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D.LAW, INC.

Enoch J. Kim (SBN 261146)

c.kim@d.law

Arianna N. Razi (SBN 356930)

a.razi@d.law

250 N. Madison Ave., 2nd Floor

Pasadena, CA 91101

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

DAVID YEREMIAN & ASSOCIATES, INC.

David Yeremian (SBN 226337)

david@yercmianlaw.com

250 N. Madison Ave., 2nd Floor

Pasadena, CA 91101

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian, II (SBN 146621)

sahagii@aol.com

18250 Ventura Blvd.

Tarzana, CA 91356

Telephone: (818) 609-0807

Facsimile: (818) 609-0892

Attorneys for Plaintiffs JAVIER MARTINEZ and FERNANDO ROSADO,
on behalf of themselves and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

JAVIER MARTINEZ and FERNANDO
ROSADO, on behalf of themselves and
others similarly situated,

Plaintiffs,

v.

ECKERT COLD STORAGE COMPANY
dba ECKERT COLD STORAGE CO, a
California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-0011211

CLASS ACTION

Assigned for All Purposes To:

Hon: John Soldati

Dept.: 10D

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

Date: August 14, 2026

Time: 9:00 a.m.

Dept.: 10D

Original Complaint Filed: December 13, 2021

First Amended Complaint Filed: February 16, 2022

Trial Date: None Set

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

BY FAX

JUL 22 2026

ORDER

Plaintiffs Javier Martinez and Fernando Rosado ("Plaintiffs"), on behalf of themselves and other similarly situated employees of Defendant Eckert Cold Storage Company dba Eckert Cold Storage Co ("Defendant") (collectively, "the Parties"), filed a Motion for Final Approval of Class Action and PAGA Settlement Agreement ("Motion"). The Motion was set for hearing on August 14, 2026, at 9:00 a.m. in Department 10D of the San Joaquin County Superior Court located at 180 E. Weber Avenue, Stockton, CA 95202. The Court, having considered the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"), the Court Approved Notice of Class and PAGA Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Order shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of all non-exempt, hourly individuals that worked for Defendant in California during the Class Period, which is the period from December 13, 2017 through January 16, 2025.

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Settlement, the Court has jurisdiction over the subject matter of this proceeding and over all parties to this proceeding, including all Class Members. In addition, the Court has personal jurisdiction over all Class Members with respect to the Action and the Settlement.

4. Distribution of the Class Notice directed to the Class Members, as set forth in the Settlement Agreement, has been completed in conformity with the Court's March 6, 2026, Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement

1 Agreement ("Preliminary Approval Order"), including individual notice to all Class Members who
2 could be identified through reasonable effort, and was the best notice practicable under the
3 circumstances. The Class Notice provided due and adequate notice of the proceedings and of the
4 matters set forth in the Preliminary Approval Order, including the proposed Settlement as set forth
5 in the Settlement Agreement and fully satisfied the requirements of California law, the California
6 and United States Constitutions (including the Due Process Clause), the requirements of Code of
7 Civil Procedure § 382 and California Rules of Court rule 3.766, and any other applicable law. The
8 Class Notice also provided due and adequate notice to Class Members of their right to exclude
9 themselves from the Settlement, as well as their right to object to any aspect of the proposed
10 Settlement.

11 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
12 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
13 reference, the Court finds the Settlement was entered into in good faith and further finds that the
14 Settlement is fair, reasonable, and adequate, and in the best interests of the Class Members. Plaintiffs
15 have satisfied the standards and applicable requirements for final approval of this class action
16 Settlement under California law, including the provisions of California Code of Civil Procedure
17 section 382, California Rule of Court 3.769, and Federal Rule of Civil Procedure 23, approved for
18 use by the California state courts in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971).

19 6. The Court approves the Settlement as set forth in the Settlement Agreement and finds
20 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
21 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
22 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length
23 negotiations. In granting final approval of the Settlement Agreement, the Court considered the
24 nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement
25 proceeds among the Participating Class Members, and the fact that a settlement represents a
26 compromise of the Parties' respective positions rather than the result of a finding of liability at trial.
27 Additionally, the Court finds that the terms of the Settlement Agreement had no obvious deficiencies
28

1 and did not improperly grant preferential treatment to any individual Class Member. Accordingly,
2 the Court finds that the Settlement Agreement was entered into in good faith.

3 7. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
4 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
5 Plaintiffs, Participating Class Members, and Aggrieved Employees shall be bound by the releases
6 set forth in the Settlement Agreement.

7 8. No Class Member opted out from the Settlement, resulting in a total of 859
8 Participating Class Members.

9 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
10 admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations
11 alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of
12 any wrongdoing by Defendant or any of the other Released Parties.

