

1 HEATHER DAVIS, SBN 239372  
2 heather@protectionlawgroup.com  
3 CHRISTINE V. REYES, SBN 346719  
4 christine@protectionlawgroup.com  
5 PROTECTION LAW GROUP, LLP  
6 149 Sheldon Street  
7 El Segundo, California 90245  
8 Telephone: (424) 290-3095  
9 Facsimile: (866) 264-7880

10 Attorneys for Plaintiff Jose Marquez

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

APR 20 2026

BY   
VALERIE URUENA, DEPUTY

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 COUNTY OF SAN BERNARDINO

13 JOSE MARQUEZ, individually and on behalf  
14 of other members of the general public  
15 similarly situated, and as an aggrieved  
16 employee and Private Attorney General,

17 Plaintiff,

18 vs.

19 PURFOODS, LLC dba MOM'S MEALS, an  
20 Iowa limited liability company; PURFOODS  
21 HOLDINGS, LLC, a Delaware limited  
22 liability company and DOES 1 through 50,  
23 inclusive,

24 Defendants.

Case No.: CIVSB2414847

Assigned for All Purposes to the Hon. Christian  
Towns, Dept. S26

~~PROPOSED~~ FINAL ORDER AND  
JUDGMENT

Hearing Date: April 15, 2026  
Hearing Time: 8:30 a.m.  
Department: S26

Complaint Filed: April 24, 2024  
FAC Filed: August 6, 2024  
SAC Filed: July 9, 2025

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court  
3 on April 15, 2026, for a hearing and Final Order Approving Class Action and PAGA Settlement  
4 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order  
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA  
6 Settlement (“Agreement” or “Settlement Agreement”), and due and adequate notice having been  
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having  
8 considered all papers filed and proceedings had herein and otherwise being fully informed and  
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**  
10 **FOLLOWS:**

11 1. The Court GRANTS Plaintiff Jose Marquez’s (“Plaintiff”) Motion for Final  
12 Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Agreement.  
14 The term “Class” and “Class Members” shall mean the following: “all current and former non-  
15 exempt employees who worked for Defendants Purfoods, LLC dba Mom’s Meals and Purfoods  
16 Holdings, LLC (“Defendants”) in California at any time from April 24, 2020, through November  
17 20, 2025. The term “Participating Class Member” includes all Class Members who did not submit  
18 a timely and valid Request for Exclusion as provided in the Agreement.

19 3. The term “Aggrieved Employee” shall mean the following: “all current and former  
20 non-exempt employees who worked for Defendants in California from April 24, 2023, through  
21 November 20, 2025.”

22 4. This Court has jurisdiction over the subject matter of this Action and over all Parties  
23 to this Action, including all Class Members and Aggrieved Employees.

24 5. Distribution of the Class Notice directed to the Class Members as set forth in the  
25 Agreement and the other matters set forth therein has been completed in conformity with the  
26 Amended Preliminary Approval Order, including individual notice to all Class Members who  
27 could be identified through reasonable effort, and the best notice practicable under the  
28 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the

1 matters set forth therein, including the proposed Settlement set forth in the Agreement, to all  
2 persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due  
3 process. All Class Members, all Released Class Claims and all PAGA Released Claims, are  
4 covered by and included within the Settlement and this Final Order.

5         6.       The Court hereby finds the Settlement was entered into in good faith pursuant to  
6 and within the meaning of California Code of Civil Procedure section 877.6. The Court further  
7 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the  
8 standards and applicable requirements for final approval of this class action settlement under  
9 California law, including the provisions of California Code of Civil Procedure section 382 and  
10 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*  
11 *Superior Court*, 4 Cal.3d 800, 821 (1971).

12         7.       The Court hereby confirms Protection Law Group, LLP as Class Counsel.

13         8.       The Court hereby approves the Settlement set forth in the Agreement and finds that  
14 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate  
15 the Settlement according to its terms. The Court finds that the Settlement has been reached as a  
16 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that  
17 the Parties have conducted extensive investigation and research, and counsel for the Parties are  
18 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this  
19 time will avoid additional substantial costs, as well as avoid the delay and risks that would be  
20 presented by the further prosecution of the Action. The Court has reviewed the benefits that are  
21 being granted as part of the Settlement and recognizes the significant value to the Class Members.  
22 The Court also finds that the Class is properly certified as a class for settlement purposes only.

23         9.       Upon the complete funding of the Gross Settlement Amount, Plaintiff and all  
24 Participating Class Members, shall release the “Released Parties” from the “Released Class  
25 Claims” that arose during the Class Period, as explicitly set forth in Section 2 of the Settlement  
26 Agreement.

27         10.       Upon the complete funding of the Gross Settlement Amount, the Aggrieved  
28 Employees shall release and discharge the “Released Parties” from the “PAGA Released Claims”

1 that arose during the “PAGA Period, as explicitly set forth in Section 2 of the Settlement  
2 Agreement.

