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FILED
ALAMEDA COUNTY
AUG 15 2024
CLERK OF THE SUPERIOR COURT
By  Deputy

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

Georgie Vuchkov and Jose Bustos,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

Whole Foods Market California, Inc.; and
Does 1 through 20, inclusive,

Defendants.

Case No. RG21092593

**[PROPOSED] ORDER FINALLY
APPROVING CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

1 **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

2 This matter came for hearing on August 8, 2024 upon the Motion for Final Approval of the
3 proposed settlement of this action on the terms set forth in the Joint Stipulation and Settlement of
4 Class Action and Private Attorneys General Act Representative Claims (the “Settlement Agreement”
5 or “Stipulation”), attached to the declaration of Jonathan M. Lebe in Support of Final Approval of
6 Class and PAGA Action Settlement, incorporated hereto as “**Exhibit A.**” Due and adequate notice
7 having been given to the members of the Class, and having considered the Settlement, all papers and
8 proceedings held herein, and all oral and written comments received regarding the proposed
9 Settlement, and having reviewed the entire record in this action, Case No. RG21092593, entitled
10 *Georgi Vuchkov et al. v. Whole Foods Market California, Inc.* (the “Action”), and good cause
11 appearing, the Court finds that:

12 WHEREAS, Plaintiffs Georgi Vuchkov and Jose Bustos (“Plaintiff”) have alleged claims
13 against Defendant Whole Foods Market California, Inc. (“Defendant”) on behalf of themselves and
14 on behalf of others similarly situated, comprising: “All persons employed by Defendant in the State of
15 California as hourly non-exempt employees during the Class Period.”

16 WHEREAS, Plaintiffs asserts putative class and representative claims against Defendant for
17 (1) Failure to Pay Minimum Wages; (2) Failure To Pay Overtime Wages; (3) Failure To Provide
18 Meal Periods; (4) Failure To Provide Rest Periods; (5) Failure to Pay Unused Vested Vacation
19 Wages; (6) Failure to Pay Wages Upon Separation of Employment and Within the Required Time;
20 (7) Failure To Reimburse All Business Expenses; (8) Failure To Furnish Accurate Itemized Wage
21 Statements; (9) Violation of Business and Professions Code §§ 17200, *et seq.*; and (10) Enforcement
22 of Labor Code §§ 2698, *et seq.*, (“PAGA”).

23 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of law
24 alleged in this Action, and further denies any liability whatsoever to Plaintiffs or the Class Members.

25 WHEREAS, without admitting any liability, claim, or defense, Plaintiffs and Defendant
26 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
27 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation.

28 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on or

1 about April 26, 2023, which provides for entry of judgment as to the claims asserted in the Action
2 against Defendant on the terms and conditions set forth in the Stipulation, subject to the approval of
3 this Court.

4 WHEREAS, this Court granted preliminary approval of the Parties' Settlement in this action
5 on January 25, 2024 (the "Preliminary Approval Order").

6 WHEREAS, notice to the Class Members was sent in accordance with the Stipulation and
7 Preliminary Approval Order.

8 NOW, therefore, the Court grants final approval of the settlement, and

9 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

10 1. All defined terms contained herein shall have the same meanings as set forth in the
11 Parties' Settlement Agreement.

12 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and the
13 Class.

14 3. The Court has determined that the Notice given to the Class fully and accurately
15 informed all persons in the Class of all material elements of the proposed Settlement – including the
16 plan of distribution of the Settlement funds, the application for an enhancement awards to the Class
17 Representatives, and the application for an award of attorneys' fees and costs to Class Counsel –
18 constituted the best notice practicable under the circumstances, and constituted valid, due, and
19 sufficient notice to all Class Members.

20 4. The Court hereby grants final approval of the Settlement and Stipulation as fair,
21 reasonable, and adequate in all respects to the Class Members and Orders the parties to consummate
22 the Settlement in accordance with the terms of the Stipulation.

23 5. The plan of distribution as set forth in the Stipulation providing for the distribution of
24 the Class Settlement Amount to Class Members is approved as being fair, reasonable, and adequate.

25 6. The Class is defined as follows: "All persons employed by Defendant in the State of
26 California as hourly non-exempt employees during the Class Period."

27 7. The Class Period is defined as the time period from March 18, 2017 to September 24,
28 2023.

1 8. As previously held in the Court's Preliminary Approval Order, the Court appoints as
2 Class Counsel Jonathan M. Lebe, Zachary T. Gershman, and Ryan C. Ely of Lebe Law, APLC,
3 located at 777 S. Alameda Street, Second Floor, Los Angeles, CA 90021.

4 9. The Court approves the payment of attorneys' fees in the amount of \$2,220,000.00 to
5 Class Counsel, which shall be paid from and not in addition to the Total Class Action Settlement
6 Amount.

7 10. The Court approves the payment of attorneys' costs in the amount of \$30,768.51 to
8 Class Counsel, which shall be paid from and not in addition to the Total Class Action Settlement
9 Amount.

