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Superior Court of California  
County of Stanislaus  
Hugh K. Swift  
Clerk of the Court  
By: Cynthia Hurtado, Deputy

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF STANISLAUS

DANNY LEE WATTLE, an individual,  
CRISTINA BRAVO, an individual, on  
behalf of themselves and all others  
similarly situated,

Plaintiff,

vs.

PLM OPERATIONS LLC, a Delaware  
limited liability company, TROPICALE  
FOODS, LLC, a California limited liability  
company, f/k/a TROPICALE FOODS,  
INC., TRINITY PERSONNEL, INC., a  
California corporation; and DOES 1  
through 25, inclusive.

Case No.: CV-22-001613

ASSIGNED FOR ALL PURPOSES TO:  
John D. Freeland  
Department 23

**~~[REVISED PROPOSED]~~ ORDER  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
ENTERING JUDGMENT THEREON**

Hearing:  
Date: September 30, 2025  
Time: 8:30 a.m.  
Dept.: 23

Complaint Filed: April 12, 2022  
First Am. Complaint Filed: May 13, 2024  
Trial Date: None Set

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**ORDER GRANTING FINAL APPROVAL AND**  
**ENTERING JUDGMENT THEREON**

This matter came on for hearing on September 30, 2025, in Department 23 of the above-captioned court on the unopposed Motion for Final Approval of the Class Action Settlement.

Having considered the Stipulation And Agreement For Class Action And PAGA Settlement (the "Settlement Agreement" or "Settlement") which is attached as **Exhibit "1"** to the Memorandum filed in Support of the Motion for Final Approval; having granted preliminary approval of the same and conditional certification of the Class for settlement purposes only on December 5, 2024; having entered an Order directing that the Notice Packet be mailed to the Class; having conducted a hearing regarding whether the Settlement should be granted final approval; having considered the submissions filed by the respective Parties; and good cause appearing therefor; the Court

**HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

1. The Court has jurisdiction over Plaintiffs Danny Wattle and Cristina Bravo ("Plaintiffs"), Defendants Tropicale Foods, LLC, PLM Operations LLC, and Trinity Personnel, Inc. ("Defendants"), and the subject matter of the action.

2. The Court hereby GRANTS final approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement, including the definition of the Class and the Class Period as stated below. The Court finds that the Settlement terms are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure and Rule 3.769 of the California Rules of Court.

3. The following definitions, as provided in the Settlement, shall apply herein:

A. **"Class," "Class Member(s)," "Settlement Class," or "Settlement Class Member(s)"** means all current and former non-exempt employees who worked at a Tropicale Foods Location in California as an hourly non-exempt employee at any time from April 12, 2018 through January 28, 2024.

B. **"Class Period"** means April 12, 2018, through and including January

1 28, 2024.

2 C. **“Complaint”** means the First Amended Complaint filed by Plaintiffs  
3 on May 13, 2024 in the Class Action. The term “Complaint” includes the attachments to the  
4 First Amended Complaint.

5 D. **“Covered Claims”** and **“Released Claims”** means all claims, causes  
6 of action, and forms of relief during the Class Period which are asserted in the Complaint or  
7 that could have been asserted based on the facts and allegations made in the Complaint. This  
8 release includes claims for alleged unpaid wages, minimum wages, hours worked, overtime  
9 or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely payment  
10 of wages at separation, wage statements, meal periods and meal period premiums, rest  
11 breaks and rest break premiums, unreimbursed expenses, unfair competition, unfair business  
12 practices, unlawful business practices, fraudulent business practices, declaratory relief,  
13 statutory penalties of any nature (including but not limited to waiting-time penalties),  
14 interest, fees, and costs, and includes claims under or for violation of California Labor Code  
15 sections 200, 201, 202, 203, 204, 208, 210, 218, 218.6, 226, 226.3, 226.7, 246, 247.5, 256,  
16 432, 510, 512, 558, 558.1, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1,  
17 1198, 1198.5, 1199, 2802, and 2810.3, claims for violation of all similar provisions or  
18 requirements of local or California law (including the provisions of the California Code of  
19 Regulations, the California Industrial Welfare Commission Wage Orders, the General  
20 Minimum Wage Order, and Business & Professions Code §§ 17200 et seq.), claims for  
21 violations of all similar provisions or requirements of federal law (including 29 U.S.C. §  
22 206, 207, and 216), as well as all other claims under local, state, or federal law arising out  
23 of the facts and allegations in the Complaint, which the Class and/or any Class Member has  
24 ever had, or hereafter may claim to have, for the Class Period. The Covered Claims do not  
25 include any claims under PAGA, as such claims are covered by a separate release in this  
26 Agreement.

