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Attorneys for Plaintiffs Joyce Dempsey and Sylvia Redding

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JOYCE DEMPSEY and SYLVIA REDDING,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

RALEY'S, a California Corporation, and DOES
1 through 100,

Defendants.

Case No. 34-2021-00308264-CU-OE-GDS

Assigned to the Hon. Lauri A. Damrell

**[PROPOSED] ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENTS AND
JUDGMENT**

Date: October 3, 2025
Time: 9:00 a.m.
Place: Department 22

Complaint Filed: September 20, 2021
Trial Date: None Set

ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
21 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendant or any of the other Released Parties.

25 10. With the exception of the 9 individuals who opted out of the Settlement Class, final
26 approval shall be with respect to: All current and former non-exempt employees who work or worked
27 for Defendant or Defendant's related entities (Bel Air Mart dba Bel Air; Nob Hill General Store, Inc. dba
28 Nob Hill Foods; Warehouse Concepts dba Food Source; and Market 5ONE5) (these related entities and

Defendant are collectively referred to as the “Raley’s Entities”) in the State of California at any time during the period from August 25, 2017 through December 10, 2024.

11. Plaintiffs Joyce Dempsey and Sylvia Redding are adequate and suitable representatives and are hereby appointed the Class Representatives for the Settlement Class. The Court finds that Plaintiffs’ investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and that their interests are aligned with those of the Settlement Class.

12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of \$10,000, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of all claims arising out of their employment with Defendant.

13. The Court finds that the attorneys at Capstone Law APC and Lawyers *for* Justice, P.C. have the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and Lawyers *for* Justice, P.C. as counsel for the Settlement Class.

14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA Members.

\$1,710,000

15. The Court hereby awards ~~\$1,900,000~~ in attorneys’ fees and ~~\$15,448.35~~ in costs and expenses to Capstone Law APC and Lawyers *for* Justice, P.C. The Court finds that the requested award of attorneys’ fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created by the settlement. The Court also finds that the request for litigation costs is fair and reasonable. The award of attorneys’ fees and costs will be divided as follows: (a) ~~\$1,425,000~~ in attorneys’ fees and ~~\$11,193.21~~ in litigation costs to Capstone Law APC; and (b) ~~\$475,000~~ in attorneys’ fees and \$4,255.14 in litigation costs to Lawyers *for* Justice, P.C.

\$1,282,500

\$10,432.68

\$427,500

\$475,000

16. The Court approves settlement administration costs and expenses in the amount of \$91,000 to CPT Group, Inc.

17. All Class Members were given a full and fair opportunity to participate in the Approval

Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order and Judgment shall be forever binding on all Participating Class Members. These Participating Class Members have released and forever discharged Raley's and the Released Parties for any and all Released Class Claims during the Class Period:

All claims, rights, demands, charges, complaints, causes of action, penalties, interest, attorneys' fees, costs, obligations, damages, restitution, declaratory relief, equitable or injunctive relief, or liability of any and every kind against Defendant and the Released Parties that were pleaded or that could have been pleaded based on the factual allegations set forth in all Complaints and PAGA Letters in the Actions, including the First Amended Complaint, during the Class Period. The Released Class Claims include, but are not limited to: (1) all claims for alleged failure to pay straight time, overtime, or double time wages, failure to pay wages for off-the-clock work, and failure to pay other wages of any kind during employment under state and federal law, including the California Labor Code and IWC Wage Orders; (2) failure to provide meal periods or properly pay meal period premiums; (3) failure to authorize and permit rest periods or properly pay rest period premiums; (4) failure to pay minimum wages; (5) failure to properly pay final wages due at separation; (6) failure to provide accurate and itemized wage statements; (7) failure to reimburse for necessary business expenditures; (8) failure to provide reporting time pay; (9) claims arising from the failure to pay at the regular rate of pay; (10) requiring employees to perform seven consecutive days of work; (11) untimely payment of wages during employment; (12) failure to properly pay vacation time; (13) failure to properly pay sick time, including COVID sick pay and kin care; (14) claims brought under Business & Professions Code Section 17200 *et seq.* including, but not limited to, all claims for unfair and unlawful conduct to Class Members based on the preceding claims; (15) penalties of any nature based on the preceding claims (excluding PAGA penalties), including waiting time and wage statement penalties under the California Labor Code; (16) interest based on the preceding released claims; (17) claims under the Fair Labor Standards Act based on the preceding released claims; and (18) attorneys' fees and costs based on the preceding released claims. The release of the Released Class Claims by Participating Class Members, and each of their respective current, future, or former executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, is a material term of this Settlement.

18. Additionally, all PAGA Members and the LWDA have released and forever discharged Raley's and the Released Parties for any and all Released PAGA Claims during the PAGA Period:

All claims, rights, demands, charges, complaints, causes of action, penalties, interest, attorneys' fees, costs, obligations, or liability of any and every kind against Defendant and the Released Parties accruing during the PAGA Period for PAGA civil penalties arising out of or related to the facts alleged in all Complaints and PAGA Letters in the Actions, including the First Amended Complaint. The Released PAGA Claims include, but are not limited to, claims for civil penalties under PAGA that are premised upon Labor Code Sections 201, 202, 203, 204,

221, 226, 226.7, 227.3, 233, 246, 246.5, 247.5, 510, 512, 551, 552, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2810.5, and 2802, as well as any applicable IWC Wage Order based on the preceding. The Released PAGA Claims shall include any remedies for any of the claims described herein. The release of the Released PAGA Claims by Plaintiffs, PAGA Members, the Attorney General of the State of California, the LWDA, and each of their respective current, future, or former executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, is a material term of this Settlement.

19. Judgment in this matter is entered in accordance with the above findings.

20. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein.

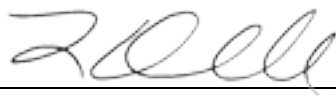
21. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h).

22. The Court sets a compliance hearing for August 21, 2026 at 10:30 am, at which time the Court will consider evidence that the distribution process is complete and that a final accounting may be approved. Plaintiffs shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than August 3, 2026. If the settlement terms are fulfilled, the parties shall file a joint request for dismissal.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 10/3/25




Hon. Lauri A. Damrell
Sacramento County Superior Court Judge

*The nine individuals referenced in paragraph 10 who opted out include:

Araceli Aguirre
Teresita Hill
Jennifer Martinez
Jose De Jesus Sanchez Miramontes
Glenn Nuzum
Leilani Silva
Alyn Darrach
Holly Delucchi
Emily Newman