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12 **SUPERIOR COURT STATE OF CALIFORNIA**

13 **COUNTY OF STANISLAUS**

14 **IN RE: STANISLAUS FOOD**
15 **PRODUCTS COMPANY**
16 **EMPLOYMENT CASES**

17 Included Actions:

18 *Rigoberto Valle v. Stanislaus Food*
19 *Products Company*, Case No. CV-23-
20 001433

21 *Mario Castillo v. Stanislaus Food Products*
22 *Company*, Case No. CV-23-003465

23 *Victoria Martinez v. Stanislaus Food*
24 *Products Company*, Case No. CV-23-
25 004653

26 *Rebeca Balbuena Andres v. Stanislaus*
27 *Food Products Company*, Case No. CV-23-
28 007019

Martin Sohal v. Stanislaus Food Products
Company, Case No. CV-24-000548

Case No.: CV-23-001433

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

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1 This matter having come for hearing on April 29, 2025, regarding the unopposed Motion
2 for Final Approval of Class Action and PAGA Settlement on the terms set forth in the Class
3 Action and PAGA Settlement Agreement (the “Settlement”). In conformity with Rule 3.769 of
4 the California Rules of Court, with due and adequate notice having been given to the Class
5 Members (as defined in the Settlement), and having considered the Settlement, all the legal
6 authorities and documents submitted in support thereof, all papers filed and proceedings had
7 herein, all oral and written comments received regarding the Settlement, and having reviewed
8 the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the
9 Settlement and orders and makes the following findings and determinations and enters final
10 judgment as follows:

11 1. All terms used in this Order shall have the same meaning as those terms are used
12 and/or defined in the parties’ Settlement Agreement and Plaintiffs’ Motion for Order Granting
13 Final Approval of Class Action and PAGA Settlement. A copy of the Settlement is attached to
14 the Declaration of Drew Lewis in Support of Plaintiffs’ Motion for Final Approval of Class
15 Action and PAGA Settlement and is made a part of this Order.

16 2. The Court has personal jurisdiction over the Parties to this litigation and subject
17 matter jurisdiction to approve this Settlement, and all exhibits thereto.

18 3. For settlement purposes only, the Court finally certifies the Class, as defined in
19 the Settlement and as follows: All current and former hourly-paid and/or non-exempt employees
20 of Defendant in California, employed between March 21, 2019, through July 12, 2024. The
21 PAGA member Group includes: All current and former hourly-paid or non-exempt employees
22 employed by Defendant within the State of California at any time during the period from June
23 16, 2022, through July 12, 2024.

24 4. The Court deems this definition sufficient for the purpose of Rule 3.765(a) of the
25 California Rules of Court, and solely for the purpose of effectuating the Settlement.

26 5. The Court finds that an ascertainable class of 4,856 class members exists and a
27 well-defined community of interest exists on the questions of law and fact involved because in

1 the context of the Settlement: **(i)** all related matters, predominate over any individual questions;
2 **(ii)** the claims of the Plaintiff is typical of claims of the Class Members; and **(iii)** in negotiating,
3 entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and
4 adequately represented and protected the interest of the Class Members.

5 6. The Court is satisfied that ILYM Group, Inc., which was appointed as the
6 Settlement Administrator, completed the distribution of Class Notice to the Class in a manner
7 that complies with California Rule of Court 3.766. The Class Notice informed 4,856
8 prospective Class Members of the Settlement terms, their rights under the settlement and receive
9 their settlement share, their rights to submit a request for exclusion, their rights to comment on
10 or object to the Settlement, and their rights to appear at the Final Approval Hearing and be heard
11 regarding approval of the Settlement. Sufficient periods of time to respond and to act were
12 provided by each of these procedures. No Class Members filed written objection to the
13 Settlement as part of this notice process, no Class Members filed a written statement of intention
14 to appear at the Final Approval Hearing, and two (2) Class Members submitted a request for
15 exclusion.

16 7. The Court hereby approves the terms set forth in the Settlement Agreement and
17 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent,
18 and compliant with all applicable requirements of the California Code of Civil Procedure, the
19 California and United States Constitutions, including the Due Process clauses, the California
20 Rules of Court, and any other applicable law, and in the best interests of each of the Parties and
21 Class Members.

22 8. The Court directs the Parties to effectuate the Settlement Agreement according to
23 its terms and declares the Settlement Agreement to be binding on all 4,854 Participating Class
24 Members.

25 9. The Court finds that the Settlement Agreement has been reached as a result of
26 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
27 have conducted extensive investigation and research, and their attorneys were able to reasonably

1 evaluate their respective positions.

2 10. The Court also finds that the Settlement now will avoid additional and potentially
3 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
4 case. Additionally, after considering the monetary recovery provided as part of the Settlement
5 in light of the challenges posed by continued litigation, the Court concludes that Class Counsel
6 secured significant relief for Class Members.

7 11. The Settlement Agreement is not an admission by Defendant, nor is this Order a
8 finding of the validity of any allegations or any wrongdoing by Defendant.

9 12. The Court appoints named Plaintiffs, Rigoberto Valle, Mario Castillo, Victoria
10 Martinez, Rebeca Balbuena Andres, and Martin Sohal, as the Class Representatives, and finds
11 them to be adequate.

