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County of Tulare
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

PSALMS MARTINEZ, NATALY LOPEZ
VARGAS, and JUAN ROMERO, on behalf of
themselves individual and on behalf of all
persons similarly situated, and the State of
California and other aggrieved persons,

Plaintiff,

v.

SAPUTO DAIRY FOODS USA, LLC, a limited
liability corporation; and DOES 1 through 10,
inclusive,

Defendant.

Case No.: VCU294960

*[Assigned for all purposes to Hon. Gary
Johnson, Dept. 7]*

**AMENDED ~~[PROPOSED]~~ JUDGMENT
AND ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

FINAL APPROVAL HEARING

Date: February 10, 2025
Time: 8:30 a.m.
Dept.: 7

Complaint filed: January 6, 2023
FAC filed: January 26, 2024
Trial Date: Not Set

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1 On or around August 14, 2024, this Court issued an Order Granting Preliminary Approval of
2 Class Action and PAGA Settlement. On February 27, 2025, this Court issued a Ruling After Hearing
3 On Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, in which the Court
4 directed the Parties to submit a proposed order consistent therewith.

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

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

11 1. The Court, for purposes of this Order, incorporates by reference the definitions of the
12 Class Action and Private Attorneys General Act Settlement and Release Agreement (the "Settlement
13 Agreement" or "Settlement") as though fully set forth herein, and all terms used herein shall have
14 the same meaning as set forth in the Settlement. The Settlement Agreement is attached to the
15 Declaration of Benjamin H. Haber in Support of Plaintiffs' Motion for Final Approval of Class
16 Action Settlement as **Exhibit 1**.

17 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs Psalms
18 Martinez, Nataly Lopez Vargas, and Juan Romero (collectively, "Plaintiffs"), the Settlement Class
19 Members, and Defendant Saputo Dairy Foods USA, LLC ("Defendant").

20 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
21 reasonable and the requirements of California Code of Civil Procedure Section 382 and Rule 3.769
22 of the California Rules of Court have been satisfied. The Court grants final approval of the
23 Settlement and the Settlement Class based upon the terms set forth in the Settlement Agreement
24 attached to the Declaration of Benjamin H. Haber in Support of Plaintiffs' Motion for Final Approval
25 of Class Action Settlement as **Exhibit 1** and made part of this Order, subject to the express
26 modifications set forth in paragraph 14 of this Order.

27 4. The Court finally certifies the following Class for settlement purposes only: all
28 persons who were classified as nonexempt and employed in California at either of the legacy SDF

1 facilities located at 605 N. J Street, Tulare CA 93274 and/or 299 5th Avenue, Gustine CA 95322, at
2 any time from May 6, 2018 through December 31, 2023.

3 5. The Court is satisfied that ILYM Group, Inc., which functioned as the settlement
4 administrator, completed the distribution of the Notice provided to the Class in a manner that satisfies
5 the requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice
6 practicable under the circumstances, by providing individual notice to all Class Members who could
7 be identified through reasonable effort, and by providing due and adequate notice of the proceedings,
8 all material elements of the proposed settlement and Class Members' opportunity to opt out of the
9 class action portion of the settlement, or object to the Settlement. The Notice fairly and adequately
10 described the settlement and provided Class Members with adequate instructions and a variety of
11 means to obtain additional information. The Notice fully satisfies the requirements of due process.

12 6. Class Members were given a full opportunity to participate in the Final Approval
13 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly,
14 the Court determines that all Class Members who did not timely and properly opt out of the
15 Settlement are bound by this Order.

16 7. The Court has considered all relevant factors for determining the fairness of the
17 settlement and has concluded that all such factors weigh in favor of granting final approval. In
18 particular, the Court finds that the settlement was reached following meaningful discovery and
19 investigation conducted by Class Counsel; that the settlement is the result of serious, informed,
20 adversarial, and arm's length negotiations between the Parties; and that the terms of the settlement
21 are in all respects fair, adequate and reasonable.

