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

OSCAR AGUILAR, individually, on behalf of
all others similarly situated, and on behalf of the
State of California and other aggrieved persons,

Plaintiff,

v.

AMERICAN PASTEURIZATION COMPANY,
LLC, a Limited Liability Company; and DOES 1
through 10, inclusive,

Defendants.

Case No. 34-2021-00312027-CU-OE-GDS

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Lauri A.
Damrell, Dept. 22]*

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

FINAL APPROVAL HEARING

Date: August 30, 2024
Time: 9:00 a.m.
Dept.: 22

1 On or around May 23, 2024, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiff Oscar Aguilar (“Plaintiff”) now seeks an order granting final
3 approval of Class Action and PAGA Settlement Agreement and Class Notice, along with the
4 Amendment to Class Action and PAGA Settlement Agreement and Class Notice and Second
5 Amendment to Class Action and PAGA Settlement Agreement and Class Notice (collectively, the
6 “Settlement”). A true and correct copy of the Class Action and PAGA Settlement Agreement and
7 Class Notice is attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for
8 Final Approval of Class Action Settlement as **Exhibit 1**. A true and correct copy of the Amendment
9 to Class Action and PAGA Settlement Agreement and Class Notice is attached to the Declaration of
10 Justin F. Marquez in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement as
11 **Exhibit 2**. A true and correct copy of the Second Amendment to Class Action and PAGA Settlement
12 Agreement and Class Notice is attached to the Declaration of Justin F. Marquez in Support of
13 Plaintiff’s Motion for Final Approval of Class Action Settlement as **Exhibit 3**.

14 Due and adequate notice having been given to the Class, and the Court having reviewed and
15 considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of Class
16 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
17 had herein, and the absence of any written objections received regarding the proposed settlement,
18 and having reviewed the record in this action, and good cause appearing therefor,

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

20 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
21 Settlement filed in this case.

22 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
23 Settlement Class Members, and Defendant American Pasteurization Company, LLC (“Defendant”).

24 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
25 reasonable and therefore meets the requirements for final approval. The Court grants final approval
26 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
27 Agreement, as attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for
28 Final Approval of Class Action Settlement as **Exhibit 1**, **Exhibit 2**, and **Exhibit 3**.

1 4. The Court finds that the Settlement appears to have been made and entered into in
2 good faith and hereby approves the settlement subject to the limitations on the requested fees and
3 enhancements as set forth below.

4 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
5 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
6 from all Released Claims as defined in the Settlement.

7 6. All class members who do not opt-out will release Defendant from any and all claims
8 asserted in the Operative Complaint, and any future amendments to the Operative Complaint,
9 including, but not limited to, state wage and hour claims for any and all violations of California's
10 Labor Code and Unfair Competition Law based on Defendant's failure to pay for all hours worked
11 (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to
12 authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish
13 accurate itemized wage statements, failure to indemnify employees for expenditure, civil penalties
14 under PAGA based on the alleged Labor Code violations, and all damages, interest, penalties,
15 attorneys' fees, costs, and other amounts recoverable under said causes of action under California
16 law, to the extent permissible, including, but not limited to, the California Labor Code and the
17 applicable Wage Order.

18 7. All Aggrieved Employees are deemed to release, on behalf of themselves and their
19 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
20 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably
21 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

22 8. As of the Effective Date, all members of the Settlement Class, except those that made
23 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
24 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
25 Released Parties for any of the Released Claims arising during the Settlement Period. No Class
26 Member has excluded themselves from the Settlement and no Class Member has objected to the
27 Settlement.

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

3 10. Solely for purposes of effectuating the settlement, the Court finally certified the
4 following Class: all persons employed by APC, whether directly or indirectly, in California, or
5 employed by the staffing agency IMKO Workforce Solutions ("IMKO") and assigned to work at
6 APC's Sacramento Plant in California, and classified as hourly-paid or non-exempt employees
7 during the Class Period.

8 11. No Class Members have objected to the terms of the Settlement.

9 12. The Notice provided to the Class conforms with the requirements of California Rules
10 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
11 providing individual notice to all Class Members who could be identified through reasonable effort,
12 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
13 the Class Members. The Notice fully satisfies the requirements of due process.

14 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
15 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
16 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
17 Payments to the Participating Class Members in accordance with the terms of the Settlement.

18 14. Defendants shall pay a total of \$505,000.00 to resolve this litigation and to separately
19 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

20 15. From the Gross Settlement Amount, \$7,500.00 shall be paid to the California Labor
21 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
22 the Settlement pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor
23 Code section 2698, *et seq.*

24 16. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff for his
25 service as class representative and for his agreement to release claims.

26 17. From the Gross Settlement Amount, \$17,500.00 shall be paid to the Settlement
27 Administrator, Apex Class Action ("Apex").

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1 18. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Maxim
2 Gorbunov of Wilshire Law Firm, PLC as Class Counsel.

3 19. From the Gross Settlement Amount, Class Counsel is awarded \$168,333.33 for their
4 reasonable attorneys' fees and \$20,544.57 for their reasonable costs incurred in the Action. The fees
5 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
6 the fees are reasonable in light of the benefit provided to the Class.

7 20. Notice of entry of this Final Approval Order and Judgment shall be given to Class
8 Members by posting a copy of the Final Approval Order and the Judgment on Apex's website for a
9 period of at least forty-five (45) calendar days after the date of entry of this Final Approval Order
10 and Judgment.

11 21. Without affecting the finality of this Order in any way, this Court retains continuing
12 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
13 to all Parties to this action, and their counsel of record.

14 22. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
15 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

16 **IT IS SO ORDERED.**

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18 DATE: _____

19 Hon. Lauri A. Damrell
20 Sacramento County Superior Court
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Aguilar v. American Pasteurization Company, LLC, et al.
34-2021-00312027-CU-OE-GDS

I, Rebecca Padilla, am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is rpadilla@wilshirelawfirm.com.

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(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed this **August 9, 2024**, at Los Angeles, California.


Rebecca Padilla