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10 Attorneys for Plaintiffs BLANCA CATANO
11 and SILVIA URBIETA, individually, and on
12 behalf of others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

BLANCA CATANO and SILVIA URBIETA,
individually, and on behalf of others similarly
situated

Plaintiffs,

vs.

COMPASS FOODS, INC., a corporation;
AVITEK RECRUIT, INC., a corporation;
HUMAN BEES, INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants

Electronically Filed
6/4/2025
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Alecsondra McDonald, Deputy

Case No. CV-21-001610

[Assigned to the Honorable John D. Freeland,
Dept. 23]

~~[REVISED PROPOSED]~~ ORDER AND
JUDGMENT GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT

Hearing Date: May 13, 2025
Hearing Time: 8:30 a.m.
Department: 23

Complaint: March 25, 2021
Trial Date: None Set

~~PROPOSED~~ ORDER AND JUDGMENT

The Motion for Final Approval of Class and Representative Action Settlement (“Motion”) filed by Plaintiffs Blanca Catano and Silvia Urbieto (“Plaintiffs”) in this Action came before this Court at a regularly scheduled hearing on May 13, 2025 at 8:30 a.m. Having reviewed Plaintiffs’ Motion, the Declaration of Dalia Khalili and exhibits thereto, including the Stipulation of Class Action and Representative Action Settlement and Release (“Settlement Agreement”), the Declaration of Plaintiff Blanca Catano, the Declaration of Plaintiff Silvia Urbieto, and the Declaration of Tim Cunningham on behalf of CPT Group, Inc., and for good cause appearing, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement Agreement.

2. The Court finds that the Settlement was made and entered into in good faith, it is fair, reasonable, and adequate, and it satisfies the standards for final approval under California law. Civil Code § 1781; Code Civ. Proc. § 382; Cal. Rules of Ct., rule 3.769.

3. Solely for purposes of effectuating the Settlement, the Court has certified the following Class: (1) all non-exempt persons employed directly by Compass Foods, Inc. (“Compass”) in California from March 25, 2017 through September 16, 2023; and (2) all non-exempt persons employed by Human Bees, Inc. and/or Avitek Recruit, Inc. in California and assigned to work at Compass’s facility at any time from March 25, 2017 through September 16, 2023

4. In accordance with the Settlement Agreement, Judgment shall be entered in this Action in the amount of \$700,000.00 plus Defendants’ share of payroll taxes and withholdings which shall be paid separately from and in addition to this Maximum Settlement Amount.

5. The Court approves attorneys’ fees to Matern Law Group, PC in the amount of \$233,333.33, representing one-third of the Gross Settlement Amount, and litigation costs in the amount of \$43,569.81.

6. The Court approves the PAGA Penalties of \$20,000.00 with 75% payable to the Labor and Workforce Development Agency (“LWDA”) and 25% disbursed among the Aggrieved Employees.

1 7. The Court approves the Class Representative Service Payments to Plaintiffs Catano and
2 Urbietta in the amount of \$10,000.00 each for a total of \$20,000.00;

3 8. The Court approves the Administrative Costs to CPT Group, Inc. in the amount of
4 \$12,500.00.

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

12 10. The Court finds that zero Class Members have objected to the Settlement.

13 11. The Court finds that zero Class Members have submitted a valid request for exclusion.

14 12. Within thirty (30) days of the Effective Date, Defendants shall deposit the Maximum
15 Settlement Amount in the Qualified Settlement Fund. The “Effective Date” means the date when all of
16 the following events have occurred: (1) the Stipulation of Settlement has been executed by all Parties,
17 Class Counsel, and Defendants’ Counsel; (2) the Court has given preliminary approval to the
18 Stipulation of Settlement; (3) the Notice of Class Action Settlement has been given to the putative
19 members of the Settlement Class, providing them with an opportunity to object to the terms of this
20 Stipulation of Settlement or opt out of the settlement; (4) the Court has held a formal fairness hearing
21 and entered a final Order and Judgment certifying the Settlement Class, dismissing the Action with
22 prejudice, and approving the Stipulation of Settlement; (5) 65 calendar days have passed since the
23 Court has entered a final Order and Judgment certifying the Settlement Class, dismissing the Action
24 with prejudice, and approving the Stipulation of Settlement; and (6) either (i) five business days after
25 the period for filing any appeal, writ or other appellate proceeding opposing the Court’s Entry of
26 Judgment has elapsed without any appeal, writ or other appellate proceeding having been filed; or (ii)
27 if any appeal, writ or other appellate proceeding opposing or seeking to vacate the Court’s Judgment
28 or final Order approving the Stipulation of Settlement has been filed, five business days after any

1 appeal, writ or other appellate proceedings opposing the Stipulation of Settlement or seeking to vacate
2 the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or
3 relief.

