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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ANA RODRIGUEZ TAPIA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

FRANCO WHOLE FOODS, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 37-2023-00046908-CU-OE-CTL

*[Assigned for all purposes to the Hon.
Gregory W. Pollack, Dept. C-71]*

[PROPOSED] FINAL JUDGMENT

Date: October 10, 2025
Time: 9:30 a.m.
Dept.: C-71

Action Filed: October 27, 2023

1 This matter came on regularly for hearing before this Court on October 10, 2025,
2 pursuant to California Rule of Court 3.769 and this Court's May 23, 2025 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Stipulation of Settlement ("Settlement") and the documents and evidence
5 presented in support thereof, and the submissions of counsel, the Court hereby ORDERS and
6 enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class¹ is defined as:

10 All current and former non-exempt direct-hire and non-direct hire employees of
11 Defendant Franco Whole Foods, LLC who worked in the State of California during
12 the Class Period.

13 The Class Period shall mean the time period of October 27, 2019 though March 11,
14 2025.

15 2. Plaintiff Ana Rodriguez Tapia is hereby confirmed as Class Representative, and
16 Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines
17 of Haines Law Group, APC are hereby confirmed as Class Counsel.

18 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
19 form and manner of notice were approved by the Court on May 23, 2025 and the notice process
20 has been completed in conformity with the Court's Order. The Court finds that said notice was
21 the best notice practicable under the circumstances. The Class Notice provided due and adequate
22 notice of the proceedings and matters set forth therein, informed Settlement Class members of
23 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
24 California Rule of Court 3.769, and due process.

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26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement and
2 no Settlement Class Member has opted out of the Settlement, and that the 100 % participation
3 rate in the Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 6. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
9 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
10 community of interest among members of the Settlement Class with respect to the subject matter
11 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
12 members of the Settlement Class; (d) the Class Representative has fairly and adequately
13 protected the interests of the Settlement Class members; (e) a class action is superior to other
14 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
15 qualified to serve as counsel for the Class Representative and the Settlement Class.

16 7. The Court orders that Defendant shall fully fund the Gross Settlement Amount,
17 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
18 transmitting the funds to the Administrator as follows: The payment of \$330,000.00, including
19 all amounts necessary to fully pay Defendant's share of payroll taxes, shall be deposited with
20 the Administrator no later than 30 days after the Effective Date. "Effective Date" means the later
21 of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class
22 Members have been filed; (b) the time for appeal has expired if an objection has been filed and
23 no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been
24 filed.

25 8. The Court finds that the settlement payments, as provided for in the Settlement,
26 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
27 individual payments in conformity with the terms of the Settlement.
28

1 9. The Court finds that a service payment in the amount of \$7,500.00 for Plaintiff
2 Ana Rodriguez Tapia is appropriate for her risks undertaken and service to the Settlement Class.
3 The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
4 Administrator make this payment in conformity with the terms of the Settlement.

5 10. The Court finds that attorneys' fees in the amount of \$110,000.00, and actual
6 litigation costs of \$9,292.30 for Class Counsel, are fair, reasonable, and adequate, and orders
7 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
8 the terms of the Settlement.

9 11. The Court orders that the Settlement Administrator shall be paid \$7,950.00 from
10 the Gross Settlement Amount for all of its work done and to be done until the completion of this
11 matter, and finds that sum appropriate.

12 12. The Court finds that the payment to the California Labor & Workforce
13 Development Agency ("LWDA") in the amount of \$22,500.00 for its 75 % share of the
14 \$30,000.00 settlement of Plaintiff's representative action under the California Labor Code
15 Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the
16 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
17 of the Settlement. The remaining 25 % or \$7,500.00 of the PAGA Amount is to be distributed
18 to the 164 Aggrieved Employees in conformity with the terms of the Settlement. The highest
19 Individual PAGA Payment to an Aggrieved Employee is \$89.66, and the average Individual
20 PAGA Payment to be paid is \$45.73.

