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Michael Nourmand, Esq. (SBN 198439)  
mnourmand@nourmandlawfirm.com  
James A. De Sario, Esq. (SBN 262552)  
jdesario@nourmandlawfirm.com  
THE NOURMAND LAW FIRM, APC  
8822 West Olympic Boulevard  
Beverly Hills, California 90211  
Phone: (310) 553-3600  
Fax: (310) 553-3603

**FILED**  
Superior Court of California  
County of Los Angeles  
**01/05/2024**  
David W. Slayton, Executive Officer / Clerk of Court  
By: I. Arellanes Deputy

*Additional counsel on following page*

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

GISELLE CONTRERAS, on behalf of  
herself  
and all others similarly situated,  
  
Plaintiffs,  
  
v.  
  
RALPHS GROCERY COMPANY, an Ohio  
corporation; and DOES 1 through 100,  
Inclusive  
  
Defendants.

Case No. 19STCV25576  
Assigned to the Hon. Kenneth R. Freeman  
~~SECOND AMENDED PROPOSED~~  
**ORDER GRANTING MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**  
  
Date: December 5, 2023  
Time: 2:00 p.m.  
Place: Department 14  
  
Complaint Filed: July 23, 2019  
Consolidated FAC Filed: June 14, 2022  
Trial Date: None Set

1 ACKERMANN & TILAJEF, P.C.  
2 Craig J. Ackermann (SBN 229832)  
3 cja@ackermanntilajef.com  
4 315 South Beverly Drive, Suite 504  
5 Beverly Hills, California 90212  
6 Phone: (310) 277-0614  
7 Fax: (310) 277-0635

8 MELMED LAW GROUP P.C.  
9 Jonathan Melmed, Esq. (SBN 290218)  
10 jm@melmed law.com  
11 1801 Century Park East, Suite 850  
12 Los Angeles, California 90067  
13 Phone: (310) 824-3828  
14 Fax: (310) 862-6851

15 CAPSTONE LAW APC  
16 Mark A. Ozzello (SBN 116595)  
17 Mark.Ozzello@capstonelawyers.com  
18 Brandon K. Brouillette (SBN 273156)  
19 Brandon.Brouillette@capstonelawyers.com  
20 Joseph Hakakian (SBN 323011)  
21 Joseph.Hakakian@capstonelawyers.com  
22 1875 Century Park East, Suite 1000  
23 Los Angeles, California 90067  
24 Phone: (310) 556-4811  
25 Fax: (310) 943-0396

26 GRAHAMHOLLIS APC  
27 Graham S.P. Hollis (SBN 120577)  
28 ghollis@grahamhollis.com  
Hali M. Anderson (SBN 261816)  
handerson@grahamhollis.com  
Erik Dos Santos (SBN 309998)  
edossantos@grahamhollis.com  
3555 Fifth Avenue, Suite 200  
San Diego, California 92103  
Phone: (619) 692-0800  
Fax: (619) 692-0822

SANFORD A. KASSEL, APLC  
Sanford A. Kassel (SBN 100681)  
Gavin P. Kassel (SBN 284666)  
334 West Third Street, Suite 207  
San Bernardino, CA 92401  
Phone: (909) 884-6451  
Fax: (909) 884-8032  
Email: office@skassellaw.com

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

1 **ORDER**

2 On December 5, 2023, this Court conducted a hearing on Plaintiffs’ Motion for  
3 Preliminary Approval of the Class Action and PAGA Settlement (the “Motion”). Having  
4 considered the Motion and the points and authorities submitted in support of the Motion,  
5 including the Amended Class and PAGA Action Settlement Agreement and Release  
6 (“Settlement Agreement” or “Settlement”) and its exhibits, and **GOOD CAUSE** appearing, **IT**  
7 **IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the following findings and  
8 orders:

9 1. This Order incorporates by reference the Settlement Agreement, and unless  
10 indicated otherwise, all capitalized terms used herein will have the same meaning as set forth in  
11 the Settlement Agreement.

12 2. The Settlement Class shall be conditionally certified for settlement purposes only  
13 and shall consist of: All current and former non-exempt hourly employees of Defendant  
14 working in Ralphs division stores in California from July 23, 2015 to March 9, 2022.

