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Superior Court of California,
County of San Diego

10/16/2024 10:13:58 AM

Clerk of the Superior Court
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JESUS ARAMBURO *et al.*

Plaintiffs,

vs.

JACKSONS FOOD STORES, INC. *et al.*

Defendants.

Case No. 37-2023-00009655-CU-OE-CTL

Hon. Marcella O. McLaughlin
Dept. 72

CLASS ACTION

**Notice of Entry of Order Granting Final
Approval and Entering Judgment**

Action Filed: March 8, 2023

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

3 1. On September 10, 2024, the Court entered the Order and Judgment Granting Final
4 Approval of Class Action Settlement and Attorneys' Fees and Costs and Entering Judgment attached
5 hereto as Exhibit 1.

6 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.

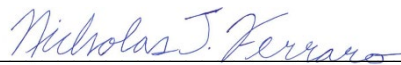
7 3. A conformed copy of this Notice will be submitted to the LWDA via its online
8 electronic portal in accordance with Labor Code § 2699(1)(3).

9 4. Notice of the Court's final ruling and entry of judgment is hereby provided.
10

11 Respectfully submitted,

12
13 Dated: October 16, 2024

Ferraro Vega Employment Lawyers, Inc.

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15 Nicholas J. Ferraro

16 Attorneys for Plaintiff Jesus Aramburo
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Exhibit 1

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
9/10/2024 12:43:48 PM
Clerk of the Superior Court
By C. Miranda ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JESUS ARAMBURO, *et al.*

Plaintiff,

vs.

JACKSONS FOOD STORES, INC., *et al.*

Defendants.

Case No. 37-2023-00009655-CU-OE-CTL

Hon. Marcella O. McLaughlin
Dept. 72

CLASS ACTION

**Amended ~~Proposed~~ Order Granting Final
Approval of Class Action Settlement and
Attorneys' Fees and Costs and Entering
Judgment**

Motion for Final Approval/Attorneys' Fees:

Date: July 26, 2024

Time: 9:00 a.m.

Action Filed: March 8, 2023

Amended ~~Proposed~~ Order Granting Final Approval of Class Action Settlement
and Attorneys' Fees and Costs and Entering Judgment

1 This matter came on for hearing on July 26, 2024 at 9:00 a.m. in Department 72 of the above-
2 captioned Court, the Honorable Marcella O. McLaughlin presiding, on (1) Plaintiffs' Motion for Final
3 Approval of Class Action Settlement and (2) Plaintiffs' Motion for Attorneys' Fees and Costs.

4 Having received and considered the motions and supporting papers, including the Joint
5 Stipulation of Class Action and PAGA Settlement and Release ("Settlement"), the evidence and
6 documents received by the Court in connection with the Motions for Final Approval and Attorneys'
7 Fees and Costs, and the previously decided Motion for Preliminary Approval, the Court GRANTS
8 FINAL APPROVAL of the Settlement and ORDERS AND MAKES THE FOLLOWING
9 DETERMINATIONS:

10 1. Pursuant to the terms of the Settlement and the Order Granting Preliminary Approval,
11 and the Settlement, a notice was sent to each class member by first-class U.S. mail. The notice
12 informed the class of the terms of the Settlement, their right to receive a settlement payment without
13 any required action, their right to comment upon or object to the Settlement, and their right to appear
14 in person or by counsel at the Final Approval Hearing and to be heard regarding approval of the
15 Settlement. Adequate periods of time were provided for each of these procedures.

16 2. Zero class members returned a written objection to the proposed Settlement as part of
17 the notice process or stated an intention to appear at the Final Approval Hearing and there were no
18 dissenting appearances from class members at the hearing. No class members requested exclusion
19 from the Settlement.

20 3. The Court finds and determines the notice procedure afforded adequate protections to
21 the class and provides the basis for the Court's informed decision regarding approval of the Settlement
22 based on the response. The Court finds and determines the notice provided was the best notice
23 practicable, satisfying the requirements of law and due process.

24 4. For purposes of approving this Settlement only, this Court finds and concludes: (a) the
25 proposed class is ascertainable and so numerous that joinder of all members of the class is
26 impracticable; (b) there are questions of law or fact common to the proposed class, and there is a well-
27 defined community of interest among members of the class with respect to the subject matter of the
28 claims; (c) the claims of the representative are typical of the claims of the class; (d) the class

1 representative has and will fairly and adequately protect the interests of the class; (e) a class action is
2 superior to other available methods for an efficient adjudication of this controversy in the context of
3 settlement; and (f) the law firm of Ferraro Vega Employment Lawyers, Inc. is qualified and adequate
4 to serve as Class Counsel in this action.

