

1 Michael Nourmand, Esq. (SBN 198439)
James A. De Sario, Esq. (SBN 262552)
2 **THE NOURMAND LAW FIRM, APC**
8822 West Olympic Boulevard
3 Beverly Hills, California 90211
Telephone: (310) 553-3600
4 Facsimile: (310) 553-3603

5 Attorneys for Plaintiff,
GISELLE CONTRERAS, on behalf of herself
6 and all others similarly situated

7 [Additional counsel on following page]

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

10
11 GISELLE CONTRERAS, on behalf of herself
and all others similarly situated,

12
13 Plaintiffs,

14 v.

15 RALPHS GROCERY COMPANY, an Ohio
16 corporation; and DOES 1 through 100, Inclusive

17 Defendants

CASE NO.: 19STCV25576

[Assigned for All Purposes to Hon. Kenneth R.
Freeman - Dept. 14]

~~PROPOSED~~ **ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARDS**

DATE: July 30, 2024
TIME: 11:00 a.m.
DEPT: 14

Electronically Received 06/28/2024 06:05 PM

1 **ACKERMANN & TILAJEF, P.C.**

Craig J. Ackermann, CA Bar No. 229832

2 cja@ackermanntilajef.com

315 South Beverly Drive, Suite 504

3 Beverly Hills, California 90212

4 Phone: (310) 277-0614

5 Fax: (310) 277-0635

6 **MELMED LAW GROUP P.C.**

Jonathan Melmed, Esq. CA Bar No. 290218

7 jm@melmed law.com

1801 Century Park East, Suite 850

8 Los Angeles, California 90067

9 Phone: (310) 824-3828

10 Fax: (310) 862-6851

11 Raul Perez, Esq. (SBN 174687)

12 Capstone Law APC

13 1875 Century Park East, Suite 1000

14 Los Angeles, California 90067

15 Telephone: (310) 556-4811

16 Facsimile: (310) 943-0396

17 Capstone Law APC

18 **GRAHAMHOLLIS APC**

19 Graham S.P. Hollis (SBN 120577)

20 ghollis@grahamhollis.com

21 Hali M. Anderson (SBN 261816)

22 handerson@grahamhollis.com

23 Allison E. Schubert (SBN 339991)

24 aschubert@grahamhollis.com

25 3555 Fifth Avenue, Suite 200

26 San Diego, California 92103

27 Telephone: 619.692.0800

28 Facsimile: 619.692.0822

SANFORD A. KASSEL (SBN 100681)

GAVIN P. KASSEL (SBN 284666)

SANFORD A. KASSEL, *A Professional Law Corporation*

334 West Third Street, Suite 207

San Bernardino, CA 92401

Tel: (909) 884-6451

Fax: (909) 884-8032

Email: office@skassellaw.com

Attorneys for Plaintiffs, the Class, the LWDA, and the Aggrieved Employees

1 This matter having come before the Court for the final fairness hearing of the class and
2 representative action settlement between Plaintiffs Giselle Contreras Angela McCorkle, Amy
3 Rodriguez, Tiffany Bechere, Amber Barba, Monica Smith, and Susan E. Kawai-Way (“Plaintiffs”)
4 and Defendant Ralphs Grocery Company (“Defendant”) upon the terms set forth in the Amended
5 Class and PAGA Action Settlement Agreement and Release (“Settlement Agreement”) submitted in
6 support of Motion for Preliminary Approval of Class Settlement; and due and adequate notice having
7 been given to the Class Members as required in Preliminary Approval Order and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and good
9 cause appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class Action Settlement, Enhancement Awards
12 and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

15 3. This Court has jurisdiction over the subject matter of this litigation and over all
16 Parties to this litigation, including all Class Members.

17 4. Distribution of the Notice of Class Action Settlement (“Class Notice”) directed to the
18 Class Members as set forth in the Settlement Agreement and the other matters set forth herein have
19 been completed in conformity with the Preliminary Approval Order, including individual notice to all
20 Class Members who could be identified through reasonable effort, and was the best notice practicable
21 under the circumstances. This Class Notice provided due and adequate notice of the proceedings and
22 of the matters set forth therein, including the proposed class settlement set forth in the Settlement
23 Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the
24 requirement of due process.