15 3. The class action settlement set forth in the Settlement Agreement, entered into  
16 among the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall  
17 within the range of reasonableness, to be the product of arm’s-length and informed negotiations,  
18 to treat all Class Members fairly, and to be presumptively valid, subject only to any objections  
19 that may be raised at or before the Final Fairness Hearing.

20 4. The Court further finds that Plaintiffs conducted extensive investigation and  
21 research, and that they were able to reasonably evaluate their positions and the strengths and  
22 weaknesses of their claims and their ability to certify them. Plaintiffs have provided the Court  
23 with enough information about the nature and magnitude of the claims being settled, as well as  
24 the impediments to recovery, to make an independent assessment of the reasonableness of the  
25 terms to which the Parties have agreed.

26 5. The Court also finds that settlement now will avoid additional and potentially  
27 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate  
28 the action.

1           6.       The Court preliminarily approves the Settlement Agreement, including all the  
2 terms and conditions set forth therein and the Gross Settlement Amount, PAGA Settlement  
3 Amount, and allocation of payments.

4           7.       The rights of any potential dissenters to the proposed Settlement are adequately  
5 protected in that they may exclude themselves from the Settlement Class and proceed with any  
6 alleged claims they may have against Defendant, excluding the Released PAGA Claims, or they  
7 may object to the Settlement and appear before this Court.

8           8.       The Court approves, as to form and content, the proposed Notice of Class Action  
9 Settlement (“Class Notice”), attached as **Exhibit A**.

10          9.       The Court directs the mailing, by First-Class U.S. mail, of the Class Notice to  
11 Class Members in accordance with the schedule set forth below and the other procedures  
12 described in the Settlement Agreement. The Court finds that the method selected for  
13 communicating the preliminary approval of the Settlement Agreement to Class Members is the  
14 best notice practicable under the circumstances, constitutes due and sufficient notice to all  
15 persons entitled to notice, and thereby satisfies due process.

16          10.       The Court appoints Plaintiffs Tiffany Bechere, Amber Barba, Giselle Contreras,  
17 Susan Kawai-Way, Angela McCorkle, Amy Rodriguez, and Monica Smith as the  
18 representatives for the Settlement Class conditionally certified by this Order.

19          11.       The Court appoints Capstone Law APC; GrahamHollis APC; Sanford A. Kassel,  
20 APC; Ackermann & Tilajef PC; Melmed Law Group P.C.; and The Nourmand Law Firm, APC  
21 as Class Counsel. The Court finds that counsel have demonstrable experience litigating,  
22 certifying, and settling class actions, and will serve as adequate counsel for the Class  
23 conditionally certified by this Order.

24          12.       The Court approves and appoints CPT Group, Inc. as the Settlement  
25 Administrator. The Settlement Administrator is ordered to carry out the Settlement according to  
26 the terms of the Settlement Agreement and in conformity with this Order, including  
27 disseminating the Class Notice according to the notice plan described in the Settlement  
28 Agreement.

13. The following dates shall govern for purposes of this Settlement:

Date	Event
January 9, 2024 (or not later than 20 calendar days after the Court enters the Preliminary Approval Order of the Settlement Agreement, if later)	Last day for Defendant to produce the Class and PAGA List to the Settlement Administrator.
February 8, 2024 (or not later than 30 calendar days after Defendant produces the Class and PAGA List, if later)	Last day for the Settlement Administrator to mail Class Notices to all Class Members.
March 25, 2024 (or not later than 45 calendar days after the Settlement Administrator mails the Class Notices, unless the 45th calendar day falls on a Sunday or State holiday, in which case the deadline will be extended to the next day on which the U.S. Postal Service is open, if later)	Last day for Class Members to submit Requests for Exclusion or Objections to the Settlement (except as otherwise provided by Paragraphs 80 and 83; extensions for remailings and defective Request for Exclusion submissions).
June 28, 2024 (or not later than 30 days prior to the Hearing on the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments)	Last day for Plaintiffs to file the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments.
July 30, 2024 at 11:00 a.m.	Hearing on Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments.

