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Attorneys for Plaintiff JESUS GALVAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

JESUS GALVAN, as an individual and on
behalf of all employees similarly situated,

Plaintiff,

v.

WESTERN SKY DAIRY, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendant.

Case No.: BCV-23-100992

[Assigned for all purposes to Hon. Thomas S.
Clark, Department 17]

**[PROPOSED] JUDGMENT FOLLOWING
ORDER GRANTING FINAL APPROVAL
OF CLASS AND PAGA REPRESENTATIVE
ACTION SETTLEMENT**

Date: September 9, 2024
Time: 8:30 a.m.
Courtroom: Dept. 17
Judge: Hon. Hon. Thomas S. Clark

Action Filed: March 30, 2023
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff JESUS GALVAN (“Plaintiff”) and WESTERN SKY DAIRY, LLC (“Defendant”)
3 reached terms of settlement for a putative class and PAGA representative action. On or about September
4 9, 2024, the Court issued an Order granting Plaintiff’s motion for final approval of a proposed class and
5 PAGA representative action settlement of the claims asserted against Defendant in this action (“Final
6 Approval Order”). The settlement is memorialized in the JOINT STIPULATION OF CLASS ACTION
7 AND PAGA ACTION SETTLEMENT (*see* Declaration of Lilit Tunyan In Support of Plaintiff’s Motion
8 for Final Approval of Class and PAGA Representative Action Settlement [Tunyan Decl.”], at Exh. 1).
9 The JOINT STIPULATION OF CLASS ACTION AND PAGA ACTION SETTLEMENT is referred to
10 herein as the “Settlement.”

11 The Court’s Final Approval Order is incorporated herein in its entirety. The Court now enters
12 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
13 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

14
15 **JUDGMENT**

16 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
17 entered whereby the Plaintiff, all Settlement Class Members, and all PAGA Employees shall take
18 nothing from Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

19 The Class Members are:

20 All non-exempt employees of Defendant who worked in California during the Class
21 Period (the “Class Period” is March 30, 2019 through April 24, 2024).

22 There were no objections and requests for exclusion submitted by Class Members.

23 The Court also defines the following “PAGA Employees” impacted by the proposed settlement
24 of PAGA claims:

25 All Class Members that worked at any time during the PAGA Period (the “PAGA
26 Period” is March 30, 2022 through April 24, 2024.)

27
28 Class action and PAGA Representative Action claims are released, pursuant to the terms of the

Settlement, as follows:

Upon the Final Approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid and timely Request for Exclusion as to claims other than the PAGA claim, will release claims as follows:

(a) Identity of Released Parties. The released parties are Defendant and any of its former, future, and present parent, subsidiary, affiliate, partners, joint ventures, assigns, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers and attorneys (collectively "Releasees").

(b) Date Release Becomes Effective. The Released Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of Final Approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

(c) Claims Released by Settlement Class Members. Unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), each and every Class Member, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, shall and do hereby forever release, discharge, and agree to hold harmless the hereby releases Releasees from the following claims for the entire Class Period:

1) any and all claims stated in the Plaintiff's First Amended Complaint, in Plaintiff's PAGA notice to the LWDA dated March 30, 2023, or that could have been stated based on the facts alleged in the First Amended Complaint or Plaintiff's PAGA notice to the LWDA, including but not limited to state wage and hour claims (including all claims under the California Labor Code and Industrial Welfare Commission Wage Orders) for: failure to provide required meal periods or pay meal period premiums in lieu thereof (including, but not limited to, first and second meal periods and alleged failures due to rounding, off-the-clock work, remaining on premises or on-duty during meal periods, untimely, short, interrupted, or otherwise non-compliant meal periods); failure to provide required rest periods or pay rest period premiums in lieu thereof (including, but not limited to, alleged failures due to rounding, off-the-clock work, remaining on premises or on-duty during rest periods, untimely, short, interrupted, or otherwise non-compliant rest periods); failure to pay overtime wages (including, but not limited to, alleged failures due to inaccurate calculation of wages, rounding, off-the-clock work, remaining on premises or on-duty during rest periods, untimely, short, interrupted, or otherwise non-compliant meal and rest periods); failure to pay minimum wages (including, but not limited to, alleged failures due to inaccurate calculation of wages, rounding,

1 or off-the-clock work); failure to pay all wages due to discharged and quitting
2 employees and related waiting time penalties; failure to maintain required
3 records (including, but not limited to, failure to maintain and furnish accurate
4 itemized wage statements); failure to indemnify employees for necessary
5 expenditures incurred in discharge of duties (including, but not limited to,
6 alleged failures to reimburse employees for personal cell phones, tools and
supplies, uniforms, and other travel expenses); unlawfully withholding wages;
interest, penalties, and attorneys' fees; and the related provisions of the Labor
Code and penalties under the Private Attorneys General Act sections 2698, et
seq., and violations of California Unfair Competition Law (Cal. Bus. & Prof.
Code §§ 17200, et seq.) ("Released Claims"),

7 2) in addition, as to all Class Members employed during the
8 Released PAGA Claims Period, whether requesting exclusion from the
Settlement or not, claims arising under the Private Attorneys General Act of
9 2004, Labor Code § 2698 et seq., to the extent asserted in Plaintiff's
10 administrative exhaustion letter submitted to the LWDA and the First Amended
Complaint in this matter, including, but not limited to, any and all claims for
11 PAGA penalties pursuant to the applicable Wage Orders and Labor Code §§
201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194,
1197, 1197.1, 1198 and 2802. (i.e., the Released PAGA Claims).

12 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final
13 Approval Order, according to the deadlines specified in the Settlement.

14 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
15 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff,
16 Settlement Class Members, and Defendant, for the purposes of:

- 17 (a) supervising the implementation, enforcement, construction, and interpretation of the
18 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
19 and the Judgment; and
20 (b) supervising distribution of amounts paid under this Settlement.

21
22 **IT IS SO ORDERED.**

23
24 Dated: _____

25 Hon. Thomas S. Clark
KERN COUNTY SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285
7 Glendale, CA 91203.

8 On the date indicated below, I served the document described as: **[PROPOSED] JUDGMENT**
9 **FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA**
10 **REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by
11 sending a true copy thereof to interested parties as follows and as stated on the attached service
12 list:

13 Vanessa Franco Chavez
14 vchavez@kleinlaw.com
15 Anna Burnbaum
16 aburnbaum@kleinlaw.com
17 VC_Admin
18 vc_admin@KleinLaw.com
19 Makala Reha
20 MReha@kleinlaw.com
21 **KLEIN, DENATALE, GOLDNER**
22 10000 Stockdale Highway, Suite 200
23 Bakersfield, CA 93311
24 Telephone: 661-395-1000
25 Facsimile: 661-326-0418

26 ***Attorneys for Defendant WESTERN SKY***
27 ***DAIRY, LLC***

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

☒ **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic
service, I caused the documents to be sent to the persons at the electronic service addresses listed
above via electronic mail. I did not receive an error message.

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

Executed on August 8, 2024, at Glendale, California.

Lilit Tunyan

Name



Signature

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