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

VANESSA GARCIA, LUCRECIA
MENDOZA-RAMIREZ, ESTATE OF CESAR
MENDOZA, SILVESTRE GARIBAY LEMUS,
and JUAN G DE LEON, individually, on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiffs,

vs.

CENTRAL VALLEY CHEESE, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CV-21-004756

CLASS & REPRESENTATIVE ACTION

Assigned for all purposes to:
Hon. John Freeland
Dept. 23

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

FINAL APPROVAL HEARING

Date: March 18, 2026
Time: 8:30 a.m.
Dept.: 23

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and JUAN G DE LEON

1 This matter came on for hearing on March 18, 2026 at 8:30 a.m., in Department 23 of the
2 above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement
3 pursuant to California Rules of Court, Rule 3.769. On October 29, 2025, this Court issued an
4 Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA
5 Settlement. Plaintiffs Vanessa Garcia, Lucrecia Mendoza-Ramirez, Estate of Cesar Mendoza,
6 Silvestre Garibay Lemus, and Juan G. De Leon (“Plaintiffs”) now seek an order granting final
7 approval of the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement”),
8 a copy of which is attached to the Declaration of Dalia Khalili in Support of Plaintiffs’ Motion
9 for Preliminary Approval of Class Action and PAGA Settlement as Exhibit A.

10 Having received and considered the Settlement, the supporting papers filed by the
11 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
12 of Class Action and PAGA Settlement granted on October 29, 2025, and the instant Motion for
13 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the
14 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

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

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

27 3. With respect to the Class and for purposes of approving this Settlement only, this Court
28 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that

1 joinder of all members is impracticable; (b) there are questions of law or fact common to the class
2 and a well-defined community of interest among members of the Class with respect to the subject
3 matter of the action; (c) the claims of Class Representatives Vanessa Garcia, Lucrecia Mendoza-
4 Ramirez, Estate of Cesar Mendoza, Silvestre Garibay Lemus, and Juan G. De Leon are typical of
5 the claims of the Class Members; (d) the Class Representatives have fairly and adequately
6 protected the interests of the Class; (e) a class action is superior to other available methods for an
7 efficient adjudication of this controversy; and (f) counsel of record for the Class Representatives
8 are qualified to serve as Class Counsel.

9 4. The Court has certified a Class for settlement purposes only, defined as all current and
10 former non-exempt employees of CVC who worked for CVC at its facility in Turlock, California
11 at any time during the period from August 31, 2017 through September 13, 2023 (“Class Period”).
12 “Class” expressly excludes current and former non-exempt employees who worked for Karoun
13 Dairies, LLC (“Karoun”) and Lactalis American Group, Inc. (“LAG”). The Court deems this
14 definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

15 5. The Court hereby confirms Benjamin H. Haber, Arrash T. Fattahi, Lisa B. Iturriaga,
16 and Arman A. Salehi of Wilshire Law Firm, PLC, Matthew J. Matern, Dalia Khalili, and Julia Z.
17 Wells of Matern Law Group, PC, and James R. Hawkins and Greg Mauro of James Hawkins APLC
18 as Class Counsel.

19 6. The Court hereby confirms Plaintiffs as the Class Representatives.

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

1 8. The Court hereby approves that Defendant Central Valley Cheese, Inc. (“Defendant” or
2 “CVC”) (collectively, with Plaintiffs, the “Parties”) shall pay a total of \$1,275,000.00 to resolve
3 this litigation.

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

8 10. From the Settlement Amount, the Court finds and determines that payment of
9 \$50,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
10 Workforce Development Agency will receive 75% (\$37,500.00), and the remaining 25%
11 (\$12,500.00) will be distributed to Aggrieved Employees (defined as all current and former non-
12 exempt employees of CVC that worked for CVC in Turlock, California at any time during the
13 period from May 28, 2020 through September 13, 2023 (“PAGA Period”). “Aggrieved Employees”
14 expressly excludes current and former non-exempt employees who worked for Karoun and LAG.
15 The Court hereby grants final approval to and orders the payment of the amount in accordance
16 with the Settlement.

17 11. From the Settlement Amount, the Court finds and determines the Class Representatives
18 Enhancement Awards of \$10,000.00 to each named Plaintiff (\$50,000.00 total) are fair and
19 reasonable. The Court hereby grants final approval to and orders the payment of that amount to be
20 paid to the named Plaintiffs for their service as class representatives and for their agreement to
21 release claims.

22 12. From the Settlement Amount, the Court finds and determines that the fees and
23 expenses in administering the Settlement incurred by ILYM Group, Inc. (“ILYM”) in the amount
24 of \$12,500.00 are fair and reasonable. The Court hereby grants final approval to and orders the
25 payment of that amount in accordance with the Settlement.

26 13. From the Settlement Amount, the Court hereby awards Class Counsel attorneys’ fees
27 in the amount of \$425,000.00 and litigation costs in the amount of \$35,000.00. The Court hereby
28

1 grants final approval to and orders the payment of those amounts in accordance with the
2 Settlement.

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

6 15. Defendant shall not have any further liability for costs, expenses, interest, attorneys'
7 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

8 16. Neither the making of this Settlement nor the entry into the Settlement constitutes an
9 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of
10 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
11 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
12 to carry out the terms of the Settlement be construed as an admission or concession by or against
13 Defendant.

14 17. Upon completion of administration of the Settlement, the Settlement Administrator will
15 provide written certification of such completion to the Court, which shall be filed with the Court
16 seven (7) days before the non-appearance compliance hearing set for **March 18, 2027 at 8:30 a.m.**

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

20 19. Pursuant to Section 2.9 of the Settlement and this Court's October 21, 2024 Order on
21 the Joint Stipulation between Plaintiff Vanessa Garcia and CVC:

22 a. The stay in the matter of *Lucrecia Mendoza-Ramirez v. Central Valley*
23 *Cheese, Inc., Karoun Dairies, Inc., Lactalis American Group, Inc. and Sorrento Lactalis, Inc.*
24 (Stanislaus County Superior Court, Case No. CV-21-004717), filed on August 27, 2021 (the
25 "Mendoza-Ramirez" matter) is hereby lifted and the claims by Plaintiff Lucrecia Mendoza-
26 Ramirez against CVC in the Mendoza-Ramirez matter are hereby dismissed **with prejudice**;

27 b. The claims by Plaintiff Lucrecia Mendoza-Ramirez against Karoun and
28 LAG in the Mendoza-Ramirez matter are hereby dismissed **without prejudice**;

1 c. The stay in the matter of *Cesar Mendoza, Silvestre Garibay Lemus, Juan G*
2 *De Leon v. Central Valley Cheese, Inc.* (Stanislaus County Superior Court, Case No. CV-22-
3 004417), filed on September 30, 2022 (the “Mendoza matter”) is hereby lifted and the claims by
4 Plaintiffs Estate of Cesar Mendoza, Silvestre Garibay Lemus, and Juan G. De Leon against CVC
5 in the Mendoza matter are hereby dismissed **with prejudice**; and

6 d. The Tolling Agreement between Plaintiff Lucrecia Mendoza-Ramirez and
7 Sorrento Lactalis, Inc. effective as of November 23, 2021 is hereby terminated as of the date of the
8 Court’s entry of this Order.

9 20. The Parties will bear their own costs and attorneys’ fees except as otherwise provided
10 by this Court’s Order awarding Class Counsels’ attorneys’ fees and litigation costs.

11 **IT IS SO ORDERED.**

12
13 Dated: _____

Honorable John Freeland
Judge of the Superior Court