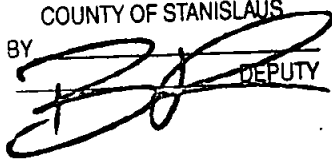


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Attorneys for Plaintiff

FILED
NOV 13 2024
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY  DEPUTY

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

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

Plaintiff,

v.

VALLEY FRESH FOODS, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. CV-22-002336

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Sonny S.
Sandhu, Dept. 24]

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

FINAL APPROVAL HEARING

Date: November 8, 2024
Time: 8:30 a.m.
Dept.: 24

Complaint filed: May 27, 2022
FAC filed: February 14, 2024
Trial date: Not set

1 On or around July 18, 2024, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiff Catalino Martinez Vera (“Plaintiff”) now seeks an order granting
3 final approval of the Class Action and PAGA Settlement Agreement and Class Notice (the
4 “Settlement Agreement”). The Settlement Agreement is attached to the Declaration of Justin F.
5 Marquez in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement as Exhibit
6 1.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the proposed settlement,
11 and having reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Valley Fresh, Inc. (“Defendant”).

17 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
18 reasonable and therefore meets the requirements for final approval. The Court grants final approval
19 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
20 Agreement attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Final
21 Approval of Class Action Settlement as Exhibit 1.

22 4. The Court finds that the Settlement appears to have been made and entered into in
23 good faith and hereby approves the settlement subject to the limitations on the requested fees and
24 enhancements as set forth below.

25 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
26 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
27 from all Released Claims as defined in the Settlement.

28 6. Plaintiff, individually and in his representative capacity on behalf of all class members

1 who do not opt-out will release the Released Parties from all Released Claims. The term “Released
2 Claims” is defined to include any and all claims, demands, rights, liabilities, causes of action,
3 injuries, grievances, obligations, losses, damages, penalties, interest, fines, debts, liens, liabilities,
4 attorneys’ fees, consultant’s fees, expert’s fees, accountant’s fees, costs and any other form of relief
5 or remedy in law or equity, of every nature and description whatsoever, known or unknown, foreseen
6 or unforeseen, anticipated or unanticipated, suspected or unsuspected, asserted or that could have
7 been asserted against the Released Parties based on the factual allegations asserted in the Operative
8 Complaints, any future amendments to the Operative Complaint, whether arising under State or other
9 applicable law, including, but not limited to, wage and hour claims for any and all violations of
10 California’s Labor Code, any applicable IWC Wage Orders and Unfair Competition Law expressly
11 including all claims that arose during the Class Period, including, but not limited to, claims for: (a)
12 failure to pay for all hours worked (including minimum, straight time, and overtime wages), (b)
13 failure to authorize, permit and/or provide meal periods and/or pay meal period premiums, (c) failure
14 to authorize, permit and/or provide rest periods and/or pay rest period premiums, (d) failure to timely
15 pay final wages at termination, (e) failure to furnish accurate itemized wage statements, (f) failure to
16 pay all earned wages twice per month, (g) failure to maintain accurate records of hours worked and
17 meal periods, (h) unreimbursed business expenses, (i) unlawful deduction from wages, (j) unfair or
18 otherwise unlawful business practices based on the foregoing in violation of California’s Unfair
19 Competition Law (Bus. & Prof. Code §§ 17200-17210), (k) and all damages, liquidated damages,
20 interest, penalties, fees, attorneys’ fees, expert witness fees, consultant’s fees, costs, and other
21 amounts recoverable under said causes of action under California and/or Federal law, to the extent
22 permissible, including, but not limited to, the California Labor Code and the applicable Wage Orders.

23 7. All Aggrieved Employees, including any Non-Participating Class Members who are
24 Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former
25 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
26 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
27 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

28 ///

1 8. As of the date when Valley Fresh fully funds the entire Gross Settlement Amount, all
2 members of the Settlement Class, except those that made a valid and timely request to be excluded
3 from the Settlement Class and Settlement, waive, release, discharge, and promise never to assert in
4 any forum or otherwise make a claim against any of the Released Parties for any of the Released
5 Claims arising during the Settlement Period. No Class Member has excluded themselves from the
6 Settlement and no Class Member has objected to the Settlement.

7 9. The Parties shall bear their own respective attorneys' fees and costs, except as
8 otherwise provided for in the Settlement and approved by the Court.

9 10. Solely for purposes of effectuating the settlement, the Court finally certified the
10 following Class, all persons who worked for Defendant in California as a non-exempt employee
11 during the Class Period. The Class Period is defined as the period from November 30, 2017 to April
12 28, 2023.

13 11. The Notice provided to the Class conforms with the requirements of California Rules
14 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
15 providing individual notice to all Class Members who could be identified through reasonable effort,
16 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
17 the Class Members. The Notice fully satisfies the requirements of due process.

18 12. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
19 methodology used to calculate and pay each Participating Class Member's Individual Class Payment
20 are fair and reasonable and authorizes the Settlement Administrator to pay the Individual Class
21 Payments to the Participating Class Members in accordance with the terms of the Settlement.

22 13. Defendants shall pay a total of \$450,000.00 to resolve this litigation.

23 14. From the Gross Settlement Amount, \$10,000.00 shall be paid to the California Labor
24 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
25 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of
26 2004, California Labor Code section 2698, *et seq.*

27 15. From the Gross Settlement Amount, \$7,500.00 shall be paid to Plaintiff for his service
28 as class representatives and for his agreement to release claims.

1 16. From the Gross Settlement Amount, \$9,500.00 shall be paid to the Settlement
2 Administrator, CPT Group, Inc. ("CPT").

3 17. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Maxim
4 Gorbunov of Wilshire Law Firm, PLC as Class Counsel.

5 18. From the Gross Settlement Amount, Class Counsel is awarded \$150,000.00 for their
6 reasonable attorneys' fees and \$15,298.82 for their reasonable costs incurred in the Action. The fees
7 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
8 the fees are reasonable in light of the benefit provided to the Class.

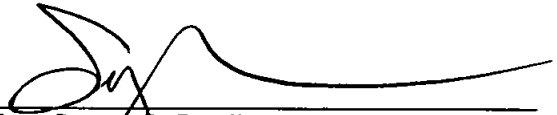
9 19. Notice of entry of this Final Approval Order and Judgment shall be given to Class
10 Members by posting a copy of the Final Approval Order and the Judgment on CPT's website for a
11 period of at least forty-five (45) calendar days after the date of entry of this Final Approval Order
12 and Judgment.

13 20. Without affecting the finality of this Order in any way, this Court retains continuing
14 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
15 to all Parties to this action, and their counsel of record.

16 21. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
17 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

18 **IT IS SO ORDERED.**

19
20 DATE: 11/13/27

21 
22 _____
23 Hon. Sonny S. Sandhu
24 Stanislaus County Superior Court
25
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28

PROOF OF SERVICE

Martinez Vera v. Valley Fresh Foods, Inc., et al.
CV-22-002336

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is rpadilla@wilshirelawfirm.com.

On **October 18, 2024**, I served the foregoing [**PROPOSED**] **JUDGMENT AND ORDER GRANTING PLAINTIFF’S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

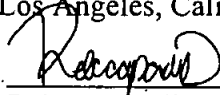
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1101 15th Street
Modesto, California 95354
Telephone: (209) 599-5003
Facsimile: (209) 599-5008

Attorneys for Defendants

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed this **October 18, 2024**, at Los Angeles, California.



Rebecca Padilla