The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

**IT IS SO ORDERED.**

Dated: 01/05/2024



HON. KENNETH R. FREEMAN  
Kenneth R. Freeman / Judge  
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

# **EXHIBIT A**

*Contreras, et al. v. Ralphs Grocery Company*, Case No. 19STCV25576  
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES  
NOTICE OF CLASS ACTION SETTLEMENT

*You are not being sued. This notice affects your rights. Please read it carefully.*

To: All persons who were employed by Ralphs Grocery Company in non-exempt hourly positions at a Ralphs division store in the State of California at any time during the period from July 23, 2015 to March 9, 2022 (“Class Members”).<sup>1</sup>

On \_\_\_\_\_, the Honorable Kenneth R. Freeman of the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because the records of Defendant Ralphs Grocery Company (“Defendant”) indicate that you are a Class Member, and therefore entitled to a payment from the settlement.** All checks will be negotiable for 180 days from the date of their issuance—checks that are not cashed within 180 days will be paid to the California State Controller to be deposited in the Unclaimed Property Fund in the Participating Class Members’ name.

**Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Participating Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund.** The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 10:00 a.m. on [DATE] in Department SSC-14 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012. You are not required to attend the hearing, but if you wish to attend, the Court’s preference is that you attend the hearing telephonically (remotely), which can be set up through LA Court Connect ([www.lacourt.org/lacc/](http://www.lacourt.org/lacc/)). A prescheduled appointment is currently necessary to review any documents in the clerk’s office. Please see [www.lacourt.org](http://www.lacourt.org/pdf/recovery_social_distancing_all.pdf) for up-to-date safety measures as they may change, and also see [http://www.lacourt.org/pdf/recovery\\_social\\_distancing\\_all.pdf](http://www.lacourt.org/pdf/recovery_social_distancing_all.pdf) for more information about the Court’s social distancing protocols.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes. If you move, you must send the Settlement Administrator your new address; otherwise, your settlement check will be delivered to the address on file. It is your responsibility to keep a current address on file with the Settlement Administrator.

**Summary of the Litigation**

Plaintiffs Giselle Contreras, Tiffany Bechere, Amber Barba, Susan Kawai-Way, Angela McCorkle, Amy Rodriguez, and Monica Smith, on their behalf and on behalf of other current and former non-exempt, hourly employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) pay overtime wages and meal/rest premiums at the correct rate of pay; (3) provide employees with meal and rest breaks; (4) timely pay all wages owed to employees during each pay period and upon termination of their employment; (5) reimburse employees for necessary business expenses; (6) pay reporting time pay; (7) pay split shift premiums; and (8) provide employees with accurate, itemized wage statements. These allegations were alleged on behalf of all Class Members as a putative class action and also on behalf of all PAGA Members as representative actions under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) (the “Actions”), consolidated together in the operative Consolidated Amended Complaint filed on June 14, 2022 in *Contreras, et al. v. Ralphs Grocery Company*, Los Angeles Superior Court Case No. 19STCV25576.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On March 9, 2022, the parties participated in a mediation with

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<sup>1</sup> All defined terms used in this Notice shall have the same meaning as they do in the Settlement Agreement.

Mr. Antonio Piazza, Esq., an experienced and well-respected class action mediator. With Mr. Piazza's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC; GrahamHollis APC; Sanford A. Kassel, APC; Ackermann & Tilajef PC; Melmed Law Group P.C.; and The Nourmand Law Firm, APC (collectively, "Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs' claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class or PAGA representative action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

### **Summary of The Proposed Settlement Terms**

Plaintiffs and Defendant have agreed to settle the underlying class and PAGA claims in exchange for a Gross Settlement Amount of \$13,985,000. This amount is inclusive of: (1) individual settlement payments to all Class Members who do not opt out ("Participating Class Members"); (2) Enhancement Payments of \$15,000, each, to Plaintiffs Tiffany Bechere, Susan Kawai-Way, Angela McCorkle, Amy Rodriguez, Monica Smith, and Giselle Contreras, and \$5,000 to Amber Barba; (3) \$4,661,667 in attorneys' fees and up to \$185,000 in litigation costs and expenses; (4) a \$4,411,666.50 settlement of claims under PAGA, inclusive of a \$3,308,749.87 payment to the California Labor and Workforce Development Agency ("LWDA") and a \$1,102,916.63 payment ("PAGA Fund") to all PAGA Members;<sup>2</sup> and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$220,000. After deducting the above payments, a total of \$4,411,666.50 will be allocated to Class Members who do not opt out of the Settlement Class ("Class Fund"). Additionally, all PAGA Members will receive a proportional share of the \$1,102,916.63 PAGA Fund and be bound by the PAGA portion of the Settlement, regardless of whether they opt out of the Settlement Class.

