

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV23019

**IVAN RAMIREZ vs J & J SNACK FOODS CORP. OF
CALIFORNIA**

September 3, 2026

8:30 AM

Judge: Honorable Elaine Lu
Judicial Assistant: Alexandra Leong
Courtroom Assistant: Marcela Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Vedang J. Patel for Jeffrey D. Klein appearing - via LA Court Connect

For Defendant(s): Robert Harold Pepple appearing - via LA Court Connect

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

The tentative ruling is served in Case Anywhere for all parties and counsel to review.

Counsel states they have read and considered the Court's tentative ruling.

Both counsel request to be heard.

The matter is called for hearing.

The Court and counsel confer regarding filing deadlines.

The Court serves the revised tentative ruling in Case Anywhere for all counsel to review.

Counsel for plaintiff submits on the revised Tentative ruling via the chat function in LACourtConnect.

Counsel for defendant submits on the revised Tentative ruling via the chat function in LACourtConnect.

The Court adopts the revised tentative ruling as the final ruling of the Court:

The Motion for Preliminary Approval of Settlement Plaintiffs' Motion for Preliminary Approval of Class and Representative Action Settlement; Declarations of Vedang J. Patel, David D. Bibiyan, Plaintiffs, and in Support Thereof filed by Ivan Ramirez on 03/25/2026 is Granted.

Plaintiffs Ivan Ramirez, Brianne Aguilar and Lloyd Smith sue their former employer,

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV23019

IVAN RAMIREZ vs J & J SNACK FOODS CORP. OF CALIFORNIA

September 3, 2026

8:30 AM

Judge: Honorable Elaine Lu

Judicial Assistant: Alexandra Leong

Courtroom Assistant: Marcela Tavakoli

CSR: None

ERM: None

Deputy Sheriff: None

Defendants J&J Snack Foods Corp. of California and J & J Snack Foods Sales Corp (“Defendants”), for alleged wage and hour violations. Plaintiffs seek to represent a class of Defendants’ current and former non-exempt employees.

On March 8, 2024, Plaintiff Aguilar filed a representative action against Defendants in San Bernardino County Superior Court, Case Number CIVSB2407983, seeking civil penalties under the Private Attorneys’ General Act (“PAGA”) against Defendants for Labor Code violations (“*Aguilar* Action”).

On August 30, 2024, Plaintiff Smith filed a PAGA Complaint against Defendant alleging one cause of action for penalties pursuant to Labor Code section 2699(f) for various violations of the Labor Code (“*Smith* Action”).

On September 6, 2024, Plaintiff Ramirez filed his class action complaint alleging causes of action for: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; violation of Labor Code section 227.3; and unfair competition.

On February 26, 2025, the Parties participated in an all-day consolidated mediation presided over by Dan Turner, which ultimately resulted in settlement. The terms of settlement were finalized in the long-form *Class Action and PAGA Settlement Agreement*, a copy of which is attached to the Declaration of Vedang J. Patel (“Patel Decl.”) as Exhibit 1.

As part of the Settlement, the Parties agree to stipulate to filing a First Amended Complaint in the *Ramirez* Action to add all claims and allegations contained in the *Smith* Action and the *Aguilar* Action. The First Amended Complaint was filed on July 2, 2026 and is the operative complaint in the action.

On June 4, 2026, the Court issued a “checklist” to the parties pertaining to deficiencies in the proposed settlement. In response, the parties filed further briefing.

Now before the Court is the Motion for Preliminary Approval of the Settlement.

SETTLEMENT CLASS DEFINITION

- “Class” means all persons employed by Defendants in California and classified as a non-exempt, hourly-paid employee who worked for Defendants during the Class Period. (§1.5)
 - o “Class Period” means the period from April 28, 2023 through May 10, 2025. (§1.12)
- “Aggrieved Employee” means a person employed by Defendants in California and

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV23019

IVAN RAMIREZ vs J & J SNACK FOODS CORP. OF
CALIFORNIA

September 3, 2026

8:30 AM

Judge: Honorable Elaine Lu

Judicial Assistant: Alexandra Leong

Courtroom Assistant: Marcela Tavakoli

CSR: None

ERM: None

Deputy Sheriff: None

classified as a non-exempt, hourly-paid employee who worked for Defendants during the PAGA Period. (¶1.4)

o "PAGA Period" means the period from April 28, 2023, through the end of the Class Period. (¶1.31)

