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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

TIFFANY MA'AE, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

PREMIER NUTRITION COMPANY, LLC, a
limited liability company; BELLRING
BRANDS, LLC, a limited liability company;
POST HOLDINGS, LLC, a California limited
liability company; POST FOODS, LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

FILED
Superior Court of California
County of Alameda
08/04/2026
Clad Fluke, Executive Officer / Clerk of the Court
By: A. Amponsah Deputy
A. Amponsah

Case No.: 24CV072746

*[Assigned for All Purposes to the Hon.
Patrick McKinney, Dept. 18]*

**~~[PROPOSED]~~ REVISED JUDGMENT
AND ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Final Approval Hearing:

Date: June 10, 2026

Time: 1:30 p.m.

Dept: 18

Action Filed: April 23, 2024

**~~[PROPOSED]~~ REVISED JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

1 This matter came on for hearing on June 10, 2026, at 1:30 p.m., in Department 18 of the
2 Superior Court of California, County of Alameda, Oakland – Administration Building, located
3 at 1221 Oak Street Oakland, California 94612, on Plaintiff Tiffany Ma’ae’s (“Plaintiff”) Motion
4 for Final Approval of Class Action and PAGA Settlement pursuant to California Rules of Court,
5 Rule 3.769. On February 4, 2026, this Court issued an Order Granting Plaintiff’s Motion for
6 Preliminary Approval of Class Action and PAGA Settlement. Plaintiff now seeks an order
7 granting final approval of the revised Class Action and PAGA Settlement Agreement
8 (“Settlement”), a copy of which is attached to the Supplemental Declaration of Courtney M.
9 Miller in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
10 Settlement as **Exhibit 1**.

11 Having received and considered the Settlement, the supporting papers filed by the
12 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
13 of Class Action Settlement granted on February 4, 2026, and the instant Motion for Final
14 Approval of Class Action and PAGA Settlement, the Court grants final approval of the
15 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

16 1. Pursuant to the Order Granting Plaintiff’s Motion for Preliminary Approval of Class
17 Action and PAGA Settlement, the Class Notice was sent to each Class Member by first-class mail.
18 These papers informed Class Members of the terms of the Settlement, their right to receive an
19 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
20 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
21 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
22 Member has objected to the proposed Settlement, and no Class Member has requested exclusion.

23 2. The Court finds and determines that this notice procedure afforded adequate
24 protections to Class Members and provides the basis for the Court to make an informed decision
25 regarding approval of the Settlement based on the responses of the Class. The Court finds and
26 determines that the notice provided in this case was the best notice practicable, which satisfied the
27 requirements of law and due process.

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1 3. With respect to the Class and for purposes of approving this Settlement only, this
2 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
3 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
4 class and a well-defined community of interest among members of the Class with respect to the
5 subject matter of the action; (c) the claims of Class Representative, Tiffany Ma'ae, are typical of
6 the claims of the Class Members; (d) the Class Representative has fairly and adequately protected
7 the interests of the Class; (e) a class action is superior to other available methods for an efficient
8 adjudication of this controversy; and (f) counsel of record for the Class Representative are qualified
9 to serve as Class Counsel.

10 4. The Court has certified a Class for settlement purposes only, defined as all current
11 and former non-exempt employees who worked for Defendant Premier Nutrition Company, LLC
12 in California during the Class Period (October 28, 2019, to April 11, 2025). The Court deems this
13 definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

14 5. The Court hereby confirms Arrash T. Fattahi, Arman A. Salehi, Emily K. Borman,
15 Courtney M. Miller, and Alan Wilcox of Wilshire Law Firm, PLC as Class Counsel.

16 6. The Court hereby confirms Plaintiff Tiffany Ma'ae as the Class Representative.

17 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
18 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
19 found that the Settlement was reached as a result of informed and non-collusive arm's length
20 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
21 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
22 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
23 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
24 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
25 the Settlement and recognizes the significant value accorded to the Class.

26 8. The Court hereby approves that Defendant Premier Nutrition Company, LLC
27 ("Defendant") shall pay a total of \$400,000.00 to resolve this litigation.