27 E. **“PAGA Claims”** means all claims and forms of relief under PAGA  
28 during the PAGA Period which are asserted in the Complaint or that could have been

1 asserted based on the facts and allegations made in the Complaint. This release includes  
2 PAGA civil penalty claims for alleged unpaid wages, minimum wages, hours worked,  
3 overtime or double time wages, regular rate of pay, bonus and incentive pay, sick pay, timely  
4 payment of wages at separation, wage statements, meal periods and meal period premiums,  
5 rest breaks and rest break premiums, and unreimbursed expenses, and includes all PAGA  
6 civil penalty claims and PAGA relief under or for violation of California Labor Code  
7 sections 200, 201, 202, 203, 204, 208, 210, 218, 218.6, 226, 226.3, 226.7, 246, 247.5, 256,  
8 432, 510, 512, 558, 558.1, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1,  
9 1198, 1198.5, 1199, 2802, and 2810.3, as well as all other PAGA claims arising out of the  
10 facts and allegations in the Complaint.

11           F.     **“PAGA Group”** and **“PAGA Group Members”** means all Class  
12 Members who worked as an hourly non-exempt employee at a Tropicale Foods Location in  
13 California at any time during the PAGA Period.

14           G.     **“PAGA Period”** means January 8, 2021 through January 28, 2024.

15           H.     **“Participating Class Member”** means any Class Member who does  
16 not timely submit a Request for Exclusion.

17           I.     **“Released Parties”** means (i) Defendants; (ii) each of Defendants’  
18 respective past, present and future parents, subsidiaries, and affiliates including, without  
19 limitation, any corporation, limited liability company, or partnership (including Tropical  
20 Foods, Inc.); (iii) the past, present and future shareholders, directors, officers, agents,  
21 employees, attorneys, insurers, members, partners, managers, contractors, agents,  
22 consultants, representatives, administrators, fiduciaries, benefit plans, transferees,  
23 predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or  
24 entity which could be jointly liable with any of the foregoing, including, but not limited to,  
25 temporary agencies.

26           J.     **“Tropicale Foods Location”** means any facility in California operated  
27 by Tropicale Foods, LLC or PLM Operations LLC, at which one or more Class Members  
28 worked during the Class Period.

1           4.       The Court has determined that the Notice Packet fully and accurately informed  
2 all Class Members of the material elements of the Settlement, constituted the best notice  
3 practicable under the circumstances, and constituted valid, due and sufficient notice to all  
4 Class Members.

5           5.       The Court hereby grants final approval of the Settlement as fair, reasonable  
6 and adequate.

7           6.       The Court approves the non-reversionary settlement amount of One Million  
8 Four Hundred And Seventy Thousand Dollars and Zero Cents (\$1,470,000.00) (the “Gross  
9 Settlement Fund”) established to fund the Settlement as fair, reasonable, and adequate.

10          7.       The Court approves the payment for Settlement Administration Costs incurred  
11 by Atticus Administration, LLC in the amount of \$29,500 to be paid from the Gross  
12 Settlement Fund as provided in the Settlement Agreement.

13          8.       The Court approves Service Awards to the Class Representatives in the  
14 amount of \$10,000 to Plaintiff Danny Wattle and \$10,000 to Plaintiff Cristina Bravo, to be  
15 paid from the Gross Settlement Fund as provided in the Settlement Agreement.

16          9.       The Court approves the PAGA Payment of \$40,000, with \$30,000 payable to  
17 the California Labor & Workforce Development Agency (“LWDA”) and \$10,000 payable  
18 to PAGA Group Members, to be paid from the Gross Settlement Fund.

19          10.      The Court approves the payment of attorneys’ fees to Class Counsel from the  
20 Gross Settlement Fund in the total amount of \$514,500, with \$257,250 payable to Pimentel  
21 Law, P.C. and \$257,250 payable to Scheppach Bauer PC.

22          11.      The Court approves the payment of costs to Class Counsel from the Gross  
23 Settlement Fund in the total amount of \$17,913.34, with \$6,329.80 payable to Pimentel Law,  
24 P.C. and \$11,583.54 payable to Scheppach Bauer PC.

25          12.      The Court hereby directs Defendants to fund the Settlement in accordance with  
26 the terms of, and by the deadlines supplied in, the Settlement.

