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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

ENRIQUE AGUILA, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

MAGNOLIA FOODS, LLC, a California
limited liability company; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: CVRI2404553

Assigned to the Hon. Harold W. Hopp

**ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT
AND ENTRY OF FINAL JUDGMENT
THEREON**

ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class Action and PAGA Settlement Agreement, as modified by its Addendum to
3 Class Action and PAGA Settlement Agreement (collectively, "Settlement Agreement") came
4 for a hearing on January 20, 2026, in Department 1 of the above-entitled court. The Settlement
5 Agreement is titled "Class Action and PAGA Settlement Agreement" and, together with its
6 Addendum, was included as Exhibit "B" to the Declaration of Mehrdad Bokhour in Support of
7 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement filed on or around
8 December 23, 2025.

9 A copy of the Settlement Agreement is also on file with the Court and available to Class
10 Members who request it by contacting the Settlement Administrator, ILYM Group, Inc. (P.O.
11 Box 2031, Tustin, CA 92781, Telephone: (888) 250-6810)

12 The Final Approval Motion was unopposed by Defendant Magnolia Foods, LLC
13 ("Defendant").

14 Having considered the Final Approval Motion, the Settlement Agreement, the
15 Declarations, and all other materials properly before the Court and having conducted an inquiry
16 pursuant to California Rules of Court, rule 3.769(g), the Court finds that all parties entered the
17 Settlement Agreement in good faith, and the Settlement Agreement is approved. Due and
18 adequate notice having been given to the Class, and the Court having considered the Settlement
19 Agreement, all papers filed, and proceedings had herein, and all oral and written comments
20 received regarding the proposed settlement, and having reviewed the record in this Action, and
21 good cause appearing,

22 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

23 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
24 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

25 2. The Court has jurisdiction over the subject matter of this Action, the Class
26 Representative, the Class Members, the PAGA Employees, and Defendant.

27 3. The Court finds that the distribution of the Class Notice, as provided for in the
28 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable

1 under the circumstances to all Class Members and fully met the requirements of California law
2 and due process under the California and United States Constitution. Based on evidence and
3 other material submitted, the actual notice to the class was adequate.

4 4. The Court finds that the instant Action presented a good faith dispute of the
5 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on
6 behalf of the Class Members, which Defendant disputed, included all claims that were asserted
7 and reasonably arising out of the facts alleged in Plaintiff's original Complaint, First Amended
8 Complaint, and Second Amended Complaint, including claims arising out of any alleged failure
9 to pay all minimum, regular, prevailing, sick and overtime wages, failure to provide meal
10 periods and premium payments in lieu thereof, failure to provide rest periods and premium
11 payments in lieu thereof, failure to reimburse business expenses, failure to provide accurate
12 itemized wage statements (based on both direct and derivative theories of liability), failure to
13 timely pay all wages due at separation, violation of California Business & Professions Code,
14 sections 17200 *et seq.*, and any and all related penalties that arose during the Class Period.
15 Plaintiff also alleged PAGA claims based on these underlying alleged claims, as further
16 specified in Plaintiff's Complaint, Amended Complaint, and the Labor and Workforce
17 Development ("LWDA") notice letter.

18 5. No Class Member objected to the Settlement, and zero Class Members requested
19 exclusion from the Settlement. All Participating Class Members are entitled to payment
20 pursuant to the Settlement and this Judgment.

21 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
22 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
23 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
24 Settlement Agreement.

25 7. The Settling Parties are to bear their own fees and costs, except as otherwise
26 provided in the Settlement Agreement.

27 8. For purposes of effectuating this Order and Judgment, this Court has certified the
28 following class: "All current and former hourly, non-exempt employees of Defendant Magnolia

1 Foods, LLC who worked as direct hires in the State of California from March 16, 2024, through
2 May 5, 2025.” The PAGA Employees are all current and former hourly, non-exempt employees
3 of Defendant Magnolia Foods, LLC who worked as direct hires in the State of California from
4 March 16, 2024, through May 5, 2025. The Court deems this definition sufficient for purposes
5 of California Rules of Court, rule 3.765(a).

6 9. With respect to the Settlement Class and for purposes of approving this
7 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
8 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
9 fact common to the Class Members, and there is a well-defined community of interest among
10 the Class Members with respect to the subject matter of the Action; (c) the claims of the Class
11 Representative are typical of the claims of the Class Members; (d) the Class Representative has
12 fairly and adequately protected the interests of the Class Members; (e) class action is superior to
13 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
14 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the
15 Plaintiff in his individual and representative capacity and for the Settlement Class.

16 10. By this Judgment, the Class Representative shall release, relinquish, and
17 discharge, and each of the Participating Class Members shall be deemed to have, and by
18 operation of the Judgment, shall have, fully, finally, and forever released, relinquished, and
19 discharged all Released Claims against the Released Parties, as defined and specified in the
20 Settlement Agreement.

