

FILED
Superior Court of California
County of Los Angeles
07/06/2026

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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BASILIA VILLA MAGAÑA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

BASILIA VILLA MAGAÑA, individually, and
on behalf of others similarly situated,

Plaintiff,

vs.

CJKANTRG PA, LLC; and DOES 1 through
25, inclusive,

Defendant.

Case No. 23STCV25886
(Related to Case No. 23STCV28370)

Honorable David S. Cunningham
Department SSC-11

**~~PROPOSED~~ FINAL APPROVAL ORDER
AND JUDGMENT**

Date: July 6, 2026
Time: 11:00 a.m.
Dept.: SSC-11

Complaint Filed: October 23, 2023
Trial Date: Not Set

1 Plaintiff Basilia Villa Magaña’s (“Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
3 Costs came before this Court on July 6, 2026 at 11:00 a.m. before the Honorable David S. Cunningham
4 in Department 11 of the above-captioned Court located at the Spring Street Courthouse, 312 North
5 Spring Street, Los Angeles, California 90012.

6 Having received and considered the Amended Joint Stipulation of Class Action and PAGA
7 Settlement (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class
8 Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement
9 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
10 (Annabel Blanchard), the Class Representative (Basilia Villa Magaña), and the Settlement
11 Administrator (Apex Class Action LLC), and the evidence and argument received by the Court in
12 conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and
13 documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND
14 MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant CJKANTRG PA, LLC (“Defendant”) (together, with Plaintiff, the
17 “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All non-exempt, hourly-paid individuals who worked for Defendant at the Del Monte
20 Fresh Produce facility located at 10730 Patterson Place, Santa Fe Springs, California, during the Class
21 Period.” The “Class Period” is defined as the period from October 23, 2019, through December 2,
22 2024.

23 3. The Court appoints Plaintiff Basilia Villa Magaña as the Class Representative for
24 settlement purposes only.

25 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
26 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for
27 settlement purposes only.

28 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms

1 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
2 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
3 any other applicable law, and constitutes the best notice practicable under the circumstances, by
4 providing individual notice to all Class Members who could be identified through reasonable effort,
5 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
6 other Class Members. The Class Notice fully satisfied the requirements of due process.

7 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
8 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
9 requirements for final approval of this class action settlement under California law, including the
10 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
11 3.769.

12 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
13 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
14 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
15 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
16 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
17 by or against Defendant or any of the other Released Parties.

18 8. The Court finds that no Class Members have validly and timely opted out of the Class
19 Settlement and no Settlement Class Members have objected to the Class Settlement.

20 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
21 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
22 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$5,000.00.

23 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
24 to Class Counsel in the sum of \$109,989.00 and reimbursement of actual litigation costs and expenses
25 to Class Counsel in the sum of \$17,967.61. The attorneys' fees and reimbursement of litigation costs
26 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
27 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
28 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit

1 obtained for the Class.

2 11. The Court approves and orders payment from the Gross Settlement Amount in the
3 amount of \$4,750.00 to Apex Class Action LLC for performance of settlement administration services.

4 12. The Court approves and orders payment in the amount of \$22,500.00 to the California
5 Labor and Workforce Development Agency (“LWDA”) as 75% of the payment allocated toward
6 PAGA penalties.

7 13. It is hereby ordered that within twenty-one (21) business days after the Effective Date,
8 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
9 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

10 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
11 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
12 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and
13 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
14 Settlement Administration Costs to itself.

15 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
16 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
17 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
18 distributed by the Settlement Administrator to the California Controller’s Unclaimed Property
19 Division in the name of the Settlement Class Member and/or PAGA Employee.

20 16. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement
21 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
22 relinquished, and discharged the Released Parties of any and all claims, damages, debts, liabilities,
23 demands, obligations, penalties, actions or causes of action of any kind, arising under state, federal, or
24 local law, whether statutory, common law, or administrative law, at any time during the Class Period,
25 that were alleged, or reasonably could have been alleged, based on the facts stated in the operative
26 complaints in the Action and ascertained in the course of the Action, including but not limited to (1)
27 failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide compliant
28 meal periods and premium payments in lieu thereof, (4) failure to provide compliant rest periods and

1 premium payments in lieu thereof, (5) failure to timely pay wages during employment, (6) failure to
2 provide accurate wage statements, (7) failure to timely pay wages upon termination, (8) failure to
3 reimburse necessary business-related expenses, and (9) for violations of California Business and
4 Professions Code sections 17200, *et seq.*, (collectively, “Released Class Claims”).

5 17. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California
6 with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally,
7 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
8 claims for PAGA civil penalties, interest, fees or costs alleged in and/or arising out of the facts alleged
9 in the operative complaints in the Action, and/or the PAGA Letter, arising during the PAGA
10 Settlement Period, including but not limited to penalties that could have been awarded pursuant
11 California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1,
12 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (collectively,
13 “Released PAGA Claims”).

14 18. “Released Parties” means Defendant and its current and former officers, directors,
15 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

16 19. This Court shall retain jurisdiction with respect to all matters related to the
17 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
18 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
19 Settlement and the determination of all controversies relating thereto.

20 20. Notice of entry of this Order and Judgment shall be given to the Class Members by
21 posting a copy of this Order and Judgment on the Settlement Administrator’s website for a period of
22 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

23 21. A ~~Non Appearance Case Review~~ ^{Compliance Hearing} re: Final Report is set for
24 June 22, 2027 at 9:00 a.m. in Department 11 of this Court located at 312
25 North Spring Street, Los Angeles, California 90012. The Settlement Administrator shall file a Final
26 Report by June 15, 2027.

27 **IT IS SO ORDERED.**

28 Dated: 07/06/2026


~~Honorable David S. Cunningham~~

Honorable Bruce G. Iwasaki