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6 Attorneys for Plaintiff ISIDRO DE LA ROSA, on behalf of himself
7 and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

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

10
11 ISIDRO DE LA ROSA, on behalf of himself
12 and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

13 Plaintiff,

14 v.

15 G.J. SILVA DAIRY, INC., a California
16 corporation, and DOES 1 through 10,
17 inclusive,

18 Defendants.

CASE NO: CV-23-007395

Assigned to Hon. John R. Mayne, Dept. 21

**(REVISED) [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
FINAL JUDGMENT**

Date: October 2, 2025

Time: 8:30 a.m.

Dept.: 21

19 Complaint filed December 14, 2023

MAJARIAN LAW GROUP APC

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1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
3 ISIDRO DE LA ROSA (“Plaintiff”) against Defendant G.J. SILVA DAIRY, INC., a California
4 corporation (“Defendant”). The Motion for Final Approval of Class Action and PAGA Settlement
5 came before this Court on October 2, 2025.

6 **WHEREAS**, on April 15, 2025, the Court granted preliminary approval of the Class Action
7 and PAGA Settlement Agreement and Release (“Settlement” or “Settlement Agreement”).

8 **WHEREAS**, Plaintiff Isidro De La Rosa has applied to the Court for an order granting final
9 approval of the Settlement Agreement.

10 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
11 Settlement and for entry of an order of final approval and entry of final judgment thereon. The Court
12 has read and considered Plaintiff’s Motion for Final Approval of Class Action Settlement; Motion for
13 Approval of Approval of Attorneys’ Fees and Costs; the Declarations of Marcus Bradley, Isidro De
14 La Rosa, and Cassandra Polites of ILYM Group; and the supporting documents annexed thereto.

15 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,**
16 **ADJUDGED, AND DECREED:**

17 1. The Court has personal jurisdiction over all Class Members and that the Court has
18 subject matter jurisdiction to approve the Settlement;

19 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and in
20 compliance with California Code of Civil Procedure, the California and United States Constitutions
21 (including the due process clauses), the California Rules of Court and any other applicable law, and
22 in the best interest of each of the Parties and the Class members and is hereby finally approved in all
23 respects.

24 3. The Parties are hereby directed to perform the terms of the Settlement as described in
25 the Settlement Agreement according to its terms and provisions.

26 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
27 Members, except those who timely and properly filed Requests for Exclusions, as well as their heirs,
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1 executors, and administrators, successors, and assigns.

2 5. As of October 2, 2025, there have been no exclusions or objections.

3 6. It is ordered that the Class is certified for settlement purposes only. The Court finds
4 that an ascertainable class exists and a well-defined community of interest exists in the questions of
5 law and fact involved because in the context of the Settlement: (i) there are questions of law and fact
6 common to the Class which, as to the Settlement and all related matters, predominate over any
7 individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Class; and (iii) in
8 negotiating, entering into and implementing the Settlement, Plaintiff and Plaintiff's Attorneys have
9 fairly and adequately represented and protected the interest of the Class.

10 7. The Court finds that the Notice and notice methodology implemented pursuant to this
11 Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
12 calculated, under the circumstances, to apprise the Class of the pendency of the Action, their right to
13 object to or exclude themselves from the proposed Settlement and their right to appear at the Final
14 Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all
15 persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of
16 Civil Procedure, the California and United States Constitution (including the Due Process Clause),
17 the California Rules of Court and any other applicable law.

18 8. The Class is hereby made final. The "Class" or "Settlement Class" is defined as: All
19 of Defendant's current and former non-exempt employees in the State of California who worked for
20 Defendant at any time between October 19, 2019 through September 30, 2024.

21 9. "Aggrieved Employees" or "PAGA Group" is defined as: All of Defendant's current
22 and former non-exempt employees in the State of California who worked for Defendant at any time
23 between October 19, 2019 and September 30, 2024.

24 10. The "Class Period" is the period from October 19, 2019 through September 30, 2024.

25 11. The "PAGA Period" is the period from October 19, 2019 through September 30,
26 2024.

27 12. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,
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1 Plaintiff shall release all claims against Defendant and any of its former and present parents,
2 subsidiaries, affiliates, owners, insurers, insurance policies, and benefit plans; each of the former and
3 present officers, directors, employees, equity holders (including, without limitation, partners,
4 shareholders, holders of membership interests, or any other person or entity with an interest in or
5 obligation regarding Defendants' assets or liabilities), agents, representatives, administrators,
6 fiduciaries, and attorneys of the entities and plans described in this sentence; and any other
7 predecessors, successors, transferees, and assigns of each of the persons and entities described in this
8 sentence ("Released Parties") as outlined in the Settlement Agreement.