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1 5. Twenty-Eight Class Members, Diane E. Aguayo, Cody Reschke, Kathleen Louise
2 Arispe, Kirsten A. Martin, Juana Prentice, Manuel Covarrubias, Suzanne Bronson, Pamela Brewer,
3 Eva M. Sanchez Alvarez, Nate S. Steel, Thomas Randolph Orbach, Elizabeth Morales, Hector
4 Guerrero, Anthony M. Lee, Jeffrey Scott Donaldson, Christina Williams, Joseph L. Campbell, Raquel
5 Taylor Cardosa, Wayland Ong, Lisa M. Smith, Chandra R. Bond, David Michael Aaron, Mynor
6 Valenzuela, Kelsey Shields, Angie Covarrubias, Adrien A. Mojica, Vanessa Ann Brown and Caroline
7 S. Sanchez, opted-out of the settlement. No Class Member objected to the settlement.
8

9 6. The Court further finds that the settlement is fair, reasonable and adequate and that
10 plaintiffs have satisfied the standards and applicable requirements for final approval of class action
11 settlement under California law, including the provisions of California Code of Civil Procedure §382
12 and Federal Rules of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
13 *Superior Court* (1971) 4 Cal.3d 800, 821.
14

15 7. This Court hereby approves the class and PAGA settlement set forth in the Settlement
16 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs the
17 parties to effectuate the settlement according to its terms. The Court finds that the settlement has been
18 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further
19 finds that the parties have conducted extensive and costly investigation and research and counsel for
20 the parties are able to reasonably evaluate their respective positions. The Court also finds that
21 settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that
22 would be presented by the further prosecution of the action. The Court has noted the significant
23 benefits to the Class Members and PAGA Members under the settlement. The Court also finds that
24 the class is properly certified as a class for settlement purposes only.
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1 8. For settlement purposes only, the Court certifies the following class: All current and
2 former non-exempt hourly employees of Defendant working in Ralphs division stores in the State of
3 California at any time during the period of from July 23, 2015 to March 9, 2022.

4 9. For settlement purposes, PAGA Members are defined as: Ralphs PAGA Members: All
5 current and former non-exempt hourly employees of Defendant working in Ralphs division stores in
6 the State of California at any time during the period from November 9, 2013 to March 9, 2022; and
7 Food 4 Less PAGA Members: All current and former non-exempt hourly employees of Defendant
8 working in Food 4Less/Foods Co division stores in the State of California at any time during the
9 period from April 22, 2017 to March 9, 2022.

10 10. Class Members, except those that have submitted a valid and timely request to be
11 excluded from the Settlement Agreement, release Defendant, Food 4 Less of California, Inc., The
12 Kroger Co., and each of their respective past or present officers, directors, shareholders, partners (both
13 general and limited), employees, agents, principals, heirs, representatives, accountants, auditors,
14 consultants, insurers, reinsurers; and their respective successors and predecessors in interest, assigns,
15 subsidiaries, affiliates, divisions, parents, and attorneys, if any, and any other individual or entity
16 which could be liable for any of the Released Class Claims and/or Released PAGA Claims (“Released
17 Parties”) from all claims, rights, demands, debts, liabilities, obligations, damages, and actions or
18 causes of action, whether known or unknown, that: were alleged in the complaints in the Actions
19 (including the Consolidated Amended Complaint) or PAGA Notices (including any amended PAGA
20 notices); or were reasonably arising from, or related to, the same set of operative facts alleged in the
21 complaints in the Actions (including the Consolidated Amended Complaint) or PAGA Notices
22 (including any amended PAGA notices); or could reasonably have been alleged against any of the
23 Released Parties based on the facts alleged in any of the complaints in the Actions or PAGA Notices
24 (including the Consolidated Amended Complaint and any amended PAGA notices) or based on any
25 Released Parties based on the facts alleged in any of the complaints in the Actions or PAGA Notices
26 (including the Consolidated Amended Complaint and any amended PAGA notices) or based on any
27 Released Parties based on the facts alleged in any of the complaints in the Actions or PAGA Notices
28 (including the Consolidated Amended Complaint and any amended PAGA notices) or based on any

