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**CONFORMED COPY**  
**ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

**JUN 25 2021**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

YELTER CRUZ, LUIS RODRIGUEZ, NOE VISCARRA, PARANDZEM DONNA EREMIAN, individually, and on behalf of other members of the general public similarly situated; ARTURO SANCHEZ, EUGENIO RODRIGUEZ, MELODEE DAVIS, JAIME ERAZO, AMADEO ENRIGUE GOMEZ, 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; JAMES DUFF RYAN, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Case No.: BC670061

Honorable Maren E. Nelson  
Department SSC17

**CLASS ACTION**

**[PROPOSED] JUDGMENT**

Complaint Filed: July 26, 2017  
FAC Filed: March 28, 2018  
SAC Filed: July 9, 2018  
TAC Filed: November 5, 2020  
Trial Date: None Set

Plaintiffs,

vs.

GELSON'S MARKETS, a California corporation; ARDEN GROUP, INC., an unknown business entity. and DOES 1 through 100, inclusive,

Defendants.

1 The parties having settled the above-captioned action ("Action" or "Lawsuit") and the  
2 Court having entered its Order Granting Motion for Final Approval of Class Action Settlement  
3 on June 18, 2021 ("Final Approval Order"), granting the Motion for Final Approval of Class  
4 Action Settlement, Attorneys' Fees, Costs, and Enhancement Awards ("Motion for Final  
5 Approval") filed by Plaintiffs Yelter Cruz, Luis Rodriguez, Noe Viscarra, Parandzem Donna  
6 Eremian, Arturo Sanchez, Eugenio Rodriguez, Melodee Davis, Jaime Erazo, Amadeo Enrique  
7 Gomez, and James Duff Ryan (collectively, "Plaintiffs"), and good cause appearing, **IT IS**  
8 **HEREBY ORDERED, ADJUDICATED, AND DECREED THAT:**

9 1. Except as set forth in the Amended Stipulation of Class Action and PAGA  
10 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement") and the Final  
11 Approval Order, Plaintiffs and all Settlement Class Members, shall take nothing by their Third  
12 Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys  
13 General Act, California Labor Code § 2698, Et Seq. filed on November 5, 2020 in the Action  
14 ("Operative Complaint").

15 2. Each party shall bear its own attorneys' fees and costs, except as otherwise  
16 provided in the Settlement Agreement and Final Approval Order.

17 3. The deadline to opt out of the Settlement was January 18, 2021 and no Class  
18 Members submitted a Request for Exclusion seeking to opt out of the Settlement on or before the  
19 deadline. Thus, all Class Members (also referred to as "Settlement Class Members") are bound  
20 by the Settlement Agreement, Final Approval Order, and this Judgment.

21 4. Upon the Effective Date and full funding of the Maximum Settlement Amount by  
22 Gelson's Markets and Arden Group, Inc. (collectively, "Defendant" or "Defendants"), Plaintiffs  
23 and all Settlement Class Members are deemed to have given a release of any and all Released  
24 Class Claims against the Released Parties, and Plaintiffs and all Class Members are deemed to  
25 have given a release of any and all Released PAGA Claims against the Released Parties, as set  
26 forth in the Settlement Agreement and Class Notice.

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1           5.       The quoted terms have the meanings set forth below:

2           (a)     “Class” or “Class Member(s)” means the individuals described in  
3                   paragraph 1.2 of the Settlement Agreement and paragraph II.A (Lines 16-  
4                   18) of the Order Granting Preliminary Approval of Class Action  
5                   Settlement entered on October 29, 2020:

6                         All current and former hourly or non-exempt employees of  
7                         Defendants in California at any time during the period from July 26,  
8                         2013 through October 29, 2020

9           (b)     “Settlement Class Member(s)” means the following individuals described  
10                   in paragraph 3 above and paragraph 1.46 of the Settlement Agreement:

11                         All Class Members who did not timely and validly opt out of the  
12                         Settlement.

13           (c)     “Released Class Claims” means all of the claims described in paragraph  
14                   1.37 of the Settlement Agreement, as follows:

15                         Any and all California state and federal law wage and-hour claims,  
16                         rights, demands, liabilities, and/or causes of action of every nature and  
17                         description, arising from or related to any and all claims that were  
18                         asserted or could have been asserted based on the facts alleged in the  
19                         Operative Complaint on file with the court in the Lawsuit during the  
20                         Class Period, including, without limitation, statutory, constitutional,  
21                         contractual, and/or common law claims for wages, reimbursements,  
22                         damages, unpaid costs, penalties, liquidated damages, punitive  
23                         damages, interest, attorneys’ fees, litigation costs, restitution, or  
24                         equitable relief.

