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GENESIS GONZALEZ and GERRY SIEMON on
behalf of themselves, all aggrieved employees, and the
State of California as Private Attorneys General

**SUPERIOR COURT
OF THE STATE OF
CALIFORNIA OF LOS ANGELES**

GENESIS GONZALEZ and GERRY SIEMON,
individuals, on behalf of themselves, all
aggrieved employees, and the State of California
as Private Attorneys General,

Plaintiff,

vs.

MRS. GOOCH'S NATURAL FOOD
MARKETS, INC., a California Corporation, and
DOES 1-50, inclusive,

Defendant.

FILED
Superior Court of California
County of Los Angeles

09/20/2024

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

Case No: 22STCV03934
The Hon. Laura A. Seigle

CLASS-ACTION

**~~[REVISED PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL TO
CLASS ACTION SETTLEMENT AND
APPLICATION FOR CLASS COUNSEL
FEES, CLASS COUNSEL COSTS,
SERVICE PAYMENT, AND FINAL
JUDGMENT THEREON**

Before the Court is Plaintiffs' GENESIS GONZALEZ and GERRY SIEMON's unopposed Motion for Final Approval of the Class Action Settlement and Motion for Class Counsel Fees, Class Counsel Costs, and Service Payment.

The Parties have submitted their settlement and release agreement ("Settlement"), which this Court preliminarily approved on May 1, 2024 (the "Preliminary Approval Order"). Under the Preliminary Approval Order, Class Members have been given adequate notice of the terms of the Settlement and the opportunity to object to it or to exclude themselves from it.

Having received and considered the Settlement, the supporting papers filed by the Parties, and the evidence and argument received by the Court before entering the Preliminary Approval Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES DETERMINATIONS as follows:

1. Except as otherwise specified herein, the Court for purposes of this Final Approval Order and Judgment adopts all defined terms set forth in the Settlement.

2. For settlement purposes only, the Court grants certification of the Class. The Class is defined as:

All persons employed in California by Defendant as hourly non-exempt employees who worked during the Class Period and received sick pay in the same pay period they received remuneration in addition to their base hourly pay, such as shift differentials, hazard pay, or non-discretionary bonuses from February 1, 2018, through May 1, 2024.

3. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class Action Settlement and Final Approval Hearing ("Class Notice") was sent to each Class Member on June 5, 2024, by first-class mail in both English and Spanish. The Class Notice informed Class Members of the terms of the Settlement, their right to receive an Individual Class Payment, their right to comment on or object to the Settlement and/or the attorneys' fees and costs, their right to

elect not to participate in the Settlement and pursue their own remedies, their right to appear in person and/or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement, and of other actions pending against Defendant. Adequate periods of time were provided by each of these procedures.

4. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

5. The Court finds and determines that the no individuals have objected to the Settlement.

6. The Court finds and determines that two individuals have opted out of the Settlement. The following individuals are excluded from the settlement and are not bound by its terms: Jeffrey Traylor and Alfonso Ibarra.

7. For the reasons stated in the Preliminary Approval Order, the Court finds and determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to each Class Member and that the Participating Class Members will be bound by the Settlement, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

8. The Court finds and determines that the all-inclusive Gross Settlement Amount in the amount of \$1,000,000.00 and the Individual Class Payments to be paid to the Participating Class Members under the Settlement are fair and reasonable. The Court hereby grants final approval to and orders the payment of those amounts to be distributed to the Participating Class Members out of the Net Settlement Amount in accordance with the Settlement. Pursuant to the terms of the Settlement, the Settlement Administrator is directed to make the payments to each Participating Class Member.

9. The Court finds and determines that the Settlement Administration Cost for the

Settlement in the amount of \$32,500 is fair and reasonable. The Court hereby grants final approval to and orders that the payment of that amount be paid out of the Gross Settlement Amount to the Settlement Administrator in accordance with the Settlement.

10. The Court finds and determines that an award to Plaintiffs GENESIS GONZALEZ and GERRY SIEMON for Class Representative Service Payments is fair and reasonable and hereby orders payments in the amount of \$7,500 to GENESIS GONZALEZ and \$7,500 to GERRY SIEMON be paid out of the Gross Settlement Amount.

11. The Court further finds and determines that the request by Class Counsel for the Class Counsel Fee is fair and reasonable and hereby orders that \$333,300 (33.33% of the Gross Settlement Amount) be paid to Koul Law Firm, APC, and Majarian Law Group, APC, out of the Gross Settlement Amount.

12. The Court also finds and determines that the request by Class Counsel for Class Counsel Expenses is fair and reasonable and hereby orders that \$20,559.23 be paid to Koul Law Firm, APC, and Majarian Law Group, APC, out of the Gross Settlement Amount.