· "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. (¶1.35)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **\$685,000**, non-reversionary. (¶3.1)
 - o Escalator Clause: Defendants represent that there are no more than 35,000 Workweeks during the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10%, or 3,500 Workweeks, then, at Defendants' election: (1) the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 38,500 Workweeks multiplied by the Workweek Value; or (2) the Class Period shall end on the date the number of Workweeks reaches 38,500. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$685,000.00) by 35,000.00, which amounts to a Workweek Value of \$19.57. Thus, for example, should there be 40,000 Workweeks during the Class Period, and Defendants election option (1) above, then the Gross Settlement Amount shall be increased by \$29,355.00 ((40,000 Workweeks-38,500 Workweeks) x \$19.57 per Workweek.). (¶8.1)
 - o At preliminary approval, Defendant's expert determined that Class Members worked 36,470 workweeks. (Declaration of Austin Nelson, ¶9.) Accordingly, the escalator clause was not triggered.
- The Net Settlement Amount ("Net") (**\$259,760**) is the GSA minus the following:
 - o Up to **\$239,750** (35%) for attorney fees (¶3.2.2);
 - o Up to **\$70,000** for attorney costs (*Ibid.*);
 - o Up to **\$30,000 total [\$10,000 each]** for a service award to each proposed class representative (¶3.2.1);
 - o Up to **\$10,490** for settlement administration costs (¶3.2.3); and
 - o Payment of **\$75,000** PAGA penalty (75% or \$56,250 to the LWDA). (¶3.2.5)
- Defendants will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- There is no claim form requirement. (¶3.1)
- Individual Settlement Payment Calculation: Each Participating Settlement Class Member

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV23019

IVAN RAMIREZ vs J & J SNACK FOODS CORP. OF
CALIFORNIA

September 3, 2026

8:30 AM

Judge: Honorable Elaine Lu

Judicial Assistant: Alexandra Leong

Courtroom Assistant: Marcela Tavakoli

CSR: None

ERM: None

Deputy Sheriff: None

will receive an Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (§3.2.4) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (§3.2.4.2)

- o PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$18,750.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. (§3.2.5.1)

- o Tax Allocation: Each Participating Class Member's Individual Class Payment will be allocated as 20% to wages, 80% to interest and penalties (§3.2.4). The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (§3.2.5.2)

- "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired. (§1.43) The same deadline applies to the submission of workweek disputes. (§7.6)

- Funding of Settlement: Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 7 days after the Effective Date. (§4.3)

- Disbursement: Within 7 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments. (§4.4)

- Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (§4.4.1) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Office, Unclaimed Property Fund. (§4.4.3)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV23019

IVAN RAMIREZ vs J & J SNACK FOODS CORP. OF
CALIFORNIA

September 3, 2026

8:30 AM

Judge: Honorable Elaine Lu

Judicial Assistant: Alexandra Leong

Courtroom Assistant: Marcela Tavakoli

CSR: None

ERM: None

Deputy Sheriff: None

· The settlement administrator will be Apex Class Action LLC. (¶1.2)

- The proposed settlement was submitted to the LWDA on March 24, 2026. (Declaration of Roman Otkupman, Exhibit B.)
- Participating class members and the named Plaintiffs will release certain claims against Defendant. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

1. Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? On February 26, 2025, the Parties participated in an all-day consolidated mediation presided over by Dan Turner, which ultimately resulted in settlement. (Patel Decl., ¶5.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Class Counsel represents that prior to mediation, Plaintiffs obtained, through informal discovery: (a) policy documents; and (b) Aggrieved Employees' timekeeping and payroll records from April 27, 2023 to October 30, 2024. (*Id.* at ¶4.)

3. Is Class Counsel experienced in similar litigation? Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶42; Declaration of Raul Perez, ¶14; Declaration of Roman Otkupman, ¶6.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ("Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing.").

CONCLUSION: The settlement is entitled to a presumption of fairness.

2. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiffs' case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

Violation	Maximum Exposure
Unpaid Wages	\$508,035.00
Meal Period Violations	\$1,480,082.00

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV23019

IVAN RAMIREZ vs J & J SNACK FOODS CORP. OF CALIFORNIA

September 3, 2026

8:30 AM

Judge: Honorable Elaine Lu
Judicial Assistant: Alexandra Leong
Courtroom Assistant: Marcela Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

Rest Period Violations	\$1,495,524.00
Unpaid Sick Leave, Unpaid Vacation, Unreimbursed Expenses	No value
Wage Statement Violations	\$1,946,900.00
Waiting Time Penalties	\$1,472,333.00
PAGA Penalties	\$615,540.00
Total	\$7,518,414.00

(Patel Decl., ¶¶14-30; Supp. Patel Decl., ¶5.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 (“Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.”).)

4. Amount offered in settlement. Class Counsel estimated Defendants’ maximum damages at \$7,518,414. Class Counsel obtained a settlement valued at \$685,000. This is approximately 9.1% of Plaintiffs’ potential maximum recovery which, given the uncertain outcomes, is within the “ballpark” of reasonableness.

The settlement amount, if reduced by the requested deductions, leaves approximately \$259,760 to be divided among approximately 557 class members. Assuming full participation, the resulting payments will average approximately \$466.35 per class member.

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members’ reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV23019

**IVAN RAMIREZ vs J & J SNACK FOODS CORP. OF
CALIFORNIA**

September 3, 2026

8:30 AM

Judge: Honorable Elaine Lu
Judicial Assistant: Alexandra Leong
Courtroom Assistant: Marcela Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

CONCLUSION: The settlement can be preliminarily deemed “fair, adequate, and reasonable.”

3. Scope of the release

Release of Claims: Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendants fully funds the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows: ¶(6)

· Release By Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including (1) failure to pay overtime wages (Labor Code, §§ 510, 1194, 1198); (2) failure to pay minimum wages for all hours worked (Labor Code, §§ 1182.12, 1194, 1197, 1197.1, 1198); (3) failure to provide meal periods (Labor Code, §§ 226.7, 512, 516, 1198); (4) failure to provide rest periods (Labor Code, §§ 226.7, 516, 1198); (5) failure to provide reporting time pay (Labor Code, § 1198; Cal. Code Regs., tit. 8, § 11010, subd. 5); (6) failure to timely pay wages during employment (Labor Code, §§ 204, 210, 218); (7) failure to pay all wages due upon separation of employment, including waiting time penalties (Labor Code, §§ 201-203); (8) failure to provide accurate and itemized wage statements (Labor Code, §§ 226, subd. (a), 1174, subd. (d), 1198); (9) failure to reimburse necessary business expenses (Labor Code, § 2802); (10) failure to pay vested vacation wages upon termination (Labor Code, § 227.3); (11) failure to provide safe and reasonable working conditions, including exposure to excessive heat and moisture (Labor Code, § 1198; Cal. Code Regs., tit. 8, § 11010, subd. 14); (12) failure to accrue, pay, or track sick leave (Labor Code, §§ 246, 247.5, 248.5); (13) failure to maintain accurate payroll and employment records (Labor Code, §§ 1174, subd. (d), 226, subd. (a), 1198); and (14) unlawful and unfair business practices (Bus. & Prof. Code, § 17200 et seq.); and expressly excluding all other claims, including claims for unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period. These Released Claims cover all Participating Class Members. The Parties agree that the judgment, and the Released Class Claims provided herein, shall have res judicata effect. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV23019

**IVAN RAMIREZ vs J & J SNACK FOODS CORP. OF
CALIFORNIA**

September 3, 2026

8:30 AM

Judge: Honorable Elaine Lu
Judicial Assistant: Alexandra Leong
Courtroom Assistant: Marcela Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

compensation, or claims based on facts occurring outside the Class Period. (¶5.2)

· Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under the Private Attorneys General Act of 2004 (Labor Code, §§ 2698-2699.5) that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the Amended PAGA Notice, including but not limited to: (1) failure to pay overtime wages (Labor Code, §§ 510, 1194, 1198); (2) failure to pay minimum wages for all hours worked (Labor Code, §§ 1182.12, 1194, 1197, 1197.1, 1198); (3) failure to provide meal periods (Labor Code, §§ 226.7, 512, 516, 1198); (4) failure to provide rest periods (Labor Code, §§ 226.7, 516, 1198); (5) failure to provide reporting time pay (Labor Code, § 1198; Cal. Code Regs., tit. 8, § 11010, subd. 5); (6) failure to timely pay wages during employment (Labor Code, §§ 204, 210, 218); (7) failure to pay all wages due upon separation of employment, including waiting time penalties (Labor Code, §§ 201-203); (8) failure to provide accurate and itemized wage statements (Labor Code, §§ 226, subd. (a), 1174, subd. (d), 1198); (9) failure to reimburse necessary business expenses (Labor Code, § 2802); (10) failure to pay vested vacation wages upon termination (Labor Code, § 227.3); (11) failure to provide safe and reasonable working conditions, including exposure to excessive heat and moisture (Labor Code, § 1198; Cal. Code Regs., tit. 8, § 11010, subd. 14); (12) failure to accrue, pay, or track sick leave (Labor Code, §§ 246, 247.5, 248.5); and (13) failure to maintain accurate payroll and employment records (Labor Code, §§ 1174, subd. (d), 226, subd. (a), 1198). This release is limited to claims for civil penalties arising under Labor Code sections 2698 through 2699.5 and does not include any recovery for unpaid wages, restitution, or other non-penalty remedies. (¶5.3)

o “PAGA Notices” means, collectively, Plaintiff Aguilar's October 19, 2023 letter, Plaintiff Ramirez's June 20, 2024 letter, and Plaintiff Smith's June 24, 2024 letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a). (¶1.33)

o Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment. (¶7.5.4)

· “Released Parties” means: Defendants and each of their respective past and present parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, officers, directors, shareholders, owners, members, agents, employees, insurers, and attorneys. (¶1.41)

· Named Plaintiffs will also provide a general release and CC § 1542 waiver. (¶5.1)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV23019

IVAN RAMIREZ vs J & J SNACK FOODS CORP. OF
CALIFORNIA

September 3, 2026

8:30 AM

Judge: Honorable Elaine Lu
Judicial Assistant: Alexandra Leong
Courtroom Assistant: Marcela Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

4. May conditional class certification be granted?

1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk* at 1807, fn 19.) Finally, the Court is under no “ironclad requirement” to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba* at 240.)

2. Analysis

a. Numerosity. There are approximately 557 putative Class Members. (Patel Decl., ¶34.) This element is met.

b. Ascertainability. The proposed class is defined above. The class definition is “precise, objective and presently ascertainable.” (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendants’ records. (Patel Decl., ¶33.)

c. Community of interest. “The community of interest requirement involves three factors: ‘(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.’” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

As to predominant questions of law or fact, Plaintiffs contend that this litigation is brought to resolve common issues that include whether Defendant failed to pay for all hours worked; whether Defendant provided full, timely and un-interrupted meal and rest periods, whether Class Members are entitled to premium pay for incomplete, untimely or interrupted meal or rest periods, among other claims. (Patel Decl., ¶35.)

As to typicality, Plaintiffs allege they: (1) were non-exempt employees like other Class Members; (2) complains of not being paid for all time under Defendants’ control or suffered and/or permitted to work for Defendants; (3) did not receive full premium pay for meal periods that were not compliant with the Labor Code; (4) did not receive premium pay for rest periods that were not provided, among others. (*Id.* at ¶36.)

As to adequacy, each Plaintiff represents that he or she has participated in the litigation and is aware of the risks and duties of serving as class representative. (Declarations of Brianne Aguilar, Lloyd Smith, Ivan Ramirez.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV23019

IVAN RAMIREZ vs J & J SNACK FOODS CORP. OF
CALIFORNIA

September 3, 2026

8:30 AM

Judge: Honorable Elaine Lu

Judicial Assistant: Alexandra Leong

Courtroom Assistant: Marcela Tavakoli

CSR: None

ERM: None

Deputy Sheriff: None

appears to be superior to separate actions by the class members.

CONCLUSION: The class is conditionally certified because the prerequisites of class certification have been satisfied.

