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**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER**

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

Plaintiff,

vs.

LA CARRETA SUPERMARKETS, INC., a
California corporation, and DOES 1-50,
inclusive,
Defendant.

Case No.: JCCP 5176

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

[PROPOSED] ORDER AND JUDGMENT

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 The Motion for Final Approval of Class Action Settlement came before this Court, the
3 Honorable Lon F. Hurwitz presiding, on November 15, 2024. The Court having considered the
4 papers submitted in support of the Motion, HEREBY ORDERS, ADJUDGES AND DECREES:

5 1. All terms used herein shall have the same meaning as defined in the Joint Stipulation of
6 Settlement (the “Settlement Agreement”).

7 2. Consistent with the definitions provided in the Settlement Agreement, Settlement Class
8 shall mean all current and former non-exempt employees who or were employed by Defendants in
9 California at any time between October 21, 2016 through April 14, 2023.

10 3. The Settlement Class is properly certified as a class for settlement purposes only.

11 4. The Notice Packet provided to the Settlement Class Members conforms with the
12 requirements of California Code of Civil Procedure section 382, California Civil Code section 1781,
13 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
14 applicable law, and constitutes the best notice practicable under the circumstances, by providing individual
15 notice to all Class Members who could be identified through reasonable effort, and by providing due and
16 adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The
17 Notice Packet fully satisfied the requirements of due process.

18 5. The Settlement Agreement was entered into in good faith, that the settlement is fair,
19 reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for final
20 approval of this class action settlement under California law, including the provisions of California Code of
21 Civil Procedure section 382 and California Rules of Court, Rule 3.769.

22 6. No Settlement Class Members have excluded itself or objected to the terms of the
23 Settlement.

24 7. Upon entry of this Judgment, payment to the Participating Settlement Class Members
25 shall be effectuated pursuant to the terms of the Settlement Agreement.

26 8. In addition to any recovery that the Plaintiffs may receive under the Settlement Agreement
27 as a Settlement Class Member, and in recognition of each Plaintiffs’ efforts on behalf of the Settlement
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1 Class, the Court hereby approves the payment of a service fee award to Plaintiffs in the amount of \$5,000
2 each.

3 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
4 \$193,314.00 and the reimbursement of litigation expenses in the sum of \$27,776.43.

5 10. The Court approves and orders payment in the amount of \$10,000 to ILYM Group,
6 Inc., for performance of its settlement administration services.

7 11. Plaintiffs have satisfied their requirement to notify the State of California Labor &
8 Workforce Development Agency of this Settlement and hereby approves the settlement of claims
9 under the Labor Code Private Attorneys General Act of 2004 (California Labor Code section 2698 *et*
10 *seq.*) in the total amount of \$20,000. The Court orders payment in the amount of \$15,000 to the State
11 of California Labor & Workforce Development Agency in compromise of claims under the Labor
12 Code Private Attorneys General Act of 2004 (California Labor Code section 2698 *et seq.*).

13 12. In accordance with California Rule of Court 3.771(b), the Parties shall give notice of this
14 Judgment to all Settlement Class Members through the website established by the Settlement
15 Administrator for this Settlement Agreement.

16 13. Upon entry of Judgment of the Settlement, and upon the satisfaction of Defendants'
17 obligation to provide to the Settlement Administrator the Maximum Settlement Amount pursuant to the
18 Settlement Agreement, Plaintiffs and each Settlement Class Members have released the Released Parties of
19 their Released Claims.

20 14. Upon entry of Judgment of the Settlement, and upon the satisfaction of Defendants'
21 obligation to provide to the Settlement Administrator the Maximum Settlement Amount pursuant to the
22 Settlement Agreement, the Labor Workforce & Development Agency, Plaintiffs and the PAGA Group
23 Members have released the Released Parties of their Released Claims which occurred during the PAGA
24 Period.

25 15. The Court sets a compliance hearing set for July 10, 2025 at 1:30 p.m. in Department
26 CX103 of the Orange County Superior Court, as to the status of compliance with this Judgment and
27 the tasks required of the Parties pursuant to the terms of the Settlement Agreement.
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1 16. No later than June 30, 2025, the Parties shall file a declaration stating that all claims have
2 been paid and that the terms of the Settlement Agreement have been completed. In the event that any un-
3 cashed or abandoned checks must be distributed to the State Controller Unclaimed Property Fund, in the
4 name of the Class Member for whom the funds are designated, following the check negotiation period,
5 the Settlement Administrator will cancel the tax documents associated with those un-cashed or abandoned
6 checks.

7 17. This Judgment is intended to be a final disposition of the Actions in their entirety, and
8 is intended to be immediately appealable.

9 18. Plaintiffs shall give notice of this Judgment Approving Class Action Settlement.

10 19. In accordance with and for the reasons stated in the Final Approval Order, this
11 Judgment shall be entered whereby the Plaintiffs, all Settlement Class Members, PAGA Members,
12 and the Labor Workforce & Development Agency shall take nothing from Defendants, except as
13 expressly set forth in the Settlement Agreement.

14 20. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the
15 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action,
16 the Plaintiffs, Settlement Class Members, and Defendants, for the purposes of:

- 17 (a) supervising the implementation, enforcement, construction, and interpretation of the
18 Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final
19 Approval Order, and the Judgment; and
20 (b) supervising distribution of amounts paid under this Settlement Agreement.

21
22 **IT IS SO ORDERED.**

23
24 Dated: _____

Hon. Lon F. Hurwitz
Judge of the Superior Court