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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY<br>NAME: Joanna Ghosh (SBN 272479); Harris Koepenick (SBN 364423)<br>FIRM NAME: Lawyers for Justice, PC<br>STREET ADDRESS: 450 North Brand Blvd., Suite 900<br>CITY: Glendale STATE: CA ZIP CODE: 91203<br>TELEPHONE NO.: (818) 265-1020 FAX NO.: (818) 265-1021<br>EMAIL ADDRESS: joanna@calljustice.com; h.koepenick@calljustice.com<br>ATTORNEY FOR (name): Plaintiff Wafa Mowannes<br><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO</b><br>STREET ADDRESS: 247 West Third Street<br>MAILING ADDRESS: 247 West Third Street<br>CITY AND ZIP CODE: San Bernardino 92415<br>BRANCH NAME: San Bernardino Justice Center | FOR COURT USE ONLY           |
| PLAINTIFF/PETITIONER: Wafa Mowannes<br>DEFENDANT/RESPONDENT: Stater Bros. Markets                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                              |
| <p style="text-align: center;"><b>NOTICE OF ENTRY OF JUDGMENT<br/>OR ORDER</b></p> <p>(Check one): <input checked="" type="checkbox"/> <b>UNLIMITED CASE</b> <input type="checkbox"/> <b>LIMITED CASE</b><br/> (Amount demanded (Amount demanded was<br/> exceeded \$35,000) \$35,000 or less)</p>                                                                                                                                                                                                                                                                                                                                                                     | CASE NUMBER:<br>CIVSB2332884 |

**TO ALL PARTIES :**

1. A judgment, decree, or order was entered in this action on (date): May 14, 2026
2. A copy of the judgment, decree, or order is attached to this notice.

Exhibit A - Court Revised Final Approval Order and Judgment

Date: May 21, 2026

Harris Koepenick

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

PLAINTIFF/PETITIONER: Wafa Mowannes  
 DEFENDANT/RESPONDENT: Stater Bros. Markets

CASE NUMBER:  
 CIVSB2332884

**PROOF OF SERVICE BY FIRST-CLASS MAIL  
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

**(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)**

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:  
 PLEASE SEE ATTACHED PROOF OF SERVICE.

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.  
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:  
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 21, 2026

Andy Hernandez

(TYPE OR PRINT NAME OF DECLARANT)



*Andy Hernandez*

(SIGNATURE OF DECLARANT)

# **EXHIBIT A**

Arby Aiwazian (SBN 269827)  
Yasmin Hosseini (SBN 326399)  
Ryan Slinger (SBN 351297)  
Harris Koepenick (SBN 364423)  
**LAWYERS for JUSTICE, PC**  
450 North Brand Blvd., Suite 900  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

*Attorneys for Plaintiff and the Class*

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

MAY 14 2026

BY Amie Arroyo  
AMIE ARROYO, DEPUTY

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

Wafa Mowannes, individually, and on  
behalf of other members of the general public,  
similarly situated and on behalf of other  
aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiff,

v.

STATER BROS. MARKETS, a California  
corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. CIVSB2332884

Honorable Stephanie Tanada  
Department S33

**CLASS ACTION**

*Court*  
**REVISED ~~PROPOSED~~ FINAL  
APPROVAL ORDER AND JUDGMENT**

Date: April 28, 2026  
Time: 8:30 a.m.  
Department: S33

Complaint Filed: December 21, 2023  
FAC Filed: October 30, 2024  
Trial Date: None Set

*see court's revisions on Page 5. @*



1 This matter has come before the Honorable Stephanie Tanada, in Department S33 of the  
2 above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, ~~on~~  
3 ~~April 21, 2026 at 8:30 a.m.,~~ on Plaintiff Wafa Mowannes' ("Plaintiff") Motion for Final  
4 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and Enhancement  
5 Payment ("Motion for Final Approval"). Lawyers for Justice, PC, appeared on behalf of  
6 Plaintiff and the Class, and Varner & Brandt LLP appeared on behalf of Defendant Stater Bros.  
7 Markets ("Defendant").

