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Attorneys for Plaintiff JOSE ROBERTO COCA MOLINA
individually and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JOSE ROBERTO COCA MOLINA,
individually and on behalf of all others similarly
situated,

Plaintiff,

v.

AMM MARKET, INC., dba MISSION
RANCH MARKET, a California Corporation,

Defendants.

Case No. 30-2023-01337256-CU-OE-
CXC

Related to Case No.:
30-202301351378CUOE-CXC
Judge: Hon. David A. Hoffer
Department: CX103

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

Date: August 22, 2025
Time: 10:00 a.m.
Dept.: CX103

1 This matter came on for hearing on August 22, 2025 at 10:00 a.m. in Department CX103
2 of the above-captioned Court on Plaintiff's Motion for Final Approval of Class Action and PAGA
3 Settlement, attorneys' fees and costs, Enhancement Award, administration costs, PAGA payment
4 and Judgment. For purposes of this Order and Judgment, the Court refers to all defined terms
5 (i.e. terms with initial capitalization) as set forth in the Settlement Agreement and Stipulation to
6 Resolve Class Action and PAGA Claims and Amendment No. 1 to Settlement Agreement and
7 Stipulation to Resolve Class Action and PAGA Claims (collectively, the "Settlement" or
8 "Settlement Agreement"). Having received and considered the Settlement Agreement, the
9 supporting papers filed by the Parties, and the evidence and argument received by the Court in
10 conjunction with the Motion for Preliminary Approval of Class Action Settlement, and the instant
11 Plaintiff's Unopposed Motion for Final Approval, Attorneys' Fees, Costs, Enhancement Award,
12 Administration Costs, and Entering of Final Judgment, the Court grants final approval of the
13 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

14 1. "Aggrieved Employees" means all individuals who are or previously were
15 employed by Defendant A M M Market, Inc. dba Mission Ranch Market ("Defendant") as non-
16 exempt California employees during the PAGA Period.

17 2. "Class" or "Class Members" means all persons who have been employed by
18 Defendant as Non-Exempt Employees or equivalent positions however titled in the state of
19 California during the Class Period.

20 3. "Class Period" means the period from July 20, 2019, through September 2, 2024.

21 4. The "Effective Date" of the Settlement will be the later of (i) the 61st day after
22 service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has
23 been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment,
24 the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is
25 dismissed or denied, and the Final Order and Final Judgment are no longer subject to further
26 judicial review.

27 5. "PAGA Claims" means, for the PAGA Period, claims for penalties under the
28 California Private Attorneys' General Act (California Labor Code § 2698, et seq.) that (a) arise

1 from the facts, matters, transactions or occurrences alleged in the Actions or that could have been
2 alleged in the Actions based on such facts; and/or (b) arise from the facts, matters, transactions or
3 occurrences alleged, or that could have been alleged, in the PAGA Notice Letters sent by the
4 Named Plaintiff to the Labor and Workforce Development Agency (“LWDA”) pursuant to Labor
5 Code section 2699.3 on or about July 20, 2023 asserting that Defendant violated various
6 provisions of the Labor Code. Without limiting the foregoing, and in addition to the foregoing,
7 the PAGA Claims include claims premised on the failure to pay all minimum wages and overtime
8 compensation including, but not limited to, time spent working off-the-clock; failure to provide
9 meal periods and rest breaks or premium payments; failure to provide and maintain complete and
10 accurate itemized wage statements; failure to keep complete and accurate payroll records;
11 untimely payment of wages during employment and at the time of termination; violations of
12 California Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5,
13 1175, 1194, 1194.2, 1197, 1197.1, 1198; in connection with the allegations in the LWDA Notices
14 and Operative Complaint; and related violations of the applicable California Wage Orders and
15 California Code of Regulations, Title 8, section 11000 et seq. The PAGA Claims excludes claims
16 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
17 workers’ compensation claims, FEHA-related claims for retaliation, discrimination or
18 harassment, and any claims outside of the PAGA Period.

19 6. “PAGA Period” means the period from July 24, 2022, through September 2, 2024.

20 7. “Participating Class Member” means each Class Member who has not timely
21 opted out of the Settlement.

22 8. “Released Parties” means and includes A M M Market, Inc. dba Mission Ranch
23 Market and its respective current and former parents, predecessors or successors, holding
24 companies, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each
25 of their respective officers, directors, managers, employees, insurers, partners, shareholders,
26 members, attorneys, agents, executors, and assigns.

