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12 and all putative class members

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14 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

15 COUNTY OF SAN JOAQUIN

16 GILBERT MARTINEZ, an individual, on behalf
17 of himself and all others similarly situated,

18 Plaintiffs,

19 v.

20 ROCHE BROTHERS INC., a California
21 corporation, and DOES 1-50, inclusive,

22 Defendants.

23 GILBERT MARTINEZ, an individual, on behalf
24 of himself, all aggrieved employees, and the
25 State of California as a Private Attorneys General,

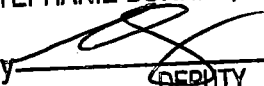
26 Plaintiff,

27 vs.

28 ROCHE BROTHERS INC., a California
corporation, and DOES 1-50, inclusive,

Defendants.

8-25-26
Filed
STEPHANIE BOHRER, CLERK

By  DEPUTY

Case No.: STK-CV-UOE- 2025-0000351 (Lead
Case)
[Related to: STK-CV-UOE-2025-0003002]


[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Case No. STK-CV-UOE-2025-0003002

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1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of a Class Action and PAGA Settlement came before this
3 Court, on 0/21/20, in Department 10 B before the Honorable Blanca Bañuelos, presiding.
4 The Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
7 upon the terms set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement")
8 filed herewith. All terms used herein shall have the same meaning as defined in the Settlement
9 Agreement.

10 2. The Settlement, which provides for a Gross Settlement Amount of \$287,580.00, appears
11 to be fair, adequate and reasonable to the Class. The Settlement falls within the range of reasonableness
12 and appears to be presumptively valid, subject only to any objections that may be raised at the final
13 fairness hearing and final approval by this Court. It further appears that investigation and research have
14 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
15 positions. It further appears to the Court that settlement at this time will avoid substantial additional
16 costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
17 of the Actions. It further appears that the Settlement has been reached as the result of intensive, serious
18 and non-collusive, arms-length negotiations. The Parties are ordered to carry out the settlement
19 according to the terms of the Settlement Agreement and in conformity with this Order. The Court has
20 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds
21 that the monetary settlement awards made available to Class Members is fair, adequate, and reasonable
22 when balanced against the probable outcome of further litigation relating to certification, liability, and
23 damages issues.

24 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
25 fees and costs to Class Counsel, costs of administration and the Class Representatives' Service Payments
26 should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled
27 in Department 10 B on the date and time set forth in the implementation schedule below.
28

1 4. This Court approves, as to form and content, the Court Approved Notice of Class Action
2 and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice"). The Court approves
3 the procedure for Class Members to opt out of, or to object to, the Settlement as set forth in the Class
4 Action and PAGA Settlement Agreement, and the Class Notice.

5 5. The Court directs the mailing of the Class Notice by first class mail to Class Members in
6 accordance with the Implementation Schedule set forth below. The Court finds the dates selected for
7 the mailing and distribution of the Class Notice, as set forth in the Implementation Schedule below,
8 meets the requirements of due process and provide the best notice practicable under the circumstances
9 and shall constitute due and sufficient notice to all persons entitled thereto.

10 6. Specifically, the Class Notice fairly, plainly, accurately, and reasonably informs Class
11 Members of the following: (1) the nature of the Actions, the definition of the Class, the identity of Class
12 Counsel, and the essential terms of the Settlement, including the plan of allocation; (2) Named Plaintiff's
13 and Class Counsel's applications for the Class Representatives' Service Payments, and Class Counsel's
14 request for attorneys' fees and litigation costs; (3) a formula used to determine the Class Member's
15 estimated Individual Class and Paga payment; (4) how to participate in the Settlement; (5) how to object
16 to the Settlement or to opt-out if a Class Member wishes to do so, and Class Members' right to appear
17 through counsel if they desire; and (6) how to obtain additional information regarding the Actions and
18 the Settlement. (California Rule of Court 3.766.) The Court finds that the notice requirements of
19 California Rule of Court 3.769(e) and (f) are satisfied, and that the Notice that will be provided
20 adequately advises Class Members of their rights under the settlement. Counsel for the Parties are
21 authorized to correct any typographical errors in the Notice Packet and to make clarifications, to the
22 extent the same are found or needed, so long as such corrections do not materially alter the substance of
23 the documents. The Court further finds that the distribution of the Class Notice is substantially in the
24 manner and form set forth in the Settlement Agreement and this Order meets the requirements of due
25 process, is the best notice practicable under the circumstances, and shall constitute due and sufficient
26 notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class
27 mail, pursuant to the terms set forth in the Settlement Agreement.

