

DREW LEWIS, PC
Drew Lewis, Esq. (SBN 309288)
3010 Lava Ridge Ct. Ste. 120
Roseville, CA 95661
Tel: (833) 600-7400
Email: drew@drewlewis.law

Attorneys for Plaintiff RIGOBERTO VALLE
(See additional counsel information next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

**IN RE: STANISLAUS FOOD
PRODUCTS COMPANY
EMPLOYMENT CASES**

CASE NO.: CV-23-001433

Assigned to the Hon. John Freeland

Included Actions:

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

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

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

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

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

1 **BOKHOUR LAW GROUP, P.C.**

2 Mehrdad Bokhour, Esq., CA Bar No. 285256
3 1901 Avenue of the Stars, Suite 450
4 Los Angeles, California 90067
5 Tel: (310) 975-1493; Fax: (310) 675-0861
6 Email: mehrdad@bokhourlaw.com

7 **FALAKASSA LAW, P.C.**

8 Joshua S. Falakassa, CA Bar No. 295045
9 1901 Avenue of the Stars, Suite 450
10 Los Angeles, California 90067
11 Tel: (818) 456-6168; Fax: (888) 505-0868
12 Email: josh@falakassalaw.com

13 Attorneys for Plaintiff MARIO CASTILLO

14 **HAINES LAW GROUP, APC**

15 Paul K. Haines (SBN 248226)
16 Fletcher W. Schmidt (SBN 286462)
17 Matthew K. Moen (SBN 305956)
18 Susan J. Perez (SBN 329044)
19 2155 Campus Drive, Suite 180
20 El Segundo, California 90245
21 Tel: (424) 292-2350
22 Fax: (424) 292-2355
23 Email: phaines@haineslawgroup.com
24 fschmidt@haineslawgroup.com
25 mmoen@haineslawgroup.com
26 sperez@haineslawgroup.com

27 Attorneys for Plaintiff VICTORIA MARTINEZ

28 **BRADLEY/GROMBACHER, LLP**

Marcus Bradley, Esq. (SBN 174156)
Kiley Grombacher, Esq. (SBN 245960)
Lirit A. King, Esq. (SBN 252521)
Emilie MacLean, Esq. (SBN 349539)
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361 Telephone: (805) 270-7100
Facsimile: (805) 270-7589
Email: mbradley@bradleygrombacher.com
kgrombacher@bradleygrombacher.com
lking@bradleygrombacher.com
maclean@bradleygrombacher.com

Attorneys for Plaintiffs REBECA BALBUENA ANDRES and MARTIN SOHAL

1 Having considered Plaintiffs Rigoberto Valle, Mario Castillo, Victoria Martinez, Rebeca
2 Balbuena Andres, and Martin Sohal's ("Plaintiffs") Motion for Preliminary Approval of Class Action
3 Settlement ("Plaintiffs' Motion"), the Declarations of Drew Lewis, Joshua Falakassa, Mehrdad
4 Bokhour, Marcus J. Bradley, and Paul Haines, in Support of Plaintiffs' Motion, the Class Action and
5 PAGA Settlement Agreement ("Settlement Agreement" and/or "Settlement"), and the Notice of
6 Proposed Class Action and PAGA Settlement ("Notice Packet") and any other documents submitted
7 in support of Plaintiffs' Motion.

8 Having considered Plaintiffs' Motion, the accompanying declarations in support thereof, and
9 all supporting legal authorities and documents, the Court ordered as follows:

10 **IT IS HEREBY ORDERED THAT:**

11 1. This Order incorporates by reference the definitions in the Settlement Agreement,
12 attached as Exhibit "A" to the Declaration of Mehrdad Bokhour, and all terms defined therein shall
13 have the same meaning in this Order as set forth in the Settlement Agreement.

14 2. For settlement purposes only, the Court conditionally certifies the following
15 Settlement Class: All current and former hourly-paid and/or non-exempt employees of Defendant in
16 California, employed between March 21, 2019, through July 12, 2024. The PAGA member Group
17 includes All current and former hourly-paid or non-exempt employees employed by Defendant within
18 the State of California at any time during the period from June 16, 2022, through July 12, 2024.

19 3. The Court preliminarily appoints the named Plaintiffs, Rigoberto Valle, Mario
20 Castillo, Victoria Martinez, Rebeca Balbuena Andres, and Martin Sohal, as the Class Representative,
21 and Drew Lewis of Drew Lewis, P.C.; Joshua Falakassa of Falakassa Law, P.C.; Mehrdad Bokhour
22 of Bokhour Law Group, P.C.; Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J.
23 Perez of Haines Law Group, APC; and Marcus J. Bradley of Bradley/Grombacher, LLP as Class
24 Counsel.

