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on behalf of all others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **FOR THE COUNTY OF TULARE**

15 DON M. VASQUEZ, individually and on  
16 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 SAPUTO CHEESE USA INC., a Delaware  
20 corporation; and DOES 1 through 25,  
21 inclusive

22 Defendants.

**RECEIVED NOT FILED**  
Superior Court of California,  
County of Tulare  
**08/09/2024**  
By: Patricia Finney,  
Deputy Clerk

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF TULARE  
**08/23/2024**  
STEPHANIE CAMERON, CLERK  
Patricia Finney, Deputy

Case No. VCU282978  
Consolidated with Case No. VCU283853  
ASSIGNED FOR ALL PURPOSES TO:  
The Honorable Gary M. Johnson  
Department 7

**CLASS ACTION**

**[PROPOSED] AMENDED ORDER AND  
JUDGMENT OF FINAL APPROVAL**

**Hearing Information**

Hearing: July 22, 2024  
Time: 8:30 a.m.  
Dept.: 7  
Judge: Hon. Gary M. Johnson

Complaint filed: May 27, 2020  
Trial date: Not set

1 This matter came on for hearing on July 22, 2024 in Department 7 of the above-  
2 captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class Action  
3 Settlement ("Motion") pursuant to California Rule of Court 3.769, the Stipulation of Class  
4 Action Settlement filed November 7, 2013 ("Agreement") and the Court's Minute Order  
5 Granting Preliminary Approval of Class Action Settlement issued January 8, 2024.

6 Having received and considered the Agreement, supporting papers, evidence and  
7 argument received by the Court with the Motion for Preliminary Approval of Class Action  
8 Settlement and Supplemental Briefing, and evidence and argument received by the Court with  
9 the Motion for Order Granting Final Approval of Class Action Settlement, the Court grants final  
10 approval of the Settlement and ORDERS AND MAKES THE FOLLOWING  
11 DETERMINATIONS:

12 1. Pursuant to the Court's Preliminary Approval Order, the Notice of Class Action  
13 Settlement was sent to each Class Member by first-class United States mail, informing the Class  
14 of the Settlement terms, right to receive a Settlement Payment without taking any action, the  
15 right to comment on or object to the Settlement, and appear in person or by counsel and be  
16 heard at the final approval hearing. Adequate periods of time were provided for each of these  
17 procedures.

18 2. No Class member filed a written objection to the proposed Settlement or stated  
19 an intention to appear at the final approval hearing.

20 3. No Class Member disputed the information provided in the Class Notice which  
21 the Class Member's settlement payment would be based upon.

22 4. Two (2) Class Members requested exclusion from the Settlement: Jason Sousa  
23 and Bernardo Chavarria.

24 5. The Court finds and determines this notice procedure afforded adequate  
25 protections to the Class and provides the basis for the Court to make an informed decision  
26 regarding Settlement approval based on the responses of the Class. The Court finds and  
27 determines the notice provided in this case was the best notice practicable, which satisfies the  
28 requirements of law and due process.

1           6. For purposes of Settlement approval only, the Court finds: (a) the proposed Class  
2 is ascertainable and so numerous joinder of all members of the Class is impracticable; (b) there  
3 are questions of law or fact common to the proposed Class, and a well-defined community of  
4 interest among members of the proposed Class with respect to the subject matter of the class  
5 action; (c) the claims of the Class Representative are typical of the claims of the members of the  
6 proposed Class; (d) the Class Representative has and will fairly and adequately protect the  
7 interests of the Members of the Class; (e) a class action is superior to other available methods  
8 for an efficient adjudication of this controversy in the context of settlement; and (f) counsel of  
9 record for the Plaintiff/Class Representative are qualified to serve as counsel for him as well as  
10 in his representative capacity and for the Class.

11           7. Class Members are defined for Settlement purposes as: “All current and former  
12 nonexempt California employees of Saputo employed at any time from May 27, 2016 through  
13 and including March 30, 2023.”

14           8. For purposes of this Settlement, PAGA Group Members are defined as: “All  
15 current and former non-exempt California employees of Saputo employed at any time from  
16 May 12, 2019 through and including March 30, 2023.”

