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**FILED**  
Superior Court of California  
County of Los Angeles  
08/23/2023

David W. Slayton, Executive Officer / Clerk of Court  
By:                     A. He                     Deputy

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

LUIS FIGUEROA, on behalf of himself, all others )  
similarly situated, and on behalf of the general )  
public, )

Plaintiff, )

v. )

THRIFTY PAYLESS, INC. and DOES 1-100, )

Defendants. )

Case No.: 19STCV26348

~~PROPOSED~~ JUDGMENT

Judge: Honorable Stuart M. Rice

Dept.: 1

Filed: July 29, 2019

Trial: None Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Court, having granted final approval of the Class Action and Private Attorneys General Act  
3 Settlement Agreement and Release (the “Agreement” or “Settlement Agreement”), as set forth in the  
4 Court’s August 23, 2023, Order Granting Plaintiff Luis Figueroa’s Motion for Final Approval of Class  
5 and PAGA Settlement, Attorneys’ Fees and Costs, Service Award Payment, Administration Costs,  
6 LWDA Payment, and Entering of Final Judgment (the “Final Approval Order”),

7 **HEREBY ORDERS, ADJUDGES AND DECREES** that this document shall constitute a  
8 Judgment for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769(h), and 8.104  
9 California Rules of Court. Judgment in this matter is entered in accordance with the findings made in the  
10 Final Approval Order and the Settlement Agreement, which are incorporated herein by this reference as  
11 though set forth in full. Unless otherwise provided herein, all capitalized terms used herein shall have  
12 the same meaning as defined in the Settlement Agreement. The Court further directs as follows:

- 13 1. Unless otherwise defined differently in this Order, all capitalized terms used in this  
14 Order have the same meaning as they are specifically defined in the Settlement  
15 Agreement.
- 16 2. Plaintiff/Class Representative and all Class Members shall take nothing from Defendant  
17 except as expressly set forth in the Settlement Agreement filed on January 30, 2023, in  
18 conjunction with Plaintiff’s Motion for Preliminary Approval of the Class Action  
19 Settlement.
- 20 3. Within thirty (30) calendar days following the entry of a Judgment finally approving the  
21 Settlement Agreement, Defendant Thrifty Payless, Inc. (“Defendant”) is ordered to  
22 deliver to the Settlement Administrator the Gross Settlement Amount of \$800,000,  
23 which shall be deposited by the Settlement Administrator into the account established by  
24 the Settlement Administrator for administration of the Settlement Agreement.
- 25 4. Within ten (10) business days after Defendants’ delivery of the Gross Settlement  
26 Amount, the Settlement Administrator shall issue payment in accordance with the  
27 Court’s Final Approval Order and as set forth below.
- 28 5. Attorneys’ fees in the amount of \$264,000 are to be paid to Mara Law Firm, PC (“Class

1 Counsel”) from the Gross Settlement Amount for the work done and to be done until the  
2 completion of this matter.

3 6. Attorneys’ litigation costs in the amount of \$14,931.59 are to be paid to Class Counsel  
4 from the Gross Settlement Amount for actual and necessary costs incurred.

5 7. The Settlement Administrator, Phoenix Settlement Administrators, shall issue itself a  
6 payment of \$7,500, from the Gross Settlement Amount for its work done and to be done  
7 until the completion of its administration of the Settlement Agreement.

8 8. Plaintiff is hereby approved as the Class Representative and shall receive a Service  
9 Payment Award in the sum of ~~\$10,000, with no deductions.~~ <sup>Ä Æ €€</sup>

10 9. The employer-side payroll taxes associated with the portion of the settlement attributed  
11 to wages shall be paid by Defendant separate and apart from the Gross Settlement  
12 Amount.

13 10. The remaining Net Settlement Amount shall be distributed by the Settlement  
14 Administrator to the Participating Class Members in the manner specified in the  
15 Settlement Agreement.

16 11. This Judgment is final and binding on Participating Class Members.

17 12. By operation of this Judgment, Participating Class Members fully release and discharge  
18 Defendant and the Released Parties from any and all claims, debts, liabilities, demands,  
19 claims for restitution or injunctive relief, obligations, guarantees, costs, expenses,  
20 attorneys’ fees, damages, liquidated damages, penalties, interest, actions, causes of  
21 action and any other relief (of whatever kind or nature, whether known or unknown),  
22 from July 29, 2015, through December 31, 2022, that were or reasonably could have  
23 been alleged based on the claims, facts and/or allegations contained in the operative  
24 complaint, including *inter alia*: (1) failure to pay all straight time wages; (2) failure to  
25 pay all overtime wages; (3) failure to provide meal periods and/or pay premiums; (4)  
26 failure to authorize and permit rest periods and/or pay premiums; (5) knowing and  
27 intentional failure to comply with itemized employee wage statement provisions; (6)  
28 failure to pay all wages due at the time of termination of employment; (7) violation of

1 unfair competition law; and (8) failure to pay vacation time. This includes but is not  
2 limited to claims for violations of California Labor Code sections 201, 202, 203, 204,  
3 218, 218.5, 222, 223, 224, 226, 226(a), 226.3, 226.7, 227.3, 246, 247.5, 248.5, 510, 512,  
4 515, 558, 1174, 1175, 1194, 1194.2, 1197, 1197.1; 1198.5, 2699, 2699.3 and 2699.5; all  
5 provisions of the California Industrial Welfare Commission Wage Orders that provide  
6 the same protection(s) as the statutes and regulations listed immediately above including  
7 without limitation California Code of Regulations Title 8 sections 11010, 11040, 11070,  
8 11090, and 3395; California Business and Professions Code section 17200 *et seq*,  
9 inclusive of sections 17202, 17203 and 17204; and any other claims under any state or  
10 federal law that could be based on alleged facts arising from the nine foregoing causes of  
11 action in the First Amended Complaint.

12 13. This Judgment is final and binding on PAGA Aggrieved Employees.

13 14. By operation of this Judgment, PAGA Aggrieved Employees release and discharge  
14 Defendant and the Released Parties from any and all claims from March 12, 2017,  
15 through December 31, 2022, that were or reasonably could have been alleged based on  
16 the claims, facts and/or allegations that were both contained in the PAGA Letter and  
17 alleged in the operative complaint.

18 15. The Court hereby approves and orders that the checks for individual settlement  
19 payments mailed to Participating Class Members will remain negotiable for 180 days. If  
20 an envelope mailed to a Settlement Class Member is returned with no forwarding  
21 address or the checks are not cashed within 180 days of mailing, then the funds  
22 represented by checks returned as undeliverable and those checks remaining un-cashed  
23 for more than 180 days after issuance will be sent to the State of California Unclaimed  
24 Property Fund in the name of that Class Member, to be held by the State Controller's  
25 Office for the benefit of those Class Members until such time as they claim their  
26 property, as allowed by law.



27 16. The Parties will comply with CRC Rule 3.771(b), by posting a copy of this Order and  
28 Judgment on the Settlement Administrator's website.

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17. The Court, pursuant to California Rule of Court 3.769(h), retains continuing jurisdiction as to all matters relating to the administration and consummation of the settlement as provided in the Settlement Agreement and all other matters covered in this Judgment.

**IT IS SO ORDERED.**

Dated: CE \* ~ • AGH, 2023

By    
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Stuart M. Rice, Judge  
Honorable Stuart M. Rice  
Los Angeles Superior Court Judge