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5 Attorneys for Plaintiffs,
LETICIA RODARTE, on behalf of herself and
6 all others similarly situated

7 [Additional Counsel Listed On The Next Page]

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN BERNARDINO**

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HOLLY McCARTHY, LETICIA RODARTE,)
and RACHEL MENDOZA, on behalf of)
themselves and all others similarly situated,)
Plaintiffs,)
v.)
THE VONS COMPANIES, INC., a Michigan)
corporation; and DOES 1 through 100,)
Inclusive)
Defendants.)

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 08 2023

BY 
JESSICA MORALES, DEPUTY

CASE NO.: CIVDS2021085

[Assigned for all purposes to the Hon. David Cohn - Dept. "26"]

**[PROPOSED] ORDER FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 Larry W. Lee, Esq. (SBN 228175)
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7 Attorneys for Plaintiffs,
8 HOLLY McCARTHY on behalf of herself
and all others similarly situated

9 Carolyn H. Cottrell, Esq. (SBN 166977)
10 Esther L. Bylsma, Esq. (SBN 264208)
11 **SCHNEIDER WALLACE**
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Telephone: (415) 421-7100
13 Facsimile: (415) 421-7105

14 Attorneys for Plaintiffs,
RACHEL MENDOZA on behalf of herself
15 and all others similarly situated

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1 On June 8, 2023, the Honorable David Cohn considered plaintiffs, Holly McCarthy,
2 Leticia Rodarte and Rachel Mendoza's ("Plaintiffs") Motion for Preliminary Approval of Class
3 Action Settlement and Provisional Class Certification for Settlement Purposes Only ("Approval
4 Motion"), all declarations in support of Approval Motion, the Stipulation of Class Action
5 Settlement and Settlement Agreement ("Settlement Agreement"), Notice of Class Action
6 Settlement ("Class Notice") and the documents submitted in support of the Approval Motion.

7 Having considered the Approval Motion, all declarations in support of the Approval
8 Motion, and all supporting legal authorities and documents, the Court ordered as follows:

9
10 IT IS HEREBY ORDERED THAT:

11
12 1. This Order incorporated by reference the definitions in the Settlement Agreement,
13 attached as Exhibit "1" to the Declaration of Michael Nourmand, and all terms defined therein
14 shall have the same meaning in this Order as set forth in the Settlement Agreement.

15
16 2. For settlement purpose only, the Court certifies the following Settlement Class: All
17 current and former non-exempt employees of Defendant in the State of California during the
18 period of February 13, 2016 through April 30, 2022 excluding employees who worked at the
19 distribution centers and plants, drivers, pharmacists and, through August 7, 2020, non-union
20 employees.

21
22 3. For settlement purposes only, the PAGA Group Members are defined as: All
23 current and former non-exempt employees of Defendant in the State of California during the
24 period of February 13, 2019 through April 30, 2022 excluding employees who worked at the
25 distribution centers and plants, drivers, pharmacists and, through August 7, 2020, non-union
26 employees.

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1 4. The Court preliminarily appoints named plaintiffs, Holly McCarthy, Leticia
2 Rodarte and Rachel Mendoza as Class Representatives.

3
4 5. The Court preliminarily appoints Michael Nourmand, Esq. and James A. De Sario,
5 Esq. of The Nourmand Law Firm, APC; Larry W. Lee, Esq. and Simon . Yang, Esq. of Diversity
6 Law Group, P.C.; William L. Marder, Esq. of Polaris Law Group LLP; and Carolyn H. Cottrell,
7 Esq. and Esther L. Bylsma, Esq. of Schneider Wallace Cottrell Konecky LLP as Class Counsel.

