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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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

LETICIA ISABEL SANDOVAL, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

GRAZIE MILLE FOODS, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendant.

Case No.: CVRI2301002
Assigned to: Hon. Harold Hopp, Dept. 1

Complaint filed: February 28, 2023
FAC filed: April 28, 2025
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

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

FINAL APPROVAL HEARING

Date: March 30, 2026
Time: 8:30 a.m.
Dept.: 1

1 On or around November 17, 2025, this Court issued an Order Granting Plaintiff’s Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Leticia Isabel Sandoval (a “Plaintiff”
3 or “Class Representative”) now seeks an order granting final approval of the Class Action and
4 PAGA Settlement Agreement and Class Notice (the “Settlement” or “Settlement Agreement”) for
5 the amount of \$376,481.02 (the “Gross Settlement Amount”) between Plaintiff and Defendant
6 Grazie Mille Foods, Inc. (“Defendant” and together with Plaintiff, the “Parties”). A true and
7 correct copy of the Settlement Agreement is attached to the Declaration of Lucy Nguyen in Support
8 of Plaintiff’s Motion for Final Approval of Class Action Settlement (the “Class Counsel
9 Declaration”) as **Exhibit 1** submitted concurrently with Plaintiff’s Motion for Final Approval of
10 Class Action Settlement (the “Motion”) on February 27, 2026.

11 Due and adequate notice having been given to the Class (as defined below), and the Court
12 having reviewed and considered the Settlement, the Motion, the supporting declarations and exhibits
13 thereto, all papers filed and proceedings had herein, and the absence of any written objections
14 received regarding the Settlement, and having reviewed the record in this action, and good cause
15 appearing therefor,

16 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

17 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
18 Settlement filed in this case (hereinafter referred to as the “Action” or “Operative Complaint”).

19 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Class
20 Members, Defendant, and ILYM Group, Inc. (the “Administrator”).

21 3. The Court finds that the Settlement Agreement appears to be fair, just, adequate, and
22 reasonable and therefore meets the requirements for final approval. The Court grants final approval
23 of the Settlement and the Class based upon the terms set forth in the Settlement Agreement.

24 4. Solely for purposes of effectuating the Settlement, the Court finally certified the
25 following class – all persons currently or formerly directly employed as non-exempt employees
26 in California by Defendant at any time during the Class Period (defined below) who do not
27 timely and validly exclude themselves from the Class in compliance with the exclusion
28 procedures set forth in this Settlement (each “Class Member(s)” and collectively the “Class”).

1 5. The Court hereby confirms Tyler Woods, Alan Wilcox, Lucy Nguyen and Conor
2 Gomez of Wilshire Law Firm, PLC as “Class Counsel”.

3 6. From the Gross Settlement Amount, Class Counsel is awarded attorneys’ fees of
4 \$125,493.67 (the “Class Counsel Fees Payment”) and a separate award of \$13,725.48 (the “Class
5 Counsel Litigation Expenses Payment”) for their reasonable costs incurred in the Action. These
6 payments shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
7 the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment are reasonable in
8 light of the benefit provided to the Class.

9 7. The Court approves payment to Plaintiff in the amount of \$7,500.00 for her service
10 as Class Representative and for her agreement to release her individual claims (the “Class
11 Representative Service Payment”).

12 8. Upon Defendant fully funding the Settlement as described in this Agreement, all
13 Participating Class Members (as defined in the Settlement Agreement), on behalf of themselves
14 and their respective former and present representatives, agents, attorneys, heirs, administrators,
15 successors, and assigns, release Released Parties from any and all claims asserted or that could
16 have been asserted based on the facts pled in the operative complaints, including but not limited
17 to, state wage and hour claims for any and all violations of California's Labor Code and Unfair
18 Competition Law based on Defendant's failure to pay for all hours worked (including minimum,
19 straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit
20 rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized
21 wage statements, and failure to indemnify employees for expenditures based on the alleged Labor
22 Code violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts
23 recoverable under said causes of action under California law, to the extent permissible, including,
24 but not limited to, the California Labor Code and the applicable Wage Orders. Except as set forth
25 in Section 5.3 of this Agreement, Participating Class Members do not release any other claims,
26 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
27 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or
28 claims based on facts occurring outside the Class Period. This release will be deemed effective on

1 the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer
2 payroll taxes owed on the Wage Portion of the Individual Class Payments.