1 7. It is ordered that the Settlement Class is preliminarily certified for Settlement purposes
2 only. For Settlement purposes only, the Court conditionally certifies the following Class: "all current
3 or former hourly, non-exempt employees who worked for Defendant in California from January 9, 2021
4 through December 31, 2025." The Settlement Class, however, shall not include any person who
5 previously settled or released any of the claims covered by this Settlement, or any person who previously
6 was paid or received awards through civil or administrative actions for the claims covered by this
7 Settlement, or any person who submits a timely and valid Request for Exclusion as provided in this
8 Settlement.

9 8. The Court also approves for Settlement purposes only that PAGA Members are the
10 following: "all persons who are worked for Defendant in the State of California as hourly, non-exempt
11 workers during the period from December 20, 2023 through December 31, 2025."

12 9. The Court concludes that, for Settlement purposes only, the Class meets the requirements
13 for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is
14 ascertainable and so numerous that joinder of all Class Members is impracticable; (b) common questions
15 of law and fact predominate, and there is a well-defined community of interest amongst the Class
16 Members with respect to the subject matter of the litigation; (c) the claims of the named Plaintiffs are
17 typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately
18 protect the interests of the Class Members; (e) a class action is superior to other available methods for
19 the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel
20 for the Class.

21 10. The Court confirms Plaintiff Gilbert Martinez as Class Representative, and Nazo
22 Koulloukian of Koul Law Firm, APC, and Sahag Majarian, II, and Garen Majarian of Majarian Law
23 Group, APC as Class Counsel.

24 11. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
25 Administrator.

26 12. To facilitate administration of the Settlement pending final approval, the Court hereby
27 enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
28 proceedings (including filing claims with the Division of Labor Standards Enforcement of the California

1 Department of Industrial Relations) regarding claims released by the Settlement, unless and until such
2 Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

3 13. The Court orders the following Implementation Schedule for further proceedings:

4 a.	Deadline for Defendant to Submit Class Data to Settlement Administrator	9/24/26
5 b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members	10/9/26
6 c.	Deadline for Class Members to Postmark Requests for Exclusion	11/23/26
7 d.	Deadline for Class Members to Postmark any Objections to Settlement	11/23/26
8 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs and Service Payment	2/4/27
9 f.	Deadline for Settlement Administrator to Provide Class Counsel Declaration of Due Diligence and Compliance	1/28/27
10 g.	Deadline for Defendant to provide written of its choice to withdraw from Settlement to Class Counsel (if applicable)	12/26/26
11 h.	Final Fairness Hearing and Final Approval	2/24/27 at 900am
12 i.	Deadline for Defendant to fund Settlement (if Settlement is Effective)	6/14/27

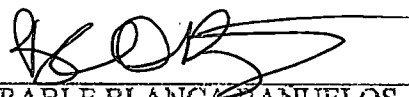
j.	Deadline for Settlement Administrator to mail the Individual Class Payments, Individual PAGA Payments, Service Payment, LWDA PAGA Payment, and to wire transfer Class Counsel Fees Payment and Class Counsel Expense Payment (if Settlement is Effective)	7/14/27
k.	Deadline for Class Members to cash Individual Class Payments and Individual PAGA Payments (if Settlement is Effective)	11/11/27
l.	Deadline for Settlement Administrator to distribute uncashed checks to <i>cy pres</i> recipient (if Settlement is Effective)	3/10/28
m.	Settlement Administrator to File Proof of Payment of Individual Class Payments, Individual PAGA Payments, Class Representatives Service Payments, and LWDA PAGA Payment, and to wire transfer the Class Counsel Fees Payment and the Class Counsel Expenses Payment (if Settlement is Effective)	3/31/28

14. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Settlement Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

15. As of the date this Order is signed, all dates and deadlines associated with the Actions shall be stayed, other than those contemplated herein and in the Settlement Agreement, and pertaining to the administration of Settlement of the Actions.

IT IS SO ORDERED.

Dated: 8/25/24


HONORABLE BLANCA BAÑUELOS
JUDGE OF THE SUPERIOR COURT