

9/17 10B

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Attorneys for Plaintiff JESSE GALINDO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

JESSE GALINDO and LAURA SMITH, on
behalf of themselves, and on behalf of all
persons similarly situated,

Plaintiffs,

v.

PAQ, INC., DBA FOOD 4 LESS and/or
RANCHO SAN MIGUEL MARKETS; and
DOES 1 through 50, Inclusive;

Defendants.

Lead Case No. STK-CV-UOE-2022-0000452
[Consolidated Case No. STK-CV-UOE-2022-
0001799]

^{H3}
~~PROPOSED~~ JUDGMENT

Date: September 17, 2024
Time: 9:00 a.m.

Judge: Hon. Blanca A. Banuelos
Dept.: 10B

FILE BY FAX

1 Plaintiffs' motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Class Counsel Award and Class Representative Service
3 Awards duly came on for hearing on September 17, 2024, before the above-entitled Court. The
4 parties having settled this action and the Court having entered an Order Granting Motion for Final
5 Approval of Class Action and PAGA Settlement and good cause appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Class is confirmed for the purposes of settlement. The
8 Class is defined as "all current and former hourly-paid or nonexempt employees employed by
9 Defendant in California during the Class Period [March 9, 2018 through June 28, 2023]."

10 2. All persons who meet the foregoing definition are Settlement Class Members,
11 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

12 3. Except as set forth in the Agreement, the Order Granting Motion for Final
13 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all
14 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
15 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
16 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

17 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
18 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
19 supervise and adjudicate any dispute arising from or in connection with the distribution of
20 settlement benefits.

21 5. As of the date the Defendant funds the Gross Settlement Amount, Plaintiffs and
22 each Settlement Class Member has released the "Released Parties" from the "Class Released
23 Claims" as set forth in the Agreement.

24 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

25 (a) The "Class Released Claims" are defined as all class claims alleged, or
26 reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the
27 Action which occurred during the Class Period, including but not limited to claims for violations
28 of and/or for wages, compensatory damages, business expense reimbursement, meal and rest

1 period compensation, actual damages, restitution, liquidated damages, declaratory relief,
2 injunctive or other equitable relief, interest, attorney's fees and/or costs, and/or penalties
3 recoverable under Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2,
4 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2804, and the
5 applicable IWC Wage Order(s), and Business and Professions Code sections 17200, *et seq.*, and
6 expressly excluding other claims, including claims for vested benefits, wrongful termination,
7 unemployment insurance, disability, social security, workers' compensation, and class claims
8 outside of the Class Period, and any and all claims alleged in the *Melissa Destarac et al. vs. PAQ,*
9 *Inc.* (San Joaquin Superior Court Case No. STK-CV-UOE-2022-2981) not encompassed by the
10 *Smith and Galindo* actions (San Joaquin County Superior Court Case Nos., STK-CV-UOE-2022-
11 0000452, STK-CV-UOE-2022-0001799, and STK-CV-UOE-2020-0005825).

12 (b) The "Released Parties" means Defendant and their attorneys, insurers,
13 brands, concepts, parents, affiliates, subsidiaries, predecessors, successors, assigns, and any past,
14 present or future officers, directors, and exempt employees, and any individual or entity that could
15 be jointly liable with Defendant.

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17 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiffs, the
18 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
19 "Aggrieved Employee" have released the Released Parties from the "PAGA Released Claims" for
20 the "PAGA Period" as set forth in the Agreement.

21 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

22 (a) The "Aggrieved Employees" are defined as all non-exempt employees who
23 are or previously were employed by PAQ, Inc. dba Food4Less and Rancho San Miguel Markets
24 ("Defendant") and performed work in California during the PAGA Period [April 6, 2019, through
25 June 28, 2023].

26 (b) The "PAGA Period" is defined as the period from April 6, 2019, through
27 June 28, 2023.

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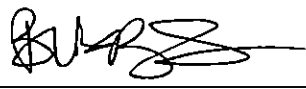
(c) The "Released PAGA Claims" are defined as all PAGA claims alleged in the Operative Complaints in the Action, plaintiff Galindo's November 16, 2021 PAGA notice to the LWDA and plaintiff Smith's July 9, 2020 PAGA notice to the LWDA, which occurred during the PAGA Period, including but not limited to claims for civil penalties, attorneys' fees and/or costs, or interest for violations of Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and the applicable IWC Wage Order(s), and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period, and any and all claims for PAGA penalties alleged in the *Melissa Destarac et al. vs. PAQ, Inc.* (San Joaquin Superior Court Case No. STK-CV-UOE-2022-2981) not encompassed by the *Smith* and *Galindo* actions (San Joaquin County Superior Court Case Nos., STK-CV-UOE-2022-0000452, STK-CV-UOE-2022-0001799, and STK-CV-UOE-2020-0005825).

9. This Court hereby grants final approval and awards the following: (i) One Million Five Hundred Thirty-Seven Thousand Eight Hundred Fifteen Dollars and Eleven Cents (\$1,537,815.11) for the Class Counsel Award, comprised of one-third of the Total Settlement Amount, or One Million Five Hundred Thousand Dollars and Zero cents (\$1,500,000.00) and litigation expenses in the amount of Thirty Seven Thousand Eight Hundred Fifteen Dollars and Eleven Cents (\$37,815.11); (ii) the Class Representative Service Awards to Class Representatives, Jesse Galindo and Laura Smith, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each in exchange for a general release; (iii) Settlement Administration Costs of Fifty-Four Thousand Dollars and Zero Cents (\$54,000.00) to Apex Class Action LLC; (iv) One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) (75% of the PAGA Penalty Amount) to the Labor and Workforce Development Agency ("LWDA Payment"); and Fifty Thousand Dollars and Zero Cents (\$50,000.00) (25% of the PAGA Penalty Amount) allocated to the Aggrieved Employees.

1 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
2 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
3 California Labor Code section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**

6 DATED: 9/17, 2024
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10 Hon. Blanca A. Banuelos
11 JUDGE OF THE SUPERIOR COURT
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