27          13.      The Court hereby directs the Settlement Administrator to make all  
28 disbursements in accordance with the terms of, and by the deadlines supplied in, the

1 Settlement Agreement.

2       14.     As set forth in the Settlement Agreement, the Settlement Administrator will  
3 prepare and mail settlement checks for each Participating Class Member and PAGA Group  
4 Member in the amount of his or her Individual Settlement Payment. The checks will indicate  
5 on their face that they are void if not negotiated within one hundred and eighty (180) days  
6 of their issuance. In the event a settlement check is returned to the Settlement Administrator  
7 with a forwarding address, the settlement check will be forwarded to the forwarding address.  
8 In the event a settlement check is returned to the Settlement Administrator without a  
9 forwarding address or is otherwise undeliverable, the Settlement Administrator will use  
10 reasonable efforts to search for a better address and re-mail the returned check, if possible.  
11 If the search does not provide a better address, or the settlement check is ultimately returned  
12 without a forwarding address, neither Defendants, Class Counsel nor the Settlement  
13 Administrator shall be required to take further action to achieve delivery of the check to the  
14 Class Member. If within the 180-day period the Class Member contacts the Settlement  
15 Administrator, or if Class Counsel does so on his or her behalf, the settlement check will be  
16 reissued and mailed to the address the Class Member (or Class Counsel) provides. Any such  
17 reissued settlement checks will indicate on their face that they are void if not negotiated  
18 within one hundred and eighty (180) days of their issuance.

19       15.     Any monies not able to be delivered to a Class Member after one address  
20 follow-up on returned mail and any settlement checks not cashed within one hundred and  
21 eighty (180) days of issuance will escheat to the State of California, Unclaimed Property  
22 Division, in the name of the corresponding Class Member.

23       16.     Any Class Member who submitted a valid and timely Request for Exclusion  
24 shall no longer be a Class Member, shall not be bound by the Settlement, shall have no right  
25 to object to the Settlement, and shall receive no Class Member Payment. However, if a  
26 Class Member who is a PAGA Group Member submitted a valid and timely Request For  
27 Exclusion, the PAGA Group Member shall still be bound by the Settlement to the extent it  
28 pertains to the PAGA Claims.

1           17.     Upon the filing of this Order Granting Final Approval, Class Members who  
2 did not timely exclude themselves from the Settlement will be deemed to have released the  
3 Released Parties from the Released Claims, as set forth in the Settlement Agreement. Class  
4 Members who did not timely object to the Settlement are barred from prosecuting or  
5 pursuing any appeal of this Order Granting Final Approval. Upon the filing of this Order  
6 Granting Final Approval, PAGA Group Members will be deemed to have released the  
7 Released Parties from the PAGA Claims, as set forth in the Settlement Agreement. PAGA  
8 Group Members who did not timely object to the Settlement are barred from prosecuting or  
9 pursuing any appeal of this Order Granting Final Approval.

10           18.     Neither this Order Granting Final Approval nor the Settlement shall constitute  
11 an admission by Defendants of any liability or wrongdoing whatsoever, nor is this Order  
12 Granting Final Approval a finding of the validity or invalidity of any claims in the action or  
13 a finding of wrongdoing by Defendants herein.

14           19.     Each Party will bear its own attorneys' fees and costs, except as provided for  
15 in the Settlement and this order.

16           20.     By signing and filing this Order Granting Final Approval, the Court decrees  
17 that the Participating Class Members shall be conclusively deemed to have released and  
18 forever discharged the Released Parties from all Released Claims. By signing and filing this  
19 Order Granting Final Approval, the Court decrees that the PAGA Group Members shall be  
20 conclusively deemed to have released and forever discharged the Released Parties from all  
21 PAGA Claims.

22           21.     Without affecting the finality of this Order Granting Final Approval in any  
23 way, and pursuant to California Rules of Court, Rule 3.768(h), the Court reserves exclusive  
24 and continuing jurisdiction over the action for purposes of supervising the implementation,  
25 enforcement (CCP § 664.6), construction, administration and effectuation of the Settlement.  
26 Should Defendants fail to fund the Settlement, the Court reserves the power to issue an order  
27 invalidating any release set forth in the Settlement or in this Order, and negating any res  
28 judicata effect of this Order.



1           22.     The Court hereby sets a compliance hearing on **June 2, 2026, at 8:30 a.m. in**  
2 **Department 23**, to confirm full administration of the Settlement. Class Counsel shall  
3 submit a compliance report no later than five (5) court days before the date set for the  
4 compliance hearing, which shall include the total amount that was actually paid to Class  
5 Members pursuant to the Settlement. At the time of the compliance hearing or in connection  
6 therewith, the Court shall amend the judgment (if necessary) to direct that the sum of any  
7 unclaimed/uncashed funds, plus interest (if any), shall be distributed as set forth in the  
8 Settlement Agreement.

9           23.     Notice of this executed Order Granting Final Approval Of Class Action  
10 Settlement shall be posted on the Settlement Administrator's website and may be removed  
11 following the status conference date set forth above.

12           **IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

13  
14 Dated: 10/3/2025

  
\_\_\_\_\_  
Judge of the Superior Court of California  
John Freeland