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Attorneys for Plaintiffs
YOLANDA PONCE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

YOLANDA PONCE, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

LUCKY 7 KING, INC. DBA LUCKY 7
SUPERMARKET, a California corporation;
and DOES 1 through 50, inclusive,

Defendants

Case No.: 23CV411258

*Assigned for all purposes to the Hon. Theodore
C. Zayner, Dept. 19*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint Filed: February 17, 2023
Trial Date: None Set

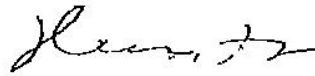
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on February 11, 2026, the Honorable Theodore C. Zayner
3 in Department 19 in the above-titled Court, located at 191 North First Street, San Jose Ca, 95113
4 executed the Final Order and Judgment Granting Plaintiff's Motion for Final Approval of Class
5 Action and PAGA Settlement

6 Attached hereto as **Exhibit A** is a true and correct copy of the Final Order and Judgment.

7
8 DATED: February 19, 2026

PROTECTION LAW GROUP, LLP

9 

10 By: _____

11 Heather Davis
12 Amir Nayebdadash
13 *Attorneys for Plaintiff,*
14 Yolanda Ponce
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Exhibit A

CASE NAME:

Ponce v Lucky 7 King Inc. dba Lucky 7 Supermarket

CASE NUMBER:

23CV411258

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

149 Sheldon Street, El Segundo, CA 90245

b. My electronic service address is (*specify*): maria@protectionlawgroup.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Kirk G. Downing and John K. Rubine Attorneys for Defendant LUCKY 7 KING, INC. DBA LUCKY 7 SUPERMARKET

b. To (*electronic service address of person served*): kirk@downinglaw.us; JRubiner@fmgllaw.com

c. On (*date*): 01/20/2026

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 01/20/2026

Maria Justice

(TYPE OR PRINT NAME OF DECLARANT)



Maria Justice

(SIGNATURE OF DECLARANT)

2/19/2026 2:59:55 PM

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Attorneys for Plaintiff
YOLANDA PONCE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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YOLANDA PONCE, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,
Plaintiff,

vs.

LUCKY 7 KING, INC. DBA LUCKY 7
SUPERMARKET, a California corporation;
and DOES 1 through 50, inclusive,
Defendants.

Case No. 23CV411258

*Assigned for All Purposes to: Judge Theodore
C. Zayner, Department 19*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: February 11, 2026
Hearing Time: 1:30 p.m.
Department: 19

Complaint Filed: February 17, 2023
Trial Date: None Set

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

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on February 11, 2026, for a hearing and Final Order Approving Class Action and PAGA
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement and First Amendment to the Joint Stipulation of Class Action and PAGA Settlement
7 (“Agreement”), and due and adequate notice having been given to all Class Members as required
8 in the Preliminary Approval Order, and the Court having considered all papers filed and
9 proceedings had herein and otherwise being fully informed and good cause appearing therefore, it
10 is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

11 1. The Court GRANTS Plaintiff Yolanda Ponce’s (“Plaintiff”) Motion for Final
12 Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Agreement.

14 3. The term “Class” and “Class Members” shall mean the following: “all current and
15 former hourly-paid or non-exempt employees employed by Lucky 7 King, Inc. dba Lucky 7
16 Supermarket. (“Defendant”), within the state of California at any time between February 17, 2019,
17 and May 3, 2025.” The term “Participating Class Member” includes all Class Members who did
18 not submit a timely and valid Request for Exclusion as provided in the Agreement.

19 4. The term “PAGA Members” shall mean the following: “all current and former
20 hourly-paid non-exempt employees of Defendant who were employed by Defendant in the State
21 of California at any time between November 2, 2022, and May 3, 2025 .”

22 5. This Court has jurisdiction over the subject matter of this Action and over all Parties
23 to this Action, including all Class Members and PAGA Members.

24 6. Distribution of the Class Notice directed to the Class Members as set forth in the
25 Agreement and the other matters set forth therein has been completed in conformity with the
26 Preliminary Approval Order, including individual notice to all Class Members who could be
27 identified through reasonable effort, and the best notice practicable under the circumstances. The
28 Class Notice provided due and adequate notice of the proceedings and of the matters set forth

therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class Members, all Released Class Claims and all Released PAGA Claims, are covered by and included within the Settlement and this Final Order.

7. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

8. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

9. The Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

10. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall fully release and discharge the “Released Parties” from the “Released Class Claims” that arose during the “Class Period” as set forth under the terms of the Settlement Agreement.

