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Attorneys for Plaintiff and the Proposed Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

REGINALD ANTONIO CHAVIS JR., an
individual, on behalf of himself and others
similarly situated,

PLAINTIFF,

v.

GROCERY OUTLET INC.; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 34-2021-00309003

[Case Assigned for All Purposes to Hon. Lauri
Damrell in Dept. 28]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: September 15, 2023

Time: 9:00 a.m.

Dept.: 28

Complaint Filed: September 29, 2021

FAC Filed: December 7, 2021

SAC Filed: December 20, 2022

Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and Representative PAGA action (“Action”) having come
3 before the Court on September 15, 2023, in Department 28 before the Honorable Lauri Damrell,
4 presiding for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement
5 and Judgment (“Final Order”), consistent with the Court’s Amended Order Granting Preliminary
6 Approval of Class Action and PAGA Settlement (“Preliminary Approval Order”), filed and
7 entered May 8, 2023, and as set forth in the Amended Joint Stipulation of Class Action and PAGA
8 Settlement and Release Between Plaintiff and Defendant (“Stipulation of Settlement”) in this
9 Action, and due and adequate notice having been given to all Class Members as required in the
10 Preliminary Approval Order, and the Court having considered all papers filed and proceedings had
11 herein and otherwise being fully informed, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

13 1. All terms used herein shall have the same meaning as defined in the Stipulation of
14 Settlement.

15 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
16 “Settlement Class” and “Class Members” shall mean the following: all persons currently and
17 formerly employed by Defendant as non-exempt employees at Defendant’s Regional Fulfillment
18 Centers in California from September 29, 2017 to December 31, 2022. The Settlement Class,
19 however, shall not include any person who previously settled or released the claims covered by
20 this Settlement, or any person who previously was paid or received awards through civil or
21 administrative actions for the claims covered by this Settlement, or any person who submitted a
22 timely and valid Request for Exclusion as provided in this Settlement. The “Class Period” shall be
23 September 29, 2017 to December 31, 2022. For purposes of the Settlement and this Final Order,
24 “Released Parties” as referenced herein and as released in the Settlement shall collectively mean:
25 (i) Defendant Grocery Outlet, Inc. (“Defendant”); (ii) each of Defendant’s past, present and future
26 direct and indirect parent companies; (iii) the respective past, present and future direct and indirect
27 subsidiaries and affiliates of any of the foregoing; (iv) the past, present and future shareholders,
28 directors, officers, agents, employees, clients, attorneys, insurers, predecessors, successors and

1 assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with
2 any of the foregoing.

3 3. Consistent with the definitions provided in the Stipulation of Settlement, the terms
4 “Aggrieved Employees” or “PAGA Members” shall consist of all persons currently and formerly
5 employed by Defendant as non-exempt employees at Defendant’s Regional Fulfillment Centers in
6 California from September 29, 2020 to December 31, 2022. The Aggrieved Employees, however,
7 shall not include any person who previously settled or released any of the claims covered by this
8 Settlement or any person who previously was paid or received awards through civil or
9 administrative actions for the claims covered by this Settlement. Aggrieved Employees shall not
10 be able to “opt-out” or Request Exclusion, as described below, from the PAGA Release. For
11 purposes of the Settlement and this Final Order, “Released PAGA Claims” means any and all
12 claims for civil penalties pursuant to PAGA that are reasonably related to or arising out of the
13 factual allegations in the operative pleading in the Lawsuit and/or Plaintiff’s September 29, 2021
14 PAGA notice to the LWDA which occurred during the PAGA Period (collectively, the “Released
15 PAGA Claims”). Plaintiff and PAGA Members will release Defendants and the Released Parties
16 from all remedies that could be claimed in connection with the Released PAGA Claims including
17 but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive
18 damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief. All Non-
19 Participating Class Members who are Aggrieved Employees release the Released Parties from the
20 Released PAGA Claims for the PAGA Period.

21 4. This Court has jurisdiction over the subject matter of this Action and over all Parties
22 to this Action, including all Class Members.

