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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**

10 LAN THANH LUU, an individual and on
11 behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 GARDEN GROVE SUPERSTORE INC., a
15 California corporation; TRAN'S GROUP,
16 INC., a California corporation; EL MONTE
17 SUPERSTORE INC., a California corporation;
18 SHUN FAT SUPERMARKET INC., a
19 California corporation; WESTMINSTER
20 SUPERSTORE, LLC, a California limited
21 liability company; SF SAN DIEGO INC., a
22 California corporation; SAN PABLO
23 SUPERMARKET, INC., a California
24 corporation; STOCKTON SUPERMARKET,
25 INC., a California corporation; SF
26 SUPERMARKET FRESNO, INC., a
27 California corporation; SF SUPERMARKET,
28 Inc., a California corporation; and DOES 1
through 50,

Defendants.

Case No.: 30-2023-01351037-CU-OE-CXC

[Assigned for All Purposes to:
Hon. David A. Hoffer, Dept. CX103]

**(NOTICE OF MOTION AND MOTION
FOR APPROVAL OF PAGA
SETTLEMENT, ATTORNEY'S FEES
AND COSTS, AND SERVICE AWARD**

Action Filed: September 25, 2023
Trial Date: Not Set

1 Plaintiff's Lan Thanh Luu ("Plaintiff") Motion for Approval of California Private Attorneys
2 General Act ("PAGA") Settlement, Attorney's Fees and Costs, and Service Award (the "Motion")
3 came on regularly for hearing before this Court on November 30, 2026, at 1:30 p.m. This Court,
4 having considered the PAGA Settlement Agreement (the "Settlement" or "Agreement") between
5 Plaintiff and Defendants Garden Grove Superstore Inc.; Tran's Group, Inc.; El Monte Superstore
6 Inc.; Shun Fat Supermarket Inc.; Westminster Superstore, LLC; SF San Diego Inc.; San Pablo
7 Supermarket, Inc.; Stockton Supermarket, Inc.; SF Supermarket Fresno, Inc.; and SF Supermarket
8 (collectively, "Defendants"), Plaintiff's Motion and Memorandum of Points and Authorities in
9 support thereof, and supporting declarations filed therewith; and good cause appearing, **HEREBY**
10 **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

11 1. The Court, for purposes of this Judgment and Order, incorporates and adopts all
12 defined terms and provisions as set forth in the Agreement, which was attached to the Declaration
13 of William C. Sung in Support of Motion for Approval of PAGA Settlement as "Exhibit 1".

14 2. The Court hereby GRANTS the Motion.

15 3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
16 asserted in this action and is authorized to act as a private attorney general with respect to the
17 PAGA claims being released under the terms of the Settlement. The California Labor and
18 Workforce Development Agency (the "LWDA") was provided with notice of the Settlement via its
19 online submission process and the LWDA has not made any objection to the Settlement.

20 4. The obligations set forth in the Settlement Agreement regarding the settlement of the
21 Action are deemed part of this Judgment and Order, and the Parties and the Settlement
22 Administrator are ordered to carry out the Settlement Agreement according to its terms and
23 provisions.

24 5. Release of Claims. Upon entry of an Order approving the Settlement and full
25 payment by Defendants of the Gross Settlement Amount, the State of California and all Aggrieved
26 Employees, including Plaintiff, on behalf of themselves and their respective former and current
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release any and
28 all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon

1 entry of the Order approving the Settlement and judgment entered thereon, as well as full payment
2 by Defendants of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees will be
3 forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA
4 Period against the Released Parties.

5 a. “Aggrieved Employees” are all current and former non-exempt employees
6 employed by Defendants in California during the PAGA Period.

7 b. The “Gross Settlement Amount” is \$758,000.00.

8 c. The “PAGA Period” means September 25, 2022 through May 18, 2026.

9 d. “Released Parties” are Defendants and each of their former and present
10 directors, officers, shareholders, owners, members, predecessors, successors, assigns, subsidiaries,
11 and affiliates.

12 e. “PAGA Released Claims” means any and all claims for PAGA civil penalties
13 that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint
14 and LWDA Letter, including claims for minimum wage violations, overtime wage violations, meal
15 period violations, rest period violations, paid sick leave violations, wage statement penalties,
16 waiting time penalties, failure to reimburse necessary business expenses, unlawful deductions, and
17 violations of Labor Code §§ 201, 202, 203, 204, 210, 212, 221, 226, 226.7, 245-248.5, 256, 432,
18 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, and 2802.

19 6. The Settlement is not an admission by Defendants, nor is this Judgment and Order a
20 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this
21 Judgment and Order, the Settlement, nor any document referred to herein, nor any action taken to
22 carry out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
23 concession, or liability whatsoever by or against Defendants.

24 7. The Court appoints Phoenix Settlement Administrators as the Settlement
25 Administrator.

26 8. Defendants shall pay the Gross Settlement Amount within 14 days of the Effective
27 Date, which is the date of entry of this Judgment and Order, or March 15, 2027, whichever date is
28 later.

1 9. Within 14 days after Defendants pays the Gross Settlement Amount, the Settlement
2 Administrator shall disburse the Gross Settlement Amount as follow:

3 a. A payment in the amount of \$374,943.35, payable to the LWDA for civil
4 penalties pursuant to PAGA;

5 b. Individual PAGA Payments totaling \$124,981.12, payable to the Aggrieved
6 Employees on a pro rata basis in accordance with the formula set forth in § III.5 of the Agreement
7 for civil penalties pursuant to PAGA, along with a copy of the Explanatory Letter, attached to this
8 Judgment and Order as Exhibit 1, in Simplified Chinese, Spanish, and Vietnamese:

9 c. An award of \$227,400.00, representing 30% of the Gross Settlement
10 Amount, to Justice for Workers, P.C. for attorney's fees pursuant to PAGA;

11 d. An award of \$15,175.53 to Justice for Workers, P.C. for attorney's costs
12 pursuant to PAGA;

13 e. A payment of \$5,000.00 to Plaintiff for her services to the State and
14 Aggrieved Employees, pursuant to the Settlement; and

15 f. A payment in the amount of \$10,500.00 to the Settlement Administrator,
16 Phoenix Settlement Administrators, for settlement administration costs.

17 10. The Parties shall bear their own respective attorney's fees and costs, except as
18 otherwise provided for in the Settlement and approved by the Court. Defendants and the Released
19 Parties shall have no further liability for costs, expenses, interests, attorney's fees, or for any other
20 charge, expense, or liability relating to the Released Claims and shall be released from all claims as
21 set forth in the Settlement Agreement and in this Judgment and Order.

22 11. Plaintiff shall submit a copy of this Judgment and Order to the LWDA within 14
23 days after entry of this Judgment and Order.

24 12. This Judgment and Order is intended to be a final disposition in its entirety of the
25 above-captioned action. Pursuant to California Code of Civil Procedure section 664, this Court shall
26 retain jurisdiction over the Parties, Action, and the Settlement Agreement solely for purposes of (i)
27 enforcing the Settlement Agreement and/or this Judgment and Order, (ii) addressing settlement
28 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

1 13. The Court sets a Final Report Hearing on January 31, 2028 at 1:30 p.m. in
2 Department CX103. Plaintiff is ordered to file a final report and declaration by the Settlement
3 Administrator regarding settlement distribution, including the actual amounts paid to the Aggrieved
4 Employees and the other amounts distributed under the Settlement, including any uncashed checks,
5 no later than 16 court days prior to the Hearing.

6 **IT IS SO ORDERED.**

7
8 DATED: _____, 2026

Hon. David A. Hoffer
Judge of the Superior Court