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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY<br>NAME: Gregory Mauro, Esq.<br>FIRM NAME: James Hawkins APLC<br>STREET ADDRESS: 9880 Research Drive, Suite 200<br>CITY: Irvine<br>TELEPHONE NO.: 949-387-7200<br>EMAIL ADDRESS: greg@jameshawkinsapl.com<br>ATTORNEY FOR (name): John A. McGehee<br><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN JOAQUIN</b><br>STREET ADDRESS: 180 E. Weber Ave.<br>MAILING ADDRESS:<br>CITY AND ZIP CODE: Stockton, 95202<br>BRANCH NAME: Stockton Courthouse | STATE BAR NUMBER: 222239<br>STATE: CA ZIP CODE: 92618<br>FAX NO.: | FOR COURT USE ONLY<br><br><br><br><br><br><br><br><br><br>CASE NUMBER:<br>STK-CV-UOE-2023-2062 |
| PLAINTIFF/PETITIONER: John A. McGehee<br>DEFENDANT/RESPONDENT: Save Mart Supermarkets, LLC                                                                                                                                                                                                                                                                                                                                                                                            |                                                                   |                                                                                                |
| <b>NOTICE OF ENTRY OF JUDGMENT OR ORDER</b><br>(Check one): <input checked="" type="checkbox"/> <b>UNLIMITED CASE</b><br>(Amount demanded exceeded \$35,000) <input type="checkbox"/> <b>LIMITED CASE</b><br>(Amount demanded was \$35,000 or less)                                                                                                                                                                                                                                   |                                                                   |                                                                                                |

**TO ALL PARTIES :**

1. A judgment, decree, or order was entered in this action on (date): August 26, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Date: September 3, 2025

Gregory Mauro, Esq.

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)


(SIGNATURE)

PLAINTIFF/PETITIONER: John A. McGehee  
 DEFENDANT/RESPONDENT: Save Mart Supermarkets, LLC

CASE NUMBER:  
 STK-CV-UOE-2023-2062

**PROOF OF SERVICE BY FIRST-CLASS MAIL  
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

**(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)**

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.  
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:  
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

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

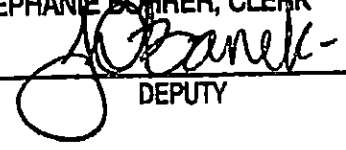
Date:

\_\_\_\_\_  
 (TYPE OR PRINT NAME OF DECLARANT)

\_\_\_\_\_  
 (SIGNATURE OF DECLARANT)

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920

AUG 26 2025

Filed  
STEPHANIE BOHRER, CLERK  
By  DEPUTY

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[Additional Counsel Listed on Signature Block]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN JOAQUIN**

SOMALIA GOODWIN, JUAN CARLOS  
QUEVEDO, DUSTIN JOHNSON, and JOHN  
A. MCGEHEE, as individuals, on behalf of  
themselves and on behalf of all persons  
similarly situated,

Plaintiffs,

vs.

SAVE MART SUPERMARKETS, LLC, a  
California Limited Liability Company; and  
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: (Lead) STK-CV-UOE-2023-  
2062; SCV-273343 (MCGEHEE class action)  
filed in Sonoma County; SCV-273793  
(MCGEHEE PAGA action) filed in Sonoma  
County

  
**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT; JUDGMENT**

Hearing Date: August 26, 2025  
Hearing Time: 9:00 a.m.  
Dept: 10D

AUG 05 2025

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28 Attorneys for Plaintiff JUAN CARLOS QUEVEDO

1 This matter came on for hearing on August 26, 2025 at 9:00 a.m. in Department 10D of  
2 the above-captioned Court on Plaintiffs' Motion for Final Approval of Class Action Settlement,  
3 attorneys' fees and costs, Enhancement Payment, administration costs, PAGA payment and  
4 Judgment. For purposes of this Order and Judgment, the Court refers to all defined terms (i.e.  
5 terms with initial capitalization) as set forth in the Joint Stipulation of Class Action and PAGA  
6 Settlement and Release (Settlement Agreement"). See Exhibit A of the Declaration of James  
7 Hawkins In Support Of Motion For Final Approval of the Settlement Agreement. Having  
8 received and considered the Settlement Agreement, the supporting papers filed by the Parties, and  
9 the evidence and argument received by the Court in conjunction with the Motion for Preliminary  
10 Approval of Class Action Settlement, and the instant Plaintiffs' Unopposed Motion for Final  
11 Approval, Attorneys' Fees, Costs, Enhancement Payment, Administration Costs, and Entering of  
12 Final Judgment, the Court grants final approval of the Settlement and HEREBY ORDERS AND  
13 MAKES THE FOLLOWING DETERMINATIONS:

14 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all  
15 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the  
16 Settlement, of their right to receive their proportional Individual Settlement Payment, of their  
17 right to request exclusion from the Class and the Settlement, of their right to comment upon or  
18 object to the Settlement and to appear in person or by counsel at the final approval hearing and of  
19 the date set for the Final Approval hearing. Adequate periods of time were provided by each of  
20 these procedures.

21 2. In response to the Notice, no members objected, and three members requested  
22 exclusion (identified as Gina Moisa, Sharawn Laws, and Olivia De La Isla). There are no  
23 outstanding disputes regarding the Settlement.

