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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MARCOS BELTRAN, an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

FONDOMONTE CALIFORNIA, LLC, a
Delaware limited liability company; and DOES
1 through 50,

Defendants

Case No.: CVRI2402849

(Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1)

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT, ATTORNEY'S FEES
AND COST, AND SERVICE PAYMENT**

DATE: June 26, 2026

TIME: 8:30 a.m.

DEPT: 1

Action Filed: May 24, 2024

Trial Date: Not Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 22 2026

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1 This matter having come before this Court for hearing on June 26, 2026 at 8:30 a.m. on
2 Plaintiff Marcos Beltran's ("Plaintiff") unopposed Motion for Final Approval of Class Action and
3 PAGA Settlement, Attorney's Fees and Costs, and Service Payment, as set forth in the Class Action
4 and PAGA Settlement Agreement between Plaintiff and Defendant Fondomonte California, LLC
5 ("Defendant"), filed on October 29, 2025, titled "Notice of Filing Class Action and PAGA
6 Settlement Agreement" ("Settlement Agreement"). Pursuant to the Order Granting Preliminary
7 Approval of Class Action Settlement and Setting Final Approval Hearing ("Preliminary Approval
8 Order"), adequate notice having been given as required in said Order, and the Court having
9 considered all papers filed and proceedings had herein, and good cause appearing therefore, it is
10 ORDERED, ADJUDGED AND DECREED THAT:

11 The Court has jurisdiction over the subject matter of the action and all parties.

12 Based on a review of the papers submitted by Plaintiff and a review of the applicable law,
13 the Court finds that the Gross Settlement Amount of \$398,224.39 and the terms set forth in the
14 parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement Agreement is
15 hereby incorporated into this Order as though fully set forth herein. Except as otherwise specified
16 herein and for purposes of this Order, the terms used in this Order have the meaning assigned to
17 them in the Settlement Agreement and Notice of Pendency of Class Action Settlement and
18 Proposed Settlement ("Class Notice").

19 The Court has determined that the Class Notice provided to the Class pursuant to the
20 Preliminary Approval Order fully and accurately informed all Class Members of the material
21 elements of the proposed Settlement, constituted the best notice practicable under the
22 circumstances, and constituted valid, due and sufficient notice to all Class Members.

23 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
24 reasonable and adequate in all respects, determines that the Settlement was made in good faith and
25 in the best interests of the Parties, and orders the Parties to effectuate the Settlement in accordance
26 with the terms of the Settlement Agreement. The Court further finds that the Settlement was the
27 result of arm's-length negotiations conducted after Class Counsel had thoroughly and adequately
28 investigated the claims and became familiar with the strengths and weaknesses of those claims. In

1 particular, the amount of monies allocated to the Class Members, and the assistance of an
2 experienced mediator in the settlement process, among other factors, support the Court's conclusion
3 that the Settlement is fair, reasonable, and adequate. The amounts agreed to be paid by Defendant,
4 including the Settlement Shares to be paid to Participating Class Members as provided for by the
5 Settlement Agreement, are fair and reasonable under the facts of this case.

6 The Court hereby grants final approval of attorneys' fees in the amount of \$132,741.46 that
7 will be paid to Justice for Workers, P.C.

8 The Court hereby grants final approval of attorneys' costs in the amount of \$14,453.97 to
9 Class Counsel that will be paid to Justice for Workers, P.C.

10 The Court hereby grants final approval of an enhancement award in the amount of
11 \$10,000.00 to Plaintiff, in addition to his Settlement Share as a Participating Class Member, for his
12 time and effort serving as the Class Representative.

13 The Court hereby grants final approval of the PAGA Payment in the amount of \$20,000.00
14 with 75% or \$15,000.00 to be paid to the Labor Workforce Development Agency and 25% or
15 \$5,000.00 to be paid to the Aggrieved Employees.

16 The Court also hereby approves payment of \$7,490.00 to Apex Class Action LLC, the
17 appointed Settlement Administrator, for the services it has rendered and will render in administering
18 the Settlement as described more fully in the Settlement Agreement.

19 The Court hereby finds that the Class Notice and all related documents have been mailed to
20 all Class Members as previously ordered by the Court, and that such Class Notice fairly and
21 adequately described the terms of the proposed Settlement Agreement, the manner in which Class
22 Members could object to or participate in the Settlement, and the manner in which Class Members
23 could opt out of the Class; was the best notice practicable under the circumstances; was valid, due
24 and sufficient notice to all Class Members; and complied fully with California Rule of Court 3.769,
25 due process and all other applicable laws. The Court further finds that a full and fair opportunity
26 has been afforded to Class Members to participate in the proceedings convened to determine
27 whether the proposed Settlement Agreement should be given final approval. Accordingly, the
28 Court hereby determines that all Class Members who did not file a timely and proper request to be

1 excluded from the Settlement are bound by this Order.

