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SF MARKETS, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

WILLIAM GARCIA RAYA, JR. on
behalf of the general public as private
attorney general,

Plaintiff,

v.

SFM, LLC, a California Limited Liability
Company; SF Markets, LLC, dba
SPROUTS FARMERS MARKET, a
Delaware Limited Liability Company; and
DOES 1-50, inclusive,

Defendants.

LAURIELLE CUTHBERTSON, on
behalf of the general public as private
attorney general,

Plaintiff,

v.

FILED
Superior Court of California
County of Los Angeles
12/19/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: H. Garcia Deputy

Case No. 21STCV18228
Related to Case Nos. 21STCV43022 and
21STCV4015

Judge: David Sotelo
Dept: 40

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS,
DISMISSING ACTION WITH
PREJUDICE**

1 SFM, LLC, a California Limited Liability
2 Company; SF Markets, LLC, dba
3 SPROUTS FARMERS MARKET, a
4 Delaware Limited Liability Company; and
5 DOES 1-50, inclusive,

6 Defendants.

7 JEFFREY THOMAS STRAHL. on behalf
8 of the general public as private attorney
9 general,

10 Plaintiff,

11 v.

12 SFM, LLC, a California Limited Liability
13 Company; SF Markets, LLC, dba
14 SPROUTS FARMERS MARKET, a
15 Delaware Limited Liability Company; and
16 DOES 1-50, inclusive,

17 Defendants.

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1 **ORDER**

2 The Court, having reviewed the Parties' the Private Attorneys General Act (Labor Code §
3 2698 *et seq.*) ("PAGA") Settlement Agreement (the "Settlement" or "Settlement Agreement")
4 attached as Exhibit "A" to the concurrently-filed Declaration of James Hawkins, together with the
5 Stipulation of the Parties and the Declaration of James Hawkins and exhibits attached thereto,
6 hereby ORDERS AS FOLLOWS:

7 Plaintiffs' Actions seek civil penalties on behalf of the State of California and similarly
8 situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under
9 Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiffs'
10 Complaints and their respective letters to the Labor Workforce and Development Agency
11 "LWDA") (the "LWDA Letter"), on behalf of all current and former non-exempt employees of
12 Defendant SFM LLC from March 9, 2020 and the date that the Court enters an Order approving
13 the PAGA Settlement.

14 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and
15 approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(1)(2).
16 Accordingly the Court, having considered the proposed settlement set forth in the Settlement
17 Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having
18 considered the papers filed in support of the proposed settlement and the arguments of counsel, and
19 good cause appearing, **NOW THEREFORE, IT IS ORDERED:**

20 1. The Court finds the instant Actions presents a good faith dispute of the claims alleged;

21 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
22 of the above-captioned actions, as set forth in the Settlement Agreement and each of the releases and
23 other terms, as fair, just, reasonable, and adequate.;

24 3. The Court finds further that Plaintiffs, acting on behalf of themselves and the State of
25 California, by operation of this Order hereby releases and forever discharges Defendants and the
26 Released Parties (as defined in the Settlement Agreement) from any and all PAGA Released Claims
27 (as defined in the Settlement Agreement) including penalties asserted in Plaintiffs' respective
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1 Complaints, including any and all known and unknown claims for civil penalties under the Private
2 Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise.

3 4. The Court finds further that the foregoing release shall be binding on Plaintiffs and the
4 State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved
5 Employees (defined as PAGA Group Members in the Settlement Agreement), on behalf of the State of
6 California, as to the PAGA Released Claims and Released Parties.

7 5. The Court finds further that for reasonable consideration, Plaintiffs have agreed to and is
8 bound by Plaintiffs' Complete and General Release (as defined in the Settlement Agreement) and waiver
9 of California Civil Code Section 1542;

10 6. The Parties are directed to comply with all terms of the Settlement Agreement, and
11 Defendants are directed to make all payments required by the Settlement Agreement;

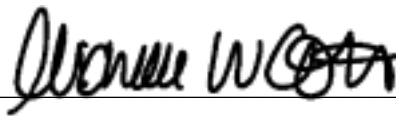
12 7. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of One-
13 Million Five-hundred thousand dollars (\$1,500,000.00) (the "PAGA Settlement Amount"). The
14 PAGA Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees,
15 enhancement award to Plaintiff, Attorney's Fees and Costs, and Administration Costs. No portion of the
16 Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel request an award of attorney's fees
17 of \$500,000.00 and costs of \$22,500; payment of settlement administrator ILYM Group administration
18 costs of (\$86,800), and \$5,000.00 each to Plaintiff Strahl and Plaintiff Cuthbertson as a service award and
19 individual settlement release. Defendant does not oppose these requests. The Court finds the PAGA
20 Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the
21 Settlement Administrator to make the above payments from the Gross Settlement Amount.

22 8. After deducting the foregoing payments, the estimated remainder of approximately
23 \$880,700 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
24 NSA will then be distributed 75% percent (\$660,525) to the LWDA, and the remaining 25% percent
25 (\$220,175) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The
26 Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and
27 Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement
28 Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement; and

1 9. The entire Actions entitled (1) *William Garcia Raya Jr., v. SFM LLC et al* Case No.
2 21STCV18228; (2) *Laurielle Cuthbertson, v. SFM LLC et al* Case No. 21STCV40150; and (3)
3 *Jeffrey Thomas Strahl Jr., v. SFM LLC et al.* Case No. 21STCV18228 are hereby DISMISSED
4 WITH PREJUDICE as to all parties and all causes of action in this Action. The Court reserves exclusive
5 and continuing jurisdiction over the Action and the Parties under Code of Civil Procedure § 664.6 for the
6 purpose of supervising implementation, enforcement, construction, administration, and interpretation of the
7 Settlement Agreement.

8 10. Plaintiffs shall promptly submit a copy of this Order to the LWDA pursuant to
9 PAGA.

10 **IT IS SO ORDERED.**

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13 HON. ~~DAVID SOTELO~~ Michelle Williams Court
14 SUPERIOR COURT JUDGE
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