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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

Wafa Mwanes, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ABOUT FOOD INC. dba REDLANDS
RANCH MARKET, an unknown business
entity; and DOES 1 through 50, Inclusive,

Defendants.

Case No. CIVDS2018742

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: February 13, 2024
Time: 1:30 p.m.

Judge: Hon. Joseph T. Ortiz
Dept.: S-17

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Attorneys' Fees,
3 Attorneys' Expenses, and Service Award duly came on for hearing on February 13, 2024, before
4 the above-entitled Court. Zakay Law Group, APLC, and JCL Law Firm, APC, appeared on behalf
5 of Plaintiff WAFA MWANES ("Plaintiff"). Law Offices of Mandeep S. Rupal appeared on behalf
6 of Defendant ABOUT FOOD INC. dba REDLANDS RANCH MARKET, an unknown business
7 entity (hereinafter "Defendant").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of San Bernardino ("Court"), Case No.
16 CIVDS2018742, entitled *Wafa Mwanes v. About Food Inc. dba Redlands Ranch Market* and over
17 all Parties to this litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On August 21, 2023, the Court granted preliminary approval of a class-wide
20 settlement. At this same time the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was
25 mailed by first class mail to the Class Members at their last known addresses on September 11,
26 2023. Mailing of the Notice Packet to their last known addresses was the best notice practicable
27 under the circumstances and was reasonably calculated to communicate actual notice of the
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1 litigation and the proposed settlement to the Class Members. The Court finds that the Notice Packet
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was October 26, 2023.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. No Class Members requested
6 exclusion.

7 **Fairness of the Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$580,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

11 a. The settlement was reached through arms-length bargaining between
12 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
13 settlement.

14 b. The Parties' investigation and discovery have been sufficient to allow
15 the Court and counsel to act intelligently.

16 c. Counsel for all parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommended approval of the Settlement.

19 d. No objections were received. No requests for exclusion were
20 received.

21 e. The participation rate is high. All Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Settlement Class Members under the
24 terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses
25 of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the
26 release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks
27 of the litigation and the delays which would ensue from continued prosecution of the Action.

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1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **PAGA Payment**

4 9. The Agreement provides for a PAGA Payment in the amount of \$20,000.00.
5 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and
6 the allocation of \$15,000.00 to LWDA and \$5,000.00 to PAGA Class Members is fair and
7 reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72
8 Cal.App.5th 56.

9 **Attorneys' Fees and Attorneys' Expenses**

10 10. The Agreement provides for an award of Attorneys' Fees and Attorneys'
11 Expenses in the amount of up to Two Hundred Thirteen Thousand, Three Hundred Thirty-Three
12 Dollars and Thirty-Three Cents (\$213,333.33). Subject to Court approval, the award of Attorneys'
13 Fees and Attorneys' Expenses consists of attorneys' fees equal to one-third (1/3) of the Gross
14 Settlement Amount, or One Hundred Ninety-Three Thousand, Three Hundred Thirty-Three Dollars
15 and Thirty-Three Cents (\$193,333.33) and reimbursement of litigation expenses in the amount of
16 Twenty Thousand Dollars and Zero Cents (\$20,000.00).

17 11. An award of Attorneys' Fees and Attorneys' Expenses in the amount of Two
18 Hundred Thirteen Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents
19 (\$213,333.33) comprised of attorneys' fees in the amount of One Hundred Ninety-Three Thousand,
20 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$193,333.33) and reimbursement of
21 litigation expenses in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) is
22 reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
23 Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents
24 1/3 of the common fund, which is reasonable, and is supported by Class Counsel's lodestar.

25 **Service Award**

26 12. The Agreement provides for a Service Award of up to Ten Thousand Dollars
27 and Zero Cents (\$10,000.00) for Plaintiff, Wafa Mwanes, subject to the Court's approval. The Court
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1 finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) is reasonable in light
2 of the risks and burdens undertaken by the Plaintiff in this class action litigation.

3 **Claims Administration Costs**

4 13. The Agreement provides for Claims Administration Costs to be paid in an
5 amount not to exceed \$9,500.00. The Declaration of the Claims Administrator provides that the
6 actual Claims Administration Expenses Payment were \$9,500.00. The amount of this payment is
7 reasonable in light of the work performed by the Claims Administrator.

