

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 ERIC Y. HAHN, SBN 311771
E-Mail eric@dombrauchwerger.com
4 **DOMB & RAUCHWERGER LLP**
1055 East Colorado Blvd., Fifth Floor
5 Pasadena, California 91106
Telephone: (213) 537-9225

6 JOANNA GHOSH, SBN 272479
E-Mail: joanna@calljustice.com
7 YASMIN HOSSIENI, SBN 326399
E-Mail: yasmin@calljustice.com
8 RYAN M. SLINGER, SBN 351297
E-Mail: r.slinger@calljustice.com
9 **LAWYERS for JUSTICE, PC**
10 450 N Brand Blvd, Ste 900
Glendale, CA 91203
11 Tel: (818) 265-1020 / Fax: (818) 265-1021

12 Attorneys for Plaintiff
13 Nicole Torres and the Proposed Class

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN FRANCISCO**

16 NICOLE TORRES, individually, and on
17 behalf of other members of the general
18 public similarly situated and on behalf of
19 other aggrieved employees pursuant to the
California Private Attorneys General Act;

20 Plaintiff,

21 v.

22 RAINBOW GROCERY COOPERATIVE,
INC., a California corporation; and DOES 1
23 through 100, inclusive,

24 Defendants.

Case No.: CGC-24-612573

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Information:

Date: November 4, 2025
Time: 11:00 a.m.
Dept.: 304
Judge: Hon. Ethan P. Schulman

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on November 4, 2025, at 11:00 a.m., the Motion for Preliminary
3 Approval of Class Action and PAGA Settlement filed by Plaintiff Nicole Torres (“Plaintiff”), on
4 behalf of herself and a Settlement Class, and not opposed by Defendant Rainbow Grocery
5 Cooperative, Inc. (“Defendant”), came on for hearing in Department 304 of the San Francisco
6 County Superior Court, located at 400 McAllister Street, San Francisco, California, 94102.

7 After full consideration of the evidence, the pleadings and papers filed by the parties in
8 connection therewith, arguments of counsel and all other matters presented to the Court, and good
9 cause having been shown, IT IS HEREBY ORDERED that Plaintiff’s Motion for Preliminary
10 Approval of Class Action and PAGA Settlement is GRANTED based on the conditions below.

11 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

12 1. This Order incorporates by reference the definitions in the Class Action and PAGA
13 Settlement Agreement (“Agreement” or “Settlement Agreement”), and all terms defined therein
14 shall have the same meaning in this Order as set forth in the Settlement Agreement.

15 2. The Court recognizes that the parties stipulate and agree to certification of a class
16 for settlement purposes only. For settlement purposes only, the Court conditionally certifies a
17 settlement class consisting of both “Class Members” and “Limited Class Members.” The “Class
18 Members” are defined as all current and former hourly-paid or non-exempt employees who
19 worked for Defendant within the State of California during the Class Period from February 22,
20 2020 to March 28, 2025, who did not sign an individual settlement release or deposit the \$200
21 settlement release check provided to all putative class members. The “Limited Class Members”
22 are defined as all current and former hourly-paid or non-exempt employees who worked for
23 Defendant within the State of California during the Limited Class Period from October 1, 2024
24 through March 28, 2025, who signed an individual settlement release or deposited the \$200
25 settlement release check provided to all putative class members. (SA §§ 1.5, 1.9, 1.12, 1.26, 1.27.)

26 3. Class Members or Limited Class Members who do not submit a valid and timely
27 request for exclusion from the Class Settlement are referred to as a “Participating Class Member.”

28 4. The Court finds, for settlement purposes only, the requirements of California Code

1 of Civil Procedure section 382 are satisfied.