8 On October 24, 2025, the Court entered the Order Granting Preliminary Approval of  
9 Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily  
10 approving the settlement of the above-entitled actions in accordance with the Joint Stipulation of  
11 Class Action and PAGA Settlement and Release and the Amendment No. 1 to Joint Stipulation  
12 of Class Action and PAGA Settlement and Release (together, "Settlement," "Agreement," or  
13 "Settlement Agreement"), which, together with the exhibits annexed thereto set forth the terms  
14 and conditions for settlement of the Actions.

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 18 1. The Motion for Final Approval is granted <sup>as noted below.</sup> ~~in its entirety~~.
- 19 2. This Final Approval Order and Judgment incorporates by reference the  
20 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized  
21 terms used, but not defined, herein shall have the same meanings as in the Settlement  
22 Agreement and Preliminary Approval Order.
- 23 3. Unless otherwise specified, all citations and references to the Private Attorneys  
24 General Act of 2004, California Labor Code sections 2698, et seq. ("PAGA") are to the version  
25 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does  
26 not apply to the Actions or the Settlement pursuant to California Labor Code section  
27 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency  
28 ("LWDA") was filed prior to June 19, 2024.

1           4.       This Court has jurisdiction over the Class Members as it pertains to the Actions  
2 and the claims asserted in the Actions, the Court also has jurisdiction over all parties to the  
3 Actions as it pertains to the Actions and the claims asserted in the Actions.

4           5.       The Court finds that the applicable requirements of California Code of Civil  
5 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with  
6 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional  
7 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.  
8 The Class is hereby defined to include: all persons who are or previously were employed by  
9 Defendant in California and classified as non-exempt employees (including DOT-regulated  
10 drivers) at any time during the Class Period (i.e., the time period of December 21, 2019 through  
11 October 24, 2025) ("Class" or "Class Members").

12          6.       The aggrieved employees for purposes of the PAGA Settlement are hereby  
13 defined to consist of the following individuals: all current and former non-exempt, hourly-paid  
14 employees who were employed by Defendant in California at any time during the PAGA Period  
15 (i.e., the time period of December 21, 2022, through October 24, 2025) ("PAGA Employees").

16          7.       The Court finds that the Court-approved Notice of Class Action and  
17 Representative (PAGA) Action Settlement ("Class Notice") that was provided to the Class  
18 Members, fully and accurately informed the Class Members of all material elements of the  
19 Settlement, of their opportunity to participate in the Settlement, object to or comment on the  
20 Class Settlement, or to seek exclusion from the Class Settlement; the Class Notice was the best  
21 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class  
22 Members; and complied fully with the laws of the State of California, the United States  
23 Constitution, due process and other applicable law. The Class Notice fairly and adequately  
24 described the Settlement and provided the Class Members with adequate instructions and a  
25 variety of means to obtain additional information.

26          8.       Pursuant to California law, the Court hereby grants final approval to the  
27 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the  
28 Class as a whole. More specifically, the Court finds that the Settlement was reached following

1 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,  
2 PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and  
3 arms-length negotiations between the parties. In so finding, the Court has considered all of the  
4 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk,  
5 expense, and complexity of pursuing the claims presented; the likely duration of further  
6 litigation; the amount offered in the Settlement; the extent of investigation and discovery  
7 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,  
8 including the monetary allocations and payments, appear within the range of reasonableness,  
9 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced  
10 against the probable outcome of further litigation relating to certification, liability, and damages  
11 issues. Accordingly, the Court hereby directs that the Settlement be affected in accordance with  
12 the Settlement Agreement and the following terms and conditions.

