

1 Michelle S. Lim (SBN 315691)
2 **SCHNEIDER WALLACE**
3 **COTTRELL KIM LLP**
4 300 S. Grand Avenue, Suite 2700
5 Los Angeles, California 90071
6 Tel: (213) 835-1550
7 Fax: (415) 421-7105
8 mlim@schneiderwallace.com

9 Arby Aiwazian (SBN 269827)
10 Joanna Ghosh (SBN 272479)
11 Melissa LeBlanc-Mansell (SBN 283080)
12 **LAWYERS for JUSTICE, PC**
13 450 North Brand Blvd., Suite 900
14 Glendale, California 91203
15 Tel: (818) 265-1020 / Fax: (818) 265-1021

16 *Attorneys for Plaintiff, the Class, and on behalf*
17 *of the State of California and Aggrieved Employees*

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~~**PROPOSED**~~ **ORDER**

The Motion for Preliminary Approval of Class Action and PAGA Settlement, filed by Plaintiff Sarah Magana (“Plaintiff”) came on for a hearing in the above-captioned Court, the Honorable Elihu M. Berle presiding, on July 16, 2025 at 2:00 p.m. in Department 6. Defendants Goya Foods of California, Inc. and Goya Foods, Inc. (collectively, “Defendants”) do not oppose the Motion. The Court has reviewed the materials and information submitted and **HEREBY ORDERS** as follows:

1. The Court **GRANTS** preliminary approval of the Class Action Settlement Agreement and Release as amended (“Settlement”) and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Approval hearing.

2. The Court confirms its July 10, 2024, order certifying three subclasses of workers in California: (1) the Rounding Subclass; (2) the Meal Break Subclass; and (3) the Wage Statement Subclass.

3. For purposes of the Settlement only, the Court finds that the additional proposed Subclass(es) are ascertainable and that there is a sufficiently well-defined community of interest among the members of the Subclass(es) in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the Released Subclass, Released Working Subclass, and the Arbitration Subclass, defined as follows:

Released Subclass

All Class Members who Defendant solicited to sign and did sign releases, the “Settlement Agreement and Release of Claims,” in exchange for an agreed-upon sum, and who did not continue working for Defendant after the execution of the Settlement Agreement and Release of Claims.

Released Working Subclass

All Class Members who Defendant solicited to sign and did sign releases, the “Settlement Agreement and Release of Claims,” in exchange for an agreed-upon sum, and who continued working for Defendant after the execution of the Settlement Agreement and Release of Claims.

Arbitration Subclass

All Class Members who signed a Mutual Agreement to Arbitrate with Defendant.

4. The Court hereby appoints Plaintiff Sarah Magana as Class Representative. The Court

1 hereby appoints Schneider Wallace Cottrell Kim LLP and Lawyers for Justice, PC as Class Counsel.

2 5. The Court designates Apex Class Action Administration, LLC as the third-party
3 Settlement Administrator for mailing notices and administering the Settlement.

4 6. The Court hereby approves as to form and content the Notice of Settlement, attached
5 to the Settlement Agreement as **Exhibit A**.

6 7. The Court approves the Class Release Period as meaning any time between
7 November 12, 2016 and November 14, 2024, inclusive. For Released Working Subclass Members,
8 the Class Release Period means any time between the date they signed their respective Settlement
9 Agreement and Release of Claims and November 14, 2024.

10 8. The Court finds that the Settlement Notice constitutes the best notice practicable
11 under the circumstances, and constitutes valid, due, and sufficient notice to all Class Members. The
12 form and method of giving notice complies fully with the requirements of Cal. Code Civ. Proc.
13 section 382, Cal. Rules of Court, Rules 3.766 and 3.769, California and United State Constitutions,
14 and other applicable law. The Settlement Notice further provides information regarding the release
15 for the Class, which, as the Parties and Settlement Administrator confirm, is not affected by the
16 Escalator Clause of the Settlement and is thus limited to the Class Period (November 12, 2016 and
17 November 14, 2024).

18 9. The Court further approves the procedures for Class Members to opt out of or object
19 to the Settlement, as set forth in the Settlement Notice.

20 10. The procedures and requirements for filing objections in connection with the Final
21 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
22 presentation of any Class Member's objection to the Settlement, in accordance with the due process
23 rights of all Class Members.

