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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA—OAKLAND**

CARLOS HERNANDEZ, an individual;
CESAR MORA, an individual; and MARIA
MONTES, an individual; on behalf of
themselves and others similarly-situated,

Plaintiffs,

v.

GRUBMARKET, INC., a Delaware
Corporation GRAND FOOD, INC., a California
Corporation; PAUL CHIU, an individual;
BENJAMIN CHIU, an individual; LINGNEY
CHIU, an individual; and DOES 1-20, inclusive,

Defendants.

KASSANDRA ANAYA, an individual, on
behalf of herself, the State of California and
other current and former employees,

Cross-Complainant,

v.

GRUBMARKET, INC., a Delaware
Corporation GRAND FOOD, INC., a California
Corporation; PAUL CHIU, an individual;
BENJAMIN CHIU, an individual; LINGNEY
CHIU, an individual; and DOES 1-20, inclusive,

Cross-Defendants.

Case Nos.: RG20071436, RG20052426
(consolidated pursuant to the Court's Nov. 30,
2020 order)

**~~PROPOSED~~ AMENDED ORDER AND
JUDGMENT OF FINAL APPROVAL**

Date: February 28, 2024

Time: 9:01 a.m.

Dept.: 24

Before the Honorable Rebekah Evenson

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GRAND FOOD, INC., PAUL CHIU,
BENJAMIN CHIU, and LINGNEY CHIU

1 **[PROPOSED] AMENDED ORDER AND JUDGMENT OF FINAL APPROVAL**

2 The matter is before the Court on the parties' Joint Final Compliance Report and Request to
3 Vacate the Compliance Hearing ("Final Compliance Report").

4 WHEREAS, the Court previously heard Plaintiffs' Motion for Final Approval of Class Action
5 Settlement ("Motion for Final Approval") on September 15, 2022;

6 WHEREAS, the Court issued an Order and Judgment of Final Approval on September 15,
7 2022, approving the parties' settlement of this class action upon the terms and conditions set forth in
8 the Stipulation and Class Action Settlement Agreement ("Settlement"), a copy of which was
9 submitted as Exhibit 1 to the Declaration of Joseph D. Sutton in Support of Plaintiffs' Motion for
10 Preliminary Approval of Class Action and PAGA Settlement, filed with the Court on March 23, 2022;

11 WHEREAS, the Court granted preliminary approval of the Settlement on May 9, 2022, in its
12 Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement,
13 and directed the parties to provide notice to the Class, informing Class Members of the proposed
14 Settlement and its key terms, as well as the date, time, and location of the final approval hearing, and
15 providing the opportunity for Class Members to object to or opt out of the Settlement;

16 WHEREAS, the Court has read and considered the Final Compliance Report and
17 accompanying declaration; and

18 WHEREAS, the Court finds that the parties have complied with all terms of the Court-
19 approved settlement and Order and Judgment of Final Approval, the Court hereby

20 **ORDERS AS FOLLOWS:**

21 1. This Order incorporates by reference the definitions in the Settlement, and all terms
22 defined therein shall have the same meaning in this Order as set forth in the Settlement.

23 2. The Court has jurisdiction over the subject matter of this Action and over all Parties
24 to the Action, including Class Members.

25 3. The Court has already found that the Settlement was reached through non-collusive,
26 arms-length negotiations, and is fair, adequate, and reasonable. The Court found that the Parties
27 conducted adequate investigation, discovery, and litigation in this matter, such that they were able
28

1 to reasonably evaluate the case. The Court reviewed the monetary and other relief, and found that it
2 was within the range of reasonableness for final approval, considering the potentially significant
3 costs, delays, and risks presented by further litigation of the Action. The Court found that the
4 Settlement otherwise satisfied the standards for final approval under California law.

5 4. The Court found that the response of the Class to the Settlement further supported
6 final approval, in that only one Class Member opted out of the Settlement, and no one objected.
7 The Settlement was consistent with public policy and complied with all applicable law.

8 5. The Court found that the Settlement notice provided to the Class conformed with the
9 requirements of Civil Code § 1781(e), Rule of Court 3.769, and all other applicable laws. The
10 notice fairly and adequately described the terms of the proposed Settlement and the manner in
11 which Class Members could participate in, opt out of, or object to the Settlement. The Court found
12 that the Settlement notice was the best practicable notice under the circumstances, as it provided
13 individual notice to all Class Members who could be identified through reasonable effort, and
14 provided due and sufficient notice of the proceedings and other matters set forth herein. The notice
15 fully satisfied the requirements of due process.

16 6. The Court previously approved certification of a provisional Settlement Class for
17 settlement purposes only. The Class was defined as:

18 All individuals who were employed by the Company Defendants in California as
19 non-exempt and/or hourly-paid employees at any time from August 14, 2016,
through May 9, 2022, inclusive.

20 7. The Court previously confirmed Carlos Hernandez, Cesar Mora, Maria Montes, and
21 Kassandra Anaya as Class Representatives, and Plaintiffs' counsel, Centro Legal de la Raza and
22 Advocates for Worker Rights LLP, as Class Counsel.

23 8. The Court found that the payments and allocations to Class Members as provided for
24 in the Settlement were fair and reasonable. The Court gave final approval to the Settlement and
25 ordered the payment of those amounts in accordance with the terms of the Settlement.