1 facts discovered in the course of litigation, including (without limitation): (i) all claims for unpaid
2 minimum wages (Labor Code §§ 225.5, 1174, 1174.5, 1182.11, 1182.12, 1193.6, 1194, 1194.2, 1197,
3 and 1197.1); (ii) all claims for unpaid overtime (Labor Code §§ 510, 1194, 1198, and 1199 and Civil
4 Code § 3287); (iii) all claims for meal period violations (Labor Code §§ 226.7, 512, and 1198 and
5 Civil Code § 3287); (iv) all claims for rest period violations (Labor Code §§ 226.7 and 1198 and Civil
6 Code § 3287); (v) all claims for the failure to timely pay wages upon termination (Labor Code §§
7 200, 201, 202, 203, 218, 218.5, 218.6, 1194.2, and 1199 and Civil Code § 3287); (vii) all claims for
8 wage statement violations (Labor Code §§ 226, 226.3, and 226.7); (viii) all claims for failure to
9 reimburse for necessary business expenses (Labor Code § 2802); (ix) all claims for the failure to
10 timely pay wages (Labor Code §§ 204 and 210); (x) all claims for failure to pay reporting time pay
11 (Labor Code § 1198); (xi) all claims for failure to pay split shift premiums (Labor Code § 1198); (xii)
12 all claims asserted through California Business & Professions Code sections 17200, *et seq.* based on
13 the alleged Labor Code violations; (xiii) all claims under the Wage Orders based on the preceding
14 claims; (xiv) all claims under Code of Civil Procedure section 1021.5; and (xv) all claims for interest,
15 costs, and attorneys' fees. This release shall extend to all such Released Class Claims that accrued at
16 any time during the Class Period. Expressly excluded from the Released Class Claims are claims for
17 wages in Workers' Compensation and Unemployment Insurance benefits cases, and claims for
18 benefits under the Employee Retirement Income Security Act of 1974 (ERISA) ("Released Class
19 Claims").
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23 11. PAGA Members release Released Parties from any and all claims for civil penalties
24 under PAGA based on the Labor Code violations alleged or that could reasonably have been alleged in
25 each and every PAGA Notice sent by each Plaintiff to the LWDA based on the facts alleged therein or
26 based on any facts discovered in the course of the litigation in each of the Actions, including (without
27 limitation) Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 225.5, 226 ,
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1 226.3, 226.7, 246, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1193.6, 1194, 1194.2,
2 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2800, and 2802, as well as all facts, theories, or claims for
3 civil penalties that would be considered administratively exhausted under applicable law by the PAGA
4 Notices Plaintiffs sent the LWDA (“Released PAGA Claims”).

