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Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 01 2021

BY _____
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JOSE OMAR SOMOZA GARCIA, MARIO R. LANDA RESA, and RAUL RIVERA, individuals, on behalf of themselves, the State of California, as a private attorneys general, and on behalf of all others similarly situated,

Plaintiffs,

v.

CARDENAS MARKETS, LLC, a Delaware Limited Liability Company; MI PUEBLO NEWCO, LLC, a Delaware Limited Liability Company; and DOES 1 TO 50, inclusive,

Defendants.

Case Number: CIVDS1917380

Assigned to the Hon. David Cohn

[~~PROPOS~~ED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

HEARING INFO

Date: July 1, 2021
Time: 10:00 a.m.
Dept.: S26

Complaint Filed: June 12, 2019
FAC Filed: February 2, 2021

Preliminary Approval Granted: March 3, 2021

[~~PROPOSED~~] ORDER

This matter having come for hearing on July 1, 2021, regarding the unopposed Motion for Final Approval of Class Action Settlement on the terms set forth in the Class Action Settlement Agreement and Release of Claims (the "Settlement"). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement), and having considered the Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meanings given as those terms are used and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion for Order Granting Final Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of Jonathan Melmed in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1** and is made a part of this order.

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve this Settlement and all exhibits thereto.

3. For settlement purposes only, the Court finally certifies the Class, as defined in the Settlement and as follows: "*all current and former non-exempt employees employed by Defendants in California at any time between February 18, 2018, and September 13, 2020.*"

4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement.

5. The Court finds that an ascertainable class of 12,003 class members exists and a well-defined community of interest exists on the questions of law and fact involved because in the context of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of the Plaintiffs are typical of claims of the Class Members; and **(iii)** in negotiating, entering into and implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and protected the interest of the Class Members.

6. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed 12,006 prospective Class Members of the Settlement terms, their rights under the settlement and receive their settlement share, their rights to submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval and Fairness Hearing, and be heard regarding approval of the Settlement. Sufficient period of time to respond and to act were provided by each of these procedures. No Class Members filed written objection to the Settlement as part of this notice process, and no Class Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing, and three individuals—Mary Hernandez, Melissa Rodriguez Robles, and Alma Angelica Miranda Loya—submitted requests for exclusion. Those individuals will not be bound by the Settlement and will not receive any portion of the Net Settlement Amount.

7. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and compliant with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

8. The Court directs the Parties to effectuate the Settlement Agreement according to its terms and declares the Settlement Agreement to be binding on all Class Members.

9. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

10. The Court also finds that the Settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided as part of the Settlement in light of the challenges posed by continued litigation, and Court concludes that Class Counsel secured significant relief for Class Members.

11. The Settlement Agreement is not an admission by Defendants, nor is this order a finding of the validity of any allegations or of any wrongdoing by Defendants.

12. The Court appoints Plaintiffs Jose Omar Somoza Garcia, Mario R. Landa Resa, and Raul Rivera as Class Representatives and finds them to be adequate.

13. The Court appoints Jonathan Melmed of Melmed Law Group P.C. and Mehrdad Bokhour of Bokhour Law Group, P.C. as Class Counsel and finds each of them to be adequate, experienced, and well-versed in class action litigation.

14. The terms of the Settlement Agreement, including the Gross Settlement Amount of $6,500,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement Agreement, subject to this order.

15. The Court approves the following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

A. The Court awards $50,000.00 to ILYM Group, Inc., the Settlement Administrator, and finds this amount to be fair and reasonable. The Court grants final approval of it and orders the Parties to make the payment to the Settlement Administrator in accordance with the Agreement.

B. The Court awards $2,166,666.66 to Class Counsel as attorneys' fees and finds this amount to be fair and reasonable in light of the benefit obtained for the Class. The Court grants final approval of, awards, and orders the Class Counsel fees payment to be made in accordance with the Settlement Agreement.

C. The Court awards $13,222.89 in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and orders the Class Counsel litigation expenses payment in this amount to be made in accordance with the Settlement Agreement.

D. The Court awards $22,500.00 to the class representatives as payment requested by Plaintiffs ($7,500 to each) and finds this amount to be fair and reasonable. The Court grants final

approval of, and orders the class representative payment to be made in accordance with the Settlement Agreement.

E. The Court approves the $250,000.00 allocation for penalties under the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., $187,500.00) to be paid to the California Labor and Workforce Development Agency in accordance with the terms of the Settlement Agreement and the remainder to the Class.

16. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict with this order, in which case the provisions of this order shall take precedence and supersede the Settlement.

17. Nothing in the Settlement or this order purports to extinguish or waive Defendants' rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become final or effective, or in any other case without limitation.

18. All Class Members shall be bound by the Settlement and this order, including the release of claims as set forth in the Settlement Agreement.

19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in this order and the Settlement Agreement.

20. All checks mail to the Class Members must be cashed within one hundred and eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the Settlement Administrator shall submit such funds to the State of California's Unclaimed Property Fund in the name of the Class Member. The Court finds that this meets the requirements of Code of Civil Procedure section 384.

21. Within 10 days of this order, the Settlement Administrator shall give notice of judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this order and final judgment on its website.

22. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of **(a)** enforcing the Settlement Agreement, **(b)** addressing settlement administration matters, and **(c)** addressing such post-judgment matters as may be appropriate under court rules or applicable law.

23. Plaintiffs shall file with the Court a report regarding the status of distribution within one hundred and twenty (120) days after all funds have been distributed.

24. 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 Agreement against Defendants.

25. The Court hereby sets a hearing date of 7/6/23 at 9:00 pm/am for a hearing on the final accounting and distribution of the settlement funds [any date *after* August 15, 2022].

IT IS SO ORDERED.

Dated: 7/6/23

HON. DAVID COHN
JUDGE OF THE SUPERIOR COURT

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Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

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FOR THE COUNTY OF SAN BERNARDINO

JOSE OMAR SOMOZA GARCIA, MARIO R. LANDA RESA, and RAUL RIVERA, individuals, on behalf of themselves, the State of California, as a private attorneys general, and on behalf of all others similarly situated,

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Case Number: CIVDS1917380

Assigned to the Hon. David S. Cohn

PROOF OF SERVICE

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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 1801 Century Park East, Suite 850, Los Angeles, CA 90067.

On June 9, 2021, I served the following document(s) described as:

PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; DECLARATIONS IN SUPPORT THEREOF;

DECLARATION OF JONATHAN MELMED IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT;

DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT;

DECLARATION OF BARRY GOLDSTEIN IN SUPPORT OF CLASS COUNSELS' REQUEST FOR ATTORNEYS FEES;

DECLARATION OF MADELY NAVA OF ILYM GROUP, INC. IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT;

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

By causing a true copy thereof to be sent to the following individuals and/or parties:

Barbara S. Van Lighten, Esq.
Amber M. Solano, Esq.
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive South, Suite 300
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Attorneys for Defendants Cardenas Holdings, LLC and Cardenas Markets, LLC

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Co-counsel for Plaintiffs

BY MAIL: I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. The envelope or package was placed in the mail at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 9, 2021, in Los Angeles, California.



Lorie Gutierrez