13       9.     A full opportunity has been afforded to the Class Members to participate in the  
14 Final Approval Hearing, and all Class Members and other persons wishing to be heard have  
15 been heard. The Class Members also have had a full and fair opportunity to exclude themselves  
16 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class  
17 Members who did not submit a timely and valid Request for Exclusion from the Class  
18 Settlement (“Settlement Class Members”), individually and on behalf of their respective  
19 successors, assigns, agents, attorneys, executors, heirs and personal representatives, are bound  
20 by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the  
21 Effective Date, shall fully and finally release and discharge the Released Parties, and each of  
22 them, from the Released Class Claims.

23       10.    There are forty-two (42) Class Members who have submitted Requests for  
24 Exclusion and therefore are not bound by this Final Approval Order and Judgment: Alena  
25 Maritza Plascencia, Jeremiah J. Kelley, Daniel Anibal Califano, Linda Pari Penrat, Danny Leon  
26 Mallory, Brianna Gonzalez, Valerie Kilinski, Karina Fragoso Juarez, Lisa A. Black, Andrew M.  
27 Hector, Isabelino Rios, Andrea Mia Littlejohn, Sean McGuire, Kenia Marisol Acosta, Michael  
28 Dougherty, Michael Marquis, Timothy Charles Hill, Felicite Kennedy-Tyson, Ferazhin Leonor

1 Ensley, Jenifer Osorio, Dylan Patrick Lakes, Christopher Ramos, Dung Quoc Kha, Danielle  
2 Barrett, Irene Cuevas Whightsil, Nicole Elizabeth Rodriguez, Faith Louise Garza, Stacey  
3 Miller, Wanda Marie Miles, Anthony Torres, Ernesto Vargas, Debbie J. Henderson, Sherin  
4 Dimarzio, Aiden Dougherty, Katherine Buckley, Brendon Anthony Perez, Jose A. Mullen,  
5 Brianna Nicole Gonzalez, Roxanne Chapel, Marissa Danielle Soria, Nataly Fernanda Caraveo,  
6 and Maria Chaidez.

7 11. The Court finds that Plaintiff has satisfied the prerequisites under PAGA,  
8 including, and not limited to, providing the LWDA and Defendant with notice of the specific  
9 provisions of the California Labor Code alleged to have been violated, including, and not  
10 limited to, the facts and theories to support the alleged violations, in conformity with California  
11 Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been  
12 submitted to the LWDA in conformity with California Labor Code § 2699(1)(2). Pursuant to  
13 California Labor Code § 2699(1)(2), the Court has also considered and reviewed the PAGA  
14 Settlement and the allocation of \$1,350,000.00 toward civil penalties under the California  
15 Private Attorneys General Act of 2004 ("PAGA Amount"), and the Court finds that they are  
16 fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall  
17 distribute the PAGA Amount as follows: the amount of \$1,012,500.00 to the LWDA ("LWDA  
18 Payment"), and the amount of \$337,500.00 to the PAGA Employees, in accordance with the  
19 terms and methodology set forth in the Agreement.

20 12. The Court determines that Plaintiff, the State of California (with respect to  
21 PAGA Employees), and all PAGA Employees, individually and on behalf of their respective  
22 successors, assigns, agents, attorneys, executors, heirs and personal representatives, are bound  
23 by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the  
24 Effective Date, shall fully and finally release and discharge the Released Parties, and each of  
25 them, from the Released PAGA Claims.

26 13. The Court hereby directs that the Settlement be affected in accordance with the  
27 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth  
28 herein.

14. The Court finds that payment of Settlement Administration Costs in the amount of \$78,062.00 to Simpluris, Inc. ("Simpluris" or "Settlement Administrator"), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of \$78,062.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. The Court finds that the Enhancement Payment in the amount of \$2,500.00 to Plaintiff Wafa Mowannes is fair and reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$2,500.00 to Plaintiff Wafa Mowannes for her Enhancement Payment, according to the terms set forth in the Settlement Agreement.