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1 9. The Court finds and determines that the Individual Settlement Payments to be paid
2 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
3 hereby gives final approval to and orders the payment of those amounts to be made to the
4 Settlement Class Members in accordance with the Settlement.

5 10. From the Settlement Amount, the Court finds and determines that payment of
6 \$10,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
7 Workforce Development Agency will receive 65% (\$6,500.00), and the remaining 35%
8 (\$3,500.00) will be distributed to Aggrieved Employees (defined as all current and former non-
9 exempt employees who worked for Defendant Premier Nutrition Company, LLC in California
10 during the PAGA Period [June 19, 2023, to April 11, 2025]). The Court hereby grants final
11 approval to and orders the payment of the amount in accordance with the Settlement.

12 11. From the Settlement Amount, the Court finds and determines the Class
13 Representative Service Payment of \$7,500.00 to the named Plaintiff is fair and reasonable. The
14 Court hereby grants final approval to and orders the payment of that amount to be paid to the named
15 Plaintiff for her service as Class Representative and for her agreement to release claims.

16 12. From the Settlement Amount, the Court finds and determines that the fees and
17 expenses in administering the Settlement incurred by Apex Class Action LLC in the amount of
18 \$4,990.00 are fair and reasonable. The Court hereby grants final approval to and orders the payment
19 of that amount in accordance with the Settlement.

20 13. From the Settlement Amount, the Court hereby awards Class Counsel attorneys'
21 fees in the amount of \$120,000.00 and litigation costs in the amount of \$17,584.99. The Court
22 hereby grants final approval to and orders the payment of those amounts in accordance with the
23 Settlement.

24 14. Without affecting the finality of this Order or the entry of judgment in any way, this
25 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
26 administration, effectuation and enforcement of this order and the Settlement.

27 15. Defendants shall not have any further liability for costs, expenses, interest,
28 attorneys' fees, or for any other charge, expense, or liability, except as provided for by the

1 Settlement.

2 16. Neither the making of this Settlement nor the entry into the Settlement constitutes
3 an admission by Defendants, nor is this order a finding of the validity of any claims in this case or
4 of any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
5 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
6 to carry out the terms of the Settlement be construed as an admission or concession by or against
7 Defendants.

8 17. Upon completion of administration of the Settlement, the Settlement Administrator
9 will provide written certification of such completion to the Court, the compliance declaration is
10 due 5 court days prior to the compliance hearing on **February 24, 2027, at 1:30 p.m.**

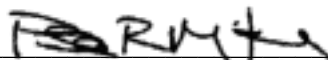
11 18. Ten percent of the attorney's fee award, plus any interest earned thereon, must be
12 kept in the Settlement Administrator's trust account until completion of the distribution process
13 for all other amounts and Court approval of a final accounting, at which point all remaining fees
14 and interest shall be delivered to Wilshire Law Firm, PLC. Unclaimed funds should not be
15 distributed to the designated recipient until the Court approves the final accounting.

16 19. The Court hereby enters final judgment in accordance with the terms of the
17 Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
18 Settlement, and this Order.

19 20. The Parties will bear their own costs and attorneys' fees except as otherwise
20 provided by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

21 **IT IS SO ORDERED.**

22
23 DATED: August 4, 2026


24 HON. PATRICK MCKINNEY
25 JUDGE OF THE SUPERIOR COURT

26 **Patrick McKinney / Judge**
27
28

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 08/12/2026
PLAINTIFF/PETITIONER: Tiffany Ma'ae	Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Ampoah</u> Deputy
DEFENDANT/RESPONDENT: PREMIER NUTRITION COMPANY, LLC, a limited liability company et al	A. Ampoah
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV072746

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Revised Judgment and Order Granting Plaintiffs Motion for Final Approval of Class Action and PAGA Settlement entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Justin F. Marquez
Wilshire Law Firm
lit@wilshirelawfirm.com

NATHAN WADE AUSTIN
nathan.austin@jacksonlewis.com

Dated: 08/12/2026

Chad Finke, Executive Officer / Clerk of the Court

By:

A. Ampoah

A. Ampoah, Deputy Clerk