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12 **and the Class**

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF HUMBOLDT**

15 **JESSICA COLLARD,**

16 **Plaintiff,**

17 **v.**

18 **MURPHY'S MARKETS, INC., a**
19 **corporation; and DOES 1-100, inclusive,**

20 **Defendants.**

21 **Case No.: CV2101368**

22 **[PROPOSED] ORDER AND JUDGMENT OF**
23 **FINAL APPROVAL OF CLASS AND**
24 **REPRESENTATIVE ACTION**
25 **SETTLEMENT**

26 **Date: December 11, 2023**

27 **Time: 10:30 a.m.**

28 **Dept.: 4**

Before the Court are Plaintiff Jessica Collard's ("Plaintiff") Unopposed Motions for (1) Final Approval of Class and Representative Action Settlement and (2) for Fees and Costs of Class Counsel, Service Payment to Class Representative, and Costs of Claims Administration. Defendant Murphy's Markets, Inc. ("Defendant") did not oppose either motion.

The Court held a fairness and good faith determination hearing on December 11, 2023 at 10:30 a.m. in Department 4 of the above-entitled Court. Appearances by counsel are reflected in the Court's record. For the reasons set forth below, after fully considering all supporting papers, declarations, evidence and arguments, the Court hereby grants both of Plaintiff's motions, hereby enters Judgment, and makes the following determinations and Orders:

1 1. All terms used in the Order Granting Final Approval of Class and Representative
2 Action Settlement (“Order”) shall have the same meaning as defined in the Class and Representative
3 Action Settlement Agreement and Release (“Settlement Agreement”).

4 2. The distribution of the Class Notice to the Class as set forth in the Settlement
5 Agreement has been completed in conformity with the Court’s July 31, 2023 Order Granting
6 Preliminary Approval of Class and Representative Action Settlement. The Class Notice provided
7 adequate notice of the proceedings and about the case, including the proposed settlement terms as
8 set forth in the Settlement Agreement. The Class Notice fully satisfied due process requirements.
9 The Class Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class
10 Members who could be identified through reasonable effort. As executed, the notice to the Class
11 Members was the best notice practicable under the circumstances.

12 3. For settlement purposes only, the Court finally certifies the Class as defined in the
13 Settlement Agreement, as follows:

14 All current and former non-exempt employees who worked directly for Murphy’s
15 Markets, Inc. in California at any time from September 23, 2017 through January 31,
16 2023.

17 4. Additionally, and for settlement purposes only, the Court finally certifies the Former
18 Employee Subclass as defined in the Settlement Agreement, as follows:

19 All former nonexempt employees who worked directly for Murphy’s Markets, Inc.
20 in California at any time from September 23, 2018 through January 31, 2023.

21 5. The Court deems the Class definition sufficient for the purpose of California Rule of
22 Court 3.765(a), and solely for the purpose of effectuating the Settlement.

23 6. The Court confirms and appoints Plaintiff Jessica Collard as Class Representative.

24 7. The Court confirms and appoints Mayall Hurley P.C., by and through Lead Counsel
25 Robert J. Wassermann and John P. Briscoe as Class Counsel.

26 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
27 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the
28 Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the

1 Settlement Agreement has been reached as a result of informed and non-collusive arm's-length
2 negotiations. The Court further finds that the Parties have conducted extensive investigation and
3 research, and that their attorneys were able to reasonably evaluate their respective positions. The
4 Court also finds that settlement now will avoid additional and potentially substantial litigation costs,
5 as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed
6 the monetary recovery being provided as part of the Settlement and recognizes the significant value
7 afforded to Participating Class Members.

8 9. The Court approves the payment of \$9,000 to Phoenix Settlement Administrators for
9 administering the Settlement. The payment authorized by this paragraph shall be made in
10 accordance with the terms of the Settlement Agreement.

11 10. The Court awards attorneys' fees in the amount of \$133,333 to Class Counsel. The
12 fees sought by Class Counsel amount to one-third of the common fund, common in smaller wage
13 and hour class actions such as this. Class Counsel also provided the Court with the materials
14 necessary to perform a lodestar cross-check. Class Counsel calculate their lodestar fee to be
15 \$164,668.90 based on reasonable hours worked and reasonable hourly rates. Because the fees
16 requested are appropriate under both the common fund and lodestar methods, this Court grants this
17 request.

