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Attorneys for Plaintiffs,
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
COUNTY 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,

Plaintiffs,

vs.

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

Defendant.

FILED
Superior Court of California
County of Los Angeles
05/01/2024

David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

) Case No.: 22STCV03934
) Assigned to Hon. Laura A. Seigle
) Dept. 17

**[PROPOSED] REVISED ORDER
GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL**

1 The Court has before it the Motion for Preliminary Approval brought by Plaintiffs
2 GENESIS GONZALEZ and GERRY SIEMON (“Plaintiffs”). After reviewing the Motion for
3 Preliminary Approval and the Revised Class Action and PAGA Settlement Agreement and Class
4 Notice (“Settlement Agreement”) between Plaintiffs and Defendant MRS. GOOCHS NATURAL
5 FOOD MARKETS, INC. (“Defendant”) and filed with the Court, having issued a tentative ruling,
6 and having the Parties revise and resubmit a revised Settlement Agreement consistent with the
7 Court’s tentative, and good cause appearing therefor, the Court hereby finds and orders as follows:

8 1. The Court finds on a preliminary basis that the Settlement memorialized in the
9 Settlement Agreement appears to be fair, adequate, and reasonable, and therefore meets the
10 requirements for preliminary approval.

11 2. The Court conditionally certifies for settlement purposes only the following class:

12
13 All persons employed in California by Defendant as hourly non-exempt
14 employees who worked during the Class Period and received sick pay in the
15 same pay period they received remuneration in addition to their base hourly
16 pay, such as shift differentials, hazard pay, or non-discretionary bonuses
17 from February 1, 2018, through the Preliminary Approval Order Date.

18
19 3. The Court finds, for purposes of settlement only, that the Class meets the
20 requirements for certification under Section 382 of the California Code of Civil Procedure in that:
21 (1) the Class is so numerous that joinder is impracticable; (2) there are questions of law and fact
22 that are common, or of general interest, to all Settlement Class Members, which predominate over
23 individual issues; (3) the named Plaintiffs’ claims are typical of the claims of the Class; (4) the
24 named Plaintiffs and Plaintiffs’ counsel will fairly and adequately protect the interests of the Class;
25 and (5) a class action is superior to other available methods for the fair and efficient adjudication
26 of the controversy.
27
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1 4. The Court appoints for settlement purposes only Plaintiffs GENESIS GONZALEZ
2 and GERRY SIEMON as Class Representative. An enhancement award of \$10,000 to each
3 Plaintiff (a total of \$20,000) is conditionally approved and will be determined at final approval.

4 5. The Court appoints for settlement purposes only Koul Law Firm, APC, and
5 Majarian Law Group, APC, as Class Counsel. The proposed payment to Class Counsel for
6 reasonable attorneys' fees is an amount not to exceed thirty-three and one-third percent (33.33%)
7 of the Gross Settlement Amount (\$333,300), which will be determined at final approval. The
8 proposed payment to Class Counsel for Litigation Costs in the amount not to exceed \$25,000 is
9 conditionally approved and will be determined at final approval.

10 6. The Court appoints CPT Group, Inc. as the Settlement Administrator. The proposed
11 payment of the Settlement Administration Costs in an amount not to exceed \$32,500 to CPT for
12 its services is conditionally approved and will be determined at final approval.

13 7. The Parties are ordered to carry out the Settlement according to the terms of the
14 Settlement Agreement.

15 8. The Court orders the following implementation schedule:

16 a. Deadline for Defendant to submit Class Data to the Settlement Administrator:
17 within twenty-eight (28) days after entry of the Preliminary Approval Order;

18 b. Deadline for Settlement Administrator to mail the Notice to Class Members: Within
19 seven (7) days of receiving Class Data from Defendant;

20 c. Deadline for Class Members to postmark written objections, challenges to Class
21 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion (Opt-Out) related to the
22 Settlement: Within forty-five (45) days for initial mailing of Notice Packet; to be extended by
23 fourteen (14) days for re-mailing;

24 d. Deadline for serving and filing Motion for Final Approval and Attorneys' Fees,
25 Cost Award and Class Representative Enhancement Payment: Sixteen (16) court days before Final
26 Approval Hearing in conformity with Code of Civil Procedure section 1005;

27 e. Final Approval Hearing: UN PAGE, 2024 at JKEE a.m./~~p.m.~~
28

1 9. The Court approves as to form and content the Notice as to the Settlement
2 Agreement of the proposed Settlement, which advises Class Members and PAGA Aggrieved
3 Employees of the Settlement terms, the preliminary approval of the Settlement, and the scheduling
4 of the Final Approval Hearing.

5 10. The Court finds that the timing for the mailing and distribution of the Notice meet
6 the requirements of due process, provide the best notice practicable under the circumstances, and
7 constitute due and sufficient notice to all persons entitled thereto. The Court directs the mailing
8 of the Notice to all identified Class Members in accordance with the Settlement Agreement.

9 11. The Notice is hereby found to be the best means practicable of providing notice
10 under the circumstances, and, when completed, shall constitute due and sufficient notice of the
11 class and representative action, proposed Settlement, and the Final Approval Hearing to all persons
12 affected by and/or authorized to participate in the Settlement, in full compliance with due process
13 and the notice requirements of California Code of Civil Procedure section 877.6.

14 12. The Court retains jurisdiction to consider all further applications arising out of or
15 in connection with the Settlement.

16 13. If the Settlement does not become effective in accordance with the terms of the
17 Settlement Agreement, or if the Settlement is not finally approved, or is terminated, canceled, or
18 fails to become effective for any reason, this Order shall be rendered null and void and shall be
19 vacated.
20

21 IT IS SO ORDERED.

22
23 Dated: 05/01/2024



Laura Seigle

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

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PROOF OF SERVICE

Case No. 22STCV03934

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

I, IVETTE HERNANDEZ 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 April 30, 2024, I served the foregoing document described as:

[PROPOSED] REVISED ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL

 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.
Matthew Tobias, 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 April 30, 2024, in Los Angeles, California.



IVETTE HERNANDEZ