13. Upon entry of this Final Approval Order and funding of the Gross Settlement Amount, as well as employer-side taxes, the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period, which extends from February 1, 2018, through May 1, 2024, as set forth in the Settlement Agreement:

- a. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action including any and all claims for allege failure to pay sick pay wages, including Covid-19 supplemental paid sick leave, and the alleged failure to pay sick leave wages or Covid-19 supplemental paid sick leave at the correct rate of pay, and all derivative claims

thereof, including claims for unpaid sick pay wages, interest thereon, the provision of wage statements; unfair business practices; penalties, including, but not limited to, civil penalties, statutory penalties, recordkeeping penalties, wages statement penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the released claims which are asserted in the Action or which could have been asserted based on the factual allegations pled in the Action arising under: the California Labor Code (including, but not limited to, sections 201, 202, 203, 246, and 248.5), the Wage Orders 4-2001, 5-2001, and 7-2001 of the Industrial Welfare Commission; and California Business and Professions Code section 17200 derivative of Plaintiffs' sick pay claim. This release excludes the release of claims not permitted by law.

14. Upon entry of this Final Approval Order and funding of the Gross Settlement Amount, as well as employer side taxes, Plaintiff, the Labor Commissioner/LWDA on behalf of the State of California, and all PAGA Aggrieved Employees will forever completely release and discharge the Released Parties from the Released PAGA Claims through the PAGA Period, which extends from October 26, 2020, through May 1, 2024, as set forth in the Settlement Agreement:

- a. All Non-Participating Class Members who are Aggrieved Employees ("PAGA Members") are deemed to release, on behalf of themselves, the LWDA, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice to the LWDA ("Released PAGA Claims"). These include claims including any and all claims for alleged failure to pay sick pay wages, including Covid-19 supplemental paid sick leave, and the alleged failure to pay sick leave wages or Covid-19 supplemental paid sick leave at the correct rate of pay, and all derivative

claims thereof; and all claims related to the released claims which are asserted in the Action or which could have been asserted based on the factual allegations pled in the Action arising under: the California Labor Code (including, but not limited to, sections 201, 202, 203, 246, 248.5, 2698 et seq.), the Wage Orders 4-2001, 5-2001, and 7-2001 of the Industrial Welfare Commission; and the California Private Attorneys General Act of 2004 ("PAGA"). This release excludes the release of claims not permitted by law. All Aggrieved Employees/PAGA Members shall release all claims arising under PAGA regardless of their decision to participate in the Settlement.

15. Pursuant to the terms of the Settlement, Plaintiffs make additional general releases as defined in the Settlement. Plaintiffs expressly waive and relinquish all rights and benefits afforded by Section 1542 which states:

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

16. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order, including the requirement that Defendant make payment in accordance with the Settlement.

17. If, for any reason, the Settlement ultimately does not become Final (as defined by the Settlement), this Final Approval Order will be vacated; the Parties will return to their respective positions in the action as those positions existed immediately before the Parties executed the Settlement; and nothing stated in the Settlement or any other papers filed with this Court in connection with the Settlement will be deemed an admission of any kind by any of the Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in the Action or in any other action.

18. The Parties entered into the Settlement solely for the purpose of compromising and

settling disputed claims. Defendant in no way admits any violation of law or any liability whatsoever to Plaintiffs and the Class, individually or collectively, all such liability being expressly denied by Defendant.

19. All uncashed settlement checks will be delivered to the California State Controller's Unclaimed Property Division in the name of the Class Member leaving no unpaid residues subject to the requirements of California Code of Civil Procedure Section 384(b).

20. By means of this Final Approval Order, this Court hereby enters final judgment in this Action.

21. Without affecting the finality of this Final Approval Order and Judgment in any way, pursuant to California Rules of Court, 3.769(h), the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order, Judgment and the Settlement under Code of Civil Procedure § 664.6.

22. The Parties are hereby ordered to comply with the terms of the Agreement.

23. Each side is to bear its own costs and attorneys' fees except as provided by the Settlement and this Final Approval Order and Judgment.

Plaintiffs are to file a declaration of final distribution by September 19, 2025. The court sets a

24. ~~The Court sets a final accounting hearing for _____, 202~~

~~Plaintiffs must file a final report 9 days before the final accounting hearing.~~
non-appearance case review for September 25, 2025 at 8:30 a.m.

IT IS SO ORDERED AND ADJUDICATED.

DATED: 09/20/2024



Laura Seigle

HON. LAURA A. SEIGLE
JUDGE OF THE SUPERIOR COURT
Laura A. Seigle / Judge

PROOF OF SERVICE

Case No. 22STCV03934

Gonzalez and Siemon v. Mrs. Gooch's Natural Food Markets, Inc.

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On September 17, 2024, I served the foregoing document described as:

[REVISED PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND APPLICATION FOR CLASS COUNSEL FEES, CLASS COUNSEL COSTS, SERVICE PAYMENT, AND FINAL JUDGMENT THEREON

 X

BY ELECTRONIC SERVICE: Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Meagan Koontz Drye, Esq.

Derek Havel, Esq.

Ian Michalak, Esq.

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Attorneys for Defendant Mrs. Gooch's Natural Food Markets, Inc. dba Whole Foods Market

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

Executed on this September 17, 2024, in Los Angeles, California.

NADIA CHAVEZ