5 12. Nothing contained in the class action and PAGA settlement set forth in the Settlement
6 Agreement, nor is this Order a finding of liability of any of the claims or allegations asserted in the Actions or
7 of any wrongdoing by Defendant or any of the other Released Parties. Furthermore, neither this Order, the
8 Settlement Agreement nor any document referred to herein, nor any action taken to carry out this settlement
9 shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
10 Defendant or any of the Released Parties. Each of the parties has entered into this Settlement Agreement with
11 the intention to avoid further disputes and litigation, and the attendant inconvenience and expense. This
12 Settlement Agreement shall be inadmissible in evidence in any action or proceeding, except an action or
13 proceeding to approve, interpret, or enforce its terms.
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16 13. The Court finds that the “Gross Settlement Amount” in the amount of \$13,985,000,
17 Court approved attorneys’ fees and costs, the settlement administration costs, the class representatives’
18 enhancement payments, PAGA Settlement Amount, and Net Settlement Fund, the methodology used
19 to calculate and pay each Participating Class Member’s and PAGA Member’s respective shares of the
20 Class Fund and PAGA Fund, are fair and reasonable, and authorizes the Settlement Administrator to
21 remit these payments in accordance with the terms of the Settlement Agreement. Defendant shall fund
22 the employer’s share of payroll taxes in addition to the Gross Settlement Amount. The payment of the
23 settlement funds by Defendant will be made as set forth in the Settlement Agreement.
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25 14. The Court finds that the Settlement Agreement meets all of the requirements for
26 approval of a settlement under PAGA, including the notice of Settlement having been properly
27 provided to the California Labor and Workforce Development Agency (“LWDA”). The Court finds
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1 that the LWDA has not objected to, and is deemed to have approved the terms of the Settlement
2 Agreement. The Court finds and determines that the PAGA Settlement Amount to be paid to the
3 LWDA and PAGA Members in the amount of \$4,411,666.51 is fair and reasonable. The Court hereby
4 gives final approval and orders Seventy-Five Percent (75%) of the PAGA Settlement Amount in the
5 amount of \$3,308,749.88 to be paid by the Settlement Administrator directly to the LWDA in
6 accordance with the terms of the Settlement Agreement and the remaining Twenty-Five Percent (25%)
7 of the PAGA Settlement Amount in the amount of \$1,102,916.63 to be disbursed by the Settlement
8 Administrator to PAGA Members in accordance with the terms of the Settlement Agreement.
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10 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of
11 \$4,661,667 which is approximately one-third of the Gross Settlement Amount and to be deducted
12 therefrom which will be distributed as follows: 12.03125% to Ackermann & Tilajef, P.C.; 12.03125%
13 to Melmed Law Group, P.C.; 24.0625% to The Nourmand Law Firm, APC; 24.0625% to Capstone
14 Law APC; 24.0625% to GrahamHollis APC; and 3.75% to Sanford A. Kassell, APLC. In addition,
15 the Court awards Class Counsel reimbursement of their costs of \$147,310.97 to be deducted from the
16 Gross Settlement Amount and distributed as follows: \$36,047.789 to Ackermann & Tilajef, P.C.;
17 \$27,734.65 to Melmed Law Group, P.C.; \$17,644.03 to The Nourmand Law Firm, APC; \$14,651.93
18 to Capstone Law APC; \$45,539.80 to GrahmHollis APC; and \$5,692.78 to Sanford A. Kassell, APLC.
19 Attorneys' fees and costs will be paid by the settlement administrator from the Gross Settlement
20 Amount as set forth in the Settlement Agreement.
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23 16. The Court hereby approves an enhancement fee of \$15,000 each to Giselle Contreras,
24 Angela McCorkle, Amy Rodriguez, Tiffany Bechere, Monica Smith, and Susan E. Kawai-Way and
25 \$5,000 for Amber Barba for a total of \$95,000 in enhancement awards. Payment for the enhancement
26 fees will be paid by the settlement administrator from the Gross Settlement Amount as set forth in the
27 Settlement Agreement.
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1 17. The Court hereby approves the settlement administrator's fees and cost in the amount
2 of \$220,000. The settlement administrator, CPT Group, Inc., shall be paid the cost of administration
3 of the settlement from the Gross Settlement Amount.

4 18. The Court approves the named plaintiffs, Giselle Contreras, Angela McCorkle, Amy
5 Rodriguez, Tiffany Bechere, Monica Smith, Susan E. Kawai-Way and Amber Barba as class
6 representatives.

7 19. The Court approves The Nourmand Law Firm, APC, GrahamHollis APC, Ackermann
8 & Tilajef, P.C., Melmed Law Group P.C., Capstone Law APC, and Sanford A. Kassel, APLC as class
9 counsel.
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11 20. The Court approves CPT Group, Inc. as the settlement administrator.

12 21. Upon completion of administration of the settlement, the settlement administrator shall
13 execute a declaration with a final reporting with respect to the final distribution and payment of the
14 individual settlement payments to participating Class Members and PAGA Members. A non-
15 appearance case review regarding the status of the declaration from the settlement administrator is set
16 for ~~€ BEGDEG~~ 2024 at ~~1 €€~~ a.m./p.m. in Department 14 of the above-entitled Court.
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18 22. The Court finds that class and PAGA settlement on the terms set forth in the
19 Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate
20 compromise of the released claims against Defendant.

21 23. The Court finds the class and PAGA settlement on the terms set forth in the
22 Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate
23 compromise of the released claims against Defendant. Without affecting the finality of the Judgment
24 in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation
25 and enforcement of the settlement and all orders and judgments entered in connection therewith.
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1 24. Class Counsel shall submit a copy of the Final Order and Judgment to the LWDA
 2 within ten (10) days after entry of this Order and the Judgment in accordance with California Labor
 3 Code section 2699(l)(3).
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5 **IT IS SO ORDERED.**

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 7 DATED: R 11 A€ , 2024



A handwritten signature in dark ink, consisting of several thick, expressive strokes.

8 Honorable Kenneth R. Freeman
 9 Kenneth R. Freeman / Judge

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