FILED
San Diego Superior Court
OCT 30 2026
Clerk of the Superior Court
By: K. Mulligan, Deputy

WILSHIRE LAW FIRM, PLC
Tyler J. Woods (SBN 232464)
tyler.woods@wilshirelawfirm.com
James Yoo (SBN 310680)
james.yoo@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Conor J.D. Gomez, Esq. (SBN 337395)
conor.gomez@wilshirelawfirm.com
660 South Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

D'MAGGIO ANGELENO DAVIS-MORALES, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

CALL GROCERY, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2021-00046012-CU-OE-CTL
Assigned to Hon. Blaine K. Bowman, Dept. C-74

Complaint filed:	October 28, 2021
FAC filed:	November 27, 2024
Trial date:	Not Set

CLASS & PAGA ACTION

[~~PROPOSED~~] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF THE CLASS ACTION AND PAGA SETTLEMENT

PRELIMINARY APPROVAL HEARING
Date: October 30, 2026
Time: 8:30 a.m.
Dept: C-74

The Court has before it Plaintiff D'Maggio Angeleno Davis-Morales's ("Plaintiff" or "Class Representative") Motion for Preliminary Approval of the Class Action and PAGA Settlement (the "Motion"). Having reviewed the Motion and related records, the Joint Stipulation of Class Action Settlement and Release (the "Settlement" or "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

1. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to Code of Civil Procedure section 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement is fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith. The Court grants preliminary approval of the Settlement and the Class (as defined below) based upon the terms set forth in the Settlement Agreement between Plaintiff and Defendant Call Grocery, Inc. ("Defendant," and together with Plaintiff, the "Parties"). A true and correct copy of the Settlement Agreement is attached as **Exhibit 1** to the Declaration of Alan Wilcox filed in support of Plaintiff's Motion.

2. For settlement purposes, the Court provisionally certifies the Class, which is defined as: all persons who are employed or have been employed by Call Grocery, Inc. in California as "hourly employees" at any point during the Class Period (with each such person referred to individually as a "Class Member" and collectively the "Settlement Class"). The "Class Period" is the period from May 3, 2017, through July 15, 2024.

3. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under Code of Civil Procedure section 382 because: (1) the Class

Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Court appoints Plaintiff as Class Representative, for settlement purposes only. The Court further preliminarily permits Plaintiff's to seek a service enhancement payment in the final approval motion.

5. The Court appoints, for settlement purposes only, Tyler Woods, James Yoo, Alan Wilcox, and Conor J.D. Gomez of Wilshire Law Firm, PLC as "Class Counsel". The Court further preliminarily permits Class Counsel to request their attorneys' fees and costs incurred in the final approval motion.

6. The Court appoints CPT Group, Inc. as the "Claims Administrator" with the Claims Administration Fees and Costs estimated not to exceed $30,000.00.

7. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the final approval hearing and final approval by this Court. The Court notes that Defendant has agreed to create a non-reversionary common fund of $1,500,000.00 (the "Maximum Settlement Amount") to cover payments to Class Members who do not validly opt out and the Labor and Workforce Development Agency ("LWDA") pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") as follows:

Maximum Settlement Amount:	$1,500,000.00
Enhancement Award to Plaintiff:	Not to exceed $10,000.00
Payment to the LWDA (75%):	$56,250.00
Payment to Aggrieved Employees (25%):	$18,750.00

Class Counsel's Attorneys' Fees (1/3 of the Maximum Settlement Amount):	Not to exceed $500,000.00
Class Counsel's Costs:	Not to exceed $30,000.00
Administration Fees to the Claims Administrator:	Not to exceed $30,000.00
Estimated Net Settlement Amount to the Settlement Class:	$855,000.00

8. The Court approves, as to form and content the class notice, attached as **Exhibit A** to the Settlement Agreement (the "Class Notice of Settlement"). The Court finds on a preliminary basis that plan for distribution of the Class Notice of Settlement to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

9. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

10. The Court hereby orders the Parties to comply with the following implementation schedule:

Defendant to Provide Class List to the Claims Administrator:	Within 20 days of the date of this Order
Claims Administrator to Mail the Class Notice of Settlement to the Settlement Class:	Within 14 days of receipt of the Class List from the Defendant
Settlement Class Response Deadline:	60 days after Class Notice of Settlement is mailed out by the Claims Administrator, plus 15 additional days for any returned and re-mailed notices
Deadline to File the Motion for Final Approval:	16 court days before the Final Approval Hearing

Final Approval Hearing:	May 28, 2027, at 8:30 a.m., in the above-entitled Court and Department. The Court may reschedule the hearing.

11. The Court further orders that, pending further order of this Court, all proceedings in this action, except those contemplated herein and in the Settlement, are stayed.

12. Without affecting the finality of this Order in any way, and in accordance with Code of Civil Procedure section 664.6, this shall Court retain continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, their counsel, and the Claims Administrator.

13. _____

_____

_____

_____.

IT IS SO ORDERED.

DATE: 10-30-26

_____
Hon. Blaine K. Bowman
Judge of the Superior Court