

1 MATERN LAW GROUP, PC
2 MATTHEW J. MATERN (SBN 159798)
3 mmattern@maternlawgroup.com
4 DALIA R. KHALILI (SBN 253840)
5 dkhalili@maternlawgroup.com
6 MATTHEW W. GORDON (SBN 267971)
7 mgordon@maternlawgroup.com
8 VANESSA M. RODRIGUEZ (SBN 316382)
9 vrodriguez@maternlawgroup.com
10 2101 E. El Segundo Boulevard, Suite 403
11 El Segundo, California 90245
12 Telephone: (310) 531-1900
13 Facsimile: (310) 531-1901

9 Attorneys for Plaintiff
10 ROSALBA GUZMAN-AYALA, individually,
11 and on behalf of others similarly situated

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF STANISLAUS

14
15 ROSALBA GUZMAN-AYALA, an
16 individual, on behalf of herself and all others
17 similarly situated,

18 Plaintiff,

19 vs.

20 STEWART & JASPER PROCESSING, a
21 California corporation; STEWART &
22 JASPER ORCHARDS, a California
23 corporation; STEWART & JASPER
24 MARKETING, INC., a California
25 corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: CV-23-004834

[Assigned for all purposes to the
Hon. John D. Freedland, Dept. 23]

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

Hearing Date: January 14, 2026
Hearing Time: 8:30 a.m.
Department: 23

Complaint Filed: August 24, 2023
Trial Date: None Set

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1. All defined terms contained herein shall have the same meanings as set forth in the Settlement.
2. The Court finds that the Settlement was made and entered into in good faith and hereby approves the Settlement as fair, adequate and reasonable to all Class Members.
3. Solely for purposes of effectuating the Settlement, the Court has certified a Class defined as:

4. In accordance with the Settlement Agreement, Judgment shall be entered in this Action in the amount of \$925,000.00 plus Defendants' share of payroll taxes and withholdings which shall be paid separately from and in addition to this Gross Settlement Amount.

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.

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[REVISÉ PROPOSÉ] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

1 amount of \$10,000.00.

2 8. The Court approves the Administrative Costs to Phoenix Settlement Administrators
3 in the amount of \$10,000.00.

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

11 10. The Court finds that zero (0) Class Members have objected to the Settlement.

12 11. The Court finds that zero (0) Class Members have submitted a request for
13 exclusion.

14 12. Defendants shall fund the Gross Settlement Amount, and also fund the amounts
15 necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the
16 Administrator as follows: Defendants shall pay \$600,000.00 sixty (60) days after the entry of
17 judgment and the remaining \$325,000.00 six (6) months after the first payment.

18 13. Within fourteen (14) days after Defendants fully fund the Gross Settlement
19 Amount, the Settlement Administrator shall disburse the following amounts from the Gross
20 Settlement Amount of \$925,000.00:

- 21 a. \$308,333.33 for attorneys' fees (one-third of the Gross Settlement Amount);
- 22 b. \$22,757.57 for litigation costs payable to Matern Law Group, PC;
- 23 c. \$15,000.00 (75% of \$20,000.00 PAGA Payment) payable to the LWDA;
- 24 d. \$10,000.00 payable to Plaintiff as a Class Representative Service Payment;
- 25 e. \$10,000.00 payable to Phoenix Settlement Administrators for administrative
26 expenses; and
- 27 f. The remaining amounts shall be distributed as set forth in the Settlement
28 Agreement.

1 14. After 180 days from the mailing, the amount of any Individual Class Payment and
2 Individual PAGA Payment check that has not been cashed will be voided. The Settlement
3 Administrator shall report to the Court the total amount that was actually paid to Participating
4 Class Members and Aggrieved Employees after the uncashed checks have been voided. When the
5 report is submitted to the Court, Plaintiff shall request the Court to amend the Judgment, pursuant
6 to California Code of Civil Procedure § 384, to direct the Settlement Administrator to pay the sum
7 of the unclaimed class member funds, plus any interest that has accrued thereon, to Without
8 Permission.

9 15. Effective on the date when Defendants fully fund the entire Gross Settlement
10 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
11 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released
12 Parties as follows:

13 Plaintiff's Release. Plaintiff and her respective former, present and future spouses,
14 children, representatives, agents, attorneys, heirs, administrators, executors,
15 agents, successors, and assigns generally release and discharge Released Parties
16 from any and all causes of action, claims, charges, transactions, losses, liabilities
17 of whatever kind and character, damages of every kind and nature, including
18 punitive damages, judgments, obligations, or occurrences arising during the Class
19 Period, including, but not limited to: (a) all claims that were, or reasonably could
20 have been, alleged in the Action based on the facts contained in the Operative
21 Complaint or ascertained during the Action, or which otherwise arise out of or
22 relate to Plaintiff's employment with Defendants, or any of them, and which are
23 further described as released under 5.2 below; (b) all PAGA claims that were, or
24 reasonably could have been, alleged based on facts contained in the Operative
25 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action, or which
26 otherwise arise out of or relate to Plaintiff's employment with Defendants, or any
27 of them, and which are further described as released under 5.3, below; and (c) all
28 other claims arising from or related to Plaintiff's employment with Defendants, or
any of them, or the separation of that employment. ("Plaintiff's Release")
Plaintiff's Release does not extend to any claims or actions to enforce this
Agreement, or to any claims for vested benefits, unemployment benefits,
disability benefits, social security benefits, workers' compensation benefits that
arose at any time, or claims based on occurrences that arise after the end of the
Class Period. Plaintiff acknowledges that she may discover facts or law different
from, or in addition to, the facts or law that Plaintiff now knows or believes to be
true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in
all respects, notwithstanding such different or additional facts or Plaintiff's
discovery of them.