8
9 6. The Court hereby preliminarily approves the proposed class settlement upon
10 the terms and conditions set forth in the Settlement Agreement. The Court finds that on a
11 preliminary basis that the settlement appears to be within the range of reasonableness of settlement
12 that could ultimately be given final approval by the Court. It appears to the Court on a
13 preliminary basis that the settlement amount is fair, adequate, and reasonable as to all potential
14 settlement Class Members and PAGA Group Members when balanced against the probable
15 outcome of further litigation relating to liability and damages issues. It further appears that
16 extensive and costly investigation and research has been conducted such that counsel for the
17 Parties at this time are reasonably able to evaluate their respective positions. It further appears to
18 the Court that the settlement at this time will avoid substantial additional costs by all Parties, as
19 well as the delay and risks that would be presented by the further prosecution of the Action. It
20 further appears that the settlement has been reached as the result of intensive, non-collusive, arms-
21 length negotiations utilizing an experienced third party neutral.

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23 7. The Court approves, as to form and content, the proposed Class Notice attached as
24 Exhibit "A" to the Settlement Agreement.

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1 8. The Court directs the mailing of the Class Notice by first-class mail to the
2 settlement Class Members and PAGA Group Members in accordance with the schedule and
3 procedures set forth in the Settlement Agreement. The Court finds that the dissemination of the
4 Class Notice set forth in the Settlement Agreement complies with the requirements of due process
5 of law, and appears to be the best notice practicable under the circumstances.

6
7 9. The Court hereby preliminarily approves the definition and disposition of the
8 Gross Settlement Amount of \$3,812,500, which is inclusive of payment of attorney's fees not to
9 exceed thirty-five percent of the Gross Settlement Amount or \$1,321,250, in addition to costs not
10 to exceed \$40,000, incentive award of \$10,000 to each named plaintiff for a total of \$30,000, cost
11 of settlement administration of no more than \$180,750, PAGA penalties in the amount of
12 \$100,000 of which 75% or \$75,000 will be paid to the LWDA and 25% or \$25,000 will be paid to
13 PAGA Group Members, and Defendant's employer's share of government mandated withholdings
14 for FICA, FUTA and SDI on the wage portion of the settlement payments to settlement Class
15 Members.

16
17 10. The Court confirms CPT Group, Inc. as the Settlement Administrator, and payment
18 of administrative costs, not to exceed \$180,750, out of the Gross Settlement Amount for services
19 to be rendered by CPT Group, Inc. on behalf of the Class. The Settlement Administrator shall
20 prepare and submit to Class Counsel and Defendant's Counsel a declaration attesting to the
21 completion of the notice process as set forth in the Settlement Agreement, including an
22 explanation of efforts to resend any Class Notice returned undeliverable and the total number of
23 opt-outs and objections received before and after the deadline.

24
25 11. The Court directs Defendant to provide the Settlement Administrator with the
26 "Class List" for Class Members and PAGA Group Members providing the following information:
27 (1) names; (2) last known home address and telephone numbers; (3) dates of employment or
28 number of workweeks for Class Members during the Class Period and for PAGA Group Members

1 during the PAGA Period; and (4) social security number. Defendant shall provide the "Class List"
2 as referenced herein to the Settlement Administrator pursuant to the terms of the Settlement
3 Agreement.

4
5 12. The Settlement Administrator shall use the National Change of Address database
6 (U.S. Postal Service) to check for updated addresses for Class Members and PAGA Group
7 Members and shall then mail, via first class U.S. mail, the Class Notice to Class Members and
8 PAGA Group Members as approved herein, in accordance with the procedure and deadlines set
9 forth in the Settlement Agreement.

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11 13. The deadline by which settlement Class Members and PAGA Group Members may
12 dispute the number of workweeks, opt-out or object shall be forty-five (45) days from the date of
13 mailing of the Class Notice. Any Class Member who desires to be excluded from the settlement
14 must timely mail or fax his or her written request for exclusion in accordance with the Class
15 Notice. All such persons who properly and timely exclude themselves from the settlement shall
16 not be class participants, and shall have no rights with respect to the settlement, no interest in the
17 settlement proceeds, and no standing to object to the proposed settlement.