26 9. The Court granted Plaintiffs' request for \$328,895.50 in Attorneys' Fees (with 10%
27 (\$32,889.55) of the attorney's fees to be withheld until final compliance).
28

1 10. The Court found that the Attorneys' Fees were fair and reasonable, as they represented
2 33 and 1/3% of the Settlement Fund and were substantially less than Class Counsel's overall lodestar
3 based on Counsel's reasonable hourly rates and hours worked.

4 11. The Court granted total Service Awards of \$40,000 to the four Named Plaintiffs,
5 including awards of \$10,000 each to Plaintiffs Carlos Hernandez, Cesar Mora, Maria Montes, and
6 Kassandra Anaya. The Court found that the Service Awards were fair and reasonable in light of the
7 risks and burdens undertaken by the Class Representatives in bringing and prosecuting this matter
8 on behalf of the Class.

9 12. The Court further granted Plaintiffs' request for Settlement Administration Costs of
10 up to \$10,953.69 to the Settlement Administrator, Phoenix Settlement Administrators, with any
11 Costs not ultimately incurred to be distributed to Class Members. The Court found that these Costs
12 were reasonable in light of the work done and to be done by the Administrator, as detailed in its
13 declaration in support of the Motion for Final Approval, and Declaration of Eric S. Trabucco, Esq.
14 in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, filed with the
15 Court on August 26, 2022.

16 13. The Court further approved allocation of \$20,000.00 for penalties under the Private
17 Attorneys General Act of 2004, California Labor Code § 2698, et seq., including the PAGA
18 payment to the California Labor and Workforce Development Agency in the amount of \$15,000
19 (i.e., 3/4 of \$20,000).

20 14. Accordingly, the Court finally and unconditionally approved the Settlement in its
21 September 15, 2022 Order and Judgment, and ordered that all terms of the Settlement be timely
22 implemented, including:

- 23 a. Distribution of Individual Settlement Payments to the Class, totaling
24 \$575,128.91 after subtracting all Costs, Fees, and Awards;
25 b. Payment of Settlement Administration Costs of \$10,953.69;
26 c. Payment of Service Awards of \$10,000 each to Representative Plaintiff, in
27 the total amount of \$40,000;
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- 1 d. Payment of \$15,000 to the California Labor and Workforce Development
2 Agency as penalties under the Private Attorneys General Act of 2004,
3 California Labor Code § 2698, et seq.
- 4 e. Payment of \$328,895.50 in Attorneys' Fees (minus 10% to be held back, as
5 set forth above) and \$16,708.41 in Litigation Costs to Class Counsel.
- 6 15. Phoenix issued and mailed checks to each Class Member (totaling \$575,128.91),
7 Class Counsel (\$296,005.95 for Attorneys' Fees and \$16,708.41 for Attorneys' Costs), each Class
8 Representative for Enhancement Payments (totaling \$40,000.00), Phoenix for Settlement
9 Administration Costs (\$10,953.69), and the LWDA (\$15,000.00 for its share of the PAGA
10 payment), on October 28, 2022. The remaining ten percent (10%) of attorneys' fees (\$32,889.55)
11 was held back until the compliance hearing.
- 12 16. The check-cashing period for Settlement Class Members expired on January 26,
13 2023, which was ninety (90) days from the date Individual Settlement Payment checks were issued.
14 Two hundred seventy-four (274) checks, totaling \$103,894.59 remained uncashed.
- 15 17. Pursuant to the terms of the Settlement, funds from uncashed checks were
16 redistributed in a second disbursement to each Participating Class Member who did cash their
17 original check, applying the same pro rata formula for the original Settlement Shares. The
18 redistribution was completed on June 7, 2023. As provided by the Settlement, the redistribution
19 check-cashing period expired on September 5, 2023, which was ninety (90) days from the date the
20 checks were issued. Sixty-six (66) checks, totaling \$6,915.79 remained uncashed. The funds from
21 the uncashed checks shall be distributed as cy pres to Legal Aid at Work
- 22 18. The Court has found that the Individual Settlement Payments and other relief to
23 Plaintiffs and the Class under the Settlement constituted fair value in exchange for the Releases set
24 forth in the Settlement.
- 25 19. The \$32,889.55 for attorneys' fees withheld pending submission and approval of the
26 final compliance status report is released to Class Counsel.

1 20. In addition to this release, Plaintiffs Carlos Hernandez, Cesar Mora, Maria Montes,
2 and Kassandra Anaya, and Defendants, agreed to general releases of all claims, as detailed in the
3 Settlement.

4 21. Phoenix Settlement Administrators, shall carry out the final remaining functions of
5 Settlement Administrator as specified in the Settlement and the Court's orders.

6 22. Notice of entry of this final amended judgment shall be posted on the Settlement
7 Administrator's website, in compliance with Rule of Court 3.771(b).

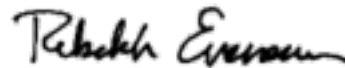
8 23. Nothing in this Order will preclude any action to enforce the Parties' obligations
9 under the Settlement or under this Order.

10 24. Amended judgment is hereby entered pursuant to California Rule of Court 3.769(h).
11 Without affecting the finality of this Order, and further pursuant to Rule 3.769(h), the Court retains
12 exclusive and continuing jurisdiction over the litigation for purposes of supervising, implementing,
13 interpreting, and enforcing this Order and the Settlement.

14 25. The compliance hearing set for February 28, 2024 is vacated.

15
16 **IT IS SO ORDERED.**

17
18 Dated: 02/20/2024, 2024



JUDGE OF THE SUPERIOR COURT

Rebekah Evenson / Judge