

BRADLEY/GROMBACHER, LLP

Marcus Bradley, Esq. (SBN 174156)
 Kiley Grombacher, Esq. (SBN 245960)
 Lirit King, Esq. (SBN 252521)
 31365 Oak Crest Drive, Suite 240
 Westlake Village, CA 91361
 Telephone: (805) 270-7100
 Facsimile: (805) 618-2939
 Email: mbradley@bradleygrombacher.com
 Email: kgrombacher@bradleygrombacher.com
 Email: lking@bradleygrombacher.com

MAJARIAN LAW GROUP APC

Sahag Majarian, II, Esq. (SBN 146621)
 Garen Majarian (SBN 334104)
 18250 Ventura Boulevard
 Tarzana, California 91356
 Telephone: (818) 609-0807
 Facsimile: (818) 609-0892
 E-Mail: sahagii@aol.com
 garen@majarianlawgroup.com

Attorneys for Plaintiff GABRIELA RIVERA DE CRUZ
 on behalf of herself and all other aggrieved employees.

Additional Counsel on Following Page

SUPERIOR COURT OF CALIFORNIA**COUNTY OF ALAMEDA**

GABRIELA RIVERA DE CRUZ, and
 MARLENY MEJIA IRIAS, individually,
 on behalf of themselves, other aggrieved
 employees, and as a private attorney
 general on behalf of the State of California,

Plaintiffs,

v.

CARDENAS MARKETS LLC, a Delaware
 Limited Liability Company, MI PUEBLO
 NEWCO, LLC, a Delaware Limited
 Liability Company, and DOES 1 thru 50,
 inclusive,

Defendants.

CASE NO. 22CV005906

Reservation No.: 972843469572

[Assigned to Hon. Judge Jenna Whitman, Dept.
 25]

**[PROPOSED] ORDER AND JUDGMENT
 GRANTING APPROVAL OF PAGA
 SETTLEMENT**

DATE: February 22, 2024

TIME: 3:00 p.m.

DEPT.: 25

Complaint filed: January 24, 2022

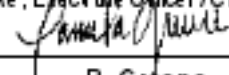
SAC: filed: October 19, 2023

FILED

Superior Court of California
 County of Alameda

02/22/2024

Clad Flake, Executive Officer / Clerk of the Court

By:  Deputy
 P. Greene

1 **WINSTON LAW GROUP, P.C.**
David S. Winston, Esq. CA Bar No. 301667
2 david@employmentlitigators.com
1880 Century Park East, Suite 511
3 Los Angeles, California 90067
Phone: (424) 288-4568
4 Fax: (424) 532-4062

5 Attorneys for Plaintiff MARLENY MEJIA IRIAS
on behalf of herself and all other aggrieved employees
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1 Plaintiffs' Motion for Approval of PAGA Settlement came before this Court as duly noticed.
2 This is an action under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 et seq.,
3 brought by Plaintiffs Gabriela Rivera De Cruz and Marleny Mejia Irias ("Plaintiffs") against
4 Defendants Cardenas Markets LLC and Mi Pueblo Newco, LLC ("Defendants"). The Court, having
5 considered the papers submitted in support of Plaintiffs' unopposed motion and the arguments of
6 counsel, and having considered the Settlement Agreement and Release of PAGA Claims ("Settlement
7 Agreement"), HEREBY ORDERS AS FOLLOWS:

8 1. The Court, for the purposes of this Order, refers to all defined terms (*i.e.*, terms with
9 initial capitalization) as set forth in the Settlement Agreement.

10 2. The Court hereby grants approval of the settlement, based on the terms set forth in the
11 Settlement Agreement. The Court finds that the Settlement Agreement meets all the requirements for
12 approval of a settlement under PAGA, including the notice of the settlement having been properly
13 provided to the California Labor and Workforce Development Agency ("LWDA"). The Court finds
14 that the LWDA has not objected to, and is deemed to have approved, the terms of the Settlement
15 Agreement. The Court has not received any other objection to the Settlement Agreement.

16 3. The Court approves the settlement in the amount of \$2,500,000.00.

17 4. The Aggrieved Employees are defined as means all persons employed by Defendants
18 as a nonexempt employee in California at any time between January 24, 2021 through April 3, 2023.

19 5. Administration costs of \$30,000.00 are approved and shall be paid to the Settlement
20 Administrator, ILYM Group, Inc., according to the terms of the Settlement Agreement.

21 6. Plaintiffs' counsel shall be awarded ^{\$750,000} ~~\$833,333.33~~ as attorneys' fees according to the
22 terms of the Settlement Agreement.

23 7. Plaintiffs' counsel shall be awarded litigation costs of \$20,000.00 according to the
24 terms of the Settlement Agreement.

25 8. No other litigation costs and/or attorneys' fees shall be awarded, either against
26 Defendant or any related persons or entities.

27 9. Plaintiffs shall be awarded a PAGA Representative Enhancement Payment in the
28 amount of \$10,000.00 each according to the terms of the Settlement Agreement.

1 10. Pursuant to PAGA, 75% of the Net Settlement Amount will be distributed to the
2 LWDA and 25% will be distributed to Aggrieved Employees. (Lab. Code § 2699(i)).