8 **II.**

9 **ORDERS**

10 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

11 1. The Class is certified for the purposes of settlement only. The Settlement
12 Class is hereby defined to include:

13 All current and former non-exempt employees who worked for Defendant at any
14 time during the period from September 16, 2016, to April 29, 2023 (“Class Period”).

15 2. There are 548 members of the Class. Every person in the Class who did not
16 opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs
17 to the Settlement.

18 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
19 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
20 this Order and the terms of the Agreement.

21 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
22 exchange, the Settlement Class Members shall release the “Released Parties” from the “Released
23 Class Claims” and the PAGA Class Members shall release the “Released Parties” from the
24 “Released PAGA Claims.”

25 a. The “Released Parties” means Defendant, and any of their former and
26 present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors,
27 successors, and assigns, as well as all past and present officers, directors, employees (who are not
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1 also Class Members), partners, shareholders and agents, attorneys, insurers, and any other
2 successors, assigns, or legal representatives.

3 b. The “Released Class Claims” are defined as all class claims alleged
4 in the operative Complaint, or which could have been alleged in the operative complaint based on
5 the facts alleged, which occurred during the Class Period, and expressly excluding all other claims,
6 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
7 social security, workers' compensation, and class claims outside of the Class Period.

8 c. The “PAGA Class Members” are defined as all current and former
9 non-exempt employees who worked for Defendant at any time during the PAGA Period. The PAGA
10 Period is defined as the period from November 2, 2019, to April 29, 2023.

11 d. The “Released PAGA Claims” are defined as all PAGA claims
12 alleged in the operative Complaint and Plaintiffs PAGA notice to the LWDA which occurred during
13 the PAGA Period, and expressly excluding all other claims, including claims for vested benefits,
14 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
15 and PAGA claims outside of the PAGA Period.

16 5. Class Counsel are awarded a payment for Attorneys’ Fees and Attorneys’
17 Expenses in the amount of Two Hundred Thirteen Thousand, Three Hundred Thirty-Three Dollars
18 and Thirty-Three Cents (\$213,333.33) comprised of attorneys’ fees in the amount of One Hundred
19 Ninety-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents
20 (\$193,333.33) and reimbursement of litigation expenses in the amount of Twenty Thousand Dollars
21 and Zero Cents (\$20,000.00). Class Counsel shall not seek or obtain any other compensation or
22 reimbursement from Defendant, Plaintiff, or members of the Settlement Class.

23 6. The payment of the Service Award to the Plaintiff in the amount of
24 \$10,000.00 is approved.

25 7. The payment of \$9,500.00 to the Claims Administrator for the Claims
26 Administration Costs is approved.

27 8. The PAGA Payment of \$20,000.00 is hereby approved as fair, reasonable,
28 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court

1 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
2 fraud or collusion.

3 9. Final Judgment is hereby entered in this action. The Final Judgment shall
4 bind each Settlement Class Member.

5 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
6 California and all PAGA Class Members, pursuant to the California Private Attorneys' General Act
7 ("PAGA").

8 11. The Court further finds and determines that Class Counsel satisfied California
9 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
10 under the Private Attorney General Act ("PAGA") on July 6, 2023.

11 12. The Court orders Class Counsel to comply with California Labor Code §
12 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
13 entry of this Order.

14 13. The Agreement is not an admission by Defendant, nor is this Final Approval
15 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
16 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
17 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
18 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
19 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
20 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
21 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
22 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
23 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
24 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
25 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
26 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
27 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
28 or issue preclusion or similar defense as to the claims being released by the Settlement.

1 14. Notice of entry of this Final Approval Order and Judgment shall be given to
2 Class Counsel on behalf of Plaintiff and all Settlement Class Members. It shall not be necessary to
3 send notice of entry of this Final Approval Order and Judgment to individual Settlement Class
4 Members and the Final Approval Order and Judgment shall be posted on Claims Administrator's
5 website as indicated in the Notice Packet.

6 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
7 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
8 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
9 connection with the distribution of settlement benefits.

10 16. If the Settlement does not become final and effective in accordance with the
11 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
12 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
13 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

14 **IT IS SO ORDERED.**

15 DATED: _____, 2024
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19 Hon. Joseph T. Ortiz
20 JUDGE OF THE SUPERIOR COURT
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