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5 **SUPERIOR COURT OF STATE OF CALIFORNIA**
6 **FOR THE COUNTY ORANGE-CIVIL COMPLEX CENTER**

7 JUAN SALVADOR VILLANUEVA,
8 YESENIA BERMUDEZ, ISABEL
9 HERRERA, as individuals and on behalf of
10 other similarly situated employees,

11 Plaintiff,

12 vs.

13 LA CARRETA SUPERMARKETS, INC. a
14 California corporation, and DOES 1-50,
15 inclusive,

16 Defendants.
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) CASE NO.:30-2020-01166375-CU-OE-CXC

) Assigned for all purposes to:
) Hon. Lon F. Hurwitz
) Dept. CX 103
)

) **REVISED [PROPOSED] ORDER**
) **GRANTING PLAINTIFFS' MOTION**
) **FOR PRELIMINARY APPROVAL OF**
) **CLASS ACTION SETTLEMENT**

) Date: February 16, 2024
) Time: 1:30 p.m.
) Place: Department CX 103
)

) Case filed: October 21, 2020
) Trial date: TBD
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**REVISED [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1 THIS MATTER having been brought before the Court on behalf of Plaintiffs Juan
2 Salvador Villanueva, Yesenia Bermudez, and Isabel Herrera (referred to herein as “Plaintiffs”),
3 through his attorneys, pursuant to California Rule of Court 3.769 and other applicable rules and
4 laws, to request an order granting preliminary approval of a class action settlement and directing
5 the dissemination of notice to the class (the “Order”); the Court having reviewed the Plaintiffs’
6 submissions, having held a hearing on February 16, 2024, and having found that Plaintiffs are
7 entitled to the relief sought, and for good cause shown:

8 IT IS HEREBY ORDERED that Plaintiffs’ motion is GRANTED, and it is further
9 ORDERED as follows:

10 1. This proposed fully executed Stipulation of Class Action Settlement (“Settlement
11 Agreement” or “Agreement”) identified in ROA No. 203, document titled Supplemental
12 Declaration of Armond M. Jackson in Support of Mr. Villanueva Plaintiff’s Motion for
13 Preliminary Approval of Class Action Settlement, Ex.A, submitted with the motion and filed
14 with the Court, is preliminarily approved as being within the range of potential final approval.¹

15 2. Based upon the submission to the Court and attachments and exhibits thereto, the
16 Court conditionally makes the following findings solely for settlement purposes only, subject to
17 final approval at the Final Approval Hearing:

- 18 a. The Class Members are so numerous as to make joinder impracticable;
19 b. There are questions of law and fact common to the Class Members, and such
20 questions predominate over any questions affecting only individual Class
21 Members;
22 c. Named Plaintiffs’ claims and the defenses thereto are typical of the claims of
23 the Class Members and the defenses thereto;
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27 ¹ Unless otherwise specified, all defined terms in this Order have the same meaning as the meaning described in the Settlement
28 Agreement, and those terms are incorporated here by this reference. To the extent there is any conflict between the definitions of those terms, the
definitions in the Settlement Agreement will control.

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- 1 d. Named Plaintiffs and Class Counsel can protect and have fairly and
2 adequately protected the interest of the Class members in the lawsuit; and
3 e. A class action is superior to all other available methods for fairly and
4 efficiently resolving the claims in connection to this lawsuit and provides
5 substantial benefits to the Class Members.

6 3. Accordingly, solely for purposes of this settlement only, the Court preliminarily
7 approves the Named Plaintiffs as representative of the Class Members, and conditionally
8 certifies a settlement class defined as follows:
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10 All current and former non-exempt employees who or or were employed by
11 Defendants in California at any time during the class period [October 21, 2016,
12 through April 14, 2023].

13 4. The Gross Settlement Amount is Five Hundred and Eighty Thousand Dollars and
14 Zero Cents (\$580,000.00). Deducted from this Gross Settlement Amount will be sums approved
15 by this Court for attorneys' fees not to exceed One-Hundred and Ninety-Three Thousand and
16 Three Hundred and Fourteen Dollars and Zero Cents (\$193,314.00), or 33.33% of the Gross
17 Settlement Amount, attorneys' litigation costs (not to exceed \$40,000.00), a Class Representative
18 Incentive Award to Plaintiff Juan Salvador Villanueva in the amount of (\$5,000) for his services,
19 a Class Representative Incentive Award to Class Representative Yesenia Bermudez in the
20 amount of (\$5,000) for her services, a Class Representative Incentive Award to Class
21 Representative Isabel Herrera in the amount of (\$5,000) for her services, the PAGA Settlement
22 Amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) from which 75% or Fifteen
23 Thousand Dollars and Zero Cents (\$15,000.00) will be payment of to the State of California
24 Labor and Workforce Development Agency for alleged penalties and 25% or Five Thousand
25 Dollars and Zero Cents (\$5,000.00) *pro rata* distribution to PAGA Group Members as their
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PAGA Payment), and the fees and expenses of the Settlement Administrator, IYLM Group, Inc. (estimated not to exceed \$10,000.00).