27 9. “Released Claims” means, for the duration of the Class Period, any and all claims,
28 actions, or causes of action against Defendant and the other Released Parties (a) that are alleged

1 in the operative complaint; and/or (b) that could have been alleged in the operative complaint
2 based upon the facts alleged therein, except those arising under PAGA. Without limiting the
3 foregoing, and in addition to the foregoing, the Released Claims include claims premised on the
4 failure to pay all minimum wages and overtime compensation including, but not limited to, time
5 spent working off-the-clock; failure to provide meal periods and rest breaks or premium
6 payments; failure to provide and maintain complete and accurate itemized wage statements;
7 failure to keep complete and accurate payroll records; untimely payment of wages during
8 employment and at the time of termination; unfair business practices; violations of California
9 Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1194, 1194.2,
10 1197, 1197.1, 1198; related violations of the applicable California Wage Orders; violations of all
11 related or corresponding federal laws; and violations of California Business and Professions Code
12 section 17200, et seq in connection with the alleged Labor Code violations alleged (or that could
13 be alleged based on the facts pled) in the Actions. The Released Claims excludes claims for
14 vested benefits, wrongful termination, unemployment insurance, disability, social security,
15 workers' compensation claims, FEHA-related claims for retaliation, discrimination or
16 harassment, and any claims outside of the Class Period.

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

24 11. In response to the Notice, no members objected and no members requested
25 exclusion. There are no outstanding disputes regarding the Settlement.

26 12. The Court finds and determines that this notice procedure afforded adequate
27 protections to Class Members and provides the basis for the Court to make an informed decision
28 regarding approval of the Settlement based on the Class Members' response. The Court finds and

determines that the Notice provided in the Action was the best notice practicable, which satisfied the requirements of law and due process.

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

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

15. The Court hereby approves the terms set forth in the Settlement 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 was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class.

16. The Court hereby confirms James Hawkins, APLC, as Class Counsel in this action.

17. The Court hereby confirms Plaintiff JOSE ROBERTO COCA MOLINA as the Class Representative in this action.

18. The Court orders that, on the later of fifteen (15) calendar days of the Settlement Administrator providing all the information necessary for Defendant to remit payment or fifteen (15) calendar days after the Effective Date, Defendant shall remit to the Settlement Administrator: (i) the Gross Settlement Amount of \$800,000.00 and (ii) the employer's taxes for any portion of the Individual Settlement Payments designated as wages (collectively, the "Settlement Fund").

1 19. The Court finds and determines that the Net Class Settlement Amount of
2 \$458,075.88 and the corresponding Participating Class Member Payments to Class Members
3 provided for by the terms of the Settlement to be paid to the Class are fair and reasonable. The
4 Court hereby gives final approval to and orders the payment of those amounts be made to the
5 participating members of the Class in accordance with the terms of the Settlement. The Court
6 hereby gives final approval to and orders that the Participating Class Member Payments be paid
7 in accordance with the Settlement.

8 20. The Court finds and determines that the \$40,000.00 PAGA Payment for alleged
9 civil penalties in this case, of which the Labor and Workforce Development Agency (“LWDA”)
10 shall receive 75%, or \$30,000.00, with the remaining \$10,000.00 of the PAGA Payment payable
11 directly to Aggrieved Employees, is fair, reasonable, and appropriate. The Court hereby gives
12 final approval to and orders that the PAGA Payment be paid in accordance with the Settlement.

13 21. The Court finds and determines the Enhancement Award in the sum of \$10,000.00
14 to Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make this payment
15 to the Plaintiff/Class Representative in accordance with the terms of the Settlement Agreement.

16 22. The Court finds and determines that the payment to be paid to the Settlement
17 Administrator, APEX Class Action Administrators in the sum of \$8,500.00 for its fees and
18 expenses incurred is fair and reasonable. The Court hereby orders the Administrator to make this
19 payment to itself in accordance with the terms of the Settlement Agreement.

20 23. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
21 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the sum of
22 \$266,666.66 and litigation costs of \$16,757.46. The Court finds such amounts to be fair and
23 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
24 accordance with the terms of the Settlement Agreement.

25 24. Neither Defendant nor any other Released Parties shall have any further liability
26 for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability, except
27 as provided for by the Settlement Agreement.

1 25. The Court finds and determines that the releases contained in the Settlement
2 Agreement and Amendment thereto are appropriate and shall bind all Class Members who did
3 not timely opt out of the Settlement and all PAGA Members.

4 26. Participating Class Members' Release Of Claims. Upon the funding of the Gross
5 Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the
6 Settlement Administrator, the Named Plaintiff and all Participating Class Members shall be
7 deemed to have fully, finally, and forever released, settled, compromised, relinquished and
8 discharged any and all of the Released Parties from the Released Claims that arose during the
9 Class Period.

10 27. Aggrieved Employees' Release of PAGA Claim. In exchange for the PAGA
11 Amount recited in this Agreement, the Named Plaintiff, as the representatives for the State of
12 California and all Aggrieved Employees (to the extent permitted by law), and on behalf of their
13 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will,
14 upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate
15 the settlement to the Settlement Administrator, forever completely release and discharge
16 Defendant and each of the Released Parties from the PAGA Claims that arose during the PAGA
17 Period. The Aggrieved Employees and the State of California will be deemed by operation of
18 this Final Order and Judgment to have agreed not to sue or otherwise make a claim against
19 Defendant and any of the Released Parties for the PAGA Claims that arose during the PAGA
20 Period, to the extent permissible by law.

