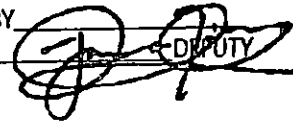


FILED

MAR 15 2023

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY  DEPUTY

Kane Moon (SBN 249834)
Lilit Ter-Astvatsatryan (SBN 320389)
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Attorneys for Plaintiff CRYSTALYNN VILLARREAL

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

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

Plaintiff,

vs.

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

Defendants.

Case No.: CV-21-005125

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

CLASS AND PAGA REPRESENTATIVE
ACTION

~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA 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

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

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

9 After reviewing the Agreement, the Notice process, and other related documents, and having heard
10 the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

11 1. The Court finds that the terms of the proposed class action Settlement are fair, reasonable,
12 and adequate, pursuant to California Code of Civil Procedure § 382. In granting preliminary approval of
13 the class action settlement the Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48
14 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001)
15 and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

16 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
17 non-collusive arms-length negotiations. The Court further finds that the parties have conducted thorough
18 investigation and research, and the attorneys for the parties are able to reasonably evaluate their respective
19 positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well
20 as avoid the delay and risks that would be presented by the further prosecution of the action. The Court
21 finds that the risks of further prosecution are substantial.

22 3. The parties' Settlement is granted final approval as it meets the criteria for final settlement
23 approval. The settlement falls within the range of possible approval as fair, adequate and reasonable, and
24 appears to be the product of arm's-length and informed negotiations and to treat all Class Members fairly.
25 No Class Member has objected to the Settlement. The Class meets the requirements for conditional
26 certification for settlement purposes only under Code of Civil Procedure § 382.

27 4. The Notice of Proposed Class Action Settlement ("Notice") provided to the Class
28 conforms with the requirements of Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court

1 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
2 constitutes the best notice practicable under the circumstances, by providing individual notice to all Class
3 Members who could be identified through reasonable effort, and by providing due and adequate notice
4 of the proceedings and of the matters set forth therein to the other Class Members. The Class Notice fully
5 satisfied the requirements of due process.

6 5. The following persons are certified as Class Members solely for the purpose of entering
7 a settlement in this matter:

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

10 (Settlement, ¶ 17.)

11 6. Plaintiff Crystalynn Villarreal are appointed the Class Representative. The Court finds
12 Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation and have
13 no conflicts of interest with absent Settlement Class Members, and that they adequately represented the
14 interests of absent class members in the Litigation. Kane Moon and Lilit Ter-Astvatsatryan of Moon &
15 Yang, APC, are appointed Class Counsel.

16 7. The Court appoints ILYM Group, Inc. to act as the "Settlement Administrator," pursuant
17 to the terms set forth in the Agreement.

18 8. One Class Member requested exclusion from the Class, amend Donna L. Bruner. 'All
19 Class Members, besides Donna L. Bruner, are bound by the Final Approval Order and associated
20 Judgment in the Action. All Class Members are Settlement Class Members.

21 9. Upon entry of this Final Approval Order and the associated Judgment, funding of the
22 Settlement and compensation to the Class Members shall be implemented pursuant to the terms of the
23 Settlement.

24 10. In addition to any recovery that the Plaintiff may receive under the Settlement as a Class
25 Member, and in recognition of the Plaintiff's efforts on behalf of the Class, the Court hereby approves the
26 payment of an enhancement award to Plaintiff Crystalynn Villarreal in the amount of \$5,000.00.

27 11. The Court approves the payment of attorneys' fees to Class Counsel Moon & Yang, APC,
28 in the amount of \$96,666.66

1 12. Litigation expenses are approved by the Court in the following amount: \$11,236.03 is
2 awarded to Moon & Yang, APC.

3 13. The Court approves and orders payment in the amount of 13,950.00 to ILYM Group, Inc.
4 for performance of its services as the Settlement Administrator, as set forth in the Class Notice.

5 14. Upon completion of administration of the Settlement, the Parties shall file a declaration
6 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
7 have been completed. In the event that any un-cashed or abandoned checks must be distributed to the
8 State Controller's Unclaimed Property fund in the name of the Settlement Class Member following the
9 check negotiation period, the Settlement Administrator will cancel the tax documents associated with those
10 un-cashed or abandoned checks, and the Parties will submit to the Court a revised Judgment that states the
11 final disposition of all amounts under this Settlement, including the aggregate amount of all uncashed
12 checks and any accrued interest, in compliance with California Code of Civil Procedure § 384.

13 15. The Court sets a non-appearance case review hearing regarding compliance with all fund
14 distribution requirements under the Settlement 7/26/23 at 8:30 a.m., in Department
15 C-64 of the above-entitled Court. A declaration from the Settlement Administrator regarding compliance
16 shall be filed with the Court no later than five days before the non-appearance case review. No
17 appearance by the parties is required at the Order to Show Cause hearing if the Settlement Administrator's
18 declaration is timely filed and the Settlement Administrator reports that all of the distributions under the
19 Settlement are complete and, if needed, an Amended Judgment is submitted to address distribution of
20 any unclaimed funds in compliance with California Code of Civil Procedure § 384.

21 16. The Court approves and orders payment in the amount of 7,500.00 to the Labor and
22 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
23 General Act of 2004 (Labor Code § 2698 *et seq.*).

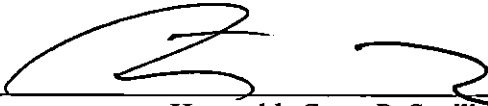
24 17. Once Defendant fully funds the Settlement by paying the Gross Settlement Amount and
25 the employer share of payroll taxes, Plaintiff and the Class Members shall have, by operation of this Final
26 Approval Order and Judgment, fully, finally, and forever released, relinquished, and discharged
27 Defendant from the released claims described in the Settlement.

28 18. In accordance with California Rule of Court 3.771(b), the parties are ordered to give notice

1 of this final Order and the Judgment to all Class Members by posting the Order and the Judgment for 90
2 calendar days on the Settlement Administrator's website.

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4 **IT IS SO ORDERED.**

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6 Dated: 3/14/23


7 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] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA 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:

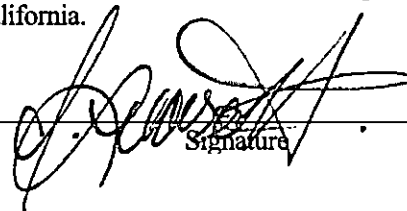
Brandon R. McKelvey
Douglas R. Leach
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925 Highland Pointe Drive, Suite 300
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andrew@medinamckelvey.com

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