

JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JUAN GARCIA, on behalf of himself
and all others similarly situated and the
general public,

Plaintiff,

v.

WAL-MART STORES, INC., a
Delaware corporation; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 5:16-cv-01645 TJH (RAOx)
Hon. Terry J. Hatter
Courtroom: 9B, 9th Floor

CLASS ACTION

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT;
JUDGMENT**

Action Filed: May 17, 2016
Removal Date: July 28, 2016

1 In accordance with the Preliminary Approval Order entered on October 31,
2 2025, Settlement Class Members were given notice of the terms of the Settlement
3 and how to participate in the settlement. Settlement Class Members were given the
4 opportunity to request exclusion, comment upon or object to the settlement or any
5 of its terms. Having received and considered the proposed Settlement, the
6 supporting papers filed by the parties, and the evidence and argument received by
7 the Court in conjunction with the Motion for Preliminary Approval of Class Action
8 Settlement and Motion for Final Approval of Class Action Settlement, the Court
9 grants final approval of the Settlement and HEREBY ORDERS AND MAKES
10 THE FOLLOWING DETERMINATIONS:

11 1. Pursuant to the Preliminary Approval Order entered on October 31,
12 2025, a Notice describing the settlement was mailed to each of the 1715 Settlement
13 Class Members via first-class U.S. Mail. The Notice informed the Settlement
14 Class of the terms of the Settlement, their right to receive their proportional share
15 of the Settlement, of their right to request exclusion, of their right to comment
16 upon or object to the Settlement, and of their right to appear in person or by
17 counsel at the final approval hearing and to be heard regarding approval of the
18 Settlement.

19 2. The Court finds and determines that this notice procedure afforded
20 adequate protections to Settlement Class Members and provides the basis for the
21 Court to make an informed decision regarding approval of the Settlement based on
22 the response of the Class. The Court finds and determines that the notice to the
23 Settlement Class as was provided in this case was the best notice practicable,
24 which satisfied the requirements of law and due process.

25 3. The Court further finds and determines that the terms of the
26 Settlement are fair, reasonable and adequate to the Settlement Class and that the
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1 Settlement is ordered finally approved, and that all terms and provisions of the
2 Settlement should be and hereby are ordered to be consummated.

3 4. The Court finds and determines that Settlement payments to be paid to
4 all members of the Settlement Class who did not opt out are fair and reasonable.
5 The Court hereby grants final approval to and orders the payment of those amounts
6 to those Settlement Class Members who did not opt-out in accordance with the
7 terms of the Settlement Agreement.

8 5. The Court finds and determines that the payment to be paid to the
9 California Labor and Workforce Development Agency ("LWDA") and to allegedly
10 Aggrieved Employees to satisfy alleged Labor Code violations pursuant to the
11 California Labor Code's Private Attorneys General Act of 2004 ("PAGA") in the
12 sum of \$75,000.00 (75% of \$100,000.00) and \$25,000 to allegedly Aggrieved
13 Employees (25% of \$100,000) is fair and reasonable. The Court hereby grants final
14 approval to and orders the payments to Labor and Workforce Development
15 Agency and to the allegedly Aggrieved Employees in accordance with the terms of
16 the Settlement Agreement.

17 6. The Court determines that the Settlement Class Representative
18 Payment to Settlement Class Representative Juan Garcia in the sum of \$5,000_.00.
19 This payment is determined to be reasonable and fair under the circumstances of
20 this case and for the work performed by the Settlement Class Representative.
21 Furthermore, the Settlement Class Representative received compensation in
22 exchange for a full release including waiver of all Civil Code § 1542 claims that
23 the Settlement Class Representative is providing.

24 7. Plaintiff's Motion for Attorneys' Fees, Costs, and Settlement Class
25 Representative Payment is hereby GRANTED. Plaintiff's efforts have resulted in
26 the creation of a common fund in the amount of \$2,250,000.00, and therefore
27 awarding attorneys' fees on a percentage basis is appropriate. Plaintiff seeks 25%
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1 of the common fund as Attorneys' Fees. Moreover, the result obtained by Plaintiff
2 is favorable. The average settlement award is \$829.78. In view of the monetary
3 benefit conferred on the Settlement Class, the Court finds the requested fee of
4 25%, or \$562,500.00 for Attorneys' Fees, to be fair and reasonable.

5 The Court finds that Settlement Class Counsel, having conferred a benefit on
6 Settlement Class Members and having expended efforts to secure a benefit to the
7 Settlement Class, is entitled to a fee and accordingly, the Court approves the
8 application of Settlement Class Counsel for \$562,500.00 for their Attorneys' Fees,
9 and up to \$151,497.81 for their Litigation Expenses.

10 8. Cross-checking the \$562,500.00 amount against Settlement Class
11 Counsel's lodestar confirms the reasonableness of the fee award. Settlement Class
12 Counsel's collective lodestar is not less than \$1,621,928.00, at the time of filing the
13 approval papers seeking approval of class representative enhancement, attorneys'
14 fees and costs filed on March 2, 2026. The hourly rates used to arrive at this figure
15 are consistent with market rates and reasonable in light of the Settlement Class
16 Counsel's skill, experience, and expertise. The Court is further satisfied that the
17 number of hours expended on the litigation is reasonable.