23 5. Distribution of the Class Notice directed to the Class Members as set forth in the
24 Stipulation of Settlement and the other matters set forth therein has been completed in conformity
25 with the Preliminary Approval Order, including notice to all Class Members who could be
26 identified through reasonable effort, and is the best notice practicable under the circumstances.
27 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth
28 therein, including the proposed Settlement set forth in the Stipulation of Settlement, to all persons

entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class Members and all Released Claims are covered by and included within the Settlement and this Final Order.

6. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate and reasonable and that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action Settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

7. The Court hereby approves the Settlement set forth in the Stipulation of Settlement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

8. As of the date of entry of this Final Order, each and every Released Claim (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member is and shall be deemed to be conclusively released as against the Released Parties. As of the date of this Final Order, the Class Representative and each and every Class Member who have not submitted a valid Request for Exclusion are hereby released and forever barred and enjoined from prosecuting the Released Claims, except as to such rights or claims as may be created by the Settlement, against Defendant and the Released Parties from any and all claims under state, federal

1 and local law ultimately alleged in this Action and that reasonably could have been alleged in this
2 Action based on the factual allegations contained in the operative Complaint in this Action and
3 any amendments thereto, as to the Class Members, including but not limited to: California Labor
4 Code sections 200, 201, 202, 203, 226, 226.2, 226.3, 226.6, 510, 558, 558.1, 1194, 1199, 2698, et
5 seq., California Business and Professions Code section 17200, et seq., class and representative
6 claims, the applicable Wage Order(s), and all claims for or related to alleged unpaid wages,
7 overtime or double time wages, regular rate of pay, timely payment of wages at separation,
8 itemized wage statements, unfair competition, unfair business practices, unlawful business
9 practices, fraudulent business practices, injunctive relief, declaratory relief, accounting, liquidated
10 damages, penalties of any nature (including but not limited to civil penalties, waiting-time
11 penalties, and PAGA penalties), interest, fees, costs, as well as all other claims, allegations, and
12 damages alleged in the Action, from September 29, 2017 through December 31, 2022 (collectively
13 “Released Claims”). Expressly excluded from the release are claims for retaliation, discrimination,
14 unemployment insurance, disability, workers’ compensation, and claims outside the Released
15 Claims. The release of claims shall not include any claims that cannot be released as a matter of
16 law. In addition, as of the date of this Final Order, the Class Representative and the Settlement
17 Class, and each member of the Class who has not submitted a valid Request for Exclusion, are
18 forever barred and enjoined from instituting or accepting damages or obtaining relief against the
19 Released Parties for any period from September 29, 2017 to December 31, 2022, relating to the
20 Released Claims.

21 9. Effective upon the date of final approval by the Court of this Stipulation of
22 Settlement, and except as to such rights or claims as may be created by this Stipulation of
23 Settlement, PAGA Members shall release all PAGA Claims. “Released PAGA Claims” means
24 any and all claims for civil penalties pursuant to PAGA that are reasonably related to or arising
25 out of the factual allegations in the operative pleading in the Lawsuit and/or Plaintiff’s September
26 29, 2021 PAGA notice to the LWDA which occurred during the PAGA Period (collectively, the
27 “Released PAGA Claims”). Plaintiff and PAGA Members will release Defendants and the
28 Released Parties from all remedies that could be claimed in connection with the Released PAGA

1 Claims including but not limited to, statutory, constitutional, contractual damages, unpaid costs,
2 penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable
3 relief. Effective upon the date of final approval by the Court of this Stipulation of Settlement, all
4 Non-Participating Class Members who are Aggrieved Employees release the Released Parties
5 from the Released PAGA Claims for the PAGA Period.

6 10. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
7 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
8 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
9 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
10 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
11 may be used as, an admission by or against Defendant, or any of the other Released Parties, of any
12 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of
13 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed
14 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
15 by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any
16 action or proceeding in any court, administrative agency or other tribunal for any purpose
17 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
18 the Released Claims, or any related agreement or release. Notwithstanding these restrictions, any
19 of the Released Parties may file in this Action, or submit in any other proceeding, the Final Order,
20 the Stipulation of Settlement, and any other papers and records on file in this Action as evidence
21 of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory
22 of claim or issue preclusion or similar defense as to the Released Claims.

