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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

JUN 18 2025

BY   
VALERIE URUENA, DEPUTY

Attorneys for Plaintiffs MARISELA MARTINEZ  
DE ORNELAS on behalf of herself and others  
similarly situated

[Additional counsel on following page]

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO**

MARISELA MARTINEZ DE ORNELAS  
and MARGARITA URRUTIA, on behalf of  
themselves and all others similarly situated,

Plaintiff,

v.

MAGNOLIA FOODS LLC, a California  
limited liability company; and DOES 1 to 10,  
inclusive,

Defendant

CASE NO. CIV SB 2308953

Assigned to Hon. Christian Towns  
Department S-26

**CLASS ACTION**

**~~PROPOSED~~ ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND FINAL JUDGMENT**

Complaint filed March 29, 2023

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21 Attorneys for Plaintiffs MARISELA MARTINEZ  
22 DE ORNELAS and MARGARITA URRUTIA,  
23 on behalf of themselves and others similarly situated  
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1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiffs  
3 MARISELA MARTINEZ DE ORNELAS and MARGARITA URRUTIA ("Plaintiffs") against  
4 Defendant MAGNOLIA FOODS, LLC, a California corporation ("Defendant"). The Motion for Final  
5 Approval of Class Action Settlement came before this Court on June 3, 2025.

6 **WHEREAS**, the Court granted preliminary approval of the Joint Stipulation of Class Action  
7 Settlement and Release of Claims ("Settlement" or "Settlement Agreement") on February 7, 2025.

8 **WHEREAS**, Plaintiffs have applied to the Court for an order granting final approval of the  
9 Settlement Agreement.

10 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed  
11 Settlement and for entry of an order of final approval and entry of final judgment thereon. The Court has  
12 read and considered Plaintiff's Motion for Final Approval of Class Action Settlement; Motion for  
13 Approval of Approval of Attorneys' Fees and Costs; the Declarations of Marcus Bradley, Paul Haines,  
14 Marisela Martinez De Ornelas, Margaret Urrutia, and Cassandra Polites of ILYM Group; and the  
15 supporting documents annexed thereto.

16 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,**  
17 **ADJUDGED, AND DECREED:**

18 1. The Court has personal jurisdiction over all Class Members and that the Court has subject  
19 matter jurisdiction to approve the Settlement;

20 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and in  
21 compliance with California Code of Civil Procedure, the California and United States Constitutions  
22 (including the due process clauses), the California Rules of Court and any other applicable law, and in  
23 the best interest of each of the Parties and the Class members and is hereby finally approved in all  
24 respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described in the  
26 Settlement Agreement according to its terms and provisions.

27 4. The Settlement Agreement is binding on Plaintiffs and all other Settlement Class  
28 Members, except those who timely and properly filed Requests for Exclusions, as well as their heirs,

1 executors, and administrators, successors, and assigns.

2 5. As of May 29, 2025, there have been no exclusions.

3 6. It is ordered that the Class is certified for settlement purposes only. The Court finds that  
4 an ascertainable class exists and a well-defined community of interest exists in the questions of law and  
5 fact involved because in the context of the Settlement: (i) there are questions of law and fact common to  
6 the Class which, as to the Settlement and all related matters, predominate over any individual questions;  
7 (ii) the Claims of Plaintiffs are typical of the Claims of the Class; and (iii) in negotiating, entering into  
8 and implementing the Settlement, Plaintiffs and Plaintiffs' Attorneys have fairly and adequately  
9 represented and protected the interest of the Class.

10 7. The Court finds that the Notice and notice methodology implemented pursuant to this  
11 Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably  
12 calculated, under the circumstances, to apprise the Class of the pendency of the Action, their right to  
13 object to or exclude themselves from the proposed Settlement and their right to appear at the Final  
14 Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all  
15 persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of Civil  
16 Procedure, the California and United States Constitution (including the Due Process Clause), the  
17 California Rules of Court and any other applicable law.

18 8. The Class is hereby made final. The Class is defined as: Plaintiffs and all non-exempt  
19 employees who worked for Defendant in California from March 29, 2019 through March 15, 2024.

20 9. "Aggrieved Employees" is defined as: All individuals who worked for Defendant in  
21 California as non-exempt employees from March 29, 2022 through March 15, 2024.

22 10. The "Class Period" is the period from March 29, 2022 through March 15, 2024.

23 11. The "PAGA Period" means the period from March 29, 2022 through March 15, 2024.