**Payments from Class Fund Portion of the Net Settlement Fund.** The total number of Pay Periods worked by each Class Member from July 23, 2015 to March 9, 2022 ("Class Period") and the aggregate total number of Pay Periods worked by all Class Members during the Class Period will be calculated according to Defendant's records. To determine each Class Member's estimated share of the Class Fund, the Settlement Administrator will use the following formula: The Class Fund portion of the Net Settlement Fund will be divided by the aggregate total number of Pay Periods during the Class Period, resulting in the "Pay Period Value." Each Class Member's share of the Class Fund will be calculated by multiplying each individual Class Member's total number of Pay Periods during the Class Period by the Pay Period Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Fund according to the number of Pay Periods worked, so that the amount actually distributed to the Settlement Class equals 100% of the Class Fund portion of the Net Settlement Fund.

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<sup>2</sup> Defined as (i) all persons who were employed by Defendant in non-exempt, hourly positions at a Ralphs division store in the State of California at any time during the period from November 9, 2013 to March 9, 2022 ("Ralphs PAGA Members"); and (ii) all persons who were employed by Defendant in non-exempt, hourly positions at a Food 4 Less/Foods Co division store in the State of California at any time during the period from April 22, 2017 to March 9, 2022 ("Food 4 Less PAGA Members").



According to Defendant's records, you worked during the Class Period in a non-exempt, hourly position for a total of \_\_\_\_ Pay Periods. Accordingly, your estimated payment from the Class Fund portion of the Net Settlement Fund is approximately \$ \_\_\_\_.

**Your Estimated Payment.** If you believe the Pay Period information provided above is incorrect, please contact the Settlement Administrator to dispute the information. You must attach all documentation in support of your dispute (such as check stubs, W-2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator  
c/o \_\_\_\_\_  
Fax No. \_\_\_\_\_

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise. Any disputes will be decided within ten business days after the Response Deadline, [DATE]. All decisions regarding whether an adjustment to the number of Pay Periods worked by a Class Member is warranted shall be final and non-appealable.

**Taxes on Settlement Payments.** IRS Forms W-2 and 1099 will be distributed to Participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 20% of the portion of each settlement payment from the Class Fund will be allocated as wages for which IRS Forms W-2 will be issued, and 80% of the portion of each settlement payment from the Class Fund will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Additionally, any settlement payments from the PAGA Fund will be allocated as penalties, for which IRS Forms 1099-MISC will be issued.

### **Your Options Under the Settlement**

#### **Option 1 – Automatically Receive a Payment from the Settlement**

If you want to receive your payment from this settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court and the Court's order approving the Settlement becomes final.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds once the Court's order approving the Settlement becomes final. In addition, upon the date on which Defendant funds the Gross Settlement Amount, you will be deemed to have released or waived the Released Class Claims and Released PAGA Claims, as applicable, as defined below:

**Released Class Claims:** All claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action, whether known or unknown, that: were alleged in the complaints in the Actions (including the Consolidated Amended Complaint) or PAGA Notices (including any amended PAGA notices); or were reasonably arising from, or related to, the same set of operative facts alleged in the complaints in the Actions (including the Consolidated Amended Complaint) or PAGA Notices (including any amended PAGA notices); or could reasonably have been alleged against any of the Released Parties based on the facts alleged in any of the complaints in the Actions or PAGA Notices (including the Consolidated Amended Complaint and any amended PAGA notices) or based on any facts discovered in the course of litigation, including (without limitation): (i) all claims for unpaid minimum wages (Labor Code §§ 225.5, 1174, 1174.5, 1182.11, 1182.12, 1193.6, 1194, 1194.2, 1197, and 1197.1); (ii) all claims for unpaid overtime (Labor Code §§ 510, 1194, 1198, and 1199 and Civil Code § 3287); (iii) all claims for meal period violations (Labor Code §§ 226.7, 512, and 1198 and Civil Code § 3287); (iv) all claims for rest period violations (Labor Code §§ 226.7 and