2 5. Plaintiff is hereby appointed and designated, for all purposes, as the representative
3 of the Class, and the following attorneys are hereby appointed and designated as counsel for
4 Plaintiff and the Class (“Class Counsel”):

5 Zack I. Domb
6 Devin Rauchwerger
7 Eric Y. Hahn
8 DOMB & RAUCHWERGER LLP
9 1055 East Colorado Blvd., Fifth Floor
10 Pasadena, California 91106
11 Telephone: (213) 537-9225
12 Email: zack@dombrauchwerger.com
13 Email: devin@dombrauchwerger.com
14 Email: eric@dombrauchwerger.com

15 Joanna Ghosh
16 Yasmin Hossieni
17 Ryan Slinger
18 LAWYERS *for* JUSTICE, PC
19 410 West Arden Avenue, Suite 203
20 Glendale, California 91203
21 Tel: (818) 265-1020 / Fax: (818) 265-1021
22 E-Mail: joanna@calljustice.com
23 E-Mail: yasmin@calljustice.com
24 E-Mail: ryan@calljustice.com

25 Class Counsel is authorized to act on behalf of Class Members and Limited Class
26 Members with respect to all acts or consents required by, or which may be given pursuant to, the
27 Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class
28 Member or Limited Class Member may enter an appearance through counsel of such Class
Member or Limited Class member’s own choosing and at their own expense. Any Class Member
or Limited Class Member who does not enter an appearance or appear on his or her own will be
represented by Class Counsel.

29 6. The Court hereby approves on a preliminary basis the Settlement Agreement as
30 appearing on its face to be fair, reasonable, and adequate and to have been the product of serious,
31 informed, and extensive negotiations among Plaintiff, Defendant, and their respective counsel.

32 7. A final approval hearing shall be held before this Court on _____, 2026
33 at _____ in Department 304 of the San Francisco County Superior Court, located at 400

1 McAllister Street, San Francisco, California, 94102, to determine all necessary matters
2 concerning the Settlement, including: whether the proposed settlement of the Action on the terms
3 and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and
4 should be finally approved by the Court; whether a Judgment, as provided in the Settlement,
5 should be entered herein; whether the plan of allocation contained in the Settlement Agreement
6 should be approved as fair, adequate and reasonable to the Class Members; and to finally approve
7 Class Counsels' Fees and Costs Award, the Class Representative Service Payment, and the
8 settlement administration expenses. The Final Approval hearing may be continued without
9 further notice.

10 8. The Parties shall file a Motion for Final Approval on or before sixteen (16) court
11 days prior to the hearing.

12 9. The Court hereby appoints Phoenix Class Action Administrators as Settlement
13 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to
14 Class Members and Limited Class Members the Notice by first class mail within fourteen (14)
15 calendar days after the receipt of the Class Data from Defendant using the procedures set forth in
16 the Settlement Agreement. Class Members or Limited Class Members who do not opt out of the
17 settlement will become Participating Class Members and will automatically receive their
18 Individual Class Payment. The Settlement Administrator shall give notice of any continuance to
19 any class member who submitted an objection.

20 10. The Court hereby approves, as to form and content, the Notice of Class Action
21 Settlement ("Class Notice"), attached hereto as "**EXHIBIT A**". The Court finds that the
22 distribution of the Notice of Class Action Settlement in substantially the manner and form set
23 forth in the Settlement Agreement and this Order meets the requirements of due process, is the
24 best notice practicable under the circumstances, and shall constitute due and sufficient notice to
25 all persons entitled thereto. Any exclusion or objection submitted by a Class Member or Limited
26 Class Member shall be submitted to the Settlement Administrator and will not be submitted to the
27 Court. The Settlement Administrator will file a declaration with the Motion for Final Approval
28 that will authenticate a copy of every exclusion or objection received by the Settlement

1 Administrator.

2 11. The Court reserves the right to adjourn or continue the date of the final approval
3 and all dates provided for in the Settlement Agreement without further notice and retains
4 jurisdiction to consider all further applications arising out of or connected with the proposed
5 Settlement.

6 IT IS SO ORDERED.

7
8 Dated: _____

9 HON. ETHAN P. SCHULMAN
10 JUDGE OF THE SUPERIOR COURT
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28