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**FILED**  
Superior Court of California  
County of Sacramento  
**05/29/2026**  
J. Servantez, Deputy

7 Attorneys for Plaintiff Esmeralda Castanon and Natasha King,  
8 individually and on behalf of all others similarly situated

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SACRAMENTO**

12  
13 ESMERALDA CASTANON, and JOHN  
DURON, on behalf of themselves and all others  
14 similarly situated,

15 Plaintiffs,

16 v.

17 WINCO HOLDINGS, INC., an Idaho  
Corporation, doing business as WINCO FOODS;  
18 and DOES 1-10, inclusive,

19 Defendants.

Case No. 34-2020-00282233

Assigned for all purposes to:  
Hon. Jill H. Talley

**PROPOSED ORDER GRANTING MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT AND  
REQUEST FOR ATTORNEYS' FEES AND  
COSTS**

Date: May 22, 2026  
Time: 9:00 a.m.  
Dept.: 8A

Complaint Filed: May 19, 2020  
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs’ Motion for Final Approval of Class  
2 Action and PAGA Settlement and Request for Attorneys’ Fees and Costs, and having heard argument on  
3 the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action, including the  
5 members of the Class.

6 2. The Amended Joint Stipulation of Class Action and PAGA Settlement and Release of Claims  
7 (“Settlement Agreement”), attached as Exhibit 1 to the Supplemental Declaration of James R. Hawkins  
8 in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, filed on or about  
9 December 1, 2025, is the product of arms-length negotiations between the parties and the terms of the  
10 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Class. The  
11 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court orders  
12 the parties to the Settlement Agreement to perform forthwith their respective duties and obligations  
13 thereunder.

14 3. The Class, which was provisionally certified by the Court in its January 6, 2026 Order  
15 Granting Preliminary Approval, hereby is certified under California Code of Civil Procedure Section 382  
16 for purposes of settlement only. The Class includes all current and former non-exempt, hourly  
17 employees working for WinCo in California at its retail stores and distribution centers at any time  
18 between May 19, 2016 to August 28, 2024.

19 4. The Court adjudges all Plaintiffs and all Class Members who did not opt out to release the  
20 Released Parties (as defined in the Settlement Agreement) from for any and all claims that were raised or  
21 could have been raised based on the factual allegations made in the operative First Amended  
22 Consolidated Complaint including but are not limited to: (1) unpaid minimum wages; (2) unpaid  
23 overtime wages; (3) failure to provide lawful meal periods; (4) failure to authorize and permit rest  
24 periods; (5) failure to timely pay wages owed upon separation from employment; (6) wages not timely  
25 paid during employment; (7) failure to furnish accurate itemized wage statements; (8) failure to keep  
26 requisite payroll records; (9) unreimbursed business expenses; (10) unpaid sick pay; (11) unpaid vacation  
27 pay; (12) violation of the Unfair Competition Law; (13) claims for civil penalties pursuant to the Labor  
28 Code Private Attorneys General Act of 2004 due to any Labor Code violations by WinCo arising out of

1 or related to events alleged in the First Amended Consolidated Complaint including, but not limited to,  
2 Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 245-249, 510,  
3 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800-  
4 2802, 2804, 2810.5, and failure to perform or tender any rate of pay adjustment to any kind of wage,  
5 benefit, or other benefit whatsoever, and the applicable IWC wage orders; (14) any and all claims arising  
6 out of alleged violations of the California Labor Code, including sections 201, 202, 203, 204, 210, 218.5,  
7 218.6, 221, 226, 226.3, 226.7, 227.3, 245-249, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12,  
8 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800-2802, 2804, 2810.5 and the applicable IWC wage  
9 orders; (13) penalties of any nature; (14) interest; (15) attorneys' fees and costs; and (16) any other  
10 claims arising out of or related to the First Amended Consolidated Complaint filed in the Action  
11 (collectively, the "Released Claims").

12 6. Under the Settlement Agreement, Defendant promises to pay the Gross Settlement Amount of  
13 \$8,250,000.00, and the Settlement Administrator is ordered to distribute to the Settlement Class  
14 Members and to the Aggrieved Employees their respective settlement payments as provided in the  
15 Settlement Agreement. Funds attributable to uncashed checks that remain after the check void date shall  
16 be forwarded to the California State Controller's Unclaimed Property Fund. No funds shall revert to  
17 Defendant.

