

1 **JCL LAW FIRM, APC**

2 Jean-Claude Lapuyade (State Bar #248676)
3 Sydney Castillo-Johnson (State Bar #343881)
4 Perssia Razma (State Bar #351398)
5 5440 Morehouse Drive, Suite 3600
6 San Diego, CA 92121
7 Telephone: (619) 599-8292
8 jlapuyade@jcl-lawfirm.com
9 scastillo@jcl-lawfirm.com
10 prazma@jcl-lawfirm.com

11 **ZAKAY LAW GROUP, APLC**

12 Shani O. Zakay (State Bar #277924)
13 5440 Morehouse Drive, Suite 3600
14 San Diego, CA 92121
15 Telephone: (619) 255-9047
16 shani@zakaylaw.com

17 Attorneys for PLAINTIFF

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

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

23 Plaintiff,

24 vs.

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

28 Defendants.

Case No. CIVDS2018742

[PROPOSED] AMENDED JUDGMENT

Date: November 12, 2024

Time: 8:30 a.m.

Judge: Hon. Joseph T. Ortiz

Dept.: S-17

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

NOV 27 2024

BY Melissa White
MELISSA WHITE, DEPUTY

RECEIVED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN JUAN BAPTIST
NOV 5 2024
ALLEXUS FIERRO

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. The parties having settled this action and the Court having entered an
5 Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Class is confirmed for the purposes of settlement. The
9 Settlement Class is defined as all current and former non-exempt employees who worked for
10 Defendant at any time during the period from September 16, 2016, to April 29, 2023 ("Class
11 Period").

12 2. All persons who meet the foregoing definition are Settlement Class Members, except
13 for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Amended Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and each
24 Settlement Class Member who has not validly opted out has released the "Released Parties" from
25 the "Released Class Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 (a) The "Released Class Claims" are defined all class claims alleged in the
28 operative Complaint, or which could have been alleged in the operative complaint based on the facts

1 alleged, which occurred during the Class Period, and expressly excluding all other claims, including
2 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
3 security, workers' compensation, and class claims outside of the Class Period.

4 (b) The "Released Parties" are defined as Defendant, and any of their former and
5 present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors,
6 successors, and assigns, as well as all past and present officers, directors, employees (who are not
7 also Class Members), partners, shareholders and agents, attorneys, insurers, and any other
8 successors, assigns, or legal representatives.

9 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
10 Labor and Workforce Development Agency ("LWDA"), the State of California, and each "PAGA
11 Class Member" have released the Released Parties from the "Released PAGA Claims" for the
12 "PAGA Period" as set forth in the Agreement.

13 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

14 (a) The "PAGA Class Members" are defined as all current and former non-
15 exempt employees who worked for Defendant at any time during the PAGA Period.

16 (b) The "PAGA Period" is defined as the period from November 2, 2019, to April
17 29, 2023.

18 (c) The "Released PAGA Claims" are defined as all PAGA claims alleged in the
19 operative Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA
20 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
21 termination, unemployment insurance, disability, social security, workers' compensation, and
22 PAGA claims outside of the PAGA Period.

23 9. This Court hereby grants final approval and awards the following: (i) Two Hundred
24 Thirteen Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$213,333.33) for
25 Attorneys' Fees and Attorneys' Expenses comprised of one-third of the Gross Settlement Amount,
26 or One Hundred Ninety-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three
27 Cents (\$193,333.33) ("Attorneys' Fees") and litigation expenses in the amount of Twenty Thousand
28 Dollars and Zero Cents (\$20,000.00) ("Attorneys' Expenses"); (ii) the Service Award to Class

1 Representative, Wafa Mwanes, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00)
2 in exchange for a general release; (iii) Claims Administration Costs of Nine Thousand, Five
3 Hundred Dollars and Zero Cents (\$9,500.00) to Apex Class Action LLC; (iv) Fifteen Thousand
4 Dollars and Zero Cents (\$15,000.00) (75% of the PAGA Payment) to the Labor and Workforce
5 Development Agency ("LWDA Payment"); and Five Thousand Dollars and Zero Cents (\$5,000.00)
6 (25% of the PAGA Payment) allocated to the PAGA Class Members ("PAGA Class Member
7 Payment").

8 10. **Pursuant to the Declaration of Madely Nava of Apex Class Action, LLC a total**
9 **of \$41,049.25 remains uncashed after the October 14, 2024, check cashing deadline date. On**
10 **December 4, 2024, (30 days after the check void date), in accordance with the terms of the**
11 **Parties' Settlement Agreement, the unclaimed funds will be sent to Community Law Project.**

12 11. Plaintiff shall give notice of this Amended Judgment to the Labor and Workforce
13 Development Agency within ten (10) days after entry of the Amended Judgment or order pursuant
14 to California Labor Code section 2699(1)(3).

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

17 DATED: Nov. 27, 2024
18

19
20 
21 Hon. Joseph T. Ortiz
22 JUDGE OF THE SUPERIOR COURT
23
24
25
26
27
28