2 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
3 Class, Plaintiff and Defendant. The Court further finds that the Settlement is the product of good
4 faith, intensive, serious, non-collusive, and arm's-length negotiations between the Parties, is
5 supported by an evidentiary record, experienced and qualified Class Counsel and involvement of an
6 experienced mediator, and confers a significant financial benefit to the Class commensurate with
7 the likely recovery if Plaintiff prevailed at trial and the risks of continued litigation. The Court
8 further finds that the Settlement Agreement is consistent with public policy, and fully complies with
9 all applicable provisions of law, including the provisions of California Code of Civil Procedure
10 section 382 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of
11 Defendant's defenses, the amounts paid under the Settlement, the allocation of settlement proceeds
12 among the Participating Class Members and the fact that a settlement represents a compromise of
13 the Parties' respective positions rather than the result of a finding of liability at trial all support the
14 Court's decision granting final approval. The following factors also support the decision granting
15 final approval: the risk, expense, complexity and likely duration of further litigation; the risk of
16 attaining and maintaining class action status throughout the proceedings; and the extent of discovery
17 completed and the stage of the proceedings.

18 The reaction of the Class Members to the proposed Settlement further supports the Court's
19 decision granting final approval. There are no requests for exclusion from the Settlement and the
20 participation rate is 100%. Also, no objections have been submitted to the Settlement by any of the
21 Class Members.

22 The Settlement Administrator shall calculate and administer from the Gross Settlement
23 Amount the following, all of which shall be deducted from the Gross Settlement Amount:
24 Settlement Shares to be made to the Participating Class Members, Attorney's Fees and Expenses
25 Payment to Class Counsel, the LWDA Payment, the Class Representative Service Payment, and the
26 Settlement Administration Expenses. A total of \$213,538.96 will be distributed to the Participating
27 Class Members, which the Court hereby fully and finally approves. The Settlement Administrator
28 is hereby directed to mail the Settlement Shares in envelopes that bear the notation, "YOUR

1 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED” and take all other actions in
2 furtherance of the settlement administration as specified in the Settlement Agreement.

3 The releases, waivers and covenants not to sue by Plaintiff, as set forth in the Settlement
4 Agreement and in the Class Notice, are approved and are hereby incorporated by reference and
5 made a part of this Order as though fully set forth herein. As more specifically set forth in the
6 Settlement Agreement, by operation of the entry of this Order and Judgment and pursuant to the
7 Settlement, Plaintiff waive and release the Released Claims as set forth in the Settlement
8 Agreement, which are barred pursuant to this Order and Judgment.

9 By means of this Final Approval Order, final judgment is entered, as defined in section 577
10 of the California Code of Civil Procedure, binding each Participating Class Member and operating
11 as a full release and discharge of Released Class Claims and binding the State of California and
12 Plaintiff as a full release and discharge of Released PAGA Claims. All rights to appeal this Order
13 or the Judgment have been waived except as specifically permitted in the Settlement Agreement.

14 Nothing in this Order and Judgment shall preclude any action to enforce the Parties’
15 obligations under the Settlement or under this Order.

16 Participating Class Members shall have one-hundred eighty (180) days from the date of
17 issuance of the check to negotiate the check. If (i) any of the class members are current employees
18 of Defendant, (ii) the distribution mailed to those employees is returned to the administrator as
19 being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing
20 address, the administrator shall arrange with Defendant to have those distributions delivered to the
21 employees at their place of employment.

22 The funds from any checks returned as undeliverable, and any checks not negotiated within
23 180 days, shall be transmitted California State Controller’s office in the name of the class member.

24 A non-appearance compliance hearing is set for June 15, 2027 in Department 1 of the
25 above-referenced Court. At least five (5) court days prior to the compliance hearing, the Settlement
26 Administrator will provide declaration to the Court that shall describes (i) the date the checks were
27 mailed, (ii) the total number of checks mailed to class members, (iii) the average amount of those
28 checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed

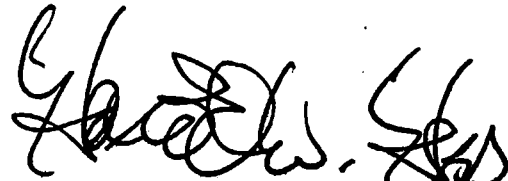
1 checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the
2 disposition of those unclaimed funds.

3 Without affecting the finality of the Judgment in any way, the Court reserves exclusive and
4 continuing jurisdiction over the action and the Parties for purposes of supervising the
5 implementation, enforcement, construction, administration and effectuation of the Settlement
6 Agreement.

7 The Parties and Settlement Administrator are hereby ordered to implement and comply with
8 the terms of the Settlement Agreement. Notice of entry of this Order and Judgment shall be given
9 by Class Counsel on behalf of Plaintiff and all Participating Class Members by posting a copy on
10 the Settlement Administrator's website. Settlement Administrator will provide the following
11 notation on check stubs mailed to class members "The Judgment was entered on June 26, 2026 and
12 you can view a copy of the judgment at www.apexclassaction.com/FondomonteCalifornia/."

13 **IT IS SO ORDERED AND ADJUDGED.**

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16 DATED: July 17, 2026

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19 Honorable Harold W. Hopp
20 Judge of the Superior Court
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