21 28. Full Release By The Named Plaintiff. Upon payment of the Gross Settlement
22 Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement
23 Administrator, the Named Plaintiff fully releases and discharges Defendant and the other
24 Released Parties from the Released Claims and any other claims that the Named Plaintiff now
25 has or claims to have, or has ever had or claimed to have, against Defendant and the Released
26 Parties. Without limiting the generality of the foregoing, the Named Plaintiff specifically and
27 expressly releases to the maximum extent permitted by law any claims against Defendant and the
28 Released Parties, arising out of or relating to the Named Plaintiff's employment or the termination

1 of his employment with Defendant and any other Released Party. This general release by the
2 Named Plaintiff includes a waiver of Named Plaintiff's rights under Civil Code Section 1542,
3 which provides: "A general release does not extend to claims that the creditor or releasing party
4 does not know or suspect to exist in his or her favor at the time of executing the release and that,
5 if known by him or her, would have materially affected his or her settlement with the debtor or
6 released party."

7 29. On the occurrence of the Effective Date, and unless otherwise provided in the
8 Settlement, all Participating Class Members will be bound by the Settlement.

9 30. The Aggrieved Employees and the State of California, to the extent permitted by
10 law, shall be deemed by operation of this Final Order and Judgment to have agreed not to sue or
11 otherwise make a claim against Defendant or any of the Released Parties for any of the PAGA
12 Claims and to be bound by the release of the PAGA Released Claims during the PAGA Period as
13 set forth in the Settlement.

14 31. Nothing in this Order shall preclude any action to enforce the Parties' obligations
15 pursuant to the Settlement Agreement or pursuant to this Order.

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

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

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

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

1 **JUDGMENT**

2 36. This document shall constitute a judgment for purposes of California Rules of
3 Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall
4 be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a),
5 and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class
6 Representative and all Class Members and PAGA Members shall take nothing from Defendant
7 or any other Released Parties except as expressly set forth in the Settlement Agreement, in
8 conjunction with this Judgment. By operation of this Judgment, and in accordance with the
9 Settlement Agreement, upon delivery by Defendant of the Settlement Fund to the Settlement
10 Administrator will constitute the full and complete discharge of the entire obligation of Defendant
11 under the Settlement, unless anything further is requested by the Settlement Administrator to
12 ensure timely and proper disbursement. No Released Party will have any further obligation or
13 liability to the Named Plaintiff, Participating Class Members, Aggrieved Employees, or Class
14 Counsel under the Settlement, in connection with the claims released in the Settlement, regardless
15 of whether the Named Plaintiff, Participating Class Members, Aggrieved Employees, or Class
16 Counsel receive the payments from the Settlement Administrator set forth in the Settlement.

17 37. Specifically, (a) the Named Plaintiff and all Participating Class Members shall be
18 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
19 discharged any and all of the Released Parties from the Released Claims that arose during the
20 Class Period of July 20, 2019, through September 2, 2024; (b) the Named Plaintiff, as the
21 representative for the State of California and all Aggrieved Employees (to the extent permitted
22 by law), and on behalf of their current, former, and future heirs, executors, administrators,
23 attorneys, agents, and assigns will, upon payment of the Gross Settlement Amount and the
24 Employer's Taxes necessary to effectuate the settlement to the Settlement Administrator, forever
25 completely release and discharge Defendant and each of the Released Parties from the PAGA
26 Claims that arose during the PAGA Period of July 24, 2022, through September 2, 2024. The
27 Aggrieved Employees and the State of California will be deemed by operation of this Final Order
28 and Judgment to have agreed not to sue or otherwise make a claim against Defendant and any of

1 the Released Parties for the PAGA Claims that arose during the PAGA Period, to the extent
2 permissible by law; and (c) the Named Plaintiff fully releases and discharges Defendant and the
3 other Released Parties from the Released Claims and any other claims that the Named Plaintiff
4 now has or claims to have, or has ever had or claimed to have, against Defendant and the Released
5 Parties. Without limiting the generality of the foregoing, the Named Plaintiff specifically and
6 expressly releases to the maximum extent permitted by law any claims against Defendant and the
7 Released Parties, arising out of or relating to the Named Plaintiff's employment or the termination
8 of his employment with Defendant and any other Released Party. This general release by the
9 Named Plaintiff includes a waiver of Named Plaintiff's rights under Civil Code Section 1542,
10 which provides: "A general release does not extend to claims that the creditor or releasing party
11 does not know or suspect to exist in his or her favor at the time of executing the release and that,
12 if known by him or her, would have materially affected his or her settlement with the debtor or
13 released party."

14 38. Without affecting the finality of this Judgment, the Court pursuant to California
15 Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the
16 Judgment.

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18 **IT IS SO ORDERED.**

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20 Date: _____

By: _____

21 Hon. David A. Hoffer

22 Judge of the Superior Court
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