18 7. The Court further orders that the Class Members be provided with notice of this Judgment  
19 under California Rule of Court 3.771(b), and the Settlement Administrator shall post a copy of this Order  
20 and Judgment on its website for a minimum of sixty (60) days.

21 8. The Court approves an award of attorneys' fees to Class Counsel in the amount of  
22 \$2,750,000.00 (representing 33.33% of the Gross Settlement Amount) as follows: \$2,227,500.00 to  
23 James Hawkins APLC, \$247,500.00 to JCL Law Firm, APC and Zakay Law Group, APLC, and  
24 \$275,000.00 to Falakassa Law, P.C. and Bokhour Law Group, P.C. Such amount shall be paid as  
25 provided in the Settlement Agreement.

26 9. The Court approves an award of litigation costs and expenses to Class Counsel in the amount  
27 of \$71,747.17 as follows: as follows: \$64,914.49 to James Hawkins APLC, \$2,100.77 to JCL Law Firm,  
28 APC, \$2,736.01 to Zakay Law Group, APLC, and \$1,995.90 to Bokhour Law Group, P.C. Such amount

1 shall be paid as provided in the Settlement Agreement.

2 10. The Court approves Class Representative Incentive Payments to Class Representatives as  
3 follows: \$10,000.00 to Plaintiff Esmeralda Castanon, and \$5,000.00 each to Plaintiffs Natasha King,  
4 Geneva Putnam, Darlene Kanenbley, Andrew Caro, and Everardo Garza Jr., for a total of \$25,000.00,  
5 and the Settlement Administrator is ordered to make such payments consistent with the terms of the  
6 Settlement Agreement.

7 11. The Settlement Agreement provides the Settlement Administrator, ILYM Group, Inc., shall  
8 be paid from the Gross Settlement Amount for its services in administering the Settlement. As set forth  
9 in the Declaration of Nathalie Beltran, the Settlement Administrator is owed \$99,950.00 for services  
10 rendered and to be rendered in administering the settlement. The Court therefore orders that ILYM  
11 Group, Inc. be paid that amount from the Gross Settlement Amount consistent with the terms of the  
12 Settlement Agreement.

13 12. The Court approves the PAGA penalties in the amount of \$412,500.00, to be paid from the  
14 Gross Settlement Amount, and finds that amount is fair, reasonable, and adequate, and furthers the  
15 purposes underlying PAGA. \$309,375.00 of this amount (75%) will be paid to the LWDA as the state's  
16 share of the civil penalties, and the remainder of \$103,125.00 (25%) will be distributed to the Aggrieved  
17 Employees consistent with the terms of the Settlement Agreement.

18 13. The Court hereby schedules a non-appearance compliance review hearing for ~~February 29,~~ <sup>OF 1:41E</sup>  
19 2027, at 10:30 a.m., in Department 8A of the Sacramento County Superior Court. The Parties are  
20 ordered to file a declaration regarding the status of distribution of the settlement funds at least fifteen (15)  
21 days prior to the settlement compliance hearing. If the Court is satisfied that the settlement funds have  
22 been fully distributed, no appearance will be required at the compliance hearing.

23 14. Under California Rule of Court 3.769(h), without affecting the finality of this Order and  
24 Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement of the  
25 Settlement Agreement pursuant to further orders of this Court until the final judgment contemplated  
26 becomes effective and each and every act agreed to be performed by the parties has been performed  
27 under the terms of the Settlement Agreement; (2) any other action necessary to conclude this settlement  
28 and to implement the Settlement Agreement; and (3) the enforcement, construction, and interpretation of

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the Settlement Agreement.

15. Neither this Order and Judgment nor the Settlement Agreement upon which it is based are an admission or concession by any party of any fault, omission, liability or wrongdoing. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The final approval of the parties' settlement will not constitute any opinion, position or determination of this Court as to the merits of the claims or defenses of any party.

16. Pursuant to California Code of Civil Procedure section 382, California Rules of Court, rule 3.769, and Labor Code section 2699 et seq., judgment is hereby entered in favor of Plaintiffs and all Settlement Class Members and against Defendant consistent with the terms of this Order and the Settlement Agreement.

**IT IS SO ORDERED AND ADJUDGED.**

Dated: 05/29/2026



HON. JILL H. TALLY  
Judge of the Superior Court