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

1198 and Civil Code § 3287); (vi) all claims for the failure to timely pay wages upon termination (Labor Code §§ 200, 201, 202, 203, 218, 218.5, 218.6, 1194.2, and 1199 and Civil Code § 3287); (vii) all claims for wage statement violations (Labor Code §§ 226, 226.3, and 226.7); (viii) all claims for failure to reimburse for necessary business expenses (Labor Code § 2802); (ix) all claims for the failure to timely pay wages (Labor Code §§ 204 and 210); (x) all claims for failure to pay reporting time pay (Labor Code § 1198); (xi) all claims for failure to pay split shift premiums (Labor Code § 1198); (xii) all claims asserted through California Business & Professions Code §§ 17200, *et seq.* based on the alleged Labor Code violations; (xiii) all claims under the Wage Orders based on the preceding claims; (xiv) all claims under Code of Civil Procedure section 1021.5; and (xv) all claims for interest, costs, and attorneys' fees. This release shall extend to all such Released Class Claims that accrued at any time during the Class Period. Expressly excluded from the Released Class Claims are claims for wages in Workers' Compensation and Unemployment Insurance benefits cases, and claims for benefits under the Employee Retirement Income Security Act of 1974 (ERISA).

**Released PAGA Claims:** Any and all claims for civil penalties under PAGA based on the Labor Code violations alleged or that could reasonably have been alleged in each and every PAGA Notice sent by each Plaintiff to the LWDA based on the facts alleged therein or based on any facts discovered in the course of the litigation in each of the Actions, including (without limitation) Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2800, and 2802, as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA Notices Plaintiffs sent the LWDA.

### **Option 2 – Opt Out of the Settlement Class**

If you do not wish to participate in the settlement, you may exclude yourself from the Settlement Class by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail or fax the request for exclusion to the address below.

Settlement Administrator

c/o \_\_\_\_\_

Fax No. \_\_\_\_\_

The Request for Exclusion must be postmarked or faxed not later than [DATE]. If you submit a Request for Exclusion which is not postmarked or faxed by [DATE], your Request for Exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Participating Class Member, and you will:

- Not receive a payment from the Class Fund portion of the Net Settlement Fund.
- Not release the Released Class Claims.
- However, if you are also a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund portion of the Net Settlement Fund.

### **Option 3 – Object to the Settlement**

If you decide to object to the settlement, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

objection is based; and (4) a statement about whether you intend to appear at the Final Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than [DATE]. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above (under Option 2 – Opt Out of the Settlement Class). Please note that you cannot both object to the settlement and exclude yourself. **You must choose one option only.** If a Class Member timely submits both an objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the objection shall be rejected, and the Class Member will be excluded from the Settlement Class.

You may also, if you wish, appear at the Final Fairness Hearing set for \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in the Superior Court of the State of California, for the County of Los Angeles and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement if it is approved and deemed final. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

### **Additional Information**

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Graham Hollis  
**GRAHAMHOLLIS APC**  
3555 5th Ave, Suite 200  
San Diego, CA 92103  
Phone: Number

Raul Perez  
**CAPSTONE LAW APC**  
1875 Century Park E., Suite 1000  
Los Angeles, CA 90067  
Phone: Number

Sanford A. Kassel  
**SANFORD A. KASSEL, APC**  
334 W 3rd St, Suite 207  
San Bernardino, CA 92401  
Phone: Number

Craig J. Ackermann  
**ACKERMANN & TILAJEF PC**  
1180 S Beverly Dr Ste 610,  
Los Angeles, CA 90035  
Phone: Number

Jonathan Melmed  
**MELMED LAW GROUP P.C.**  
1801 Century Park E, Ste 850  
Los Angeles, CA 90067  
Phone: Number

Michael Nourmand  
**NOURMAND LAW FIRM, APC**  
8822 W Olympic Blvd  
Beverly Hills, CA 90211  
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

1 **PROOF OF SERVICE**

2 State of California

3 *Giselle Contreras, et al. v. Ralphs Grocery Company*

4 Case No. 19STCV25576

5 I am over the age of 18 years and am employed in the county of Los Angeles, State of California.  
6 I am not a party to this action. My business address is 315 S. Beverly Drive, Ste. 504, Beverly Hills,  
7 California 90212.