17           9. The Court finds and determines the terms of the Agreement are fair, reasonable,  
18 and adequate and, having found the Settlement was reached as a result of informed and non-  
19 collusive arms’-length negotiations facilitated by a neutral, experienced mediator, directs the  
20 Parties to effectuate the Settlement terms as set forth in the Agreement. The Court finds the  
21 Parties conducted extensive investigation, research, and informal discovery, and their attorneys  
22 were able to reasonably evaluate their respective positions. The Court also finds Settlement will  
23 enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay  
24 and risks if the Parties were to continue to litigate the case. The Court has reviewed the  
25 monetary recovery and recognizes the significant value provided to the Class.

26           10. The Court finds and determines the terms of the Settlement are fair, reasonable  
27 and adequate to the Class and each Class Member, and as to PAGA Group Members and Labor  
28 and Workforce Development Agency (“LWDA”) under the Private Attorneys General Act

1 (“PAGA”), and the Settlement is ordered finally approved, and all terms of the Agreement  
2 should be and are ordered to be consummated.

3 11. The Court finds and determines Individual Settlement Payments to be paid to  
4 Participating Class Members and Individual PAGA Payments to be paid to PAGA Group  
5 Members under the Settlement are fair and reasonable. The Court grants final approval to and  
6 orders payment of those amounts to Participating Class Members and PAGA group Members in  
7 accordance with the Agreement.

8 12. The Court finds and determines fees and expenses to administer the Settlement  
9 incurred by CPT Group, Inc. of \$17,500.00 are fair and reasonable. The Court grants final  
10 approval to and orders payment of that amount in accordance with the Agreement.

11 13. The Court finds and determines the Class Representative Service Payment of  
12 \$5,000.00 to Plaintiff Don M. Vasquez is fair and reasonable, and orders the Administrator to  
13 make this payment in accordance with the terms of the Agreement.

14 14. The Court finds and determines payment to the California Labor and Workforce  
15 Development Agency of \$90,000.00 as its share of the Settlement of civil penalties under the  
16 Private Attorneys General Act is fair, reasonable, and appropriate. The Court grants final  
17 approval to and orders that amount be paid in accordance with the Agreement.

18 15. The Court awards Class Counsel attorneys’ fees of \$605,797.50 [Cohelan  
19 Khoury & Singer 50%; Lebe Law, APLC 50%] and litigation costs of \$32,846.72. The Court  
20 finds such amounts to be fair and reasonable. The Court orders the Administrator to make these  
21 payments in accordance with the Agreement.

22 16. The Settlement is not an admission of liability by Defendant Saputo Cheese  
23 USA, Inc., or any of its present and former parent, subsidiaries, affiliates, insurers, successors,  
24 assignees, and any other entity with an interest in or obligation regarding Defendant’s assets or  
25 liabilities, including but not limited to any controlling persons, associates, affiliates, or  
26 subsidiaries and each and all of their respective past or present officers, members, managers,  
27 directors, executives, stockholders, principals, representatives, employees, attorneys, financial  
28 or investment advisors, insurers, consultants, suppliers, distributors, customers, contractors,

1 experts, accountants, bankers, testing laboratories, advisors or agents, heirs, executors, trustees,  
2 general or limited partners or partnerships, limited liability companies, members, joint ventures,  
3 personal or legal representatives, estates, administrators, predecessors, successors, and assigns,  
4 whether or not specifically named or participating in the settlement by payment or otherwise,  
5 (“Released Parties”), nor is this Order or entry of judgment a finding any claims in the Action  
6 against Defendant are valid. This Order, entry of judgment, or Settlement, may not be construed  
7 as, or used as an admission of, any fault, wrongdoing or liability by Defendant or any Released  
8 Party. Negotiating, entering or carrying out the Settlement, shall not be offered in evidence  
9 against any Released Party in any action or proceeding in any court or administrative agency for  
10 any purpose except to enforce this Order or Judgment. Defendant and any Released Party may  
11 file, this Order or Judgment, or any papers filed in the Action, in any proceeding to support  
12 defenses of res judicata, collateral estoppel, release, claim or issue preclusion or similar defense.