3 11. No Class Member requested to be excluded from the terms of the Settlement. The  
4 last date to timely submit a request for exclusion was March 2, 2026. Accordingly, all 83  
5 Participating Class Members are included and bound by this Order and Judgment.

6 12. The Court also hereby finds that there were no written objections to the  
7 Settlement. The last day to submit a written objection to the settlement was March 2, 2026. The  
8 Court also notes there were no objections made at the hearing on Final Approval of the Settlement.

9 13. The Court finds the settlement payments provided for under the Agreement to be  
10 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,  
11 and as modified by the Parties agreed upon escalator provision, the Court orders Defendant to  
12 fund the Gross Settlement Amount of \$324,157.49 within thirty (30) days of the Effective Date  
13 to provide payments for the Class/Aggrieved Employees individual settlement payments, the  
14 class representative enhancement payment for Plaintiff, Class Counsel’s attorney fees and costs,  
15 the Settlement Administrator’s fees and expenses, and penalties to the LWDA pursuant to Labor  
16 Code Section 2698 et seq. The calculations and the payments shall be made administered in  
17 accordance with the terms of the Agreement.

18 14. Pursuant to the terms of the Agreement and amendment thereto, and the  
19 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class  
20 Counsel attorneys’ fees in the amount of \$108,041.69 (33.33% of the Gross Settlement Amount)  
21 and litigation costs in the amount of \$10,777.73 from the Gross Settlement Amount as final  
22 payment for and complete satisfaction of any and all attorneys’ fees and costs incurred by and/or  
23 owed to Class Counsel and any other person or entity related to the Action.

24 15. The Court hereby approves and orders a Class Representative Enhancement  
25 Payment of \$7,500.00 to Plaintiff Jose Marquez from the Gross Settlement Amount in accordance  
26 with the terms of the Settlement Agreement.

27 16. The Court approves and orders the payment in the amount of \$15,000.00 (75% of  
28 \$20,000.00) from the Gross Settlement Amount to the California Labor Workforce Development

1 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The  
2 remaining \$5,000.00 (25% of \$20,000.00) shall be distributed to the Aggrieved Employees as set  
3 forth in the Agreement.

4 17. The Court also hereby approves and orders payment from the Gross Settlement  
5 Amount for actual settlement administration expenses incurred by the Settlement Administrator,  
6 Apex Class Action, LLC, in the amount of \$4,990.00 as set forth Settlement Agreement.

7 18. The Court hereby approves and orders payment of individual settlement payments  
8 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

9 19. The Court also hereby approves and orders that any checks distributed from the  
10 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar  
11 days after being issued shall be void. All uncashed settlement checks shall be transferred to the  
12 California State Controller's Office- Unclaimed Property Fund.

13 20. Provided the Settlement becomes effective under the terms of the Agreement, the  
14 Court also hereby orders that the deadline for mailing the Court-approved individual settlement  
15 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

16 21. Neither the Settlement nor any of the terms set forth in the Agreement is an  
17 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding  
18 of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the  
19 other Released Parties. Neither this Final Order, the Agreement, nor any document referred to  
20 herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used  
21 as, an admission by or against Defendants, or any of the other Released Parties, of any fault,  
22 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any  
23 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to  
24 be evidence of, an admission or concession with regard to the denials or defenses by Defendants,  
25 or any of the other Released Parties, and shall not be offered in evidence in any action or  
26 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other  
27 than to enforce the provisions of this Final Order, the Agreement, the Released Class Claims,  
28 PAGA Released Claims, or any related agreement or release. Notwithstanding these restrictions,

1 any of the Released Parties may file in the Action, or submit in any other proceeding, the Final  
2 Order, the Agreement, and any other papers and records on file in the Action as evidence of the  
3 Settlement to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or  
4 issue preclusion or similar defense as to the Released Class/PAGA Claims.

5 22. Without affecting the finality of this Judgment, the Court shall retain continuing  
6 jurisdiction over this action and the parties, including all Class Members, and over all matters  
7 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to  
8 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except  
9 as provided to the contrary herein, any disputes or controversies arising with or with respect to  
10 the interpretation, enforcement, or implementation of the Agreement shall be presented to the  
11 Court for resolution.

12 23. A final hearing regarding the distribution of the settlement funds is hereby set for  
13 May 7, 2027, at 8:30 a.m. in Department S26. Class Counsel shall file a declaration from the  
14 settlement administrator regarding the administration of the settlement and remaining unclaimed  
15 funds no later than 5 court days in advance of the hearing.

16 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

17  
18 DATED: APR 20 2026

18 **KEVIN C. LEE**



19  
20 JUDGE OF THE SUPERIOR COURT