4 13. Within fourteen (14) days after Defendants fund the Maximum Settlement Amount, the
5 Settlement Administrator shall disburse the following amounts from the Maximums Settlement
6 Amount of \$700,000.00:

- 7 a. \$233,333.33 for attorneys' fees (one-third of the Maximum Settlement Amount)
8 payable to Matern Law Group, PC;
9 b. \$43,569.81 for litigation costs payable to Matern Law Group, PC;
10 c. \$15,000.00 (75% of \$20,000.00 PAGA Payment) payable to the LWDA;
11 d. \$10,000.00 payable to Plaintiff Catano and \$10,000.00 payable to Plaintiff
12 Urbietta for the Class Representative Enhancement Awards;
13 e. \$12,500.00 payable to CPT Group for administrative expenses; and
14 f. The remaining amount shall be distributed as set forth in the Settlement
15 Agreement.

16 14. After 180 days from the mailing, the amount of any Individual Settlement Payment and
17 Individual PAGA Payment check that has not been cashed will be transmitted by the Settlement
18 Administrator to the California Controller's Office Unclaimed Property Fund.

19 15. Upon the funding of the Maximum Settlement Amount, and conditioned upon
20 satisfaction of the Parties' obligations under the Settlement Agreement, Plaintiffs and all Participating
21 Class Members will be deemed to have released the Released Class Claims against the Released
22 Parties, and Plaintiffs and all PAGA Members will be deemed to have released the Released PAGA
23 Claims and will be barred from bringing or presenting any of the Released PAGA Claims against the
24 Released Parties. No PAGA Member may pursue the Released PAGA Claims in an individual or
25 representative capacity in another action.

26 16. "Released Class Claims" means any and all claims arising during the Class Period
27 under state, federal or local law, whether statutory, common law or administrative law, alleged in the
28 operative complaint in the Action, or that could have been alleged based on the factual allegations in

the operative complaint in the Action, including: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to Timely Pay All Wages Earned; (7) Failure to Maintain Required Records; (8) Failure to Furnish Accurate Itemized Wage Statements; (9) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; and (10) Unfair and Unlawful Business Practices, including but not limited to including, but not limited to, claims for injunctive relief; punitive damages; liquidated damages; penalties; interest; fees; costs; and all other claims and allegations made or which could have been made based on the allegations in the operative complaint. The Released Class Claims do not include any claims for civil penalties under PAGA.

17. “Released PAGA Claims” means any and all claims arising during the PAGA Period for civil penalties under Labor Code 2698 *et seq.* that were or could have been asserted in the Action based on the factual allegations in the operative complaint in the Action and in the PAGA notice letter, including claims for civil penalties under PAGA for alleged violations of Labor Code §§ 200, 201, 202, 203, 204, 210, 218.6, 221, 223, 224, 225.5, 225, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 199, and 2802.

18. Pursuant to California Rule of Court 3.769(h) and Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties, all matters arising out of, or related to the Action, the Settlement, the Settlement Agreement, its administration and consummation and the determination of all controversies relating thereto, to enforce the terms of this Judgment.

19. The Settlement Administrator will post notice of this Judgment on its website within 10 court days after entry of this Judgment.

20. This Judgment is intended to be a final disposition of the Action in its entirety, and is intended to be immediately appealable.

21. In accordance with the provisions of Code of Civil procedure s 384, the Court sets a compliance hearing for **March 13, 2026 at 8:30 a.m. in Department 23** to confirm full administration of the Settlement. Class Counsel shall submit a compliance report no later than 5 court days before the

1 date of the hearing, which shall include the total amount that was actually paid to the class members
2 pursuant to the Settlement.

3 IT IS SO ORDERED AND ADJUDICATED.

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5 DATED: 6/3/2025


6 HON. JOHN D. FREELAND
7 Judge of the Superior Court
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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 2101 E. El Segundo Boulevard, Suite 403, El Segundo, California 90245.

On May 13, 2025, I served the following documents:

[REVISED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Alicia Belock, Esq. William (Geoffrey) Anderson, Esq. BUCHALTER 655 West Broadway, Suite 1600 San Diego, CA 92101 Telephone: (619) 219-5335 E-mail: abelock@buchalter.com wanderson@buchalter.com jpanlasigui@buchalter.com	Attorneys for Defendant HUMAN BEES, INC. f/k/a AVITEK RECRUIT, INC.
Peter P. Woo, Esq. JACKSON LEWIS P.C. 200 Spectrum Center Drive, Suite 500 Irvine, CA 92618 Telephone: (949) 885-1360 Facsimile: (949) 885-1380 Email: Peter.Woo@jacksonlewis.com	Attorney for Defendant COMPASS FOODS, INC.
Liam N. Gaarder-Feingold, Esq. JACKSON LEWIS P.C. 50 California Street, 9th Floor San Francisco, CA 94111 Telephone: (916) 341-0404 Facsimile: (916) 341-0141 Email: Liam.GaarderFeingold@jacksonlewis.com	Attorneys for Defendant COMPASS FOODS, INC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 13, 2025 at El Segundo, California.



Hannah Ahn