

GRAHAM HOLLIS APC  
3555 FIFTH AVENUE SUITE 200  
SAN DIEGO, CALIFORNIA 92103

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**FILED**  
Superior Court of California  
County of Los Angeles

04/26/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By:           L. MGreené           Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

EDWIN RALDA and CHRISTINA SEEHOF,  
individually, and on behalf of other Class  
Members,

Plaintiffs,

v.

SMART & FINAL STORES, LLC and DOES 1  
THROUGH 50, inclusive,

Defendants.

Case No.: 18STCV08098

**[AMENDED PROPOSED] ORDER  
GRANTING FINAL APPROVAL OF CLASS  
AND COLLECTIVE ACTION SETTLEMENT**

Judge: Hon. Carolyn B. Kuhl

Dept: 12

Date: April 26, 2022

Time: 10:30a.m.

~~[AMENDED PROPOSED]~~ ORDER

This matter has come before the Honorable Carolyn B. Kuhl in Department 12 of the Los Angeles County Superior Court located at the Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, on Plaintiffs Ralda and Seehof’s Motion for Final Approval of Class and Collective Action Settlement, Class Representative Enhancement Awards, Administrative Costs, and Plaintiffs’ Application for Attorneys’ Fees and Costs (together, “Plaintiffs’ Motion for Final Approval”) pursuant to California Rules of Court, Rule 3.769.

On November 8, 2021, the Court granted Plaintiffs’ Unopposed Motion for Preliminary Approval of Class and Collective Action Settlement and entered an Order in accordance therewith.

Having duly considered all papers, evidence and oral arguments in this matter to date, including Plaintiffs’ Motion for Final Approval and good cause appearing, the Court ORDERS as follows:

1. This Order shall incorporate the parties’ Stipulation and Agreement of Compromise, Settlement, and Release (“Settlement Agreement”), as well as the parties’ Amendment to Settlement of Class Action Claims (“Amendment to Settlement Agreement”), and to the extent that the terms are defined in the Settlement Agreement and Amendment to Settlement Agreement, all defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement and Amendment to Settlement Agreement.

2. This Court has jurisdiction over the claims asserted in this Litigation and personal jurisdiction over Plaintiffs, Defendants, and the members of the Settlement Class, as defined in the Settlement Agreement.

3. The Court finds that the applicable requirements of the California Code of Civil Procedure § 382 and California Rules of Court, Rule 3.769 have been satisfied with respect to the Settlement Class and the settlement. The Court makes final its earlier provisional certification of the following Settlement Class for purposes of settlement only.

All persons employed by Defendant during the period between December 14, 2014 and October 12, 2021 in a non-exempt store position in California who did not sign an arbitration agreement.

The Court also confirms the following appointments: Plaintiffs Edwin Ralda and Christina Seehof as Class Representatives; Graham Hollis, APC, and The Bainer Law Firm as Class Counsel; and CPT Group, Inc.

1 as the Settlement Administrator.

2 4. The Court finds that the Notice of Proposed Class Action Settlement that was approved on  
3 November 8, 2021 and transmitted to the Settlement Class fully and accurately informed the members of  
4 the Settlement Class of all material elements of the settlement, including their opportunity to request  
5 exclusion from the settlement or object to the settlement; was the best notice practicable under the  
6 circumstances; was valid, due and sufficient notice to call members of the Settlement Class; and complied  
7 fully with the laws of the state of California, the United States Constitution, due process, Rule 3.766 of  
8 the California Rules of Court, and all other applicable laws.

9 5. Based on the declaration of Erin La Russa of CPT Group, Inc., the Court finds that one  
10 Class Member submitted a valid request for exclusion. Victor A. De La Rosa is deemed not part of the  
11 Settlement Class because he submitted a valid and timely request for exclusion.

12 6. Based on the declaration of Erin La Russa of CPT Group, Inc., all papers filed in this  
13 Litigation, and oral argument, the Court finds that no member of the Settlement Class has objected to the  
14 terms of the Settlement.

15 7. In accordance with California law, the Court hereby GRANTS final approval of the  
16 settlement and finds it fair, reasonable and adequate, and in the best interest of the members of the  
17 Settlement Class as a whole. Specifically, the Court finds that the settlement was reached following  
18 meaningful discovery and investigation conducted by Class Counsel; that the settlement is the result of  
19 serious, informed, adversarial, and arm's-length negotiations between the parties and that the terms of the  
20 settlement are, in all respects, fair, adequate and reasonable. In so finding, the Court has considered all of  
21 the evidence presented, including evidence regarding the strength of Plaintiffs' case; the risks, expense,  
22 and complexity of claims presented; the likely duration of further litigation; the amount offered in the  
23 settlement; the extent of investigation and discovery completed; and the experience and views of Class  
24 Counsel. The Court also considered the lack of objections from members of the Settlement Class. The  
25 Court ORDERS and directs that the settlement be effectuated in accordance with the Settlement  
26 Agreement and the following terms and conditions.