25 4. The Court hereby preliminarily approves the proposed Settlement upon the terms and
26 conditions set forth in the Settlement Agreement. The Court finds that on a preliminary basis, the
27 Settlement appears to be within the range of reasonableness of a settlement that could ultimately be
28 given final approval by the Court. It appears to the Court on a preliminary basis that the Gross

1 Settlement Amount is fair, adequate, and reasonable to all potential Class Members when balanced
2 against the probable outcome of further litigation relating to liability and damages issues. Extensive
3 and costly investigations and research have been conducted such that counsel for the parties at this
4 time are reasonably able to evaluate their respective positions. It further appears to the Court that the
5 Settlement at this time will avoid substantial additional costs by all parties, as well as the delay and
6 risks that the further prosecution of the Action would present. It further appears that the Settlement
7 has been reached as the result of intensive, non-collusive, arms-length negotiations utilizing an
8 experienced mediator.

9 5. The Court approves, as to form and content, the proposed Notice Packet attached as
10 Exhibit “A” to the Settlement Agreement.

11 6. The Court directs the mailing of the Notice Packet by first-class mail to the Class
12 Members pursuant to the terms of the Settlement Agreement. The Court finds that disseminating the
13 Notice Packet set forth in the Settlement Agreement complies with the requirements of due process
14 of law and appears to be the best notice practicable under the circumstances.

15 7. The Court hereby preliminarily approves the definition and disposition of the not-to-
16 exceed Gross Settlement Amount of \$3,500,000, which is inclusive of the payment of attorneys’ fees
17 not to exceed \$1,166,666.66, costs not to exceed \$50,000, a Service Award not to exceed \$7,500 to
18 each named Plaintiff, a PAGA Payment of \$100,000 (of which 75% or \$75,000 will be paid to the
19 California Labor and Workforce Development Agency (“LWDA”) and 25% or \$25,000 will be paid
20 to Settlement Class Members); Settlement Administration Costs not to exceed \$32,000; and
21 employee-side payroll taxes on the portion of the Individual Settlement Amounts to Participating
22 Class Members that are allocated as wages subject to withholdings.

23 8. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and payment
24 of Settlement Administration Costs, not to exceed \$32,000 out of the Settlement Amount for services
25 to be rendered on behalf of the Class Members. The Settlement Administrator shall prepare and
26 submit to Class Counsel and Defendant’s Counsel a declaration attesting to the completion of the
27 notice process as set forth in the Settlement Agreement, including an explanation of efforts to resend
28

1 any Notice Packet returned as undeliverable and the total number of opt-outs and objections received
2 before and after the deadline.

3 9. The Court directs Defendant to work diligently and in good faith to compile from its
4 records and provide the Settlement Administrator with the “Class Data” – as defined in paragraph 1.4
5 of the Settlement Agreement – for Settlement Class Members, in a format to be provided by the
6 Settlement Administrator, which will consist of the following information: (1) the Class Members’
7 names; (2) last known addresses; (3) the number of Workweeks worked by the Class Members as
8 non-exempt employees of Defendant in California during the Class Period, and (4) the number of pay
9 periods worked by each PAGA Member during the PAGA Period. Defendant shall provide the “Class
10 Data” as referenced herein to the Settlement Administrator within 15 days after entry of the
11 Preliminary Approval Order.

12 10. The Settlement Administrator shall use the National Change of Address database (U.S.
13 Postal Service) to check for updated addresses for Class Members and shall then mail, via first class
14 U.S. mail, the Notice Packet to Settlement Class Members as approved in paragraph 5 herein.

15 11. The deadline by which Class Members may dispute the number of Workweeks
16 Worked, opt-out or object shall be forty-five (45) calendar days from the date of mailing the Notice
17 Packet. Any Class Member who desires to be excluded from the Settlement must mail, fax, or email
18 his or her written Request for Exclusion in accordance with the Notice Packet in a timely manner.
19 Requests for Exclusion must include the full name, address, telephone number, and signature of the
20 Settlement Class Member requesting exclusion. All such persons who properly and timely exclude
21 themselves from the Settlement shall not be Settlement Class Members and shall have no rights to
22 participate in the Settlement, except that if they are PAGA Members, they will release their Released
23 PAGA Claims regardless of whether they opt out of the Settlement and will receive a PAGA Member
24 Payment. Class Members that opt out of the Settlement shall also have no standing to object to the
25 proposed Settlement.

26 12. The deadline for filing objections to any of the terms of the Settlement shall be forty-
27 five (45) calendar days from the date of mailing the Notice Packet. Any Class Member who wishes
28 to object to the Settlement must mail a timely written objection signed by the Class Member to the

1 Settlement Administrator, who will email a copy of the objection to Class Counsel and counsel for
2 Defendant. Class Counsel will submit a copy of the objection to the Court. Any such objection shall
3 include the case name and number, the Class Member's name, current address, telephone number,
4 and dates of employment with Defendant and set forth in clear and concise terms a statement of the
5 reasons why the objection believes that the Court should find that the settlement is not in the best
6 interests of the Class Members and the reasons why the Settlement should not be approved, including
7 legal and factual arguments supporting the objection. Alternatively, Participating Class Members may
8 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
9 Approval Hearing. Any Class Member who fails to make his or her objection in the manner provided
10 for in this Order shall be deemed to have waived such objection and shall forever be foreclosed from
11 making any objection to or appeal of the fairness, reasonableness or adequacy of the Settlement as
12 incorporated in the Settlement Agreement, or to the award of Attorneys' Fees and Costs, or Service
13 Award to the Class Representatives.