23 11. The Court hereby enters judgment in the entire Action as of the filing date of this
24 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
25 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
26 interpretation, implementation and enforcement of the Settlement and all orders entered in
27 connection therewith pursuant to California Code of Civil Procedure section 664.6.

28 12. The Court finds the settlement payments provided for under the Settlement to be

1 fair and reasonable in light of all of the circumstances. The Court orders the calculations and the
2 payments to be made and administered in accordance with the terms of the Settlement.

3 13. The Court hereby confirms Eric B. Kingsley and Kelsey M. Szamet of Kingsley &
4 Kingsley, APC, and Emil Davtyan of D.Law, Inc. as Class Counsel in this Action.

5 14. The Court further finds that the common fund doctrine is applicable to this Action
6 because there is a sufficiently identifiable class of beneficiaries (the Class), the benefits can be
7 accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the
8 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
9 lump-sum percentage of the common fund. See *Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The
10 Court finds the attorneys' fees request of thirty-three and one-third percent (33 1/3%) of the
11 common fund to be appropriate compensation for Class Counsel. The attorneys' fees request is
12 within the range that has been approved by other courts in similar cases and reasonable in light of
13 the circumstances of this Action, the substantial and beneficial results obtained on behalf of the
14 Class, and the contingent nature of the recovery over the course of this Action, which included
15 potential loss at summary judgment, certification and/or trial proceedings. Pursuant to the terms
16 of the Settlement, and the authorities, evidence and argument submitted by Class Counsel, the
17 Court hereby awards Class Counsel attorneys' fees in the amount of \$150,000.00 and attorneys'
18 costs in the amount of \$8,742.00, from the Gross Settlement Amount as final payment for and
19 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
20 Counsel and any other person or entity related to this Action. The Court further orders that the
21 award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the
22 terms of the Stipulation of Settlement and made payable to and deposited into the bank account of
23 "Kingsley & Kingsley, APC" as Class Counsel in this Action.

24 15. The Court also hereby approves and orders payment of an Enhancement Award to
25 Plaintiff and Class Representative Reginald Antonio Chavis, Jr. in the amount of \$7,500.00 from
26 the Gross Settlement Amount.

27 16. The Court also hereby approves and orders payment in the amount of \$15,000.00
28 from the Gross Settlement Amount for PAGA penalties, payable to the California Labor and

1 Workforce Development Agency.

2 17. The Court also hereby approves and orders payment from the Gross Settlement
3 Amount for actual claims administration expenses incurred by the Claims Administrator, Xpand
4 Legal, in the amount of \$11,500.

5 18. The Court also hereby approves and orders that any residue from uncashed
6 settlement award checks after the expiration date will be paid out to Koinonia Family Services, a
7 non-profit 501(c)(3) organization with child advocacy programs within the State of California, as
8 the *cy pres* recipient pursuant to California Code of Civil Procedure section 384(b); any residue
9 received by Koinonia Family Services shall be used solely for child advocacy programs within the
10 State of California pursuant to Code of Civil Procedure section 384(b).

11 19. The Court also hereby finds and orders that the Stipulation of Settlement is and
12 constitutes a fair, adequate and reasonable compromise of the Released Claims against Defendant
13 and the Released Parties.

14 20. Provided the Settlement becomes effective under the terms of the Stipulation of
15 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
16 Settlement Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the
17 Implementation Schedule within the Preliminary Approval Order.

18 21. The Court also hereby finds that there were no objections to the Settlement raised
19 by any person on the record at the hearing on the Final Approval Order.

20 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

21
22
23 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 23, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

JACKSON LEWIS P.C. Cary G. Palmer cary.palmer@jacksonlewis.com Erika M. Barbara erika.barbara@jacksonlewis.com 400 Capitol Mall, Suite 1600 Sacramento, CA 95814 <i>Attorneys for Defendant</i>	D.LAW, INC. Emil Davtyan emil@d.law 400 N. Brand Blvd., 7 th Floor Glendale, CA 91203 <i>Attorneys for Plaintiff</i>
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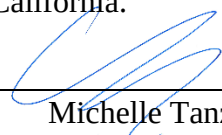
[] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 23, 2023, at Woodland Hills, California.



Michelle Tanzer