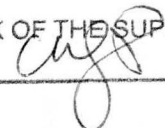


FILED
ALAMEDA COUNTY

JUN 23 2022

CLERK OF THE SUPERIOR COURT

By  Deputy

(Counsel listed on the next page)

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

MARIO TINACO, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

QUIK STOP MARKETS, INC., and DOES
1-100,

Defendants.

Case No. RG20061119

ASSIGNED FOR ALL PURPOSES TO
THE HON. EVELIO GRILLO, DEPT. 21

[CLASS ACTION]

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

Date: June 14, 2022
Time: 10:00 a.m.
Judge: Hon. Evelio Grillo
Dept.: 21

Reservation No.: 198104169761

Complaint filed: May 14, 2020
Trial date: None set

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1 On June 14, 2022, a hearing was held on the motion of Plaintiff Mario Tinaco ("Plaintiff")
2 for final approval of the parties' Amended Class Action Settlement Agreement ("Settlement" or
3 "Settlement Agreement") and payments to the Labor and Workforce Development Agency and
4 the Settlement Administrator.

5 The parties have submitted their Settlement, which this Court preliminarily approved by
6 its February 8, 2022 order ("Preliminary Approval Order"). In accordance with the Preliminary
7 Approval Order, Class Members have been given notice of the terms of the Settlement and the
8 opportunity to comment on or object to it or to exclude themselves from its provisions.

9 Having received and considered the Settlement, the supporting papers filed by the parties,
10 and the evidence and argument received by the Court at the hearing before it entered the
11 Preliminary Approval Order and at the Final Approval Hearing, the Court grants final approval
12 of the Settlement, and HEREBY ORDERS, ADJUDGES, and DECREES as follows:

13 1. The following persons are Class Members for the purpose of entering a settlement
14 in this matter:

15 All current and former non-exempt, hourly employees of Quik Stop Markets, Inc.
16 employed in California at any time from May 14, 2016 through August 17, 2021.

17 2. For the reasons stated in the Preliminary Approval Order, the Court finds and
18 determines that the proposed Class, as defined in the definitions section of the Settlement, meets
19 all of the legal requirements for class certification, and it is hereby ordered that the Class is finally
20 approved and certified as a class for purposes of the Settlement.

21 3. The Court appoints plaintiff Mario Tinaco as representative of the Class, and
22 appoints Carolyn Hunt Cottrell and David C. Leimbach of Schneider Wallace Cottrell Konecky
23 LLP as Class Counsel.

24 4. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement and
25 Final Approval Hearing, and Notice of Estimated Settlement Award were sent to each Class
26 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
27 their right to receive a Settlement Share, their right to comment on or object to the Settlement or
28 to opt out of the Settlement and pursue their own remedies, and their right to appear in person or

1 by counsel at the final approval hearing and be heard regarding approval of the Settlement.
2 Adequate periods of time were provided by each of these procedures.

3 5. The Court finds and determines that this notice procedure afforded adequate
4 protections to Class Members and provides the basis for the Court to make an informed decision
5 regarding approval of the Settlement based on the responses of Class Members. The Court finds
6 and determines that the notice provided in this case was the best notice practicable, which satisfied
7 the requirements of law and due process.

8 6. No Class Members objected to the Settlement as part of this notice process or at
9 the Final Approval Hearing.

10 7. The Court further finds and determines that the terms of the Settlement are fair,
11 reasonable, and adequate to the Class and to each Class Member and that the Class Members who
12 have not opted out will be bound by the Settlement, that the Settlement is ordered finally
13 approved, and that all terms and provisions of the Settlement should be and hereby are ordered to
14 be consummated.

15 8. Two Class Members (Susan Dodd and Hesperansa Hardesty) submitted Elections
16 Not to Participate in Settlement. Susan Dodd and Hesperansa Hardesty have thereby opted out
17 and will not be bound by the Settlement nor its release of claims. All remaining Class Members
18 did not submit Elections Not to Participate in Settlement and are thereby Participating Class
19 Members under the Settlement.

