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FILED
Superior Court of California
County of Los Angeles
12/04/2025
David W. Slayton, Executive Officer / Clerk of Court
By: P. Herrera Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SARAH MAGANA, individually, and on behalf of other members of the public similarly situated;

Plaintiff,

vs.

GOYA FOODS OF CALIFORNIA, INC., a California corporation; GOYA FOODS, INC., an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

SARAH MAGANA, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

GOYA FOODS OF CALIFORNIA, INC., a California corporation; GOYA FOODS, INC., an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV43233

CLASS ACTION

~~AMENDED [PROPOSED]~~ JUDGMENT AND ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: November 24, 2025
Time: 11:00 a.m.
Dept.: 6

Complaint Filed: November 12, 2020
Trial Date: N/A
Case No.: 21PSCV00004
Honorable Elihu M. Berle
Department 6

Complaint Filed: January 4, 2021
Jury Trial Date: None Set

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On the above-captioned hearing date and time, Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Motion") came on regularly for hearing. Defendant did not oppose the Motion. Consistent with this Court's order granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order") and the Class Action and PAGA Settlement Agreement and Release ("Settlement"), attached as Exhibit 1 to the Declaration of Ori Edelstein previously filed with Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, due and adequate notice having been given to all Class Members, and having considered all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS**:

1. All terms used herein shall have the same meaning as defined in the Settlement.

2. This Court has continuing jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Participating Class Members, until the Settlement is fully administered. Cal. R. Ct., Rule 3.769(h).

3. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of Cal. Code Civ. Proc. Section 877.6. The Court further finds that the Settlement is fair, reasonable, and adequate and that Plaintiff has satisfied the standards and applicable requirements for final approval of this Settlement under California law, including the provisions of Cal. Code Civ. Proc. Section 382.

4. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arm's length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Participating Class Members.

5. The Court finds that the Class is properly certified as a class for settlement purposes only, and orders that it be certified for settlement purposes only. The Court hereby orders

confirmed class certification pursuant to Cal. Code Civ. Proc. Section 382 of the following class: All current and former hourly, non-exempt employees who worked for Defendants in State of California at any time during the period from November 12, 2017, through November 14, 2024. For Released Working Subclass Members, the Class Release Period means any time between the date they signed their respective Settlement Agreement and Release of Claims and November 14, 2024.

6. The Court finds that distribution of the Notice of Settlement directed to the Class Members as set forth in the Settlement has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice of Settlement provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to the Notice, and the Notice and its distribution fully satisfied the requirements of due process.

7. The Court finds that zero (0) Class Members objected to the Settlement and zero (0) Class Members have requested exclusion from the Settlement.

8. The Court hereby approves the Settlement and directs the Parties to effectuate the Settlement according to its terms.

9. Upon final approval of the Settlement and payment of the amounts set forth therein, each and every Released Claim of each and every respective Participating Class Member is and shall be deemed to be conclusively released as against the Released Parties.

10. The Court finds and orders that the Settlement is and constitutes a fair, reasonable and adequate compromise of the Released Claims against Defendants and the Released Parties.

11. The Parties entered into the Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.

12. The Court hereby finds the individual settlement payments provided for under the Settlement and the Notice of Settlement to be fair and reasonable in light of all the circumstances. The Court, therefore, orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement and the Notice of Settlement.

13. The Court hereby approves and orders payment in the amount of $300,000.00 from the Gross Settlement Amount for the Gross PAGA Amount, $225,000.00 of which is payable to the California Labor Workforce Development Agency, and $75,000.00 of which the Aggrieved Employees will receive based on a *pro rata* distribution.

14. The Court hereby confirms Plaintiff Sarah Magana as Class Representative, and Schneider Wallace Cottrell Kim LLP (formerly known as Schneider Wallace Cottrell Konecky LLP) and Lawyers for Justice, P.C., as Class Counsel in the Action.

15. The Court finds and orders that the Plaintiff Magana is entitled to a reasonable Service Award to be paid from the Gross Settlement Amount for her service as Class Representative and in consideration of her general release of Defendants. The requested service award to Plaintiff Sarah Magana is approved in the amount of $7,500.00.

16. Pursuant to the terms of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of $500,000.00, and attorneys' costs in the amount of $92,922.25, from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel. The Court further orders that the award of attorneys' fees and costs set forth in this paragraph shall be administered pursuant to the terms of the Settlement and transferred and/or made payable to Class Counsel in the Action.

17. The Court hereby confirms the appointment of the *cy pres* recipient Legal Aid Foundation of Los Angeles pursuant to Section 42 of the Settlement.

18. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Settlement Administrator, Apex Class Action Administration, LLC, in the amount of $9,499.00.

19. The Court also hereby orders that the deadline for making the Court-approved individual settlement awards, payment to the Labor and Workforce Development Agency, attorneys' fees and costs payment, and the service award is as set forth in the implementation schedule set forth below.

20. The Court approves the following implementation schedule:

EVENT	DEADLINE
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, 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. Releases are not effective until full funding is effectuated. *See* Preliminary Approval Order, filed July 25, 2025.
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	Within ten (10) days after Defendants fund the Gross Settlement Amount

EVENT	DEADLINE
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	
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 *cy pres* recipient or redistribute uncashed check funds to Class Members who cashed their individual Settlement Award checks	As soon as practicable
Deadline for Defendants to implement and confirm via signed affidavit the equitable/injunctive relief provided in the Settlement	As soon as practicable before Plaintiff's deadline to file a Post-Distribution Accounting report
Deadline for Plaintiff to file a Post-Distribution Accounting report	Within twenty-one (21) days after the final distribution of any remaining monies

21. 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.

22. The Court hereby enters judgment in the entire Action as of the filing date of this Order of Final Approval and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Judgment and Order of Final Approval in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to Cal. Code Civ. Proc. § 664.6.

23. A hearing on Order to Show Cause Re: Compliance is set for August 17, 2026, at 8:30 a.m. in Department 6 of the above-captioned Court. The Parties shall submit a joint report and declaration from the Settlement Administrator regarding the distribution of the Settlement funds by August 7, 2026.

IT IS SO ORDERED. JUDGMENT IS ENTERED ACCORDINGLY.

DATED: 12/04/2025

Elihu M. Berle

Elihu M. Berle / Judge

Hon. Elihu M. Berle
JUDGE OF THE SUPERIOR COURT