12 13. The Court appoints Drew Lewis of Drew Lewis, P.C; Joshua Falakassa of
13 Falakassa Law, P.C.; Mehrdad Bokhour of Bokhour Law Group, P.C.; Paul K. Haines, Fletcher
14 W. Schmidt, and Matthew K. Moen of Haines Law Group, APC; and Marcus J. Bradley of
15 Bradley/Grombacher, LLP as Class Counsel and finds each of them to be adequate, experienced,
16 and well-versed in class action litigation.

17 14. The terms of the Settlement Agreement, including the Gross Settlement Amount
18 of \$3,500,000 and the individual settlement shares, are fair, adequate, and reasonable to the
19 Class and to each Class Member, and the Courts grants final approval of the Settlement set forth
20 in the Settlement Agreement, subject to this Order.

21 15. The Court approves the following allocations, which fall within the ranges
22 stipulated by and through the Settlement Agreement:

23 A. The Court awards \$32,000 to ILYM Group, Inc., the Settlement
24 Administrator, and finds this amount to be fair and reasonable. The Court
25 grants final approval of it and orders the Parties to make the payment to the
26 Settlement Administrator in accordance with the Agreement.

27 B. The Court awards \$1,166,666.67 to Class Counsel as attorneys' fees and finds

1 this amount to be fair and reasonable in light of the benefit obtained for the
2 Class. The Court grants final approval of, awards, and orders the Class
3 Counsel fees payment to be made in accordance with the Settlement
4 Agreement, awarded divided as follows: \$472,500.00 (equivalent to 40.5% of
5 the total fee award) to Drew Lewis, PC; \$144,375.00 (equivalent to 12.375%
6 of the total fee award) to Bokhour Law Group, P.C.; \$144,375.00 (equivalent
7 to 12.375% of the total fee award) to Haine.; \$288,750.00 (equivalent to
8 24.75% of the total fee award) to Haines Law Group, APC; and \$116,666.67
9 (equivalent to 10% of the total fee award) to Bradley/Grombacher, LLP.

10 C. The Court awards \$38,142.15 to Class Counsel in litigation costs, an amount
11 which the Court finds to be reflective of the reasonable costs incurred. The
12 Court grants final approval of and orders the Class Counsel litigation
13 expenses payment in this amount to be made in accordance with the
14 Settlement Agreement, , divided as follows: \$10,402.25 to Drew Lewis, PC;
15 \$16,331.91 to Bokhour Law Group, P.C.; \$7,894.17 to Haines Law Group,
16 APC; and \$3,513.82 to Bradley Grombacher, LLP.

17 D. The Court awards \$7,500 to each named Plaintiff as payment requested by
18 Plaintiffs and finds this amount to be fair and reasonable. The Court grants
19 final approval of and orders the Class Representative payment to be made in
20 accordance with the Settlement Agreement.

21 E. The Court approves the \$100,000 allocation for penalties under the Labor
22 Code Private Attorneys General Act of 2004 and orders 75% thereof
23 (\$75,000) to be paid to the California Labor and Workforce Development
24 Agency in accordance with the terms of the Settlement Agreement and the
25 remainder (\$25,000) to be paid to the Settlement Class Members.

26 16. The Court orders the Parties to comply with and carry out all terms and
27 provisions of the Settlement, to the extent that the terms thereunder do not contradict this Order,

1 in which case the provisions of this Order shall take precedence and supersede the Settlement.

2 17. Nothing in the Settlement or this Order purports to extinguish or waive
3 Defendant's rights to continue to oppose the merits of the claims in this Action or class
4 treatment of these claims in this case if the Settlement fails to become final or effective, or in
5 any other case without limitation.

6 18. The Settlement shall bind all 4,854 Participating Class Members and this Order,
7 including the release of claims as set forth in the Settlement Agreement.

8 19. The Parties shall bear their own respective attorneys' fees and costs except as
9 otherwise provided in this Order and the Settlement Agreement.

10 20. All checks mailed to the Class Members shall state the date (not less than 180
11 days after the date of mailing) when the check will be voided. If a Class Member fails to cash
12 his/her check by the deadline, then the Settlement Administrator shall transmit such funds
13 equally to the Central California Legal Services and The Salvation Army, the designated *cy pres*
14 recipients under the Settlement Agreement.

15 21. Within 10 days after this Order, the Settlement Administrator shall give notice of
16 judgment to Settlement Class Members pursuant to California Rules of Court, Rule 3.771(b) by
17 posting a copy of this Order and Final Judgment on its website.

18 22. The Court retains continuing jurisdiction over the Action and the Settlement,
19 including jurisdiction pursuant to Rule 3.769(h) of the California Rules of Court, solely for
20 purposes of **(a)** enforcing the Settlement Agreement, **(b)** addressing settlement administration
21 matters, and **(c)** addressing such post-judgment matters as may be appropriate under court rules
22 or applicable law.

23 23. Class Counsel shall file with the Court a report regarding the distribution status
24 within one hundred and twenty (120) days after all funds have been distributed.

25 24. This Final Judgment is intended to be a final disposition of the above-captioned
26 action in its entirety and is intended to be immediately appealable. This Final Judgment resolves
27 and extinguishes all claims released by the Settlement Agreement against Defendants and the

1 Released Parties as set forth in the Settlement Agreement.
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3 **JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.**
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5 DATED: _____
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7 JUDGE OF THE SUPERIOR COURT
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