5 5. The Court confirms certification, for settlement purposes only, of the class as defined in
6 the Settlement and approved at the preliminary approval stage.

7 6. The Court finds and determines the terms set forth in the Settlement are fair, reasonable,
8 and adequate and, having found the Settlement was reached as a result of informed and non-collusive
9 arms'-length negotiations facilitated by a neutral and experienced mediator, directs the Parties to
10 effectuate the Settlement according to its terms. The Court further finds the Parties conducted
11 extensive investigation, research, and informal discovery, and that their attorneys were able to
12 reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
13 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
14 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and
15 recognizes the significant value provided to the Class. Therefore, the Court approves the Settlement
16 and incorporates the terms of the Settlement in full into this Final Approval Order as though fully set
17 forth herein.

18 7. The Court finds and determines the fees and expenses in administering the Settlement
19 incurred by the Settlement Administrator of \$10,500 are fair and reasonable. The Court orders these
20 administration costs be paid in accordance with the terms of the Settlement.

21 8. The Court finds and determines the Service Award of \$10,000 to Plaintiff Aramburo
22 and Plaintiff Garrett as fair and reasonable. The Court orders the service awards be paid in accordance
23 with the terms of the Settlement.

24 9. The Court finds and determines payment to the California Labor and Workforce
25 Development Agency of \$15,000, as its 75% share of the civil penalties under the Private Attorneys
26 General Act is fair, reasonable, and appropriate. The Court orders that amount be paid in accordance
27 with the terms of the Settlement and approves the settlement of claims under the Private Attorneys
28 General Act pursuant to Labor Code § 2699(1)(2).

1 10. Pursuant to the statutory provisions authorizing attorneys' fees under the California
2 Labor Code and Code of Civil Procedure, as set forth in the Motion for Attorneys' Fees, the Court
3 awards Class Counsel attorneys' fees of \$216,158.13 and litigation costs of \$22,895.38. The Court
4 finds such amounts to be fair and reasonable. The Court orders the Settlement Administrator to make
5 these payments.

6 11. Pursuant to the terms of the Settlement, Jacksons Energy Logistics, LLC is hereby
7 DISMISSED WITH PREJUDICE.

8 12. Upon the Effective Date, Plaintiffs and each of the Participating Class Members shall
9 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
10 relinquished, and discharged the Released Parties for the Released Claims, which is defined in the
11 Settlement. Additionally, the PAGA Members shall be bound by the PAGA Release, which is defined
12 in the Settlement.

13 13. Neither the Settlement nor the terms contained therein, nor any act performed or
14 document executed pursuant to or in furtherance of the Settlement (i) is or may be deemed to be or
15 may be used as an admission of, or evidence of, the validity of any of the Class Members' claims, or
16 of any wrongdoing or liability of Defendant Jacksons Food Stores, Inc. ("Defendant"), Jacksons
17 Energy Logistics, LLC, or any of the other Released Parties; or (ii) is or may be deemed to be or may
18 be used as an admission of, or evidence of, any fault or omission of Defendant, Jacksons Energy
19 Logistics, LLC, or any of the other Released Parties in any civil, criminal, or administrative
20 proceeding in any court, administrative agency, or other tribunal. Defendant, Jacksons Energy
21 Logistics, LLC, or any of the other Released Parties may file the Settlement Agreement and/or the
22 Judgment from this Action in any other action that may be brought against it or them in order to support
23 a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
24 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar
25 defense or counterclaim.

26 14. Without affecting the finality of this Order or the entry of judgment in any way, the
27 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
28 and enforcement of this Order and the Settlement.

1 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
2 the Settlement or under this Order, including the requirement that Defendant make payments to Class
3 Members in accordance with the Settlement.

4 16. The Court hereby ENTERS FINAL JUDGMENT in accordance with the terms of the
5 Settlement, in accordance with this Final Approval Order and Judgment.

6 17. The Parties shall comply with Cal. Rules of Court Rule 3.771(b), by filing a Notice of
7 Entry of Judgment with the Court.

8
9 **IT IS SO ORDERED.**

10
11 Date: 9-10-2024


Judge Marcella O. McLaughlin
The Honorable Marcella O. McLaughlin
Judge of the Superior Court

Exhibit 2

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE

TENTATIVE RULINGS - July 25, 2024

HEARING DATE: 07/26/2024 HEARING TIME: 9:00 AM DEPT.: C-72

JUDICIAL OFFICER: Marcella O. McLaughlin

CASE NO.: 37-2023-00009655-CU-OE-CTL

CASE TITLE: Aramburo vs Jacksons Food Stores Inc [E-FILE]

CASE TYPE: (U)Other Employment

HEARING TYPE:

The unopposed motion for final approval of class action settlement is GRANTED.