22 8. In so finding, the Court has considered all the evidence presented, including evidence
23 regarding the strength of Plaintiffs' case; the risk, expense and complexity of the claims presented;
24 the likely duration of further litigation; the amount offered in settlement; the extent of discovery
25 completed; and the experience and views of counsel. The Parties have provided the Court with
26 sufficient information about the nature and magnitude of the claims being settled, as well as
27 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
28 which the Parties have agreed.

1 9. Accordingly, the Court finds that the Settlement appears to have been made and
2 entered into in good faith and hereby approves the settlement subject to the limitations on the
3 requested fees and enhancements as set forth below. The Court also finds that settlement now will
4 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties
5 were to continue to litigate the case. Additionally, after considering the monetary recovery provided
6 by the Settlement in light of the challenges posed by continued litigation, the Court concluded that
7 the Settlement provides Class Members with fair and adequate relief.

8 10. The Settlement Agreement is not an admission by Defendant or by the Released
9 Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by
10 Defendant or the Released Parties. Neither this Order, the Settlement Agreement, nor any document
11 referred to in this Order, nor any action taken to carry out the Settlement, may be construed as, or
12 may be used as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses,
13 or liability whatsoever by or against Defendant or the Released Parties. Nothing in the Settlement or
14 this Order is intended to waive or extinguish Defendant's rights to continue to oppose the merits of
15 the claims in this Action or class treatment of the claims in the Action if the Settlement fails to
16 become final or Effective as defined in the Settlement.

17 11. Plaintiffs Psalms Martinez, Nataly Lopez Vargas, and Juan Romero are appointed as
18 the class representatives and PAGA representatives for settlement purposes only. From the Gross
19 Settlement Amount, \$5,000.00 (\$15,000.00 total) shall be paid to each Plaintiff as an enhancement
20 award.

21 12. The settlement of civil penalties under PAGA in the amount of \$100,000 is approved.
22 Seventy-five percent (75%), i.e., \$75,000, shall be paid to the California Labor and Workforce
23 Development Agency. The remaining twenty-five percent (25%), i.e., \$25,000, will be paid to
24 PAGA Group members consistent with the terms of the Settlement Agreement.

25 13. The Court finds that Wilshire Law Firm, PLC, Matern Law Group, PC, and
26 Blumenthal Nordrehaug Bhowmik De Blouw LLP (together, "Class Counsel") have the requisite
27 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
28 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the

position of Class Counsel and hereby appoints Benjamin Haber and Daniel Kramer of Wilshire Law Firm, PLC; Matthew J. Matern and Mikael H. Stahle of Matern Law Group, PC; Aparajit Bhowmik, Kyle R. Nordrehaug, Norman Blumenthal, Nicholas De Blow, and Jeffrey S. Herman of Blumenthal Nordrehaug Bhowmik De Blouw LLP, as Class Counsel for settlement purposes only.

14. From the Gross Settlement Amount, Class Counsel is awarded \$559,488.75 for their reasonable attorneys' fees and \$43,760.54 for their reasonable costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

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

16. The Court approves settlement administration costs and expenses to be paid from the Gross Settlement Amount in the amount of \$13,528.70 to the Settlement Administrator, ILYM Group, Inc. ("ILYM")

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

18. In consideration of the monetary sum provided by Defendant and upon the Effective Date, Plaintiffs, and each Class Member who does not timely opt-out of the settlement, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a controlling ownership interest, shall fully and finally release and discharge Saputo, and its respective former and present parents, subsidiaries, affiliated corporations and entities, including but not limited to Saputo Cheese USA Inc. and Saputo Inc., successors, insurers, clients, and vendors and independent contractors through which Saputo conducts business, and each of their respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, legal representatives, or any individual or entity which could be jointly liable with Saputo and all persons or entities acting by, through, under, or in concert with any of them (collectively, "**Released**