27 8. The Court finds that the full opportunity has been afforded to the members of the  
28 Settlement Class to participate in the hearing on Plaintiffs' Motion for Final Approval, and all members

1 of the Settlement Class and other persons wishing to be heard, have been heard. The members of the  
2 Settlement Class have had a full and fair opportunity to exclude themselves from the settlement. In  
3 accordance with the Settlement Agreement and Amendment to Settlement Agreement, and in exchange  
4 for the consideration set forth therein, Plaintiffs and all Participating Settlement Class Members, i.e., those  
5 that did not submit a timely opt-out, do hereby release each of the Released Parties, as defined in the  
6 Settlement Agreement, of all claims arising from, or arising in connection with, the facts, theories, primary  
7 rights, or claims alleged in the Lawsuit, or that could have been alleged based upon the facts, theories, or  
8 claims alleged in the Lawsuit or the primary rights at issue. The released claims expressly excludes claims  
9 for civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”).

10 9. It is ORDERED that all members of the Settlement Class other than the Excluded Class  
11 Member shall be prohibited and permanently enjoined from pursuing in any fashion the Released Claims  
12 against the Released Parties.

13 10. Defendant is ORDERED to fund the Gross Settlement Amount of \$2,000,000 within thirty  
14 (30) calendar days of the date that this Court’s judgment becomes final. Specifically, the Court’s judgment  
15 “becomes final” when 1) the Court grants the motion for final approval of the Settlement and 2) after the  
16 latter of (i) the period for filing any appeal, writ, or other appellate proceeding challenging or opposing  
17 the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or  
18 (ii) any appeal, writ or other appellate proceeding challenging or opposing the Settlement has been  
19 dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) any appeal,  
20 writ or other appellate proceeding has upheld the Court’s final order with no right to pursue further  
21 remedies or relief. Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund  
22 with the Settlement Administrator.

23 11. The Settlement Administrator is ORDERED to distribute the settlement funds in  
24 accordance with the Settlement Agreement and Amendment to Settlement Agreement.

25 12. The Court finds that the requested Class Representative Enhancement Awards of \$15,000  
26 total to the named plaintiffs (\$7,500 for Plaintiff Edwin Balda, and \$7,500 for Plaintiff Christina Seehof)  
27 is fair and reasonable for the work performed and the risks associated with bringing this Action. The Court  
28 awards and thus ORDERS that the Settlement Administrator issue Class Representative Enhancement

1 Awards to the named Plaintiffs in the amount of \$15,000 total (\$7,500 for Plaintiff Edwin Ralda, and  
2 \$7,500 for Plaintiff Christina Seehof). The Class Representative Enhancement Award is in addition to  
3 Plaintiffs' respective payments under the settlement. Any funds not awarded shall be distributed to the  
4 Settlement Class.

5 13. The Court awards Class Counsel attorneys' fees in the amount of \$666,666.66. The Court  
6 awards and therefore ORDERS that the Settlement Administrator issue attorneys' fees in the amount of  
7 \$666,666.66 to Class Counsel.

8 14. The Court awards litigation costs in the amount of \$25,901.10 to Class Counsel. The Court  
9 awards and thus ORDERS that the Settlement Administrator issue payment for litigation costs incurred in  
10 the amount of \$25,901.10 to Class Counsel.

11 15. The Court finds that the costs of the administration of the settlement is reasonable. The  
12 Court awards and therefore ORDERS that the Settlement Administrator issue to CPT Group, Inc.  
13 administration costs in the amount of \$29,000 for services performed and the costs incurred in the  
14 administration of the settlement, or up to \$37,000 if a second distribution of funds to the Settlement Class  
15 is warranted under the Settlement Agreement and Amendment to Settlement Agreement. Any funds not  
16 awarded shall be allocated to the Net Settlement Amount for distribution to members of the Settlement  
17 Class.

18 16. The Court ORDERS that if the amount of unclaimed funds after the initial distribution is  
19 less than the cost of a second distribution (\$8,000), or if any funds remain unclaimed after a second  
20 distribution, the Settlement Administrator shall disburse all remaining unclaimed funds to Legal Aid at  
21 Work as a *cy pres* award.

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1 17. An accounting summary regarding the distribution of the settlement funds and the status  
2 of any unresolved issues shall be filed by February 21, 2023. ~~A final accounting hearing~~ regarding the  
3 distribution of the settlement funds ~~shall be held on~~ February 28, 2023, at 10.30a.m. in Department 12 of  
4 ~~Los Angeles County Superior Court.~~

5 **IT IS SO ORDERED.**

6 Dated: 04/26/2022



Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl  
Judge for the Superior Court

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