

Barbara DuVan-Clarke (State Bar No. 259268)
BDC@blackstonepc.com
Danielle Ling GruppChang (State Bar No. 313881)
dgruppchang@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Annabel Blanchard (State Bar No. 258135)
ablanchard@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiffs Ismael Mercado,
Savannah Rhue, Alex Ortiz, and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ISMAEL MERCADO and SAVANNAH RHUE,
individually and on behalf of others similarly
situated,

Plaintiffs,

vs.

NATURAL ALTERNATIVES
INTERNATIONAL, INC.; and DOES 1 through
25, inclusive e,

Defendant.

Case No. 37-2023-00052115-CU-OE-CTL
(Consolidated with Case No. 24CU008031C)

Honorable Blaine K. Bowman
Department C-74

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

Date: July 17, 2026
Time: 8:30 a.m.
Dept.: C-74

Complaint Filed: December 1, 2023
Trial Date: Not Set

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ALEX ORTIZ, individually and on behalf of
Aggrieved Employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

NATURAL ALTERNATIVES
INTERNATIONAL, INC.; and DOES 1 through
25, inclusive,

Defendants.

Case No. Case No. 24CU008031C

Honorable Blaine K. Bowman
Department C-74

Date: July 17, 2026
Time: 8:30 a.m.
Dept.: C-74

Complaint Filed: August 26, 2024
Trial Date: Not Set

1 Plaintiffs Ismael Mercado, Savannah Rhue, and Alex Ortiz's ("Plaintiffs") Motion for Final
2 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments,
3 and Settlement Administration Costs came before this Court on July 17, 2026 at 8:30 a.m. before the
4 Honorable Judge Blaine K. Bowman in Department C-74 of the above-captioned Court located at 330
5 West Broadway, San Diego, California 92101.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 ("Settlement Agreement" or "Settlement"), Plaintiffs' Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement
9 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
10 (Annabel Blanchard), the Class Representatives (Ismael Mercado, Savannah Rhue, and Alex Ortiz),
11 and the Settlement Administrator (Apex Class Action Administration), and the evidence and argument
12 received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and
13 PAGA Settlement and documents thereto, the Court grants final approval of the Settlement and
14 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiffs and Defendant Natural Alternatives International, Inc. ("Defendant") (collectively, with
17 Plaintiffs, the "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 current and former hourly-paid and/or non-exempt employees who worked for
20 Defendant in the State of California at any time during the Class Period." The Class, however, shall
21 not include any person who previously settled or released the claims covered by the Released Class
22 Claims or any person who previously was paid or received awards through civil or administrative
23 actions for the claims covered by the Released Class Claims. The "Class Period" is defined as the
24 period from January 1, 2019, through October 21, 2024.

25 3. The Court appoints Plaintiffs Ismael Mercado, Savannah Rhue, and Alex Ortiz as the
26 Class Representative for settlement purposes only.

27 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle L.
28 GruppChang, P.J. Van Ert, Melissa Rodriguez, and Annabel Blanchard of Blackstone Law, APC as

1 Class Counsel for settlement purposes only.

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

9 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
10 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
11 requirements for final approval of this class action settlement under California law, including the
12 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
13 3.769.

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

20 8. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
21 recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payment from
22 the Gross Settlement Amount of Enhancement Payments to Plaintiffs Ismael Mercado, Savannah
23 Rhue, and Alex Ortiz in the amount of \$10,000.00 each (for a total of \$30,000.00).

24 9. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
25 to Class Counsel in the sum of \$437,500.00 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$30,061.37. The attorneys' fees and reimbursement of litigation costs
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

1 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
2 obtained for the Class.

3 10. The Court approves and orders payment from the Gross Settlement Amount in the
4 amount of \$7,990.00 to Apex Class Action for performance of settlement administration services.

5 11. The Court approves and orders payment in the amount of \$32,500.00 to the California
6 Labor and Workforce Development Agency ("LWDA") as 65% of the \$50,000.00 of the payment
7 allocated toward PAGA penalties.

8 12. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
9 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
10 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

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

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

21 15. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs
22 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
23 compromised, relinquished, and discharged the Released Parties of all Released Class Claims. The
24 Released Class Claims include any and all claims under state, federal and local law which were alleged
25 or which could have been reasonably alleged based on the factual allegations in the Operative
26 Complaint, arising during the Class Period, which shall specifically include, but are not limited to,
27 claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal
28 and rest periods and associated premium payments, including second meal period premiums, unpaid

1 wages, unpaid overtime or double time wages, unpaid minimum wages, off-the-clock work, regular
2 rate of pay, failure to pay wages of any kind during employment or due at separation, failure to provide
3 accurate and itemized wage statements, failure to maintain payroll records as required by law, failure
4 to reimburse for business expenses, unfair competition, unfair business practices, unlawful business
5 practices, fraudulent business practices, working conditions and compensation arrangements,
6 penalties, interest, fees, costs, and any other claims of violations of California Labor Code Sections
7 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the
8 applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code
9 sections 17200, et seq.

10 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
11 the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed
12 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
13 Released Parties of all Released PAGA Claims. The Released PAGA Claims include any and all
14 claims arising from, or which could reasonably arise from, any of the factual allegations in the PAGA
15 Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the
16 Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which include,
17 but are not limited to, claims for Defendant's alleged failure to pay overtime and minimum wages,
18 provide compliant meal and rest periods and associated premium payments, timely pay wages during
19 employment and upon termination, provide compliant wage statements, maintain complete and
20 accurate payroll records, and reimburse necessary business-related expenses in violation of California
21 Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1,
22 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

23 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs,
24 individually and on their own behalf, will be deemed to have fully, finally, and forever released,
25 settled, compromised, relinquished, and discharged the Released Parties from any and all claims,
26 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or
27 causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
28 asserted or unasserted, arising out of, relating to, or resulting from their employment and/or separation

1 of employment with Defendant, which Plaintiffs, at any time up until the execution of this Settlement
2 Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be
3 broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
4 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
5 Any and all rights granted under any state or federal law or regulation limiting the effect of this
6 Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE
7 HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
9 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
10 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
11 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

12 18. "Released Parties" shall collectively mean: (i) Defendant Natural Alternatives
13 International, Inc.; (ii) each of Defendant's respective past, present and future parents, subsidiaries
14 and affiliates including, without limitation, any corporation, limited liability company, partnership,
15 trust, foundation and non-profit entity which controls, is controlled by, or is under common control
16 with Defendant; (iii) the past, present and future shareholders, directors, officers, agents, employees,
17 attorneys, insurers, member, partner, manager, contractor, agent, consultant, representative,
18 administrator, fiduciary, benefit plan, transferee, predecessors, successors and assigns of any of the
19 foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

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

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

27 21. A ~~Non Appearance Case Review re: Final Report~~ **Compliance Hearing** is set for
28 **February 26, 2027 at 8:30 AM** in Department C-74 of this Court located at 330

1 West Broadway, San Diego, California 92101. The Settlement Administrator shall file a Final Report
2 by February 19, 2027

3 IT IS SO ORDERED.

4 Dated: 7-17-26


Honorable Blaine K. Bowman