5. This matter is conditionally certified as a class action for settlement purposes only under California Code of Civil Procedure Section 382 and California Rules of Court, Chapter 6, Rules 3.767 *et seq.*, and/or other laws as applicable. If the settlement does not receive final approval, Defendants retain the right to assert that this action may not be certified as a class action for liability purposes.

6. Solely for purposes of implementing the Settlement Agreement and for purposes of this settlement, the Court preliminarily appoints as Class Counsel Jackson APC.

7. The Court finds that the Settlement Agreement falls within the range of possible approval such that it warrants notice thereto and further orders notice of the settlement to be disseminated to the Class Members in the manner set forth herein and in the Settlement Agreement.

8. A final hearing (the “Final Approval Hearing”) shall be held before this Court on April 18, 2025 at 1:30 p.m. located at 751 West Santa Ana Boulevard, Santa Ana, California 92701 at Department CX 103, to determine whether: (a) the Court should finally approve the Settlement Agreement and determine that the terms contained therein are fair, reasonable, adequate, and in the best interests of the Class Members, (b) the Court should enter final judgment dismissing with prejudice the operative Complaint in this lawsuit, (c) to approve the application for the Attorneys’ Fee Award to Class Counsel and Named Plaintiffs’ Incentive Awards in a manner consistent with the Settlement Agreement. The Final Approval Hearing may be postponed, adjourned or continued by further order of this Court, without further notice to the Class Members.

9. At the Final Approval Hearing, the Court will consider and determine whether the Settlement Agreement should be finally approved as fair, adequate and reasonable in light of any timely valid objections presented by the Class Members and the parties’ responses to any such

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1 objections that have been submitted to the Court in accordance with the provisions set forth
2 below.

3 10. The Court hereby approves the appointment of ILYM Group, Inc. (“
4 Settlement Administrator”) as the Settlement Administrator for the purposes of disseminating the
5 Class Notice and Exclusion Form, which are hereby approved, and for purposes of administering
6 the terms of the settlement as set forth in the Settlement Agreement. The Settlement
7 Administrator shall perform its duties consistent with the provisions contained within the
8 Settlement Agreement.

9 11. Any Class Member may object to the fairness, reasonableness or adequacy of the
10 proposed settlement. To assert an objection to the Settlement, a Class Member may file an
11 objection with the Court either in writing or at the time of the hearing. Regardless of whether a
12 written objection is submitted, Class Members may appear at the hearing and object at that time.

13 12. Class Members who are PAGA Members cannot opt out of the PAGA settlement and
14 will be bound by the PAGA release, and will receive their individual PAGA payment.

15 13. Class Member may dispute the information contained in the Notice Packet to
16 challenge the employment data on which his or her Individual Settlement Payment is based.

17 14. The Court finds that the manner of dissemination and content of the Class Notice
18 specified in detail in the Settlement Agreement (i) is the best notice practicable, (ii) is reasonably
19 calculated, under the circumstances, to apprise Class Members of the pendency of the lawsuit
20 and of their right to object to or to exclude themselves from the proposed settlement, (iii) is
21 reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive
22 notice, and (iv) meets all applicable requirements of applicable law. Class Members will have 60
23 days to provide written submission from the mailing of the Class Notice Date to submit
24 exclusions, objections, and disputes. If any of the Class Notices are re-mailed, the Class Member
25 will have 45 days from the date of re-mailing or 60 days from the date of the initial mailing,
26 whichever is later.
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1 15. Class Counsel shall file and serve papers in support of final approval of the
2 Settlement no later than sixteen (16) court days in advance of the Final Approval Hearing.

3 16. The Settlement Administrator is hereby ordered no later than sixteen (16) court
4 days before the Final Approval Hearing to file an affidavit attesting completeness and accuracy
5 of the proof of mailing of the Class Notice to the Class Members. The Settlement Administrator
6 must also provide a copy of the invoice with the affidavit.

7 17. The Court shall retain continuing jurisdiction over this Action and over all
8 Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of
9 this Agreement.
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11 Dated:

JUDGE OF THE SUPERIOR COURT

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13 By: _____
14 The Honorable Judge Lon F. Hurwitz
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