8 I declare that on the date hereof, January 3, 2024, I served a copy of the documents described  
9 as:

10 - **[SECOND AMENDED PROPOSED] ORDER GRANTING MOTION FOR  
11 PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

12 by causing true and correct copies thereof to be sent to following individual(s) and/or parties via the  
13 following method(s):

14 **Reed Smith LLP**

15 Mara Curtis

16 [mcurtis@reedsmith.com](mailto:mcurtis@reedsmith.com)

17 Rafael N. Tumanyan

18 [rtumanyan@reedsmith.com](mailto:rtumanyan@reedsmith.com)

19 355 South Grand Avenue, Suite 2900

20 Los Angeles, CA 90071

**Representing:** Ralphs Grocery Company

21 **Capstone Law APC**

22 Joseph Hakakian

23 [joseph.hakakian@capstonelawyers.com](mailto:joseph.hakakian@capstonelawyers.com)

24 Mark A. Ozzello

25 [mark.ozzello@capstonelawyers.com](mailto:mark.ozzello@capstonelawyers.com)

26 Raul Perez

27 [raul.perez@capstonelawyers.com](mailto:raul.perez@capstonelawyers.com)

28 Eduardo Santos

[eduardo.santos@capstonelawyers.com](mailto:eduardo.santos@capstonelawyers.com)

1875 Century Park East, Suite 1000

Los Angeles, CA 90067

**Representing:** Plaintiffs, the Class, the  
LWDA, and the Aggrieved Employees

21 **GrahamHollis APC**

22 Hali Anderson

23 [handerson@grahamhollis.com](mailto:handerson@grahamhollis.com)

24 Erik Dos Santos

25 [edossantos@grahamhollis.com](mailto:edossantos@grahamhollis.com)

26 Graham Hollis

27 [ghollis@grahamhollis.com](mailto:ghollis@grahamhollis.com)

28 3555 Fifth Avenue, Suite 200

San Diego, CA 92103

**Representing:** Amber Barba, Monica  
Smith, Tiffany Bechere

26 **The Nourmand Law Firm, APC**

27 James De Sario

28 [jdesario@nourmandlawfirm.com](mailto:jdesario@nourmandlawfirm.com)

Michael Nourmand

[mnourmand@nourmandlawfirm.com](mailto:mnourmand@nourmandlawfirm.com)

8822 West Olympic Boulevard

**Representing:** Giselle Contreras, et al.

1 Beverly Hills, CA 90211

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8 **Melmed Law Group P.C.**

9 Jonathan Melmed, Esq.  
10 [jm@melmedlaw.com](mailto:jm@melmedlaw.com)  
11 1801 Century Park East, Suite 850  
12 Los Angeles, CA 90067

**Representing:** Plaintiffs, the Class, the  
LWDA, and the Aggrieved Employees

13 **Sanford A. Kassel, APLC**

14 Sanford A. Kassel  
15 [sandy@skassellaw.com](mailto:sandy@skassellaw.com)  
16 Gavin P. Kassel  
17 [gavin@skassellaw.com](mailto:gavin@skassellaw.com)  
18 334 West Third Street, Suite 207  
19 San Bernardino, CA 92401

**Representing:** Plaintiffs, the Class, the  
LWDA, and the Aggrieved Employees

20 **Morrison & Foerster LLP**

21 Karen J. Kubin  
22 [kkubin@mofocom](mailto:kkubin@mofocom)  
23 425 Market Street  
24 San Francisco, CA 94105

**Representing:** Ralphs Grocery Company

25 Tritia M. Murata

26 [tmurata@mofocom](mailto:tmurata@mofocom)

27 David P. Zins

28 [dzins@mofocom](mailto:dzins@mofocom)

Maya Harel

[mharel@mofocom](mailto:mharel@mofocom)

707 Wilshire Boulevard

Los Angeles, CA, 90017-3543

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34 foregoing is true and correct. I further declare that I am employed in the office of a member of the bar  
35 of this court at whose direction the service was made.

36 Executed on January 3, 2024 in Beverly Hills, California.

37   
38 \_\_\_\_\_  
Jaelyn Blackwell