14 13. Any Settlement Class Member who does not submit a timely and valid Request for
15 Exclusion will be deemed a Participating Class Member and will be entitled to receive an Individual
16 Settlement Amount based upon the allocation formula described in the Settlement Agreement.
17 However, Settlement Class Members may not object to or opt-out of the Settlement with respect to
18 the Release of the PAGA Claims and Settlement Class Members who opt out of the Release of Class
19 Claims will still be paid their allocation of the PAGA Payment and will be bound by the Release of
20 PAGA Claims regardless of whether they submit a timely and valid Request for exclusion from the
21 Release of Class Claims.

22 14. The Court approves the handling of unclaimed funds set forth in the Settlement
23 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
24 result of a Participating Class Member's failure to timely cash a settlement check shall be handled by
25 the Settlement Administrator and be issued to the parties' selected *cy pres* recipients, Central
26 California Legal Services and The Salvation Army, as set forth in the Settlement Agreement.

27 15. The following dates shall govern for purposes of this settlement:
28

December 20, 2024	Preliminary Approval (PA) hearing
January 6, 2025 (15 days after PA)	Deadline for Defendant to Provide the Class Data to Settlement Administrator
January 21, 2025 (14 days after Settlement Administrator Receives Class Data)	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.
March 7, 2025 (45 days after mailing Class Notice)	Deadline for Class Members to submit Requests for Exclusion, Objections, and Disputes to the settlement.
April 7, 2025	Deadline for Plaintiffs to file and serve Motion for Final Approval of Settlement and application for an award of attorney's fees, costs, and service payments.
9 court days before Final Approval hearing	Deadline for filing any written opposition to Plaintiffs' Motion for Final Approval of Settlement or any response to an objection to the settlement.
5 court days before final approval hearing	Deadline for filing any written reply to opposition Motion for Final Approval of Settlement.
April 29, 2025, at 8:30 a.m.	Final Approval Hearing.

16. A final approval hearing shall be held in this Court on April 29, 2025 at 8:30 a.m. to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of service awards to the Class Representative. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to Class Members. In the event that the Settlement does not receive final approval or the Effective Date of the Settlement does not occur for any reason, this Order, the Settlement, and the Settlement Agreement shall be rendered null and void and shall be vacated. Further, the fact that the parties were willing to stipulate to certification Class for settlement purposes shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context, and the parties to the Settlement shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of the Agreement.

1 18. If the Court grants Final Approval, each Participating Class Member and their
2 successors shall conclusively be deemed to have released the Released Class Claims, and each PAGA
3 Member shall conclusively be deemed to have released the Released PAGA Claims, set forth in the
4 Settlement Agreement and Class Notice against the Released Parties (as defined in the Agreement).
5 Further, all Participating Class Members and their successors shall be permanently enjoined and
6 forever barred from asserting any Released Class Claims, and all PAGA Members shall be
7 permanently enjoined and forever barred from asserting any Released PAGA Claims, against the
8 Released Parties.

9
10 **IT IS SO ORDERED.**

11
12 DATED: _____, 2024

13 HON. JOHN FREELAND
14 JUDGE OF THE SUPERIOR COURT
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of eighteen
4 years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450,
Los Angeles, California 90067.

5 On December 20, 2024, I served the following document(s) described as [PROPOSED]
6 **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on
the interested parties in this action:

7 Laura Hayward
8 lhayward@littler.com
Nate Jenkins
9 njenkins@littler.com
Chopi Masada

10 smasada@littler.com
Charisse Goodman
11 chgoodman@littler.com

12 **LITTLER MENDELSON P.C.**
333 Bush Street, 34th Floor
13 San Francisco, CA 94104

14 Attorneys for DEFENDANT(S)

Drew Lewis
drew@drewlewis.law
DREW LEWIS, PC
3010 Lava Ridge Ct. Ste. 120
Roseville, CA 95661

Attorneys for Plaintiff RIGOBERTO VALLE

15
16 Paul K. Haines
phaines@haineslawgroup.com
17 Fletcher W. Schmidt
fschmidt@haineslawgroup.com
18 Matthew K. Moen
mmon@haineslawgroup.com
19 Susan J. Perez
sperez@haineslawgroup.com
20 **HAINES LAW GROUP, APC**
21 2155 Campus Drive, Suite 180
El Segundo, California 90245

22
23 Attorneys for Plaintiff VICTORIA MARTINEZ

Marcus Bradley, Esq.
mbradley@bradleygrombacher.com
Kiley Grombacher, Esq.
kgrombacher@bradleygrombacher.com
Lirit A. King
lking@bradleygrombacher.com
Emilie MacLean
maclean@bradleygrombacher.com
BRADLEY/GROMBACHER, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361

Attorneys for Plaintiffs REBECA
BALBUENA ANDRES and MARTIN
SOHAL

24 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
25 electronic service provider First Legal to the person(s) identified above at the email address(es)
26 indicated and did not, within a reasonable time after transmission, receive any message or
communication indicating that delivery failed or that any other error had occurred which would delay
or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Executed on December 20, 2024, at Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia