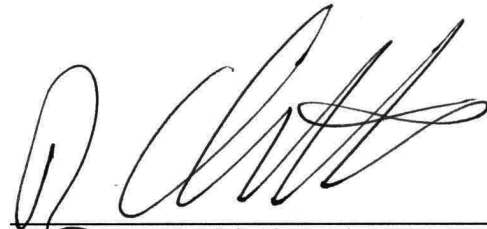
first available date thereafter, in Department
21. The hearing may be continued to another
date without further notice to the Class
Members.

14. The Court further ORDERS that, pending further order of this Court, all proceedings
in this lawsuit, except those contemplated herein and in the settlement, are stayed.

15. Pursuant to Code of Civil Procedure section 664.6, after entry of Judgment, the
Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes
of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
and (iii) addressing such post-Judgment matters as are permitted by law.

IT IS SO ORDERED.

DATE: 2/5/22



Hon. Somnath Raj Chatterjee
Alameda County Superior Court

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 02/11/2026
PLAINTIFF/PETITIONER: Ali Abid-Castelo	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: ITW Food Equipment Group LLC, a corporation	B. Mercado
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV065981

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Samantha Elizabeth Dyar
Jones Day
sdyar@jonesday.com

Dated: 02/11/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



B. Mercado, Deputy Clerk