24 3. The Court finds and determines that this notice procedure afforded adequate  
25 protections to Class Members and provides the basis for the Court to make an informed decision  
26 regarding approval of the Settlement based on the Class Members' response. The Court finds and  
27 determines that the Notice provided in the Action was the best notice practicable, which satisfied  
28 the requirements of law and due process.

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

5           5.       The Court has certified a Class, as those terms are defined in and by the terms of  
6 the Settlement Agreement, and the Court deems this definition sufficient for purposes of  
7 California Rule of Court 3.765(a).

8           6.       The Court hereby approves the terms set forth in the Settlement Agreement and  
9 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties  
10 to effectuate the Settlement according to its terms. The Court finds that the Settlement was  
11 reached as a result of informed and non-collusive arm's-length negotiations facilitated by a  
12 neutral mediator. The Court further finds that the Parties conducted extensive investigation,  
13 research, and discovery and that their attorneys were able to reasonably evaluate their respective  
14 positions. The Court also finds that Settlement will enable the Parties to avoid additional and  
15 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to  
16 litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement  
17 and recognizes the significant value accorded to the Class.

18           7.       The Court hereby confirms James Hawkins, APLC, Crosner Legal, PC, James  
19 Hawkins, APLC, Blumenthal Nordehaug Bhowmik De Blouw LLP, and Haines Law Group, APC  
20 as Class Counsel in this action.

21           8.       The Court hereby confirms Plaintiffs Somalia Goodwin, John A. McGehee, Dustin  
22 Johnson, and Juan Carlos Quevedo as the Class Representatives in this action.

23           9.       The Court finds and determines that the individual settlement payments to Class  
24 Members provided for by the terms of the Settlement to be paid to the Class are fair and  
25 reasonable. The Court hereby gives final approval to and orders the payment of those amounts be  
26 made to the participating members of the Class in accordance with the terms of the Settlement.

27           10.      The Court finds and determines that the \$200,000.00 PAGA Payment for alleged  
28 civil penalties in this case, of which the Labor and Workforce Development Agency ("LWDA")

1 shall receive 75%, or \$150,000.00, with the remaining \$50,000.00 of the PAGA Payment payable  
2 directly to Aggrieved Employees, is fair, reasonable, and appropriate. The Court hereby gives  
3 final approval to and orders that the PAGA Payment be paid in accordance with the Settlement.

4 11. The Court finds and determines the Enhancement Payment in the sum of  
5 \$10,000.00 to each Plaintiff, Somalia Goodwin, John A. McGehee, Dustin Johnson, and Juan  
6 Carlos Quevedo, is fair and reasonable. The Court hereby orders the Administrator to make this  
7 payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement  
8 Agreement.

9 12. The Court finds and determines that the payment to be paid to the Settlement  
10 Administrator, Apex Class Action, LLC, Inc. in the sum of \$109,000 for its fees and expenses  
11 incurred is fair and reasonable. The Court hereby orders the Administrator to make this payment  
12 to itself in accordance with the terms of the Settlement Agreement.

13 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument  
14 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of  
15 \$1,866,666.66 and litigation costs of \$36,394.01. The Court finds such amounts to be fair and  
16 reasonable. The Court hereby orders the Settlement Administrator to make these payments in  
17 accordance with the terms of the Settlement Agreement.

18 15. Neither Defendant nor any related persons or entities shall have any further  
19 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,  
20 except as provided for by the Settlement Agreement.

21 16. The Court finds and determines that the releases contained in the Settlement  
22 Agreement and Amendment thereto are appropriate and shall bind all Class Members who did  
23 not timely opt out of the Settlement and all PAGA Members.

24 17. Nothing in this Order shall preclude any action to enforce the Parties' obligations  
25 pursuant to the Settlement Agreement or pursuant to this Order.

26 18. The Court finds and determines that nothing in the Settlement Agreement, this  
27 Order, or the Judgment (1) is intended or will be construed as an admission of liability or  
28 wrongdoing by Defendant or any Released Party or (2) may be offered or admitted in evidence  
against Defendant or any Released Party (other than solely in connection with this Settlement).

1           19.     The Court hereby enters final judgment in this case in accordance with the terms  
2 of the Settlement Agreement, Preliminary Approval Order and this Order.

3           20.     The Parties shall bear their own costs and attorneys' fees except as otherwise  
4 provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

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

8                                 **JUDGMENT**

9           22.     This document shall constitute a judgment for purposes of California Rules of  
10 Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall  
11 be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a),  
12 and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class  
13 Representatives and all Class Members and PAGA Members shall take nothing from Defendant  
14 except as expressly set forth in the Settlement Agreement, in conjunction with this Judgment. By  
15 operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiff and  
16 each Participating Class Member, PAGA Member, and the California Labor and Workforce  
17 Development Agency shall be deemed to have fully, finally, and forever released, settled,  
18 compromised, relinquished, and discharged with respect to all Released Parties any and all  
19 Released Claims for the Class Period. Without affecting the finality of this Judgment, the Court  
20 pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce  
21 the terms of the Judgment.

22 **IT IS SO ORDERED.**

23  
24 Date: 8/26/25

By: Jayne Lee

~~Barbara A. Kronlund~~ Jayne Lee

Judge of the Superior Court

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On September 3, 2025, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(See Attached Service List)

Executed on September 3, 2025, at Irvine, California

  
Eddie Magaña

**Via LWDA Website Only**

Labor and Workforce Development Agency  
Attn: PAGA Administrator  
1515 Clay Street, Ste 801  
Oakland, CA 94612  
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

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