24 11. The Court directs the Settlement Administrator to send the Settlement Notice to the
25 Class Members in accordance with the terms of the Settlement. The Parties are authorized to make
26 non-substantive changes to the proposed Notice of Settlement that are consistent with the terms of
27 the Settlement and this Order.

28 12. The Court hereby schedules a Final Approval Hearing on November 24, 2025, at

1 11:00a.m. in this Court, on the question of whether the Settlement, including payment of attorneys’
 2 fees and costs, settlement administration costs, and Plaintiffs’ enhancement awards should be finally
 3 approved as fair, reasonable, and adequate.

4 13. Counsel for the parties shall file memoranda, declarations, or other statements and
 5 materials in support of their request for final approval of the Settlement, attorneys’ fees, litigation
 6 expenses, Plaintiff’s enhancement award, and settlement administration costs prior to the Final
 7 Approval Hearing according to the time limits set by the Cal. Code Civ. Proc. and the Cal. Rules of
 8 Court.

9 14. The Court orders that the following implementation schedule be followed:

Event	Deadline
Deadline for Defendants to provide Apex with the Class List	August 6, 2025
Deadline for Apex to mail the Class Notice to Class Members and Aggrieved Employees	August 20, 2025
Deadline for Class Members to postmark written requests to opt-out or file objections to the Settlement (“Notice Deadline”)	October 20, 2025
Deadline for filing responses to objections and for Apex to provide all counsel with a report showing: (i) the names of Class Members and Aggrieved Employees; (ii) the Settlement Awards owed to each Class Member and Aggrieved Employee; (iii) the names of the Released Subclass Members, (iv) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; and (v) the number of undeliverable Notices of Settlement	November 14, 2025
Deadline for filing of Plaintiff’s motion for final approval of the Settlement	September 19, 2025
Effective Date	the date by when both of the following have occurred; the Court enters a judgement on its order granting final approval of the settlement, and the judgement is final. The judgment is final as of the latest of the following: (a) if there are no objections submitted, entry by the Court of a final approval order and judgment finally certifying the Settlement Class and approving the settlement (b) if there are objections to the settlement that have been filed and no appeal,

Event	Deadline
	writ, or other appellate proceeding is timely initiated, the day after the deadline for filing a notice of appeal from the judgment; or (c) if there are objections to the settlement that have been filed and any appeal, writ, or other appellate proceeding opposing the Court's final approval order is timely filed, five (5) days after such proceeding is finally and conclusively dismissed with no right to pursue further remedies or relief (e.g., the appellate court affirms the judgment and issues a remittitur)
Deadline for Defendants to fund the Gross Settlement Amount into Apex's designated account	Within ten (10) days of the Effective Date
Deadline for Defendants to implement and confirm via signed affidavit the equitable/injunctive relief provided in the Settlement	As soon as practicable
Deadline for Apex to calculate the employer's share of taxes and provide Defendants with the total amount of employers' share of taxes	Within five (5) business days after the final settlement payment calculations are approved
Deadline for Defendants to deposit the calculated employer tax contributions	Within fourteen (14) business days after Apex provides the total employer tax contributions due
Deadline for Apex to make payment for the: payments to itself for Settlement Administrator Costs from the Gross Settlement Amount; payments to Class Counsel for Class Counsel's Costs and Fee Award from the Gross Settlement Amount; Service Award to the Plaintiff as class representative from the Gross Settlement Amount; individual Settlement Awards to Participating Class Members from the Net Settlement Amount; and payments to the LWDA and to the Aggrieved Employees from the PAGA Payment	Within ten (10) days after Defendants fund the Gross Settlement Amount
Deadline for Apex to send reminder postcards via mail and email to employees who have yet to cash their settlement checks	Ninety (90) days after issuance
Check-cashing deadline	One hundred eighty (180) days after issuance
Deadline for Apex to provide written certification of completion of administration of the Settlement to counsel for all Parties and the Court	Within ten (10) business days after the check-cashing deadline
Deadline for Apex to tender uncashed check funds to the check funds to the <i>cy pres</i>	As soon as practicable

Event	Deadline
recipient or redistribute uncashed check funds to Class Members who cashed their individual Settlement Award checks	
Deadline for Plaintiff to file a Post-Distribution Accounting report	Within twenty-one (21) days after the final distribution of any remaining monies

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15. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.



Elihu M. Berle

Elihu M. Berle / Judge

Dated: € € €

Hon. Elihu M. Berle
JUDGE OF THE SUPERIOR COURT