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OCT 18 2023

Filed _____
STEPHANIE BOHRER, CLERK

By ALICIA LIECHTY
DEPUTY

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

MATILDE MURILLO, individually, and on
behalf of other members of the general public
similarly situated; VALERIE CANTU,
individually, and on behalf of other members
of the general public similarly situated,

Plaintiffs,

vs.

S&D TARR PITT LLC DBA MANTECA
GROCERY OUTLET, California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2018-0009490

Honorable George J. Abdallah
Department 10A

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: October 17, 2023
Time: 9:00 a.m.
Department: 10A

Complaint Filed: August 8, 2018
FAC Filed: February 22, 2019
Trial Date: None Set

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

FILE BY FAX

SEP 20 2023

1 This matter has come before the Honorable Geroqe J. Abdallah in Department 10A of the
2 San Joaquin County Superior Court, located at Stockton Courthouse, on October 17, 2023 at 9:00
3 a.m. for Plaintiffs' Motion for Final Approval of Class Action Settlement, Attorneys' Fees and
4 Costs, and Enhancement Awards ("Motion for Final Approval"). Lawyers *for* Justice, PC
5 appeared on behalf of Plaintiffs Matilde Murillo and Valerie Cantu (together, the "Plaintiffs"),
6 individually and as Class Representatives, and Fisher & Phillips LLP appeared on behalf of
7 Defendant S&D Tarr Pitt LLC, dba Manteca Grocery Outlet ("Defendant").

8 On June 23, 2023, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
10 of the above-entitled action ("Action") in accordance with the Class Action Settlement Agreement
11 ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the exhibits
12 annexed thereto, set forth the terms and conditions for settlement of the Action.

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

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

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All current and former hourly-paid or non-exempt individuals employed by
26 Defendant within the State of California at any time during the time period
27 between August 2, 2014, and September 10, 2019 ("Settlement Class" or
28 "Settlement Class Members").

1 4. The Notice of Class Action and Proposed Settlement ("Class Notice") that was
2 provided to the Settlement Class Members, fully and accurately informed the Settlement Class
3 Members of all material elements of the Settlement and of their opportunity to participate in, object
4 to or comment thereon, or to seek exclusion from, the Settlement; was the best notice practicable
5 under the circumstances; was valid, due, and sufficient notice to all Settlement Class Members;
6 and complied fully with the laws of the State of California, the United States Constitution, due
7 process and other applicable law. The Class Notice fairly and adequately described the Settlement
8 and provided the Settlement Class Members with adequate instructions and a variety of means to
9 obtain additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
12 specifically, the Court finds that the Settlement was reached following meaningful discovery and
13 investigation conducted by Lawyers *for* Justice, PC ("Class Counsel"); that the Settlement is the
14 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
15 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
16 Court has considered all of the evidence presented, including evidence regarding the strength of
17 Plaintiffs' claims; the risk, expense, and complexity of the claims presented; the likely duration of
18 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
19 completed; and the experience and views of Class Counsel. The Court has further considered the
20 absence of objections to and requests for exclusion from the Settlement submitted by Settlement
21 Class Members. Accordingly, the Court hereby directs that the Settlement be affected in
22 accordance with the Settlement Agreement and the following terms and conditions.

23 6. A full opportunity has been afforded to the Settlement Class Members to participate
24 in the Final Approval Hearing, and all Settlement Class Members and other persons wishing to be
25 heard have been heard. The Settlement Class Members also have had a full and fair opportunity
26 to exclude themselves from the Settlement. Accordingly, the Court determines that all Settlement
27 Class Members who did not timely and validly opt out of the Settlement ("Participating Class
28 Member") are bound by this Final Approval Order and Judgment.

1 7. The Court finds that payment of settlement administration costs in the amount of
2 \$6,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Phoenix Settlement Administrators shall issue payment to itself in the amount of
5 \$6,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

6 8. The Court finds that the enhancement awards sought are fair and reasonable for the
7 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
8 Administrator issue payments in the amount of \$7,500.00 each to Plaintiffs Matilde Murillo and
9 Valerie Cantu, for a total of \$15,000, for their enhancement awards, according to the terms and
10 methodology set forth in the Settlement Agreement.

11 9. The Court finds that the request for attorneys' fees in the amount of \$64,750.00 to
12 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
13 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
14 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
15 amount of \$64,750.00 to Class Counsel for attorneys' fees, in accordance with the terms and
16 methodology set forth in the Settlement Agreement.

17 10. The Court finds that reimbursement of litigation costs and expenses in the amount
18 of \$12,981.52 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
19 Settlement Administrator issue payment in the amount of \$12,981.52 to Class Counsel for
20 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
21 forth in the Settlement Agreement.

22 11. The Court hereby enters Judgment by which Participating Class Members shall be
23 conclusively determined to have given a release of any and all Released Claims against the
24 Released Parties, as set forth in the Settlement Agreement and Class Notice.

25 12. It is hereby ordered that Defendant shall deposit the Settlement Sum, in the amount
26 of \$185,000.00, into an account established by the Settlement Administrator no later than fourteen
27 (14) days after the entry of this Effective Date order.

1 13. It is hereby ordered that the Settlement Administrator shall provide the parties the
2 final calculations of settlement payments to Participating Class Members no later than seven (7)
3 calendar days after the Administrator receives payment of the Settlement Sum.

4 14. It is hereby ordered that the Settlement Administrator mail to Participating Class
5 Members their *pro-rata* share of the Net Settlement Amount, within seven (7) calendar days after
6 the final calculations are distributed by the Administrator and upon approval by the parties of the
7 final distribution amounts, according to the methodology and terms set forth in the Settlement
8 Agreement.

9 15. It is hereby ordered that the Settlement Administrator shall distribute the attorneys'
10 fees and costs to Class Counsel, the enhancement awards to Plaintiffs, and the settlement
11 administration costs to the Administrator, within seven (7) calendar days after the final calculations
12 are distributed by the Administrator, according to the methodology and terms set forth in the
13 Settlement Agreement.

14 16. Each check issued to a Participating Class Member for his or her share of the Net
15 Settlement Amount shall be valid for a period of one hundred and twenty (120) days from the date
16 of issuance of the check, and after this time period, the check(s) shall be cancelled. The funds
17 associated with checks issued to Participating Class Members that have not been cashed or
18 deposited within the 120-day period will be paid out in accordance with California Code of Civil
19 Procedure section 384(b) to the Voluntary Legal Services Program – Employment Law Clinic
20 located in Sacramento, California as the designated *cy pres* beneficiary within one hundred thirty
21 (130) calendar days after the Administrator mails Participating Class Members their pro-rata share
22 of the Net Settlement Amount and after the Court enters an order approving the Parties' stipulation
23 to amend the judgment.

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

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

5
6 OCT 18 2023
7 Dated: _____

GEORGE J. ABDALLAH, JR.

HONORABLE GEORGE J. ABDALLAH
JUDGE OF THE SUPERIOR COURT