18 9. Accordingly, Plaintiff shall recover, from the common fund
19 established by the Settlement Agreement, \$562,500.00 for Attorneys' Fees Those
20 amounts shall be paid from the Class Settlement Amount by the Settlement
21 Administrator to Class Counsel, as follows:

22 Attorneys' Fees:

- 23 1. Law Office of Joseph Antonelli: \$105,468.75
- 24 2. Janelle Carney – Attorney at Law, APC: \$105,468.75
- 25 3. Law Offices of Kevin T. Barnes: \$126,562.50
- 26 4. Law Offices of Raphael A. Katri: \$140,625.00
- 27 5. Salusky Law Group, APC: \$84,375.00

1 10. The Court further approves payment of the fees and costs of the
2 appointed Settlement Administrator Rust Consulting, Inc., of \$27,110.00 for
3 services rendered and to be rendered in connection with the completion of its
4 duties pursuant to the terms of the Settlement.

5 11. The Court further approves Settlement Class Counsels' Litigation
6 Expenses, as follows \$151,497.81

7 12. Within thirty (30) calendar days following the Settlement Effective
8 Date, Walmart shall transfer the balance of the Class Settlement Amount to the
9 QSF.

10 A. Once the final Individual Settlement Payment Amounts are
11 known, the Settlement Administrator shall also calculate any additional amounts to
12 be paid by Walmart for the employer's share of payroll taxes and shall provide
13 notice to Walmart, in writing, of the amount to be transferred and an account, other
14 than the QSF, into which to transfer such funds. Within ten (10) business days of
15 its receipt of such written notice, Walmart shall transfer such amount to an account
16 other than the QSF as directed by the Settlement Administrator.

17 B. The Settlement Administrator will distribute the money in the
18 QSF by making the following payments:

- 19 1. Paying the amount awarded by the Court for Attorneys' Fees
20 and Litigation Expenses within three (3) business days after the
21 receipt of the funds transferred by Walmart to the QSF.
- 22 2. Paying the amount awarded by the Court for the Settlement
23 Class Representative Payment to the Settlement Class
24 Representative within three (3) business days after the receipt
25 of the funds transferred by Walmart to the QSF.

1 3. Paying the amount awarded by the Court for the LWDA

2 Penalty Payment to the LWDA within three (3) business days
3 after the receipt of funds transferred by Walmart to the QSF.

4 4. Paying the court-approved Individual Settlement Payment

5 Amounts to Settlement Class Members and the court-approved
6 Individual PAGA Payments to Aggrieved Employees from the
7 from the Net Settlement Amount within thirty (30) days after the
8 receipt of (i) the funds transferred by Walmart to the QSF and (ii)
9 the funds transferred by Walmart to an account other than the QSF,
10 if necessary, for purposes of the employers' share of payroll taxes
11 pursuant to Section 10.1.3, whichever is later.

12 C. Settlement Class Members and Aggrieved Employees will have 180
13 days from the date the settlement checks are mailed to cash or deposit their
14 settlement checks. Thirty (30) days prior to the close of the 180-day period, the
15 Settlement Administrator will send a reminder postcard to those Settlement Class
16 Members and/or Aggrieved Employees who have not cashed their settlement
17 checks.

18 D. At the expiration of the period for redeeming final payments, the
19 Settlement Administrator shall advise Walmart's Counsel and Settlement Class
20 Counsel what amount, if any, remains in the QSF. Unless otherwise provided by
21 law, any uncashed settlement checks shall be delivered to the California State
22 Controller's Office pursuant to the California Unclaimed Property Law in the name
23 of the Settlement Class Member and/or Aggrieved Employee.

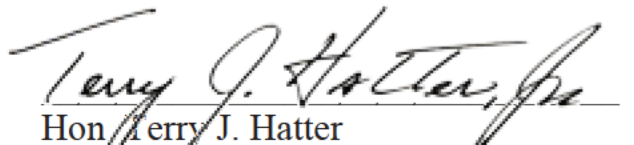
24 13. The Court retains jurisdiction over the administration and effectuation
25 of the Settlement including, but not limited to, the ultimate disbursement to the
26 participating Settlement Class Members and/or Aggrieved Employees, payment of
27 attorneys' fees and costs, the enhancement award to the Settlement Class
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1 Representative, and the claims administration expenses and other issues related to
2 this Settlement.

3 14. Without affecting the finality of this order in any way, the Court retains
4 jurisdiction of all matters relating to the interpretation, administration,
5 implementation, effectuation and enforcement of this Order and the Settlement.

6 15. The Court hereby enters final judgment in this case accordance with the
7 terms of the Settlement Agreement, Order Granting Preliminary Approval of Class
8 Action Settlement, and this Order Granting Final Approval of the Class Action and
9 PAGA Settlement. Accordingly, subject to the foregoing, this action is hereby
10 dismissed with prejudice, and the Released Claims (as defined in the approved
11 Settlement Agreement) are hereby released, with the exception of any claims that
12 may be retained by Settlement Class Members who excluded themselves from the
13 Settlement.

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15 Dated: May 5, 2026


Hon. Terry J. Hatter
UNITED STATES DISTRICT JUDGE