21 11. The Release of the PAGA Claims binds all Aggrieved Employees through the
22 judgment entered by the Court, in accordance with *Arias v. Superior Court* (2009) 46 Cal.4th
23 969. All Aggrieved Employees, whether or not they participate in the Settlement, will be bound
24 by the judgment resolving the PAGA Claims alleged in this Action.

25 12. Plaintiff may not use this Final Approval Order, the Settlement Agreement, nor
26 any document referred to herein, nor any action taken to carry out the Settlement Agreement as
27 an admission by or against Defendant or any of the other Released Parties of any fault,
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wrongdoing or liability whatsoever. This Final Approval Order is not a finding of the validity of any claims in the Action or any wrongdoing by Defendant or any of the other Released Parties.

13 The Court finds that the Settlement Amount of \$235,000 is fair, reasonable, and adequate and awards the payments set forth below from the Settlement Amount:

A) \$78,333.33 to Class Counsel for attorneys' fees in light of the benefit obtained on behalf of the Class, which shall be split equally between Bokhour Law Group, P.C. and Venture Law, P.C.;

B) \$15,908.60 to Class Counsel for actual costs/expenses, which shall be awarded to Bokhour Law Group, P.C.;

C) \$10,000.00 to Class Representative Enrique Aguila as a Service Award;

D) \$7,500.00 to the Settlement Administrator, ILYM Group, Inc.;

E) A PAGA Award of \$20,000.00, consisting of \$13,000.00 to the LWDA and \$7,000.00 to PAGA Employees; and

F) After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

14. With the sole exception of employer-side taxes due on individual settlement payments to Participating Class Members (which Defendant will pay in addition to the Gross Settlement Amount), the Gross Settlement Amount is the maximum amount that Defendant will pay for any reason in connection with the Settlement Agreement or this Order.

15. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Settlement Payments from the Net Settlement Amount and issue all payments in accordance with the Settlement Agreement and the timeline set forth below:

The date the Court enters Judgment on its Order Granting Final Approval of the Settlement	The Effective Date occurs.
Within 21 days of the Effective Date	Defendant shall issue the final payment to the Settlement Administrator.
Within 7 days after receipt of Payment	Settlement Administrator to issue all

	Individual Settlement Payments to the Participating Class Members, payment to Class Counsel for the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, and the payment to the LWDA for PAGA penalties.
180 days after payment is issued	Deadline for Class Members to cash checks.
January 13, 2027	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and the status of the process of forwarding unclaimed funds to the State Controller.
January 20, 2027	Non-appearance hearing re: status of disbursement, filing of Declaration from Administrator.

16. Concurrently with mailing the settlement checks to the Class Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [insert date], 202[5/6], the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Aguila v. Magnolia Foods, LLC*, Case No. CVRI2404553, on behalf of all current and former hourly, non-exempt employees of Defendant Magnolia Foods, LLC who worked as direct hires in the State of California from March 16, 2024, through May 5, 2025, pursuant to an approved settlement of disputed claims." In addition, the Settlement Administrator shall ensure the envelope transmitting the settlement distribution checks to Class Members bears the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED," and mail a reminder postcard to any Class Member whose settlement distribution check has not been negotiated within 60 days after the date of mailing. Furthermore, if (i) any of the Class Members are current employees of Defendant, (ii) the distribution mailed to those employees is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a

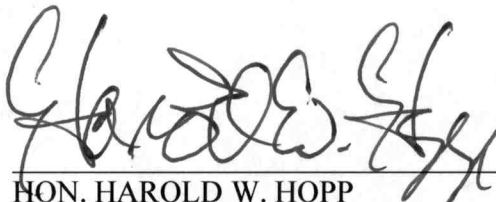
1 valid mailing address, the Settlement Administrator shall arrange with Defendant to have those
2 distributions delivered to the employees at their place of employment.

3 17. The Class Members shall have 180 days from the date of issuance by the
4 Settlement Administrator to negotiate the settlement check. If a Class Member does not
5 negotiate his/her check within this time period, the check will be canceled. The value of the
6 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
7 a settlement check shall be issued to the State Controller's Unclaimed Property Fund for the
8 State of California in the name of the Class Member.

9 18. This document shall constitute a Judgment for purposes of California Rule of
10 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
11 Class Representative, the Class Members, and Defendant for the purposes of supervising the
12 implementation, enforcement, construction, administration, and interpretation of the Settlement
13 Agreement and this Judgment.

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15 **IT IS SO ORDERED.**

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17 Dated: 1/24/26

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19 HON. HAROLD W. HOPP
20 JUDGE OF THE SUPERIOR COURT
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