1 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
2 provisions, rights, and benefits, if any, of section 1542 of the California Civil
Code.

3 Release by Participating Class Members: All Participating Class Members, who
4 have not opted out of the class action portion of the Settlement will release and
5 discharge the Released Parties from all claims, demands, rights, liabilities and
6 causes of action, under any applicable State, Federal and/or local law, arising
7 during the Class Period, that were pled in the Operative Complaint in the Action,
8 or which could have been pled the Operative Complaint in the Action based on
9 the factual allegations therein, or that arise from, are attributable to and/or are
10 related to the facts and/or allegations asserted in the Operative Complaint,
11 including, but not limited to: (a) failure to provide required meal periods or pay
12 the premium payments in lieu thereof at the appropriate legal rate; (b) failure to
13 provide required rest periods or pay the premium payments in lieu thereof at the
14 appropriate legal rate; (c) failure to pay overtime wages and/or failure to pay
15 overtime wages at the appropriate legal rate; (d) failure to pay minimum wages
16 and/or failure to pay minimum wages at the appropriate legal rate; (e) failure to
17 timely pay all wages during employment; (f) failure to pay all wages due upon
separation from employment; (g) failure to furnish accurate itemized wage
statements (based on both direct and derivative theories of liability); (h) failure to
maintain required records; (i) failure to indemnify employees for necessary
expenditures incurred in discharge of duties; (j) failure to provide paid sick leave
or pay paid sick leave at the appropriate legal rate; and (k) unfair and unlawful
business practices, and all other claims that could have been premised on the
facts, claims, causes of action or legal theories described above that arose before
the end of the Class Period ("Released Class Claims"). The Released Class
Claims do not include any claims under PAGA.

18 Release by Aggrieved Employees: The Aggrieved Employees will release and
19 discharge the Released Parties from all claims, demands, rights, liabilities, and
20 causes of action for civil penalties under the Private Attorneys General Act,
21 California Labor Code section 2698, et seq., arising during the PAGA Period, that
22 were pled or which could have been plead in the Operative Complaint in the
23 Action and/or Plaintiff's PAGA Notice to the LWDA, or that arise from, are
24 attributable to and/or are related to the facts and/or allegations asserted in the
25 Operative Complaint and/or Plaintiff's PAGA Notice, including, but not limited
26 to: (a) failure to provide required meal periods or pay the premium payments in
27 lieu thereof at the appropriate legal rate; (b) failure to provide required rest
28 periods or pay the premium payments in lieu thereof at the appropriate legal rate;
(c) failure to pay overtime wages and/or failure to pay overtime wages at the
appropriate legal rate; (d) failure to pay minimum wages and/or failure to pay
minimum wages at the appropriate legal rate; (e) failure to timely pay all wages
during employment; (f) failure to pay all wages due upon separation from
employment; (g) failure to furnish accurate itemized wage statements (based on
both direct and derivative theories of liability); (h) failure to maintain required
records; (i) failure to indemnify employees for necessary expenditures incurred in
discharge of duties; and (j) failure to provide paid sick leave or pay paid sick

1 leave at the appropriate legal rate; and all other claims that could have been
2 premised on the facts, claims, causes of action or legal theories described above
3 that arose before the end of the PAGA Period ("Released PAGA Claims").

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

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

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

12 19. In accordance with the provisions of Code of Civil Procedure § 384, the Court sets a
13 compliance hearing for **April 14, 2027 at 8:30 a.m. in Department 23** to confirm full
14 administration of the settlement. Class Counsel shall submit a compliance report **no later than 5**
15 **court days** before the date of the hearing, which shall include the total amount that was actually
16 paid to the class members pursuant to the settlement.

17 **IT IS SO ORDERED, ADJUDICATED, AND DECREED.**

18
19 DATED: FEB.4, 2026



20 HON. SONNY SANDHU
21 Judge of the Superior Court

22 M. SILVEIRA, Assigned
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1 **PROOF OF SERVICE**

2 ***Guzman-Ayala vs. Stewart & Jasper Processing, et al.***
3 **Case No. CV-23-004834**

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

6 On January 14, 2026, I served the following document:

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

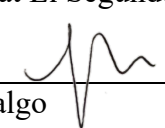
9 ☒ **By e-mail or electronic transmission.** I caused the document to be sent to the person at
10 the e-mail addresses listed below. I did not receive, within a reasonable time after the
11 transmission, any electronic message or other indication that the transmission was
unsuccessful.

12 Stacy L. Henderson, Esq. 13 Vanessa Luna 14 Lupe Gonzalez 15 HENDERSON HATFIELD, A 16 PROFESSIONAL CORPORATION 17 1101 15th Street, 18 Modesto, California 95354 19 Phone: (209) 599-5003 Fax: (209) 599-5008 Emails: stacy@hendersonhatfield.com vanessa@hendersonhatfield.com lupe@hendersonhatfield.com	Attorneys for Defendants STEWART & JASPER PROCESSING; STEWART & JASPER ORCHARDS; STEWART & JASPER MARKETING, INC.; JASPER SPECIALTY FOODS, LLC; and STEWART & JASPER FARMING CO.
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20 ☒ By electronic service. I caused the documents to be electronically transmitted to the State
21 of California Labor and Workforce Development Agency at <https://dir.govfa.net/311>. I did
22 not receive, within a reasonable time after the transmission, any electronic message or
other indication that the transmission was unsuccessful.

23 Attn: PAGA Administrator 24 1515 Clay Street, Ste. 801 Oakland, CA 94612	California Labor & Workforce Development Agency
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25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct. Executed on January 14, 2026, at El Segundo, California.

27 
28 Jasmin Hidalgo