18

19 14. The deadline for filing objections to any of the terms of the settlement shall be
20 forty-five (45) days from the date of mailing of the Class Notice. Any Class Member who wishes
21 to object to the settlement must serve a written objection on the Settlement Administrator, who
22 will email a copy of the objection to Class Counsel and counsel for Defendant. Class Counsel will
23 lodge a copy of the objection with the Court. The objection must set forth, in a clear and concise
24 manner, the factual and legal basis for the objection. Any Class Member who fails to make his or
25 her objection in the manner provided for in this Order shall be deemed to have waived such
26 objection and shall forever be foreclosed from making any objection to or appeal of the fairness,
27 reasonableness or adequacy of the settlement as incorporated in the Settlement Agreement, or to
28 the award of attorney's fees, costs, or incentive award to class representative.

1 15. All papers filed in support of Final Approval, including supporting documents for
2 attorney's fees and costs shall be filed sixteen Court days prior to the final approval hearing.
3


4 16. Class Counsel and Counsel for Defendant shall file any responses to any written
5 objections submitted to the Court in accordance with the time frame set forth in the Settlement
6 Agreement.
7

8 17. A final approval hearing shall be held with the Court on 10/23, 2023 at 9:00
9 a.m.~~p.m.~~ in Department "S-26" of the above-entitled Court to determine (1) whether
10 the proposed settlement is fair, reasonable, and adequate and should be finally approved by the
11 Court; (2) the amount of attorneys' fees and costs to award Class Counsel; and (3) the amount of
12 incentive award to the Class Representative.
13

14 18. In the event the settlement does not become effective in accordance with the terms
15 of the settlement, or the settlement is not finally approved, or is terminated, cancelled or fails to
16 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
17 and the Parties shall revert to their respective positions as of the commencement of the Action.
18 The parties will be free to assert any claim or defense that could have been asserted at the outset of
19 the Action.
20

21 **IT IS SO ORDERED.**

22
23 DATED: 10/18/23, 2023

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26 _____
27 HONORABLE DAVID COHN
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within entitled action; my business address is 8822 West Olympic
Boulevard, Beverly Hills, California 90211.

5 On June 7, 2023, I served the following document(s) described as:

6 **[PROPOSED] ORDER FOR PRELIMINARY APPROVAL OF CLASS ACTION
7 SETTLEMENT**

8 on the interested parties in this action by placing a true copy thereof enclosed in a sealed
envelope, with postage thereon fully prepaid, addressed as follows:

9 R. Brian Dixon, Esq.
10 Laura E. Hayward, Esq.
11 LITTLER MENDELSON, P.C.
333 Bush Street, 34th Floor
San Francisco, California 94104

12 **Courtesy Copy by Email: bdixon@littler.com; lhayward@littler.com**

| | |
|---|---|
| 13 Larry W. Lee, Esq. 14 Simon L. Yang, Esq. 15 DIVERSITY LAW GROUP, P.C. 515 South Figueroa Street, Suite 1250 Los Angeles, California 90071 | William L. Marder, Esq. POLARIS LAW GROUP LLP 501 San Benito Street, Suite 200 Hollister, California 95023 |
|---|---|

16 **Courtesy Copy by Email: lwlee@diversitylaw.com; sly@diversitylaw.com**

17 Carolyn H. Cottrell, Esq.
18 Esther L. Bylsma, Esq.
19 SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

21 **Courtesy Copy By Email: ccottrell@schneiderwallace.com; ebylsma@schneiderwallace.com**

22 BY MAIL: As follows: I am readily familiar with our office's practice for collection and
23 processing of correspondence and other materials for mailing with the United States Postal
24 Service. On this date, I sealed the envelope(s) containing the above materials and placed the
envelope(s) for collection and mailing on this date at the address stated above, following our
office's ordinary business practices. The envelope(s) will be deposited with the United States
Postal Service on this date, in the ordinary course of business.

25 I declare under penalty of perjury under the laws of the State of California that the above is
26 true and correct and that this Proof of Service was executed on June 7, 2023, at Beverly Hills,
California.

27 /s/ Alejandra Beltran
28 Alejandra Beltran