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

ANNABEL DAVALOS, individually and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

LA SUPERIOR CENTRAL OFFICE, INC., an
unknown business entity; LA SUPERIOR
NORTHGATE, INC. an unknown business
entity; LA SUPERIOR SUPER MERCADOS,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 34-2021-00305182-CU-OE-
GDS
Assigned to Hon. Lauri A. Damrell
Department 22

~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT

Date: March 28, 2025
Time: 9:00 a.m.
Dept.: 22

Complaint Filed: July 29, 2021

FILED
Superior Court of California
County of Sacramento
03/28/2025
V. Aleman, Deputy

1 This matter has come before the Honorable Lauri A. Damrell in Department 22 of the
2 above-entitled Court, located at 720 9th Street, Sacramento, California 95814, on Plaintiff
3 Annabel Davalos' ("Plaintiff" or "Class Representative") Notice of Motion and Motion for Final
4 Approval of Class Action Settlement, Attorneys' Fees and Costs, and Service and Release
5 Payment; Memorandum of Points and Authorities ("Motion for Final Approval"). Gundzik
6 Gundzik Heeger LLP appeared on behalf of Plaintiff and Farbstein & Blackman appeared on
7 behalf of Defendants LA Superior Central Office, Inc., LA Superior Northgate, Inc., and LA
8 Superior Super Mercados ("Defendants") (together with Plaintiff, the "Parties").

9 On November 22, 2024, the Court entered the Order Granting Preliminary Approval of
10 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
11 settlement of the above-entitled action ("Action") in accordance with the Stipulation of Class
12 Action Settlement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with
13 the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the Parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
19 Settlement Agreement.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Actions.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

27 All individuals who were employed by Defendants in California as non-exempt employees
28 during the Class Period (July 29, 2017, through February 29, 2024).

1 4. The Court Approved Notice of Class Action Settlement (“Class Notice”) that was
2 provided to the Class Members, fully and accurately informed the Class Members of all material
3 elements of the Agreement and of their opportunity to participate in the Class Settlement, object
4 to or comment to the Class Settlement, or to seek exclusion from the Class Settlement; was the
5 best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
6 Members; and complied fully with the laws of the State of California, the United States
7 Constitution, due process and other applicable law. The Class Notice fairly and adequately
8 described the Agreement and provided the Class Members with adequate instructions and a variety
9 of means to obtain additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 Agreement and finds that it is reasonable and adequate, and in the best interests of the Class as a
12 whole. More specifically, the Court finds that the Settlement Agreement was reached following
13 meaningful discovery and investigation conducted by Lawyers *for* Justice, PC and Gundzik
14 Gundzik Heeger LLP (“Class Counsel”); that the Settlement Agreement is the result of serious,
15 informed, adversarial, and arms-length negotiations between the parties; and that the terms of the
16 Agreement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered
17 all of the evidence presented, including evidence regarding the strength of Plaintiff’s claims; the
18 risk, expense, and complexity of the claims presented; the likely duration of further litigation; the
19 amount offered in the Settlement Agreement; the extent of investigation and formal and informal
20 discovery completed; and the experience and views of Class Counsel. The Court has further
21 considered the absence of objections to the Class Settlement submitted by Class Members.
22 Accordingly, the Court hereby directs that the Class Settlement be affected in accordance with the
23 Settlement Agreement and the following terms and conditions.

24 6. A full opportunity has been afforded to the Class Members to participate in the
25 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
26 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
27 the Class Settlement. Accordingly, the Court determines that all Class Members who have not
28 submitted a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class

Members”), are bound by the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”).

7. The Court finds that payment of Settlement Administration Costs in the amount not to exceed \$8,950.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, ILYM Group, Inc., shall issue payment to itself in the amount of \$8,950.00, in accordance with the terms and methodology set forth in the Agreement.

8. The Court finds that the Service and Release Payment sought is fair and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement Administrator issue payment in an amount up to \$7,500.00 to Plaintiff Annabel Davalos for her Service and Release Payment, according to the terms and methodology set forth in the Agreement.

9. The Court finds that the requested Attorneys’ Fees and Costs in the amount of up to ~~35%~~ ^{10%} of the Total Settlement Amount (i.e., up to ~~\$325,500.00~~ ^{\$93,000.00}, if the Total Settlement Amount remains \$930,000.00) to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of up to ~~\$325,500.00~~ ^{\$93,000.00} to Class Counsel for attorneys’ fees, in accordance with the terms and methodology set forth in the Agreement (10% of which will be withheld by the Settlement Administrator until the completion of the distribution process and Court approval of a final accounting).

10. The Court finds that the requested Litigation Costs of \$9,695.34 is reasonable, and is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$9,695.34 to Class Counsel for reimbursement of litigation and settlement of the Action, in accordance with the terms and methodology set forth in the Agreement.

11. The table set forth below shows the calculation of the Net Settlement Amount, to be distributed pursuant to the Settlement:

Total Settlement Amount	\$930,000.00
Attorneys’ Fees	\$ 325,500 ^{\$ 93,000}

Litigation Costs	\$9,695.34
Service and Release Payment	\$ 7,500.00
Settlement Administration Costs	\$ 8,950.00
Net Settlement Amount to be paid to Settlement Class Members	\$578,354.66 \$0

12. The Court hereby enters Judgment by which Settlement Class Members shall be conclusively determined to have given a release of any and all Class Released Claims against the Released Parties, as set forth in the Agreement and Class Notice.

13. Within seven (7) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of the Settlement.

14. Pursuant to the terms of the Settlement, Defendants have deposited \$316,666.67 with the Settlement Administrator. Defendants shall deposit a second installment in the amount of \$306,666.67 with the Settlement Administrator on or before June 30, 2025, and shall deposit a final installment in the amount of \$306,666.66 plus \$20,000.00 for the Employer's Withholding Share, with the Settlement Administrator on or before June 30, 2026.

15. Within ten (10) calendar days of the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to Settlement Class Members; (b) Service and Release Payment to Plaintiff; (c) Attorneys' Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to the Settlement Administrator.

16. Each Individual Settlement Payment and Individual PAGA Payment check shall be valid and negotiable for 180 calendar days after mailing by the Settlement Administrator. If a Class Member's check is not cashed within 180 calendar days, the check will be void and a stop payment order will be placed on the check. The funds represented by all uncashed settlement checks will be transmitted by the Settlement Administrator to the California State Controller as unclaimed property in the name of the individual Settlement Class Member.

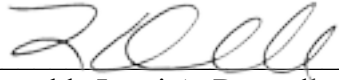
17. After entry of this Final Approval Order and Judgment, pursuant to California Rules

1 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
2 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
3 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
4 any dispute arising from or in connection with the distribution of settlement benefits.

5 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
6 Settlement Class Members by posting a copy of the Final Approval Order and Judgment on the
7 Settlement Administrator's website for a period of at least 60 calendar days after the date of entry
8 of this Final Approval Order and Judgment. Individualized notice is not required.

9 Dated: HEB 03




Honorably Lauri A. Damrell
Judge of the Superior Court