A. The court finds that the settlement is fair, reasonable, and adequate. Accordingly, the court approves the parties' proposed settlement, subject to some qualifications discussed below.

B. The litigation costs of \$22,895.38, payable to class counsel, and the claims administration costs of \$10,500, payable to CPT Group, are reasonable for a case of this type. Moreover, the litigation costs awarded are significantly less than the amount originally estimated in the preliminary approval papers (\$45,000). Thus, the requested litigation and claims administration costs are approved.

C. The proposed service award of \$10,000 to each plaintiff is reasonable under the circumstances and therefore approved.

D. Finally, the attorneys' fees proposal of \$308,333.33 represents one-third of the gross settlement fund of \$925,000. At first blush, the requested amount – which includes a multiplier of 1.785 – is not out of line with class action fee awards calculated using the percentage-of-the-benefit method. See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 fn. 11. However, “[w]here the class settlement is for a very large amount, a percentage fee may be criticized as providing counsel a windfall in relation to the amount of work performed.” *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 490. Such is the case here. The court has performed the “cross-check” using the lodestar method and finds that the requested attorneys' fees are not reasonable.

The two laws firms representing plaintiffs billed a total of 287.7 hours, which results in a blended hourly rate of approximately \$1,071.72 (\$308,333.33 divided by 287.7). (Ferraro Decl., ¶ 9; Perez Decl., ¶ 16.) The court finds that the blended hourly rate is significantly higher than what is reasonable for similar work in San Diego County. See *Cordero-Sacks v. Housing Authority of City of Los Angeles* (2011) 200 Cal.App.4th 1267, 1286 (“The trial court is in the best position to determine the reasonableness of the hourly rate of an attorney appearing before the court and the value of the attorney's professional services.”). There is no evidence suggesting that any of the attorneys who worked on this case utilize a \$1,000 hourly rate or have ever been awarded this amount. Nor is it clear why the services of so many attorneys were necessary on a straightforward wage and hour case that settled less than a year after it was filed. (See Perez Decl., ¶ 16; see also Ferraro Decl., ¶ 10.)

The classic situation justifying an upward adjustment of the lodestar figure was seen in a trilogy of California Supreme Court cases from the 1970s. See *Serrano v. Priest* (1971) 5 Cal. 3d 584; *Serrano v. Priest* (1976) 18 Cal. 3d 728; *Serrano v. Priest* (1977) 20 Cal.3d 25. The litigation there revolved around California's system for financing public schools. The plaintiffs succeeded in overturning the existing system, but the litigation resulted in no fund of money from which attorney fees might be paid, nor did it result in any monetary recovery by the plaintiffs. The plaintiffs were also under no obligation to pay their attorneys for their efforts and there was no clear statutory authority for shifting attorney fees to the defendant. Accordingly, application of a multiplier was appropriate.

Two decades later, the Court of Appeal in *Weeks v. Baker & McKenzie* (1998) 63 Cal.App.4th 1128 declined to award a multiplier and distinguished *Serrano* as follows:

“[T]he present case is in essence a personal injury action, brought by a single plaintiff to recover her own economic damages. Weeks and her attorneys had a fee agreement by which her attorneys were assured of a portion of any recovery. In addition, because of the availability of attorney fees under the FEHA, the attorneys had reason to assume that the amount of Weeks's recovery would not limit the amount of fees they ultimately received. Thus, the risk that Weeks's attorneys would not be compensated for their work was no greater than the risk of loss inherent in any contingency fee case; however, because of the availability of statutory fees the possibility of receiving full compensation for litigating the case was greater than that inherent in most contingency fee actions.”

Weeks, 63 Cal.App.4th at 1174. The court finds this case is more like *Weeks* than *Serrano*, and therefore declines to award the requested multiplier of 1.785. The action was neither novel nor particularly complex. Although plaintiffs' counsel represented plaintiffs on a contingency basis, there is no evidence suggesting that representation of plaintiffs precluded other employment. Moreover, given the fee-shifting provisions in the Labor Code, the case was not risky from the standpoint of counsel having a source for payment. However, given the excellent results achieved for the class and aggrieved employees, the court believes it is appropriate to award a reduced multiplier of 1.25. Doing so results in a fee award of \$216,158.13 (lodestar of \$172,962.50 multiplied by 1.25). Accordingly, the attorneys' fee request is granted, but only to the extent of \$216,158.13. The remainder (\$308,333.33 minus \$216,158.13 equals \$92,175.20) is poured over into the net settlement fund for distribution to the class members.

E. Class counsel must prepare and submit a revised proposed order and proposed final judgment consistent with the foregoing.