3 9. Class Period means the period from March 1, 2020 to September 1, 2024.

4 10. Upon Defendant fully funding the Settlement as described in this Agreement, all
5 Aggrieved Employees (as defined in the Settlement Agreement) are deemed to release, on behalf
6 of themselves and their respective former and present representatives, agents, attorneys, heirs,
7 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
8 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated
9 in the Operative Complaint and the PAGA Notice, including any and all claims involving any
10 alleged failure to pay minimum wages or overtime, failure to provide meal and rest periods, failure
11 to provide accurate wage statements, failure to pay all wages due at separation, and failure to
12 reimburse business expenses, including Labor Code sections 201, 202, 203, 210, 216, 223, 225.5,
13 226, 226.3, 226.7, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194,
14 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 during the PAGA Period. Aggrieved
15 Employees only release these claims for the duration of the PAGA Period.

16 11. PAGA Period means the period from March 9, 2022 to September 1, 2024.

17 12. Upon final approval of the Settlement by the Court, Participating Class Members will
18 release the aforementioned claims against all Released Parties.

19 13. The Parties shall bear their own respective attorneys' fees and costs, except as
20 otherwise provided for in the Settlement and approved by the Court.

21 14. As of filing this motion, no Class Member has objected to the terms of the Settlement.

22 15. As of filing this motion, no Class Member has requested exclusion from the
23 Settlement.

24 16. The notice that the Administrator provided to the Class (the "Class Notice") conforms
25 with the requirements of California Rules of Court, Rules 3.766 and 3.769, and constitutes the best
26 notice practicable under the circumstances, by providing individual notice to all Class Members who
27 could be identified through reasonable effort, and by providing due and adequate notice of the
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1 proceedings and of the matters set forth therein to the Class Members. The Class Notice fully
2 satisfies the requirements of due process.

3 17. The Court finds the Gross Settlement Amount, the Net Settlement Amount (as
4 defined in the Settlement Agreement), and the methodology used to calculate and pay each
5 Participating Class Member's Individual Class Payment (as defined in the Settlement Agreement)
6 are fair, just, reasonable and adequate. The Court authorizes the Settlement Administrator to pay the
7 Net Settlement Payments to the Participating Class Members in accordance with the terms of the
8 Settlement.

9 18. Defendant shall pay the Gross Settlement Amount to resolve this Action and to
10 separately pay any and all employer payroll taxes owed on the wage portions of the Individual Class
11 Payments.

12 19. From the Gross Settlement Amount, \$9,650.00 shall be paid to the Administrator.

13 20. From the Gross Settlement Amount, PAGA Penalties in the amount of \$10,000.00
14 (the "PAGA Penalties") with 75% (\$7,500.00) allocated to the LWDA (the "LWDA PAGA
15 Payment") and 25% (\$2,500.00) allocated to the PAGA Members (as defined in the Settlement
16 Agreement) (the "Individual PAGA Payments").

17 21. On any envelope transmitting a settlement distribution to a Class Member, the
18 Administrator shall print "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

19 22. Pursuant to paragraph 4.4.1 of the Settlement Agreement, Settlement distribution
20 checks shall be negotiable for 180 days from the date of mailing of those checks.

21 23. The Administrator shall mail a reminder postcard to any Class Member whose
22 settlement distribution check has not been negotiated within 60 days after the date of mailing.

23 24. If (i) any of the Class Members are current employees of Defendant, (ii) the
24 distribution mailed to those employees is returned to the Administrator as being undeliverable, and
25 (iii) the Administrator is unable to locate a valid mailing address, the Administrator shall arrange
26 with the Defendant to have those distributions delivered to the employees at their place of
27 employment.
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