Filed OCT 21 2026
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

CHRISTIAN PENA, TOM SWANSON, KEITH ANTHONY TERRY, and ALEJANDRO MARTINEZ individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

SUPER STORES INDUSTRIES, an unknown entity, and DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2021-0010117

[Assigned for All Purposes to the Honorable Jayne Lee, Dept. 10C]

~~[PROPOSED]~~ **ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

~~Preliminary Approval Hearing:~~
Date: October 21, 2026
November 3, 2026
November 4, 2026
November 5, 2026
November 6, 2026
Time: 9:00 a.m.
Dept.: 10C

Action Filed: October 27, 2021

SEP 30 2026

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~~[PROPOSED]~~ ORDER

Having reviewed Plaintiffs Christian Pena, Tom Swanson, Keith Anthony Terry, and Alejandro Martinez's (collectively, the "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of Benjamin H. Haber, Declaration of ___ (co-counsel), Plaintiffs' Declarations, and the Class and Representative PAGA Action Settlement Agreement ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Class Settlement and the Class based on the terms set forth in the Settlement Agreement between Plaintiffs and Defendant Super Store Industries ("Defendant"), attached to the Declaration of Benjamin H. Haber in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**. All capitalized terms or phrases used in this Order that are not defined herein shall have the same meaning as in the Settlement Agreement.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to pay a Gross Settlement Amount of $2,075,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a $200,000.00 allocation as PAGA Payment , 75% of which ($150,000.00) will be paid to California's Labor and Workforce Development Agency ("LWDA") and 25% of which ($50,000.00) will be paid to PAGA Members as Individual PAGA Payments; (c) a Service Award of up to $15,000.00 to each Plaintiff ($60,000.00 total); (d) Class Counsel Fees Payment to Class Counsel for attorneys' fees, not to exceed 35% of the Gross Settlement Amount (currently estimated to be $726,250.00), and Class Counsel Litigation Expenses Payment of up to $60,000.00 for reimbursement of actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to $21,000.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the

range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final approval hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, payment to the LWDA and PAGA Members for their share of the settlement of claims for penalties under PAGA, and the Service Awards should be finally approved as fair, reasonable and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following class (the "Class"): "all individuals who have worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period."

6. "Class Period" means the period from May 2, 2017, through and including April 3, 2025.

7. "PAGA Members" means all individuals who have worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period.

8. "PAGA Period" means the period from October 1, 2020, through and including April 3, 2025.

9. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or

of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

10. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs Christian Pena, Tom Swanson, Keith Anthony Terry, and Alejandro Martinez. The Court further preliminarily approves Plaintiffs' ability to request a Class Representative Service Award of up to $15,000.00 each ($60,000.00 total).

11. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J. Kramer, Giancarlo Recinos of Wilshire Law Firm, PLC and Arby Aiwazian, Joanna Ghosh, and Scarlet Tunney of Lawyers *for* Justice, PC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to 35% of the Gross Settlement Amount (currently estimated to be $726,250.00), and costs not to exceed $60,000.00.

12. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs not to exceed $21,000.00.

13. The Court approves, as to form and content the Class Notice ("Class Notice") attached to the Settlement Agreement as **Exhibit A.** The Court finds that the plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court approves the procedures set forth in the Settlement Agreement and the Class Notice for exclusions from and objections to the Class Settlement. The Court approves the procedures set forth in the Settlement Agreement and the Class Notice for challenges to Class Workweeks and/or PAGA Pay Periods.

14. The Parties and the Settlement Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

15. Any Class Member who does not timely and validly request exclusion from the Settlement in accordance with the Settlement Agreement may object to the Settlement Agreement.

16. The Court preliminarily approves the Sacramento Food Bank & Family Services

as the designated *cy pres* recipient pursuant to Code of Civil Procedure section 384.

17. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Settlement Administrator	14 days after the Court enters this Order granting preliminary approval of the Settlement
Class Notice: Last day for Settlement Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Data
Response Deadline: Last day for Class Members to submit Requests for Exclusion, Objections to the Settlement, and challenges to Class Workweeks and/or PAGA Pay Periods	45 days after Class Notice is initially mailed out by the Settlement Administrator (with an additional 15 days for Class Members whose Class Notice was remailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Awards to Plaintiffs	16 court days before the Final Approval Hearing
Final Approval Hearing	March 3, 2027, at 9:00 AM (a.m./p.m.) in Dept. 10C of the above-referenced Court

18. Neither the Settlement, nor any exhibit, document or instrument delivered thereunder shall be construed or interpreted as or deemed to be evidence of an admission or

concession by Released Parties (a) of any liability or wrongdoing by Released Parties, (b) of the appropriateness of certifying a class for purposes of litigation, (c) that Plaintiffs' claims may properly be prosecuted on a class or representative basis, (d) that any arbitration agreement maintained by Released Parties is unenforceable, or (e) of the truth of any allegations asserted by Plaintiffs, members of the Class, PAGA Members, or any other person. The Settlement and this Preliminary Approval Order shall have no impact on the validity or enforceability of the arbitration agreements entered by the Class Members/PAGA Members, and the settlement shall not prejudice Defendant or any other Released Parties from seeking to enforce such arbitration agreements.

19. If the Class Settlement is not finally approved, the PAGA Settlement is not approved, or the Effective Date does not occur, or the Settlement is terminated under its terms, then: (a) the Settlement shall be without force and effect upon the rights of the Parties hereto, and none of its terms shall be effective or enforceable; (b) the Parties shall be deemed to have reverted nunc pro tunc to their respective status as of the day immediately before the Parties entered into the Settlement Agreement, with the Parties to meet and confer regarding any discovery or case management deadlines that were pending at the time the Parties stayed litigation; (c) the Secpmd Amended Complaint shall be stricken from the record and the operative complaint in the Action shall revert to the filed complaint that preceded the Second Amended Complaint; (d) Defendant and/or Released Parties shall not be obligated to pay any amount of the Gross Settlement Amount and shall be refunded any amounts paid pursuant to the Settlement; (e) all Orders entered in connection with the Settlement, including the certification of the Class, shall be vacated without prejudice to any Party's position on the issue of class certification, or any other issue, in this Action or any other action, and the Parties shall be restored to their litigation positions existing on the date of execution of Settlement Agreement; and (f) the Parties shall proceed in all respects as if the Settlement Agreement and related documentation and orders had not been executed, and without prejudice in any way from the negotiation or fact of the Settlement or the terms of the Settlement Agreement. In such an event, this Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation, or any arbitration or other civil or administrative proceeding, for any purpose. Nothing in the foregoing paragraph is intended

to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

20. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATED: 10/21/26

HON. JAYNE LEE
JUDGE OF THE SUPERIOR COURT