13 17. Plaintiff and Participating Class Members, on behalf of themselves and their  
14 respective former and present representatives, agents, attorneys, heirs, administrators,  
15 successors, and assigns, will forever completely release and discharge, to the fullest extent  
16 permitted by law, Released Parties from (i) all claims that were alleged, or reasonably could  
17 have been alleged, based on the Class Period facts stated in the Operative Complaint, including  
18 any and all claims arising under federal, state, and/or local statutory, constitutional, contractual,  
19 or common law for wages, damages, costs, penalties, liquidated damages, punitive damages,  
20 interest, attorney fees, litigation costs, expenses, other fees of any kind, restitution, equitable  
21 relief, other relief under California Business & Professions Code Section 17200 et seq.  
22 (“Section 17200”) by or on behalf of any of the Participating Class Members, whether  
23 individual, direct, class, representative, legal, equitable, or other type or in any other capacity  
24 against Defendant and the Released Parties, which the Class Members ever had, now have, or  
25 may have had based on the Class Period facts stated in the Operative Complaint, from the  
26 beginning of time to the Effective Date, including, but not limited to, failure to timely pay  
27 minimum wage, failure to pay overtime wages, failure to pay reporting time pay, failure to  
28 provide timely, off-duty meal and/or rest breaks, failure to timely pay all wages due and owing

1 during employment, failure to promptly pay all wages due and owing at the time of the  
2 employee's separation from employment, failure to provide accurate itemized wage statements,  
3 failure to reimburse employees for business expenses, engaging in any  
4 unlawful/unfair/fraudulent business practices in violation of Section 17200 and the requirements  
5 of the Industrial Welfare Commission Wage Order applicable thereto.

6 18. Plaintiff and PAGA Group Members, on behalf of themselves and their  
7 respective former and present representatives, agents, attorneys, heirs, administrators,  
8 successors, and assigns, will forever completely release and discharge, to the fullest extent  
9 permitted by law, Released Parties from any and all claims for PAGA civil penalties that could  
10 have been assessed or collected by Plaintiff or the LWDA, a State of California Executive  
11 Branch Agency under the PAGA, from the Released Parties based on the facts alleged in the  
12 Complaint, including any and all claims for failure to pay minimum wage, failure to pay  
13 overtime, failure to provide compliant meal periods, failure to provide compliant rest periods,  
14 failure to issue accurate itemized wage statements, failure to pay all wages owed during  
15 employment, failure to reimburse employees for business expenses, failure to pay reporting time  
16 pay, failure to maintain accurate payroll records for its non-exempt employees, and failure to  
17 pay all wages due and owing upon termination.

18 19. Nothing in this Order shall preclude any action to enforce the obligations under  
19 the Agreement or this Order, including the requirement Defendant makes payments to  
20 Participating Class Members and PAGA Group Members in accordance with the Settlement.

21 20. The Parties will bear their own costs and attorneys' fees except as otherwise  
22 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

23 21. The Court enters final judgment in accordance with the terms of the Agreement,  
24 the Court's Preliminary Approval Order, and this Order.

25 22. Judgment is hereby entered and shall constitute a judgment for purposes of  
26 California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in, this  
27 Order, judgment shall be entered within the meaning and for purposes of Code of Civil  
28 Procedure sections 577 and 904.1(a), and Plaintiff/Class Representative, Participating Class

1 Members and PAGA Group Members shall take nothing from Released Parties except as  
2 expressly set forth in the Agreement and this Order.

3 23. Pursuant to Labor Code section 2699(l)(3), Plaintiff shall submit a copy of this  
4 Order and Judgment to the LWDA within 10 days after entry of this Order and Judgment.

5 24. The Parties will comply with California Rules of Court, Rule 3.771(b), by giving  
6 notice to Class Members by posting the Order of Final Approval and Judgment on the  
7 Settlement Administrator's website, where it shall remain until 90 days after the Final  
8 Accounting Hearing.

9 25. Without affecting the finality of this Order or the entry of judgment in any way,  
10 the Court retains jurisdiction of all matters relating to the interpretation, administration,  
11 implementation, effectuation, and enforcement of this Order and the Agreement, pursuant to  
12 California Rules of Court, Rule 3.769(h).

13 26. The Court sets a Final Compliance Hearing for January 27, 2025 at 8:30 a.m. in  
14 Department 7 of the above-captioned Court.

15  
16 IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

17  
18 Date: 08/23/2024



19 Honorable Gary M. Johnson  
20 Judge of the Superior Court