

JAMES HAWKINS APLC
James R. Hawkins (#192925)
Gregory Mauro (#222239)
Michael Calvo (#314986)
Lauren Falk (#316893)
Ava Issary (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff JOHN A. MCGEHEE

[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

1 Brandon Brouillette (SBN 289601)

2 bbrouillette@crosnerlegal.com

3 Zachary M. Crosner (SBN 272295)

4 zach@crosnerlegal.com

5 **CROSNER LEGAL, PC**

6 9440 Santa Monica Blvd, Suite 301

7 Beverly Hills, California 90210

8 Tel: (866) 276-7637

9 Fax: (310) 510-6429

10 Attorneys for Plaintiff SOMALIA GOODWIN

11 **BLUMENTHAL NORDREHAUG BHOWMIK**
12 **DE BLOUW LLP**

13 Norman B. Blumenthal (State Bar #068687)

14 Kyle R. Nordrehaug (State Bar #205975)

15 Aparajit Bhowmik (State Bar #248066)

16 2255 Calle Clara

17 La Jolla, CA 92037

18 Telephone: (858) 551-1223

19 Facsimile: (858) 551-1232

20 Email: Kyle@bamlawca.com

21 Website: www.bamlawca.com

22 Attorneys for Plaintiff DUSTIN JOHNSON

23 **HAINES LAW GROUP, APC**

24 Paul K. Haines (SBN 248226)

25 phaines@haineslawgroup.com

26 Sean M. Blakely (SBN 264384)

27 sblakely@haineslawgroup.com

28 2155 Campus Drive, Suite 180

El Segundo, California 90245

Tel: (424) 292-2350

Fax: (424) 292-2355

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).

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

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

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

JUDGMENT

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

IT IS SO ORDERED.

Date: _____

By: _____

Barbara A. Kronlund

Judge of the Superior Court