3 11. According to the terms of the Settlement Agreement, as of the date the settlement
4 becomes Final, each Aggrieved Employee, in their capacity as private attorney general “aggrieved
5 employee” acting on behalf of himself and as a proxy or agent of the LWDA, shall fully release and
6 forever discharge the Released Parties¹ from all claims for PAGA penalties that were alleged, or
7 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
8 Complaint, and the PAGA Notices.

9 12. The Court hereby issues a Final Order entering judgment in favor of Plaintiffs, the State
10 of California, and the Aggrieved Employees in the amount of \$2,500,000.00 in accordance with the
11 terms of the Settlement Agreement.

12 13. Each Aggrieved Employee is prohibited from ever asserting a claim released under the
13 Settlement Agreement, and from commencing or joining a lawsuit or adversary proceeding against the
14 Released Parties for the claims released under the Settlement Agreement on their own behalf or as a
15 representative of others.

16 14. This document shall constitute the final judgment in this action and the Court shall
17 retain jurisdiction over the parties to enforce its terms.

18 15. This Court shall retain jurisdiction with respect to all matters related to the
19 administration and consummation of the Settlement, and the determination of all controversies relating
20 thereto, pursuant to California Code of Civil Procedure section 664.6.

21 16. According to the terms of the Settlement Agreement, neither the existence of the
22 settlement nor anything contained in the Settlement Agreement shall be construed or deemed as an
23 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Nothing
24 therein shall constitute an admission by Defendants that the Lawsuit was properly brought as a
25 representative action, other than for settlement purposes. Settlement of the Lawsuit, the negotiation
26

27 ¹ “Released Parties” means Defendants, and each and all of their current and former owners, officers, directors, managers,
28 members, employees, agents, representatives, subsidiaries, parents, affiliates, predecessors, successors, franchisors,
franchisees, joint venturers, co-owners, co-employers, joint employers, payroll providers, attorneys, insurers, and
reinsurers.

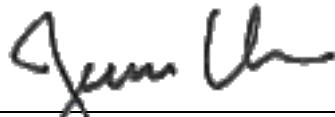
1 and execution of the Settlement Agreement, and all acts performed or documents executed pursuant
2 to or in furtherance of the Settlement Agreement or the settlement of the Lawsuit: (a) are not, shall not
3 be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on
4 the part of Defendants or of the truth of any of the factual allegations in the operative complaint in the
5 Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of
6 any fault or omissions on the part of Defendants in any civil, criminal, or administrative proceeding
7 in any court, administrative agency or other tribunal; (c) are not, shall not be deemed to be, and may
8 not be used as, an admission or evidence of the appropriateness of these or similar claims for
9 representative treatment, or administration other than for purposes of administering the settlement;
10 and (d) shall not constitute or be deemed a waiver of any of Defendants' right to compel arbitration of
11 any dispute with Aggrieved Employees that are not the subject of the releases in the Settlement
12 Agreement.

13 17. The Court orders that 10% of the awarded attorneys' fees be kept in a separate interest-
14 bearing account maintained by Settlement Administrator until the completion of the distribution
15 process and Court approval of a final accounting.

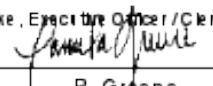
16 18. This Order is intended to be a final disposition of the Lawsuit in its entirety and
17 judgment shall be entered in accordance therewith.

18 19. A final accounting a hearing regarding the distribution of the funds shall be held on
19 November 14, 2024, at 3:00 p.m. in Department 25 of the above-entitled Court.

20 Dated: 02/22/2024
21 _____



HON. JENNA WHITMAN,
JUDGE OF THE SUPERIOR COURT
Jenna Whitman / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 02/23/2024 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy P. Greene
PLAINTIFF/PETITIONER: Gabriela Rivera De Cruz et al		
DEFENDANT/RESPONDENT: Cardenas Markets, LLC et al		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 22CV005906

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PAGA SETTLEMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Amber Marie Solano
Atkinson, Andelson, Loya, Ruud & Romo
asolano@aallrr.com

David Samuel Winston
Winston Law Group, P.C.
david@employmentlitigators.com

Garen Majarian
Majarian Law Group, APC
garen@majarianlawgroup.com

Kiley Grombacher
Bradley Grombacher, LLP
kgrombacher@bradleygrombacher.com

Lirit A King
Bradley Grombacher, LLP
lking@bradleygrombacher.com

Marcus Joseph Bradley
Bradley Grombacher, LLP
mbradley@bradleygrombacher.com

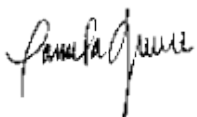
Maximillian D. Casillas
Weinberg Roger & Rosenfeld PC
mcasillas@unioncounsel.net

Sahag Majarian
MAJARIAN LAW GROUP APC
sahagii@aol.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 02/23/2024

By:


P. Greene, Deputy Clerk

SHORT TITLE: RIVERA DE CRUZ vs CARDENAS MARKETS, LLC, et al.	CASE NUMBER: 22CV005906
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Sarkis Adam Atoyan
Atkinson, Andelson, Loya, Ruud & Romo
sarkis.atoyan@aalrr.com