11. As of the date on which Defendant fully funds the Settlement Plaintiff, the California Labor and Workforce Development Agency (“LWDA”) and the State of California,

1 shall release and discharge the Released Parties the “Released PAGA Claims” that arose during
2 the “PAGA Period” as set forth under the terms of the Settlement Agreement.

3 12. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff agrees—
4 on behalf of herself only—to a General Release of all claims she may have against the Released
5 Parties, as set forth in the Settlement Agreement.

6 13. No Class Member requested to be excluded from the terms of the Settlement. The
7 last date to timely submit a request for exclusion was November 7, 2025. Accordingly, all 179
8 Participating Class Members are included and bound by this Order and Judgment.

9 14. The Court also finds that there were no written objections to the Settlement. The
10 last day to submit a written objection to the settlement was November 7, 2025. The Court also
11 notes there were no objections made at the Final Approval Hearing.

12 15. The Court finds the settlement payments provided for under the Agreement to be
13 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement
14 and amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of
15 \$500,000.00 in two separate installments as follows: The First installment of Three Hundred and
16 Fifty-Thousand Dollars (\$350,000.00) shall be paid within 30 days of the Effective Date (the
17 “First Installment”). The Second Installment payment of One Hundred and Fifty-Thousand
18 Dollars (\$150,000.00) and all applicable employer-side payroll taxes shall be paid within 12
19 months of the First Installment. Within 14 days of the complete funding of the Gross Settlement
20 Amount, the Settlement Administrator will issue court approved payments for (a) Individual
21 Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class Representative
22 Incentive Payment; (d) Class. The calculations and the payments shall be made administered in
23 accordance with the terms of the Agreement and approved by the Court.

24 16. Pursuant to the terms of the Agreement and amendment thereto, and the
25 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class
26 Counsel attorneys’ fees in the amount of \$175,000.00 (35% of the Gross Settlement Amount) and
27 litigation costs in the amount of \$17,921.37 from the Gross Settlement Amount as final payment
28 for and complete satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to

1 Class Counsel and any other person or entity related to the Action. The Court further orders that
2 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant
3 to the terms of the Agreement.

4 17. The Court hereby approves and orders a Class Representative Enhancement
5 Payment of \$7,500.00 Plaintiff Yolanda Ponce from the Gross Settlement Amount in accordance
6 with the terms of the Settlement Agreement.

7 18. The Court approves and orders the payment in the amount of \$37,500.00 (75% of
8 \$50,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
9 Agency for penalties arising under the Private Attorneys General Act (PAGA). The remaining
10 \$12,500.00 (25% of \$50,000.00) shall be distributed to the PAGA Members as set forth in the
11 Agreement.

12 19. The Court also hereby approves and orders payment from the Gross Settlement
13 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
14 Phoenix Settlement Administrators in the amount of \$7,750.00 as set forth Settlement Agreement.

15 20. The Court hereby approves and orders payment of individual settlement payments
16 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

17 21. The Court also hereby approves and orders that any checks distributed from the
18 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
19 days after being issued shall be void. All uncashed settlement checks shall be transferred to
20 CASA, Court Appointed Special Advocates for Children pursuant to California Code of Civil
21 Procedure section 384.

22 22. Provided the Settlement becomes effective under the terms of the Agreement, the
23 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
24 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

25 23. Neither the Settlement nor any of the terms set forth in the Agreement is an
26 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
27 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
28 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,

1 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
2 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
3 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
4 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
5 of, an admission or concession with regard to the denials or defenses by Defendant, or any of the
6 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
7 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
8 the provisions of this Final Order, the Agreement, the Released Class Claims, Released PAGA
9 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the
10 Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the
11 Agreement, and any other papers and records on file in the Action as evidence of the Settlement
12 to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue
preclusion or similar defense as to the Released Class/PAGA Claims.

13 24. Without affecting the finality of this Judgment, the Court shall retain continuing
14 jurisdiction over this action and the parties, including all Class Members, and over all matters
15 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
16 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
17 as provided to the contrary herein, any disputes or controversies arising with or with respect to
18 the interpretation, enforcement, or implementation of the Agreement shall be presented to the
19 Court for resolution.

20 25. A compliance hearing is hereby set for October 21, 2026. A compliance
21 status report shall be filed at least 10 court days prior to the compliance hearing.

22 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

23 DATED: February 19, 2026

24 
25 _____
26 JUDGE OF THE SUPERIOR COURT
27
28