1 **Parties”**), from any and all claims, rights, demands, liabilities, and causes of action of any kind
2 arising from the alleged violation of any provision of common law, California law and/or federal
3 law that occurred during the Class Period and that were pled in the Operative Complaint or could
4 have been pled based on the facts alleged and theories asserted in the Operative Complaint
5 including claims for: failure to timely pay all wages (California Labor Code §§ 201, 202, 203, 204,
6 558); failure to pay all minimum, overtime and reporting time wages, including with respect to the
7 rate at which such wages are paid (California Labor Code §§ 204, 218, 218.5, 221, 225.5, 510,
8 558, 1182.12, 1194, 1194.1, 1194.2, 1197, and applicable sections of the relevant Order of the
9 Industrial Welfare Commission); meal and rest period violations, including with respect to the rate
10 at which premiums are paid (California Labor Code §§ 226.7, 512, 516, 558, and applicable
11 sections of the relevant Order of the Industrial Welfare Commission); failure to provide sick pay
12 or properly pay sick time, including with respect to the rate at which it was paid (California Labor
13 Code §§ 233, 246, 248, 248.5); failure to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5,
14 and section 14 of the relevant Order of the Industrial Welfare Commission); failure to pay vested
15 vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code
16 §§ 227.3, 558); failure to reimburse all necessary business expenses (California Labor Code §§
17 2802, 2804); violation of the IWC California Wage Orders; failure to provide accurate wage
18 statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code § 226,
19 1174, 1174.5); unfair competition in violation of California Business and Professions Code section
20 17200 et seq.; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys’
21 fees as a result thereof, and that arose during the Class Period (“**Released Claims**”).

22 19. Class Members/PAGA Group Members have no opt out rights as to the PAGA
23 portion of the Settlement. Accordingly, upon the Effective Date, in consideration of the PAGA
24 Settlement Amount, Plaintiffs, on behalf of themselves and the State of California, and all PAGA
25 Group members, waive, fully release and forever discharge the Released Parties from any and all
26 claims under PAGA (California Labor Code §§ 2698, et seq.) pled in the Operative Complaint or
27 the PAGA Notices sent by Plaintiffs or that could have been pled based on the facts alleged or
28 theories asserted in the Operative Complaint or the PAGA Notices sent by Plaintiffs, including

claims for: failure to timely pay all wages (California Labor Code §§ 201, 202, 203, 204, 558); failure to pay all minimum, overtime and reporting time wages, including with respect to the rate at which such wages are paid (California Labor Code §§ 204, 218, 218.5, 221, 225.5, 510, 558, 1182.12, 1194, 1194.1, 1194.2, 1197, and applicable sections of the relevant Order of the Industrial Welfare Commission); meal and rest period violations, including with respect to the rate at which premiums are paid (California Labor Code §§ 226.7, 512, 516, 558, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to provide sick pay or properly pay sick time, including with respect to the rate at which it was paid (California Labor Code §§ 233, 246, 248, 248.5); failure to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5, and section 14 of the relevant Order of the Industrial Welfare Commission); failure to pay vested vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to reimburse all necessary business expenses (California Labor Code §§ 2802, 2804); violation of the IWC California Wage Orders; failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code §§ 226, 1174, 1174.5); and that occurred during the PAGA Period (“PAGA Release of Claims”).

20. As of the Effective Date, all members of the Settlement Class, except those that made a valid and timely request to be excluded from the Settlement Class¹, waive, release, discharge, and promise never to assert in any forum or otherwise make a claim against any of the Released Parties for any of the Released Claims arising during the Class Period.

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

22. Notice of entry of this Final Approval Order and Judgment shall be given to Class Members by posting a copy on ILYM’s website for a period of at least forty-five (45) calendar days

¹ Only the following employee excluded himself from the class portion of the settlement and is not bound by the Class Member Release: Carlos Rodriguez.

after the date of entry of this Final Approval Order and Judgment.

23. This document constitutes a judgment for purposes of California Rule of Court 3.769(h).

24. Without affecting the finality of the Judgment, this Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the Parties under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court , including all Class Members and PAGA Group Members, for purposes of enforcing the terms of the Settlement Agreement, addressing settlement administration matters, and addressing such post-judgment matters as may be appropriate under court rules or applicable law.

25. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted.

26. A Final Compliance Hearing is set for September 15, 2025 at 8:30 a.m. in Department 7 of this Court.

27. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all claims released by the Settlement against Defendant and the Released Parties.

28. Judgment in this matter is entered in accordance with the above findings.

IT IS SO ORDERED.

DATE: 03/24/2025



Hon. Gary M. Johnson
Tulare County Superior Court