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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF STANISLAUS**

13 CRYSTALYNN VILLARREAL, individually,
14 and on behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 O'BRIEN'S MARKET, INC., a California
18 corporation; and DOES 1 through 10, inclusive,

19 Defendants.

Case No.: CV-21-005125

Assigned for All Purposes to the Honorable Stacy
P. Speiller, Department 22

CLASS AND PAGA REPRESENTATIVE
ACTION

~~PROPOSED~~ JUDGMENT FOLLOWING
ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Date: March 14, 2023
Time: 8:30 AM
Department: 22
Judge: Hon. Stacy P. Speiller

Date Action Filed: September 20, 2021
Trial Date: Not Yet Set

FILED

MAR 15 2023

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY

DEPUTY

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

2 Plaintiff Crystalynn Villarreal ("Plaintiff") and Defendant O'Brien's Market, Inc. ("Defendant")
3 reached terms of settlement for a putative class action. On or about March 14, 2023, the Court issued an
4 Order granting Plaintiff's motion for final approval of a proposed class action settlement of the claims
5 asserted against Defendant in this action ("Final Approval Order"). The settlement is memorialized in the
6 STIPULATION OF SETTLEMENT OF CLASS ACTION AND PAGA CLAIMS AND RELEASE OF
7 CLAIMS (see Declaration of Kane Moon In Support of Plaintiff's Motion for Final Approval of Class
8 Action and PAGA Action Settlement ["Moon Decl."], at Exh. 1), also referred to herein as the
9 "Settlement."

10 The Court's Final Approval Order is incorporated herein in its entirety. The Court now enters
11 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
12 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

13 **JUDGMENT**

14 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
15 entered whereby the Plaintiff, all Final Settlement Class Members, and all PAGA Employees shall take
16 nothing from Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

17 Except as set forth in the Settlement and the Final Approval Order, Plaintiff, Class Members, and
18 the State of California shall take nothing by operative Amended Complaint filed in this Action.

19 Each party shall bear his or its own attorneys' fees and costs incurred in the Action, except as
20 otherwise provided in the Settlement and Final Approval Order.

21 The Class Members are:

22 All current and former hourly non-exempt employees employed by Defendant in
23 California at any time from September 20, 2017, to December 9, 2022.

24 (Settlement, ¶ 17.)

25 Class action and PAGA Action claims are released, pursuant to the terms of the Settlement, as
26 follows:

27 Upon the final approval by the Court of this Settlement, and except as to such
28 rights or claims as may be created by the Settlement, the Class Representative, the Class
and each Class Member who has not submitted a valid and timely request for exclusion

as to claims other than the PAGA claim, will release claims as follows:

(a) Identity of Released Parties. means Defendant and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community (collectively, "Released Parties").

(b) Date Release Becomes Active. The Released Claims will be released upon the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement.

(c) Claims Released by Participating Class Members and PAGA Employees. Each and every Class Member, on behalf of himself or herself and his or her heirs, personal representatives, agents, successors, assigns, and all others acting on their behalf, unless he or she has properly elected to opt out of the Class (which will not effectuate an opt-out from the PAGA claim), hereby releases the Released Parties from the following claims ("Released Claims") for the entire Class Period:

1) all claims, demands, rights, liabilities, grievances, and causes of action that were or could have been pled under local, state or federal law arising out of, related to, or based on any facts alleged in the Complaint or First Amended Complaint against Defendant and the Released Parties arising during the Class Period, including but not limited to claims for (1) failure to pay minimum and regular wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; and (7) unfair business practices under the California Business and Professions Code. "Released Class Claims" or "Class Claims" also includes any claims that arise from, are related to, or are otherwise connected with the facts alleged in the Complaint or First Amended Complaint. (including PAGA civil penalties and statutory penalties), interest, fees, and costs);

2) and, in addition, as to all Class Members, whether requesting exclusion from the Settlement or not, may not object to, opt out of, or otherwise exclude themselves from the settlement of the claims for civil penalties alleged pursuant to the Labor Code Private Attorneys General Act of 2004 (PAGA), Labor Code § 2698 et seq., PAGA, and which are included in the Released Claims.

Notice of the Final Approval Order and this Judgment shall be given by Plaintiff to the LWDA by submission through the online system established for the filing of notices and documents, in conformity with Labor Code section 2699, subdivision (l)(3).

Pursuant to Paragraphs 11 and 12 of the Declaration of Lluvia Islas Regarding Notice and Settlement Administration filed concurrently with Plaintiff's Motion for Final Approval of Class Action

1 Settlement, the Settlement Administrator received one (1) request for exclusion from the Settlement. The
2 person who requested to be excluded is Donna L. Bruner.

3 This Final Approval Order and Judgment, the Settlement it reflects, and any and all acts;
4 statements, documents, or proceedings relating to the Settlement are not, and shall not be construed as, or
5 used as, an admission made by Defendant or as a finding by this Court of any fault, wrongdoing, or liability
6 on Defendant's part, or of the validity of any Released Claim or of the existence or amount of any damages.

7 Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final Approval
8 Order, according to the deadlines specified in the Settlement.

9 In the event the Effective Date does not occur, the Final Approval Order and this Judgment shall
10 be null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the contrary
11 in the Settlement, and without prejudice to the *status quo ante* rights of the Plaintiff, Class Members, and
12 Defendant.

13 Judgment is hereby entered in accordance with the Settlement. Without affecting the finality of
14 the Final Approval Order or this Judgment in any way, pursuant to California Code of Civil Procedure
15 Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and
16 continuing jurisdiction over this action, the Plaintiffs, Settlement Class Members, and Defendant, for the
17 purposes of supervising the implementation, enforcement, administration, construction, and interpretation
18 of the Settlement and the releases given in connection therewith, the Preliminary Approval Order, the plan
19 of allocation, the Final Approval Order, and the Judgment, and any other matters related or ancillary to the
20 foregoing.

21 **IT IS SO ORDERED.**

22
23 Dated: 3/14/23


Honorable Stacy P. Speiller
COUNTY SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

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Douglas R. Leach
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Attorneys for Defendant O'Brien's Market, Inc.,

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail ivette.hernandez@moonyanglaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **February 21, 2023** at Los Angeles, California.

Ivette Hernandez
Type or Print Name


Signature