13 10. The Court confirms D.Law, Inc., David Yeremian & Associates, Inc., and Law
14 Offices of Sahag Majarian II as Class Counsel and finds that Class Counsel has adequately
15 represented the Class for purposes of entering into and implementing the Settlement.

16 11. The Court finds the \$1,000,000.00 Gross Settlement Amount provided for under the
17 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund
18 the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the
19 following deductions from the Gross Settlement Amount: (1) \$333,333.33 for attorneys' fees to
20 Class Counsel; (2) \$35,424.77 for attorneys' costs to Class Counsel; (3) Class Representative
21 Service Payments of \$9,000.00 each to Plaintiffs Javier Martinez and Fernando Rosado (for a total
22 of \$18,000.00); (4) the PAGA Penalties of \$100,000.00 for claims asserted under California's
23 Private Attorneys General Act ("PAGA"), of which 75% will be payable to the California Labor and
24 Workforce Development Agency ("LWDA") and 25% will be payable to the Aggrieved Employees
25 on a *pro rata* basis; and (5) \$17,500.00 for the Administration Expenses Payment to Phoenix
26 Settlement Administrators ("Phoenix"). The Net Settlement Amount available for distribution to the
27 Class is approximately \$495,741.90.

28

1 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
2 set forth in Class Counsel's application, an award of attorneys' fees in the amount of \$333,333.33
3 and for costs and expenses in the amount of \$35,424.77 as final payment for and complete
4 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is
5 hereby granted. The Court finds that Class Counsel's request falls within the range of reasonableness
6 and that the result achieved justifies the award and that the requested expenses were reasonably
7 incurred. The payment of attorneys' fees and costs to Class Counsel shall be made from the Gross
8 Settlement Amount in accordance with the terms of the Settlement Agreement.

9 13. The Court approves the Class Representative Service Payments of \$9,000.00 each to
10 Plaintiffs Javier Martinez and Fernando Rosado (for a total of \$18,000.00) as fair and reasonable for
11 their service to the Class. The Class Representative Service Payments shall be made from the Gross
12 Settlement Amount in accordance with the terms of the Settlement Agreement.

13 14. The Court further approves the payment of \$17,500.00 to Phoenix Settlement
14 Administrators to cover the costs of administration as provided for in the Settlement Agreement.
15 The payment authorized by this paragraph shall be made in accordance with the terms of the
16 Settlement Agreement.

17 15. The Court also approves a payment of \$100,000.00 for claims asserted under PAGA
18 ("PAGA Penalties"), with 75% of the PAGA Payment (\$75,000.00) payable to the LWDA and the
19 other 25% (\$25,000.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the
20 Settlement Agreement). The PAGA Penalties are included in, and shall come from, the Gross
21 Settlement Amount. The PAGA Penalties shall be made from the Gross Settlement Amount in
22 accordance with the terms of the Settlement Agreement.

23 16. The Court finds the settlement payments from the Net Settlement Amount provided
24 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and
25 orders the calculations and the payments to be made and administered to the Participating Class
26 Members in accordance with the terms of the Settlement Agreement. The settlement payments
27 authorized by this paragraph shall be made in accordance with the terms of the Settlement
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1 Agreement. It is also ordered that, 180 days after the date of distribution of Individual Class
2 Payments and Individual PAGA Payments to Participating Class Members and Aggrieved
3 Employees, all funds from any uncashed checks remaining in the Net Settlement Amount shall be
4 distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property
5 Law, California Civil Code § 1500, *et seq.*, for the benefit of those Participating Class Members and
6 Aggrieved Employees who did not cash their checks until such time that they claim their property.

7 17. The Court shall examine the final accounting at a Compliance Hearing set on
8 Feb 22, 2028 at 8:45 a.m./p.m.

9 18. Defendant shall not be required to pay any additional amounts in connection with the
10 Settlement other than those amounts specifically set forth in the Settlement Agreement.

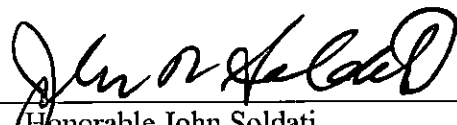
11 19. Without affecting the finality of the Settlement, this Final Approval Order, or Final
12 Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and
13 continuing jurisdiction over the above-captioned action and the Parties, including all Participating
14 Class Members, relating to the Action and the administration, consummation, enforcement and
15 interpretation of the Settlement Agreement, this Final Approval Order, and for any other necessary
16 purpose.

17 20. The final order shall constitute the final judgment.

18 21. There is no reason to delay the enforcement of this Final Approval Order and the
19 Final Judgment.

20 **IT IS SO ORDERED.**

21
22 Dated: Aug 14, 2026

23 
24 Honorable John Soldati
25 Judge of the Superior Court
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