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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN JOAQUIN**

MARCELO MARTINEZ, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

*Plaintiff*,

v.

WILMAR OILS & FATS (STOCKTON), LLC, a limited liability company; INSPERITY PEO SERVICES, L.P., a limited partnership; and DOES 1 through 10, inclusive

*Defendants*.

Case No.: STK-CV-UOE-2024-0000945

*[Assigned for All Purposes to the Honorable George J. Abdallah, Jr, Dept. 10A]*

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

Preliminary Approval Hearing:
Date: October 30, 2026
November 3, 2026
November 5, 2026
November 6, 2026
November 11, 2026
Time: 9:00 a.m.
Dept.: 10A

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| Complaint filed: | January 25, 2024 |
| FAC filed: | December 4, 2024 |
| Trial date: | Not set |

**[PROPOSED] ORDER**

Having reviewed Plaintiff Marcelo Martinez's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas, Plaintiff's Declaration, and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendants Wilmar Oil & Fats (Stockton), LLC. and Insperity PEO Services, L.P. (collectively, the "Defendants"), attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants have agreed to create a common fund of $275,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a $10,000.00 allocation toward civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 75% of which ($7,500.00) will be paid to California's Labor and Workforce Development Agency and 25% of which ($2,500.00) will be paid to PAGA Members; (c) a Class Representative Service Payment of up to $10,000.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed thirty-five percent (35%) of the Gross Settlement Amount (currently estimated to be $96,250.00), and up to $40,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to $5,990.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class

certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final approval hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, payment to the LWDA and PAGA Members for their share of the settlement of claims for penalties under PAGA, and the Class Representative Service Payment should be finally approved as fair, reasonable and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following class (the "Class"): "all persons classified as an hourly-paid non-exempt employee who worked for Defendant Wilmar in California during the Class Period."

6. "Class Period" means the period from September 1, 2019, to December 31, 2025.

7. "PAGA Member" means all person(s) classified as an hourly-paid non-exempt employee who worked for Defendant Wilmar in California during the PAGA Period.

8. "PAGA Period" means the period from May 5, 2023, to December 31, 2025.

9. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

10. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Marcelo Martinez. The Court further preliminarily approves Plaintiff's ability to request a Class Representative Service Award up to $10,000.00.

11. The Court appoints, for settlement purposes only, John G. Yslas, Arrash T. Fattahi, Arman A. Salehi, and Trenten N. Bilodeaux of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (currently estimated to be $96,250.00), and costs not to exceed $40,000.00.

12. The Court appoints Apex Class Action Administration as the Administrator with reasonable administration costs not to exceed $5,990.00.

13. The Court approves, as to form and content the Class Notice attached to the Settlement Agreement as **Exhibit A.** The Court finds on a preliminary basis that the plan for distribution of the Class Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

14. The Parties and the Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

15. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

16. The Court orders the following Implementation Schedule:

| Event | Timing |
|---|---|
| **Class Data**: Last day for Defendants to provide Class Data to the Administrator | 15 days after the Court grants Preliminary Approval of the Settlement |
| **Class Notice**: Last day for Administrator to mail the Class Notice to Class Members | 14 days after receipt of the Class Data |

| | |
|---|---|
| **Response Deadline**: Last day for Class Members to submit Requests for Exclusion, Objections to the Settlement, and challenges to Workweeks and/or Pay Periods | 45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed) |
| **Filing Deadline**: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payment to Plaintiff | 16 court days before the Final Approval Hearing |
| **Final Approval Hearing** | _____, 2027, at _____ a.m./p.m. in Dept. 10A of the above-referenced Court |

17. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

**IT IS SO ORDERED.**

DATED: _____

_____
HON. GEORGE J. ABDALLAH, JR.
JUDGE OF THE SUPERIOR COURT