18 11. The Court finds that the attorneys' fees and costs requested were reasonable in light
19 of the relevant factors. The payment of fees to Class Counsel shall be made in accordance with the
20 terms of the Settlement Agreement.

21 12. The Court awards actual costs of 16,687.45 to Class Counsel. The Court finds that
22 Class Counsel's expended costs were reasonable. Payment of costs to Class Counsel shall be made in
23 accordance with the terms of the Settlement Agreement.

24 13. The Court approves the payment of \$7,500 to Plaintiff Jessica Collard as a class
25 representative enhancement award.

26 14. The Settlement Agreement is not an admission by Defendant or by any of the other
27 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing
28 by Defendant or any of the other Released Parties. Neither this Order, the Settlement Agreement,

1 nor any document referred to herein, nor any action taken to carry out the Settlement Agreement,
2 may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
3 concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

4 15. Upon the Effective Date, each Participating Class Member releases and discharges the
5 Released Parties from the Released Claims for the period of September 23, 2017 through January
6 31, 2023.

7 16. Furthermore, and upon the Effective Date, each Participating Former Employee
8 Subclass member releases and discharges the Released Parties from the Released Former Employee
9 Subclass Claims for the period of September 23, 2018 through January 31, 2023.

10 17. The Parties shall bear their own respective attorneys' fees and costs except as to those
11 provided in the Settlement and this Order.

12 18. Final Approval having been granted to the Parties' Settlement, the Court hereby enters
13 Final Judgment in this matter.

14 19. A final compliance hearing is hereby set for _____ at
15 _____ in this Department.

16 20. Pursuant to section 384 of the Code of Civil Procedure, no later than
17 _____, Class Counsel shall submit a report to the Court specifying the total amount
18 paid to Participating Class Members, and the residue of unclaimed funds that will be paid to the
19 entities identified as the recipients of such funds in the Settlement Agreement, along with a proposed
20 amended judgment. No later than five days after receipt of notice of entry of the amended judgment,
21 the Parties shall submit the amended judgment to the Judicial Council, pursuant to section 384.5 of
22 the Code of Civil Procedure, and shall file a proof of service with the Court confirming this.

23 21. In accordance with the terms of the Settlement Agreement, Defendant shall fund the
24 Qualified Settlement Fund with sufficient funds to satisfy its obligations under the terms of the
25 Settlement and in this Order. The Claims Administrator is directed to mail out the checks to
26 Participating Class Members in accordance with the terms of the Settlement Agreement, and to make
27 all of the other payments to Plaintiff, Class Counsel, the Labor and Workforce Development Agency,
28 and itself as required by the Settlement Agreement and this Order.

1 22. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
2 purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters,
3 and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
4 law.

5 DATED: _____

Hon. Timothy A. Canning
Judge of the Superior Court

PROOF OF SERVICE

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 112 S. Church Street, Lodi, CA 95240, that is located in the county where the mailing and/or delivery below took place.

On November 9, 2023, I served the following document:

[PROPOSED] ORDER AND JUDGMENT OF FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

addressed to:

Laurie E. Yoon
Murchison & Cumming LLP
Mt. Diablo Plaza
2175 N. California Blvd., Ste. 900
Walnut Creek, CA 94596
Lyoon@murchisonlaw.com
Ken H. Moreno
kmoreno@murchisonlaw.com

☐ **BUSINESS PRACTICE TO ENTRUST DEPOSIT TO OTHERS:** I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On the date specified below, at my place of business at Stockton, California a copy of the document described above was placed for deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid addressed to the individuals and/or entities mentioned above; and that envelope was placed for collection and mailing on that date following ordinary business practice.

☐ **BY EXPRESS SERVICE CARRIER:** On the date specified below, I directed to be deposited in a box or other facility regularly maintained by Federal Express or delivered to a courier or driver authorized by said express service carrier to receive documents, a copy of the document mentioned above, in an envelope designed by the said express service carrier, with delivery fees paid or provided for, addressed to the individuals and/or entities mentioned above.

☒ **BY EMAIL:** In accordance with Code of Civil Procedure, Section 1010.6, on the date specified below, I caused a copy of the document(s) described above to be sent to the person(s) at the e-mail address(es) listed above. My business e-mail address is lriley@mayallaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 9, 2023, at Lodi, California.


LINDSAY RILEY