10 11. The Court approves a payment in the amount of \$375,000.00 to the California Labor
11 & Workforce Development Agency, representing the State of California's portion of civil penalties
12 under PAGA, which shall be paid from and not in addition to the Total Class Action Settlement
13 Amount.

14 12. The Court approves the payment of reasonable claims administration costs to the
15 Settlement Administrator, Rust Consulting, Inc., in the amount of \$127,002.97, which shall be paid
16 from and not in addition to the Total Class Action Settlement Amount.

17 13. The Court approves an enhancement award to Plaintiff and class representative
18 Georgi Vuchkov in the amount of \$15,000.00, which shall be paid from and not in addition to the
19 Total Class Action Settlement Amount.

20 14. The Court approves an enhancement award to Plaintiff and class representative Jose
21 Bustos in the amount of \$15,000.00, which shall be paid from and not in addition to the Total Class
22 Action Settlement Amount.

23 15. The Court hereby enters final judgment in this Action in accordance with the terms
24 of the Stipulation; the Preliminary Approval Order filed on January 25, 2024; and this Order, thereby
25 resolving the Action in its entirety. Without affecting the finality of this Final Order and Judgment,
26 the Court reserves exclusive and continuing jurisdiction over the Action; Plaintiffs Georgi Vuchkov
27 and Jose Bustos; the Class; and Defendant for the purposes of: (a) supervising the implementation,
28 enforcement, construction, and interpretation of the Stipulation, the Preliminary Approval Order, the

1 distribution of the Total Class Action Settlement Amount, and the Final Order and Judgment; and
2 (b) hearing and determining the application by Class Counsel for an award of attorneys' fees, costs,
3 and expenses, which hearing shall take place concurrently with the hearing for this Final Order and
4 Judgment; and (c) consistent with Code of Civil Procedure Section 384, the Court shall set a
5 Compliance Hearing Date for July 3, 2025, and, at least seven (7) days before this date, the Parties
6 will file a joint report regarding the status of the disbursement of the settlement, the value of the
7 checks not cashed by Class Members, and a proposed amended judgment such that the Court may
8 amend this judgment and allow for the value of the uncashed checks to be donated to Bet Tzedek, a
9 legal aid organization.

10 16. Neither Defendant nor any related persons or entities shall have any further liability
11 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
12 provided for by the Stipulation.

13 17. The Parties will bear their own costs and attorneys' fees except as otherwise provided
14 herein.

15 18. Upon entry of this Final Order and Judgment, and by operation of this Final Order
16 and Judgment, the claims in this Action of each Class Member against Defendants, and against any
17 and all of the Released Parties (as defined in the Stipulation), are fully, finally, and forever released,
18 relinquished, and discharged pursuant to the terms of the Stipulation.

19 19. By operation of this Final Order and Judgment, all members of the Class are hereby
20 forever barred and enjoined from prosecuting the Released Class Claims and any claims covered by
21 the limited general release against any of the Released Parties (as defined in the Stipulation).

22 20. By operation of this Final Order and Judgment, the Class Representatives are hereby
23 forever barred and enjoined from prosecuting the Released Class Claims and any claims covered by
24 the general release against any of the Released Parties (as defined in the Stipulation).

25 21. Each member of the Class is bound by this Final Order and Judgment, including,
26 without limitation, the release of claims as set forth in the Stipulation.

27 22. This Final Order and Judgment and the Stipulation, and all papers related thereto, are
28 not, and shall not be construed to be, an admission by Defendant of any liability, claim, or

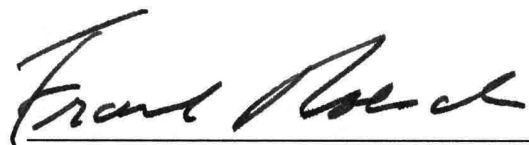
1 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
2 wrongdoing in this Action or in any other proceeding.

3 23. In the event that the Settlement does not become effective in accordance with the
4 terms of the Stipulation, then this Final Order and Judgment shall be rendered null and void to the
5 extent provided by and in accordance with the Stipulation and shall be vacated, and, in such event,
6 all orders entered and releases delivered in connection herewith shall be null and void to the extent
7 provided by and in accordance with the Stipulation, and each party shall retain his, her, or its rights
8 to proceed with litigation of the Action.

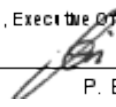
9 24. The Court finds that there is no just reason for delay of entry of this Final Order and
10 Judgment and hereby directs its entry.

11
12 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

13
14 DATED: 8/15/2024



Hon. Frank Roesch
Judge of the Alameda County Superior Court

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 08/15/2024
PLAINTIFF/PETITIONER: Georgi Vuchkov	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Whole Foods Market California, Inc.	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG21092593

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Judgment - Stipulated Judgment - Before Trial - 08/15/2024 entered for Plaintiff Georgi Vuchkov against Defendant Whole Foods Market California, Inc.. entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Derek R Havel
Sheppard Mullin Richter & Hampton LLP
dhavel@sheppardmullin.com

Jonathan M Lebe
Lebe Law APLC
Jon@lebelaw.com

Dated: 08/15/2024

Chad Finke, Executive Officer / Clerk of the Court

By:


P. Bir, Deputy Clerk