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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

LESLEY MUNOZ, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;
GIOVANI ESTRELLA, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

vs.

UKA’S BIG SAVER FOODS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 19STCV24268

Honorable Carolyn Kuhl
Department SSC-12

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: April 15, 2025
Time: 10:30 a.m.
Department: SSC-12

Complaint Filed: July 12, 2019
FAC Filed: October 26, 2020
SAC Filed: October 30, 2024
Trial Date: None Set

1 This matter has come before the Honorable Carolyn Kuhl in Department SSC-12 of the
2 above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012, on
3 Plaintiff Lesley Munoz’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Class
4 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, and Class Representative
5 Service Payment (“Motion for Final Approval”). Lawyers *for* Justice, PC appears as counsel for
6 Plaintiff Lesley Munoz (“Plaintiff”), individually and on behalf of all others similarly situated and
7 other aggrieved employees and Sheppard Mullin Richter & Hampton LLP appears as counsel for
8 Defendant UKA Big Saver Foods, Inc., (“Defendant”).

9 On October 29, 2024, the Court entered the Order Granting Preliminary Approval of Class
10 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
11 of the above-entitled action in accordance with the Class Action and PAGA Settlement Agreement,
12 Amendment No.1 to Class Action and PAGA Settlement Agreement, and Amendment No.2 to
13 Class Action and PAGA Settlement Agreement (together, “Settlement,” “Agreement,” or
14 “Settlement Agreement”), which, together with the exhibits annexed thereto, set forth the terms
15 and conditions for settlement of the Action.

16 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
17 oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

19 1. All terms used herein shall have the same meaning as defined in the Settlement
20 Agreement and the Preliminary Approval Order.

21 2. This Court has jurisdiction over the claims of the Class Members asserted in this
22 proceeding and over all parties to the Action.

23 3. The Court finds that the applicable requirements of California Code of Civil
24 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
25 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
26 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
27 hereby defined to include:

28 All hourly-paid or non-exempt employees who performed work in California for
Defendant at any time from July 12, 2015 through April 17, 2024, but not including

1 any hourly-paid or non-exempt employees who have previously entered into a
2 separate individual settlement agreement with Defendant in relation to the Released
3 Class Claims and did not work any Workweeks after signing any such separate
4 individual settlement agreement (“Class” or “Class Members”).

5 4. The Notice of Class Action Settlement and Hearing Date for Final Court Approval
6 (“Class Notice”) that was provided to the Class Members, fully and accurately informed the Class
7 Members of all material elements of the Settlement and of their opportunity to participate in, object
8 to or comment thereon, or to seek exclusion from, the Class Settlement; was the best notice
9 practicable under the circumstances; was valid, due, and sufficient notice to all Class Members;
10 and complied fully with the laws of the State of California, the United States Constitution, due
11 process and other applicable law. The Class Notice fairly and adequately described the Settlement
12 and provided the Class Members with adequate instructions and a variety of means to obtain
13 additional information.

14 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
15 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
16 specifically, the Court finds that the Settlement was reached following meaningful discovery and
17 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
18 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
19 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
20 Court has considered all of the evidence presented, including evidence regarding the strength of
21 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
22 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
23 completed; and the experience and views of Class Counsel. The Court has further considered the
24 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the
25 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
26 and the following terms and conditions.

27 6. A full opportunity has been afforded to the Class Members to participate in the
28 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
heard. The Class Members also have had a full and fair opportunity to exclude themselves from

1 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
2 submit a valid and timely Request for Exclusion from the Class Settlement (“Participating Class
3 Members”) are bound by the Class Settlement and this order and judgment (“Final Approval Order
4 and Judgment”), and the State of California and all hourly-paid or non-exempt employees who
5 performed work in California for Defendant at any time from July 12, 2015 through the date the
6 Court grants preliminary approval of the settlement (“Aggrieved Employees”) are bound by the
7 PAGA Settlement and this Final Approval Order and Judgment.

8 7. The Court finds that no Class Members have submitted a Request for Exclusion
9 from the Class Settlement.

10 8. The Court finds that payment of Administration Expenses Payment in the amount
11 of \$19,094.00 is appropriate for the services performed and costs incurred and to be incurred for
12 the notice and settlement administration process. It is hereby ordered that the Administrator,
13 Rusting Consulting, Inc., shall issue payment to itself in the amount of \$19,094.00, in accordance
14 with the terms and methodology set forth in Settlement Agreement.

15 9. The Court finds that the Class Representative Service Payment sought is fair and
16 reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the
17 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Lesley Munoz for her Class
18 Representative Service Payment, according to the terms and methodology set forth in the
19 Settlement Agreement.

20 10. The Court finds that the allocation of \$50,000.00 toward penalties under the
21 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
22 appropriate, and hereby approved. The Administrator shall distribute the PAGA Penalties as
23 follows: the amount of \$37,500.00 to the California Labor and Workforce Development Agency
24 (“LWDA PAGA Payment”), and the amount of \$12,500.00 to Aggrieved Employees on a *pro rata*
25 basis (“PAGA Employee Amount”), according to the terms and methodology set forth in the
26 Settlement Agreement.

27 11. The Court finds that the request for attorneys’ fees in the amount of \$147,500.00 to
28 Class Counsel falls within the range of reasonableness, and the results achieved justify the award

sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Administrator issue payment in the amount of \$147,500.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

12. The Court finds that reimbursement of litigation costs and expenses in the amount of \$22,384.75 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Administrator issue payment in the amount of \$22,384.75 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

13. The Court hereby enters Judgment by which Participating Class Members shall be conclusively determined to have given a release of any and all Released Class Claims against the Released Parties, and all Aggrieved Employees shall be conclusively determined to have given a release of any and all Released PAGA Claims, as set forth in the Settlement Agreement and Class Notice.

14. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount of \$442,500.00 and separately pay and all Employer Paid Taxes by the Administrator no later than twenty (20) days after the Effective Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. It is hereby ordered that the Administrator shall distribute Individual Class Payments to the Participating Class Members within fourteen (14) days after Defendant funds the Gross Settlement Amount, according to the methodology and terms set forth in the Settlement Agreement.

16. It is hereby ordered that the Administrator shall distribute Individual PAGA Payments to Aggrieved Employees within fourteen (14) days after Defendant funds the Gross Settlement Amount, according to the methodology and terms set forth in the Settlement Agreement.

17. For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void

1 date, the Administrator shall transmit the funds represented by such checks to the California
2 Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or
3 Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California
4 Code of Civil Procedure Section 384, subd. (b).

5 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
6 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
7 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
8 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
9 any dispute arising from or in connection with the distribution of settlement benefits.

10 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
11 Class Members and Aggrieved Employees by posting a copy of the Final Approval Order and
12 Judgment on Rust Consulting, Inc.'s website for a period of at least sixty (60) calendar days after
13 the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.
14

15 Dated: _____

HONORABLE CAROLYN KUHL
JUDGE OF THE SUPERIOR COURT