20 9. The Court finds and determines that the Settlement Shares to be paid to the
21 Participating Class Members, as provided for by the Settlement, are fair and reasonable. The
22 Court hereby gives final approval to and orders the payment of those amounts to be made to the
23 Participating Class Members out of the Net Settlement Amount in accordance with the Settlement.

24 10. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
25 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been
26 given notice of the Settlement. Pursuant to PAGA, on November 22, 2021, Plaintiff submitted to
27 the LWDA a copy of the Settlement and a copy of the motion seeking preliminary approval of
28 the Settlement. On May 20, 2022, Plaintiff submitted to the LWDA a copy of the Settlement and

1 a copy of the motion seeking final approval of the Settlement. The Court finds and determines
2 that this notice of the Settlement complied with the statutory requirements of PAGA.

3 11. The Court finds and determines that payment to the LWDA of \$75,000.00 as its
4 share of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The
5 Court hereby gives final approval to and orders that the payment of that amount be paid out of
6 the Gross Settlement Amount in accordance with the Settlement.

7 12. The Court finds and determines that the fees and expenses of Atticus
8 Administration, LLC in administrating the settlement, in the amount of \$15,893.00, are fair and
9 reasonable. The Court hereby gives final approval to and orders that the payment of
10 approximately that amount be paid out of the Total Settlement Amount in accordance with the
11 Settlement.

12 13. In addition to any recovery that Plaintiff may receive from the Net Settlement
13 Amount, and in recognition of the Plaintiff's efforts on behalf of the Class, the Court hereby
14 approves the payment of an incentive award to Plaintiff in the amount of \$^{7,500}~~15,000~~. This shall be
15 paid from the Gross Settlement Amount.

16 14. Pursuant to the authorities and argument presented to the Court, the Court
17 approves the payment of attorneys' fees to Class Counsel in the sum of \$^{2,085,000}~~2,216,666.67~~, plus costs
18 and expenses in the amount of \$14,657.00. This shall be paid from the Gross Settlement Amount.

19 15. Without affecting the finality of this order in any way, the Court retains jurisdiction
20 of all matters relating to the interpretation, administration, implementation, effectuation, and
21 enforcement of this order and the Settlement.

22 16. Upon completion of administration of the settlement, the Settlement Administrator
23 will provide written certification of such completion to the Court and counsel for the parties.

24 17. The Court finds that in consideration of Plaintiff's awarded Class Representative
25 Payment, Plaintiff's Settlement Share, and the other terms and conditions of the Settlement, as of
26 the date the Settlement becomes Final, except as provided below, Plaintiff releases any and all
27 known and unknown claims against Quik Stop Markets, Inc. and any present and former parents,
28 subsidiaries and affiliated companies or entities, and their respective officers, directors,

1 employees, partners, shareholders and agents, and any other successors, assigns and legal
2 representatives and related persons and entities ("Released Parties"), including any and all known
3 and unknown claims that arise out of or relate to the allegations in the Action, as well as attorneys'
4 fees and costs, and waives the protection of California Civil Code section 1542 with respect to
5 claims encompassed in this release.

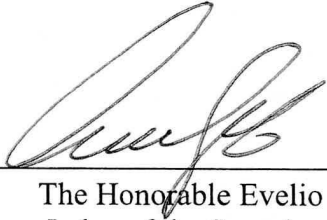
6 18. The Court finds that in consideration for their awarded Settlement Shares, as of
7 the date the Settlement becomes Final, all Participating Class Members release any and all known
8 and unknown claims against Quik Stop Markets, Inc. and the Released Parties based on the facts
9 alleged in the operative complaint, from May 14, 2016 through August 17, 2021, as described in
10 Section I.CC. of the parties' Settlement Agreement, executed on February 1, 2022.

11 19. The parties are hereby ordered to comply with the terms of the Settlement,
12 including but not limited to the deadlines set forth therein related to the Court-approved payments
13 to Participating Class Members, Plaintiff, the LWDA, and Class Counsel.

14 20. The parties shall bear his, her, its or their own respective attorneys' fees and costs
15 except as otherwise provided in the Settlement.

16 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

17
18 JUN 23 2022
19 Dated: _____, 2022

20 
21 The Honorable Evelio Grillo
22 Judge of the Superior Court
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