21 13. After the above deductions, attorneys' fees (\$110,000.00), attorneys' litigation
22 costs (\$9,292.30), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs
23 (\$7,950.00), and the PAGA Amount (\$30,000.00), the Net Settlement Amount of \$165,257.70
24 is to be distributed to 200 Settlement Class Members, who worked a total of 15,359 Workweeks
25 during the Class Period, in conformity with the terms of the Settlement. The lowest Individual
26 Settlement Share to be paid to a Settlement Class member is \$0.64, the highest Individual
27 Settlement Share is \$2,550.62, and the average Individual Settlement Share to be paid is \$779.52.

1 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
2 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
3 separately, and in addition to, the Gross Settlement Amount.

4 15. The Court finds and determines that upon satisfaction of all obligations under the
5 Settlement and this Order, all Participating Settlement Class Members will be bound by the
6 Settlement, will have released the Released Claims as set forth in the Settlement, and will be
7 permanently barred from prosecuting against Defendant any of the Released Claims pursuant to
8 the Settlement.

9 16. Upon satisfaction of all obligations under the Settlement and the Final Approval
10 Order, by virtue of this Judgment, Plaintiff and all Settlement Class Members are deemed fully
11 and forever release Defendant and each of its subsidiaries, affiliates, shareholders, members,
12 agents, officers, predecessors, successors, and assigns from any and all claims, demands, , rights,
13 liabilities and causes of action that were pled in the operative First Amended Complaint or arising
14 from the same operative facts and/or allegations as those set forth in the operative First Amended
15 complaint in the Action, that arose during the Class Period defined in the Settlement including
16 with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to
17 pay all minimum wages owed; (c) failure to provide meal periods; (d) failure to authorize and
18 permit all rest periods; (e) failure to provide accurate, itemized wage statements; (f) failure to
19 pay all wages owed upon termination; and (g) all claims for unfair business practices that could
20 have been premised on the facts, claims, causes of action or legal theories described in this
21 paragraph.

22 17. All PAGA Employees, including Plaintiff, are deemed to release and forever
23 discharge all claims, demands, rights, liabilities and causes of action under the California Labor
24 Code Private Attorneys General Act of 2004 against Defendant and each of its subsidiaries,
25 affiliates, shareholders, members, agents, officers, predecessors, successors and assigns based
26 on the following (as alleged in Plaintiff's letter to the Labor & Workforce Development Agency
27 ("LWDA") dated October 30, 2023): (a) failure to pay all overtime wages owed; (b) failure to
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1 pay all minimum wages owed; (c) failure to provide meal periods; (d) failure to authorize and
2 permit all rest periods; (e) failure to provide accurate, itemized wage statements; and (f) failure
3 to pay all wages owed upon termination that occurred during the PAGA Periods.

4 18. For purposes of Plaintiff's Release, Plaintiff is deemed to release all claims
5 whether known or unknown, under federal law or state law against Defendant and each of its
6 subsidiaries, affiliates, shareholders, members, agents, officers, predecessors, successors and
7 assigns. Plaintiff is deemed to expressly waive all rights and benefits afforded by section 1542
8 of the California Civil Code, which reads:

9 **A general release does not extend to claims that the creditor or**
10 **releasing party does not know or suspect to exist in his or her favor**
11 **at the time of executing the release, and that if known by him or**
12 **her would have materially affected his or her settlement with the**
13 **debtor or released party.**

14 19. The releases identified herein will only be effective on the date that Defendant
15 fully funds the Gross Settlement Amount and its share of the employer taxes.

16 20. This document shall constitute a final judgment pursuant to California Rule of
17 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
18 approval hearing, the court must make and enter judgment. The judgment must include a
19 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
20 judgment. The court may not enter an order dismissing the action at the same time as, or after,
21 entry of judgment."

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21. The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

JUDGMENT IS SO ENTERED.

Dated: _____, 2025

Honorable Gregory W. Pollack
Judge of the Superior Court