16. The Court finds that attorneys' fees in the amount of ~~\$1,587,092.56~~ <sup>\$895,000.00</sup> to Class Counsel falls within the range of reasonableness and that the results achieved justify the award sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of ~~\$1,587,092.56~~ <sup>\$895,000.00</sup> to Class Counsel for attorneys' fees, in accordance

with the terms and methodology set forth in the Settlement Agreement. *The remainder intended to fund attorney's fees shall be distributed to the class.*

17. The Court finds that reimbursement of litigation costs and expenses in the amount of ~~\$30,000.00~~ <sup>\$4,724.25</sup> to Class Counsel is reasonable, and hereby approved. It is hereby ordered

that the Settlement Administrator issue payment in the amount of ~~\$30,000.00~~ <sup>\$4,724.25</sup> to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

*Expenses that are not costs, such as expert fees and mediator fees are stricken, among others. The remainder shall be distributed to the class.*

18. It is hereby ordered that within thirty (30) calendar days after the Effective Date, Defendant shall deposit the Escalated Maximum Settlement Amount of \$4,809,371.38 and the Employer Taxes into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

19. It is hereby ordered that within seven (7) calendar days following the funding of the Escalated Maximum Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court as follows: (a) Individual Settlement

1 Payments to Settlement Class Members, (b) Individual PAGA Payments to PAGA Employees,  
2 (c) LWDA Payment to the LWDA, (d) Enhancement Payment to Plaintiff, (e) Attorneys' Fees  
3 and Costs to Class Counsel, and (f) Settlement Administration Costs to the Settlement  
4 Administrator, in accordance with terms and methodology set forth in the Settlement  
5 Agreement.

6 20. Each check issued to a Settlement Class Member and/or PAGA Employee for his  
7 or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid for a  
8 period of one hundred eighty (180) calendar days from the date of issuance of the check, and  
9 after this time period, the check(s) shall be canceled. All funds remaining in connection with,  
10 and after the cancelation of checks issued to Settlement Class Members and PAGA Employees,  
11 shall be paid to Legal Aid Society of San Bernardino as a *cy pres* recipient pursuant to  
12 California Code of Civil Procedure Section 384. All Settlement Class Members shall be bound  
13 by the terms and conditions of the Class Settlement regardless of whether or not they cash or  
14 otherwise negotiate their Individual Settlement Payment checks. All PAGA Employees shall be  
15 bound by the terms and conditions of the PAGA Settlement regardless of whether or not they  
16 cash or otherwise negotiate their Individual PAGA Payment checks.

17 21. After entry of this Final Approval Order and Judgment, pursuant to California  
18 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,  
19 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final  
20 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for  
21 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection  
22 with the distribution of settlement benefits.

23 22. Individualized notice of this Final Approval Order and Judgment is not required.  
24 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on  
25 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the  
26 date of entry of this Final Approval Order and Judgment.

27 23. A Final Compliance Hearing is set for January 12, 2027 at 8:30 a.m., or  
28 at a.m./p.m. in Department S33. Class Counsel shall submit the

1 Settlement Administrator's accounting report regarding the status of the funding and  
2 disbursement of the Settlement at least five (5) court days prior to the Final Compliance Hearing.

3 **IT IS SO ORDERED.**

4  
5 DATE:

05/14/26



The Honorable Stephanie Tanada  
Judge of the Superior Court

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On May 21, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Richard D. Marca  
[richard.marca@varnerbrandt.com](mailto:richard.marca@varnerbrandt.com)  
Alisha L. Maline  
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El Segundo, California 90245

*Attorneys for Plaintiff Perla Morales*

**[X] BY E-MAIL**

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

**[X] BY ONLINE SUBMISSION**

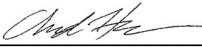
The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.



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**[X] STATE**  
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 21, 2026, at Glendale, California.

  
\_\_\_\_\_  
Andy Hernandez