9 13. Pursuant to the Settlement Agreement, upon the Effective Date of the settlement,
10 Plaintiff and the Participating Class Members shall release Defendant and the Released Parties from
11 any and all claims, demands, liabilities, damages, penalties, premiums, attorneys' fees, costs, expert
12 witness fees under state, federal, and/or local law against Releasees that were alleged or that could
13 have been alleged based on the facts alleged in Plaintiffs operative complaint, or that arise from, are
14 attributable to and/or are related to the facts and/or allegations asserted in Plaintiffs operative
15 complaint and/or the Labor Code violations alleged in Plaintiffs September 12, 2023 Labor and
16 Workforce Development ("LWDA") notice letter, including, but not limited to, for underlying claims
17 based on alleged failure to pay all minimum and/or overtime wages and at the appropriate legal rate,
18 failure to provide meal periods or premium payments in lieu thereof at the appropriate legal rate,
19 failure to provide rest periods or premium payments in lieu thereof at the appropriate legal rate,
20 failure to provide paid sick leave or pay paid sick leave at the appropriate legal rate, failure to provide
21 accurate itemized wage statements (based on both direct and derivative theories of liability), failure
22 to maintain accurate payroll and employment records, failure to timely pay all wages due during
23 employment and/or at separation, failure to reimburse business expenses incurred, violation of
24 Business & Professions Code § 17200 *et seq.*, and any and all related claims and penalties that arose
25 during the PAGA Release Period. Plaintiff and the State of California (acting through Plaintiff as its
26 authorized PAGA representative) release the Released Parties from the Released PAGA claims.
27 Plaintiff agrees to amend the PAGA notice to include additional more specific Labor Code
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1 violations. The release of PAGA claims will be effective as to Aggrieved Employees regardless of
2 whether or not they exclude themselves from the Class Settlement.

3 14. The Gross Settlement Amount is Two-Hundred Thousand Dollars and Zero Cents
4 (\$200,000.00). The Net Settlement Amount shall be determined according to the terms of the
5 Settlement Agreement.

6 15. The Court orders the calculations and the payments to be made and administered in
7 accordance with the terms of the Settlement Agreement.

8 16. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
9 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby
10 confirms Bradley/Grombacher LLP as Class Counsel in this Action.

11 17. The Court hereby finds the unopposed application of Class Counsel for a costs and
12 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light of
13 all the circumstances, and is hereby granted. Of the Gross Settlement Amount, \$70,000.00 shall be
14 paid for attorney fees and \$14,846.74 shall be paid for litigation costs.

15 18. The unopposed application of Class Counsel for a Class Representative Service
16 Payment is hereby granted. Of the Gross Settlement Amount, \$10,000.00 as Class Representative
17 Service Payment shall be allocated to Named Plaintiff Isidro De La Rosa.

18 19. The unopposed application of Class Counsel for claims administration fees to ILYM
19 Group is hereby granted. Of the Gross Settlement Amount, \$6,350.00 shall be paid for settlement
20 administration fees.

21 20. The Court approves the PAGA Penalties in the amount of \$25,000.00. The Court
22 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$18,750.00.
23 The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$6,250.00
24 shall be allocated to the Aggrieved Employees according to the terms of the Settlement Agreement.

25 21. If a Participating Class Member does not cash his or her settlement check within 180
26 days, the uncashed funds shall be transmitted by the Settlement Administrator to the non-profit
27 Jessica's House pursuant to Cal. Code Civ. Proc. section 384(b)(3)(C). The Court finds there is a
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1 nexus between the mission of Jessica's House and the interests of the Class.

2 22. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees,
3 or for any other charge, expense, or liability, except as provided for in the Settlement Agreement.

4 23. The Parties are authorized, without further approval from the Court, to agree to and to
5 adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached
6 hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement
7 Class Members under the Stipulation.

8 24. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall
9 retain continuing jurisdiction over the Actions, the Parties, and the Class, as well as the
10 administration and enforcement of the terms of the Settlement of this action to enforce the terms of
11 the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing
12 jurisdiction over the Actions, the Parties, and the Class, as well as the administration and
13 enforcement of the Settlement. Any disputes or controversies arising with respect to the
14 interpretation, consummation, enforcement, or implementation of the Settlement shall be presented
15 by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the
16 Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement
17 Agreement.


18 25. This Final Order shall constitute a final judgment.

19 26. The Court hereby dismisses the action (including all individual claims and Released
20 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in the
21 Settlement Agreement.

22 27. The Court orders that a statement of disbursement be filed on or before June 26, 2026,
23 and the Court sets the matter for a compliance hearing on July 30, 2026, at 8:30 a.m. in Dept. 21.

24 **IT IS SO ORDERED.**

25 10/6/2025
26 Dated: _____, 2025



HONORABLE JOHN R. MAYNE
JUDGE OF THE STANISLAUS SUPERIOR COURT

PROOF OF SERVICE

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

On October 1, 2025, I served the foregoing documents described as
(REVISED) [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND FINAL JUDGMENT
on all interested parties in this action as follows: **SEE ATTACHED SERVICE LIST**

☐ **(VIA US MAIL)** I caused such envelope(s) to be deposited in the mail at Westlake Village, California with postage thereon fully prepaid.
I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day

☒ **(BY ELECTRONIC MAIL)** On the above date, I served the aforementioned document(s) by electronic mail to the parties' email addresses as they are known to me on the attached Service List. My email address is sboucher@bradleygrombacher.com. I did not receive, under a reasonable period of time, any indication that the email did not go through.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed October 1, 2025, at Westlake Village, California.

Suzette Boucher
Suzette Boucher

De la Rosa v. G.J. Silva Dairy, Inc.
Stanislaus County Superior Court Case No. CV-2007395

Service List

Stacy Henderson HENDERSON HATFIELD 1101 15 th Street Modesto, California 95354 Main: (209) 599-5003 Fax: (209) 599-5008 Direct: (209) 924-4894 stacy@hendersonhatfield.com vanessa@hendersonhatfield.com	Attorneys for Defendant G.J. SILVA DAIRY, INC.
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