5. Is the notice proper?

1. Content of class notice. The proposed notice is attached to the Settlement Agreement. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

Notice will be given in English and Spanish. (§1.11)

2. Method of class notice.

Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. (§4.2) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. (§7.4.2)

Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (§7.4.3)

The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. (§7.4.4) Notice of Final Judgment will be posted on the Settlement Administrator's website. (§7.8.1)

3. Cost of class notice. As indicated above, settlement administration costs are estimated not to exceed **\$10,490**. Prior to the time of the final fairness hearing, the administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV23019

IVAN RAMIREZ vs J & J SNACK FOODS CORP. OF
CALIFORNIA

September 3, 2026

8:30 AM

Judge: Honorable Elaine Lu
Judicial Assistant: Alexandra Leong
Courtroom Assistant: Marcela Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

6. Attorney fees and costs

CRC rule 3.769(b) states: “Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action.”

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, “the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable.” (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **\$239,750** (35%) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Fee Split: The Parties, and their counsel, entered into a joint prosecution agreement which was signed by all plaintiffs and counsel and complied with California Rules of Professional Conduct Rule 1.5.1. Specifically, the fee split is as follows: 45% of fees to Bibiyan Law Group, P.C., 45% of fees to Capstone Law APC, and 10% of fees to Otkupman Law. (Second Supp. Patel Decl., ¶4.)

Class Counsel should also be prepared to justify the costs sought (capped at **\$70,000**) by detailing how they were incurred.

7. Incentive Awards

The Settlement Agreement provides for enhancement awards of up to **\$10,000 each** to the named Plaintiffs. In connection with the final fairness hearing, named Plaintiffs must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she “should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV23019

IVAN RAMIREZ vs J & J SNACK FOODS CORP. OF
CALIFORNIA

September 3, 2026

8:30 AM

Judge: Honorable Elaine Lu

Judicial Assistant: Alexandra Leong

Courtroom Assistant: Marcela Tavakoli

CSR: None

ERM: None

Deputy Sheriff: None

Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit’” (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement awards at the time of final approval.

CONCLUSION AND ORDER

The Parties’ Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount (“GSA”) is **\$685,000**, non-reversionary. (¶3.1)
- The Parties will request the Court to approve and award the following payments and deductions to be made from the GSA:
 - The Net Settlement Amount (“Net”) (**\$259,760**) is the GSA minus the following:
 - o Up to **\$239,750** (35%) for attorney fees (¶3.2.2);
 - o Up to **\$70,000** for attorney costs (*Ibid.*);
 - o Up to **\$30,000 total [\$10,000 each]** for a service award to each proposed class representative (¶3.2.1);
 - o Up to **\$10,490** for settlement administration costs (¶3.2.3); and
 - o Payment of **\$75,000** PAGA penalty (75% or \$56,250 to the LWDA). (¶3.2.5)
- Defendants will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- There is no claim form requirement. (¶3.1)
 - Plaintiffs shall release Defendants from claims described in the Settlement.

At final approval, the Court will rule on the reasonableness of requested fees, litigation expenses, enhancement payments, and administration costs.

The Parties’ Motion for Final Approval of Class Action Settlement must be filed by

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

24STCV23019

**IVAN RAMIREZ vs J & J SNACK FOODS CORP. OF
CALIFORNIA**

September 3, 2026

8:30 AM

Judge: Honorable Elaine Lu

Judicial Assistant: Alexandra Leong

Courtroom Assistant: Marcela Tavakoli

CSR: None

ERM: None

Deputy Sheriff: None

January 6, 2027 and will be heard on **February 17, 2027 at 8:30 am.** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

A Non-Appearance Case Review is set for **January 13, 2027, 8:30 a.m.**, Department 9 re filing of Motion for Final Approval of Class Action Settlement.

*** end of ruling

Non-Appearance Case Review Re: Filing of Motion for Final Approval of Class Action Settlement is scheduled for 01/13/2027 at 08:30 AM in Department 9 at Spring Street Courthouse.

Hearing on Motion for Final Approval of Settlement is scheduled for 02/17/2027 at 08:30 AM in Department 9 at Spring Street Courthouse.

The clerk hereby gives notice.

Certificate of Service is attached.