25           (d)     “Class Period” means the time period described in paragraph 1.7 of the  
26                   Settlement Agreement, as follows:

27                         July 26, 2013 through and including October 29, 2020.

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1 (e) "Released PAGA Claims" means all of the claims described in paragraph  
2 1.36 of the Settlement Agreement, as follows:

3 Any and all individual and representative claims that were alleged or  
4 could have been alleged against the Released Parties under California  
5 Labor Code section 2698, et seq. ("PAGA") based on the factual  
6 allegations contained in the PAGA notices and Operative Complaint  
7 on file with the court in this action during the PAGA Period, including  
8 but not limited to California Labor Code sections 201, 202, 203, 204,  
9 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,  
10 1197.1, 1198, 2800, 2802 and 2804, and IWC Wage Orders including,  
11 inter alia, Wage Orders 4-2001, 5-2001, 7-2001, and 9-2001, any  
12 resulting claim for attorneys' fees and costs under PAGA, and claims  
13 asserted or that could have been asserted in the *Ryan* Action based on  
14 the factual allegations contained in the operative complaint in that case  
15 during the PAGA Period.

16 (f) "PAGA Period" means the time period described in paragraphs 1.1, 1.19,  
17 and 1.30 of the Settlement Agreement, as follows:

18 July 26, 2016 through and including October 29, 2020.

19 (g) "Ryan Action" means the lawsuit described in paragraph 1.42 of the  
20 Settlement Agreement, as follows:

21 *James Ryan v. Gelson's Markets*, Orange County Superior Court, Case  
22 No. 30-2019-01051563-CU-OE-CXC, filed on February 14, 2019.

23 (h) "Released Parties" means all of the entities described in paragraph 1.28 of  
24 the Settlement Agreement, as follows:

25 Gelson's Markets and Arden Group, Inc., and all of their respective  
26 current and former parents, subsidiaries, predecessors and successors,  
27 and affiliated entities, and each of their respective officers, directors,  
28 employees, partners, shareholders, and agents, and any other  
successors, assigns, or legal representatives.

6. After entry of this Judgment, pursuant to California Rules of Court, Rule  
3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the  
Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement  
benefits, and to supervise and adjudicate any dispute arising from or in connection with the

1 distribution of settlement benefits.

2 7. This Judgment is intended to be a final disposition of the Action in its entirety and  
3 is intended to be immediately appealable.

4 8. Notice of entry of the Final Approval Order and this Judgment shall be given to  
5 the Settlement Class Members by posting a copy of the Final Approval Order and Judgment on  
6 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the  
7 date of entry of this Final Approval Order and Judgment. Individualized notice is not required.  
8

9 **APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:**

10  
11 Dated: June 21, 2021

/s/ Chris A. Jalian

12 Chris A. Jalian, Esq.  
13 PAUL HASTINGS, LLP  
Attorneys for Defendants

14 **THE ABOVE IS HEREBY ORDERED, ADJUDICATED, AND DECREED BY THE**  
15 **COURT.**

16  
17 Dated: 6/25/2021

MAREN E. NELSON

18 Hon. Maren E. Nelson  
19 Judge of the Superior Court  
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**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 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On June 21, 2021, I served the foregoing document(s) described as: **[PROPOSED] JUDGMENT** on interested parties in this action by Electronic Service as follows:

Leslie L. Abbott ([leslieabbott@paulhastings.com](mailto:leslieabbott@paulhastings.com))  
Valerie M. Marek ([valeriemarek@paulhastings.com](mailto:valeriemarek@paulhastings.com))  
Chris Jalian ([chrisjalian@paulhastings.com](mailto:chrisjalian@paulhastings.com))

**PAUL HASTINGS LLP**

515 South Flower Street, 25<sup>th</sup> Floor  
Los Angeles, California 90071-2228

Attorneys for Defendant Gelson's Markets

**[X] BY ELECTRONIC SERVICE**

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the individual(s) listed above.

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.

**[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 June 21, 2021, at Glendale, California.

  
Manuel Martinez