24 12. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,  
25 Plaintiffs shall release all claims against Defendant and any of its former and present parents, subsidiaries,  
26 affiliates, owners, insurers, insurance policies, and benefit plans; each of the former and present officers,  
27 directors, employees, equity holders (including, without limitation, partners, shareholders, holders of  
28 membership interests, or any other person or entity with an interest in or obligation regarding Defendants'

1 assets or liabilities), agents, representatives, administrators, fiduciaries, and attorneys of the entities and  
2 plans described in this sentence; and any other predecessors, successors, transferees, and assigns of each  
3 of the persons and entities described in this sentence ("Released Parties") as outlined in the Settlement  
4 Agreement.

5 13. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,  
6 Plaintiffs and the Participating Class All Participating Class Members, on behalf of themselves and their  
7 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and  
8 assigns, shall release Released Parties from all claims that were alleged, or reasonably could have been  
9 alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course  
10 of the Action, including but not limited to, failure to pay wages including minimum wages and overtime,  
11 failure to provide meal and rest periods, waiting time penalties, failure to provide accurate itemized wage  
12 statements, unfair competition based on these claims, and other associated penalties. This release shall  
13 apply to claims arising during the Class Period. Except as set forth in Section 5.3 of this Agreement,  
14 Participating Class Members, other than the Class Representatives, do not release any other claims,  
15 including claims for vested benefits, wrongful termination, violation of the Fair Employment and  
16 Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims  
17 based on facts occurring outside the Class Period.

18 14. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,  
19 Plaintiffs and All Non-Participating Class Members and Participating Class Members who are Aggrieved  
20 Employees are deemed to release, on behalf of themselves and their respective former and present  
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties  
22 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on  
23 the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and/or ascertained in the  
24 course of the Action. This release shall apply to claims arising during the PAGA Period.

25 15. The Gross Settlement Amount is six-hundred and seventy thousand dollars and zero cents  
26 (\$670,000.00). The Net Settlement Amount shall be determined according to the terms of the Settlement  
27 Agreement.

28 16. The Court orders the calculations and the payments to be made and administered in

1 accordance with the terms of the Settlement Agreement.

2 17. The Court hereby finds that Plaintiffs and Class Counsel adequately represented the  
3 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby  
4 confirms Bradley/Grombacher LLP as Class Counsel in this Action.

5 18. The Court hereby finds the unopposed application of Class Counsel for a costs and  
6 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light of all  
7 the circumstances and is hereby granted. Of the Gross Settlement Amount, \$223,311.00 shall be paid for  
8 attorney fees and \$25,000.00 shall be paid for litigation costs.

9 19. The unopposed application of Class Counsel for a Class Representative Service Payment  
10 is hereby granted. Of the Gross Settlement Amount, \$10,000.00 as Class Representative Service  
11 Payments shall be allocated to each the Named Plaintiffs Marisela Matinez De Ornelas and Margarita  
12 Urrutia.

13 20. The unopposed application of Class Counsel for claims administration fees to ILYM  
14 Group is hereby granted. Of the Gross Settlement Amount, \$7,350.00 shall be paid for settlement  
15 administration fees.

16 21. The Court approves the PAGA Penalties in the amount of \$20,000.00. The Court approves  
17 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$15,000.00. The Court  
18 further directs that the remaining 25% of the PAGA Penalties, in the amount of \$5,000.00 shall be  
19 allocated to the Aggrieved Employees according to the terms of the Settlement Agreement.

20 22. If a Participating Class Member does not cash his or her settlement check within 180 days,  
21 the uncashed funds shall be transmitted by the Settlement Administrator to the California Controller's  
22 Unclaimed Property Fund..

23 23. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or  
24 for any other charge, expense, or liability, except as provided for in the Settlement Agreement.

25 24. The Parties are authorized, without further approval from the Court, to agree to and to  
26 adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto  
27 as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members  
28 under the Stipulation.

1           25. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall  
2 retain continuing jurisdiction over the Actions, the Parties, and the Class, as well as the administration  
3 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.  
4 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over  
5 the Actions, the Parties, and the Class, as well as the administration and enforcement of the Settlement.  
6 Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or  
7 implementation of the Settlement shall be presented by motion to the Court; provided however, that  
8 nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement  
9 pursuant to the terms of the Settlement Agreement.

10           26. This Final Order shall constitute a final judgment.

11           27. The Court hereby dismisses the action (including all individual claims and Released  
12 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in the  
13 Settlement Agreement.

14           28. A compliance hearing is set to be held on June 3, 2026 at 8:30 a.m. in Department 26 of  
15 the San Bernardino County Superior Court.

16           **IT IS SO ORDERED.**

17  
18 Dated: 6/18, 2025

19 C. Towns  
HON. CHRISTIAN TOWNS  
JUDGE OF THE SAN BERNARDINO SUPERIOR COURT