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Electronically Filed by
Superior Court of California,
Contra Costa County
9/16/2025
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13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF CONTRA COSTA**

16 GENOVEVA HERRERA HERNANDEZ, an
17 individual, on behalf of herself, the State of
California, as a private attorney general, and on
18 behalf of all others similarly situated,

19 Plaintiff,

20 v.

21
22 LAS MONTANAS MARKET, INC., a
23 California Corporation; and DOES 1 TO 50,

24 Defendants.
25

Case Number: C23-00570

[Proposed] Order

1 ~~[PROPOSED]~~ **ORDER**

2 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
3 before this Court on September 4, 2025, in Department 39, the Honorable Edward Weil, presiding. The
4 Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
7 the terms set forth in the tentative ruling, attached hereto as **Exhibit 1**, and the Settlement Agreement
8 and Release of Class Action (the "Settlement Agreement") attached as **Exhibit A** to the Declaration of
9 Jonathan Melmed in support of Plaintiff's Motion for Order Granting Preliminary Approval of Class
10 Action Settlement. All terms used herein shall have the same meaning as defined in the Settlement
11 Agreement. The settlement set forth in the Settlement Agreement appears to be fair, adequate and
12 reasonable to the Class, and the Court preliminarily approves the terms of the Settlement Agreement,
13 including, without limitation:

- 14 a. A non-reversionary Gross Settlement Amount of **\$450,000.00**;
- 15 b. The Class Representative enhancement payment to the named Plaintiff of
16 **\$10,000.00**;
- 17 c. Court approved attorneys' fees to Class Counsel of up to **\$150,000.00**,
18 representing one-third of the Gross Settlement Amount;
- 19 d. Court approved litigation costs to Class Counsel of up to **\$20,000.00**;
- 20 e. Fees and Costs of the Settlement Administrator of up to **\$15,000.00**; and
- 21 f. A PAGA allocation of \$10,000.00, with **\$7,500.00** (i.e., 75%) payable to the
22 California Labor & Workforce Development Agency for its portion of the
23 PAGA penalties.

24 This Court has considered the papers in support of the Motion and the Settlement Agreement
25 and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for settlement
26 purposes only. Specifically, the Court finds for settlement purposes only that the proposed Class: (a) is
27 ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d) the claims of
28 the Class Representative is typical of the claims of the proposed Class Members; (e) Class

1 Representative’s counsel has and is able to adequately represent the proposed Class; (f) the Class
2 Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is
3 superior to individual litigation because common issues predominate over individual issues for
4 settlement purposes.

5 The Settlement falls within the range of reasonableness and appears to be presumptively valid,
6 subject only to any objections that may be raised at the final fairness hearing and final approval by this
7 Court.

8 A final fairness hearing on the question of whether the proposed Settlement, attorneys’ fees and
9 costs to Class Counsel, and the Class Representative’s enhancement award should be finally approved
10 as fair, reasonable and adequate as to the members of the Class is scheduled on the date and time set
11 forth in the Implementation Schedule.

12 This Court approves, as to form and content, the Notice of Proposed Class Action Settlement
13 (“Class Notice”), in substantially the form attached herein as **Exhibit 2**. The Court approves the
14 procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set forth
15 in the Settlement Agreement.

16 The Court directs the mailing of the Class Notice by first class mail to the Class Members in
17 accordance with the Implementation Schedule set forth below. The Court finds the dates selected for
18 the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the
19 requirements of due process and provide the best notice practicable under the circumstances and shall
20 constitute due and sufficient notice to all persons entitled thereto.

21 It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

22 The Court preliminary certifies for settlement purposes only the Settlement Class defined as
23 follows: *all individuals who are or were employed by Defendants as non-exempt employees during the*
24 *Class Period. See Settlement Agreement, at § 1.39. The Class Period is defined as the period of time*
25 *from March 14, 2019, through March 15, 2025. See Settlement Agreement, at § 1.10.*

26 Class Members who do not timely and validly Opt Out of the Class Settlement will be deemed
27 to participate in the Class Settlement and shall become Class Participants without having to submit a
28 claim form or take any other action. *See Settlement Agreement, at § 7.3. Each of the Releasing Parties,*

1 including each Class Participant, will be bound by the release of Released Claims as a result of the
2 Class Settlement and to the terms of the final judgment and the satisfaction of such judgment. *See*
3 Settlement Agreement, at § 11.1.

4 “Released Claims” shall mean all California wage and hour claims, damages, penalties, interest,
5 and causes of action, arising from or related to the claims alleged in the Complaint or in the Action, or
6 that could have been alleged or pled in the Complaint based on the allegations in the Complaint, and
7 those asserted in the PAGA Notice(s) to the LWDA, including but not limited to claims for unpaid
8 minimum wages, overtime wages, off-the-clock work time, failure to provide compliant meal breaks,
9 failure to provide compliant rest breaks, inaccurate wage statements, failure to pay all wages owed
10 upon termination, and failure to reimburse for business expenses under the California Labor Code and
11 applicable wage order(s), unfair competition claims under California Business & Professions Code
12 §17200, et seq. and any penalties, restitution, disgorgement, interest or attorneys’ fees, and penalties
13 pursuant to the Labor Code Private Attorneys General Act (“PAGA”) for Violations of California
14 Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194,
15 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and other provisions of the Labor Code during
16 the Class Period and PAGA Period. This release will cover all Class Members who do not opt out.
17 PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt
18 out of the class settlement and therefore the PAGA Release would apply to them even if they opt out.
19 *See* Settlement Agreement, at § 1.34.

20 The Court appoints Plaintiff Genoveva Herrera Hernandezs as Class Representative, and
21 Jonathan Melmed and Laura Supanich of Melmed Law Group P.C. as Class Counsel.

22 The Court appoints Apex Class Action Administration as the Settlement Administrator.

23 To facilitate administration of the Settlement pending final approval, the Court hereby enjoins
24 Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
25 proceedings (including filing claims with the Division of Labor Standards Enforcement of the
26 California Department of Industrial Relations) regarding claims released by the Settlement, unless and
27 until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator
28 and the time for filing claims with the Settlement Administrator has elapsed.

1 The Court orders the following **Implementation Schedule** for further proceedings:

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a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[21 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after February 2026)	February 5, 2026, at 9:00 a.m.

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21 If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

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23 The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

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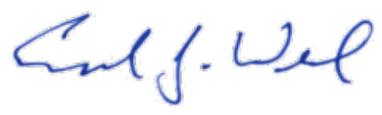
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IT IS SO ORDERED.

9/15/2025

Dated: _____



Hon. Edward Weil

Hon. Edward Weil

Judge of the Superior Court, County of Contra Costa

EXHIBIT 1

Tentative Ruling

2. 9:00 AM CASE NUMBER: C23-00570
CASE NAME: GENOVEVA HERRERA HERNANDEZ VS. LAS MONTANAS MARKET, INC.
*HEARING ON MOTION IN RE: PRELIMINARY APPROVAL SET BY THE COURTROOM
FILED BY: HERRERA HERNANDEZ, GENOVEVA
TENTATIVE RULING:

Plaintiff Geneveva Hernandez moves for preliminary approval of her class action and PAGA settlement with defendant Los Montanas Market, Inc.

A. Background and Settlement Terms

The original complaint was filed by plaintiff on March 14, 2023, raising class action claims and PAGA claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation. The operative complaint, adding PAGA allegations, was filed on July 20, 2023.

The settlement would create a gross settlement fund of \$450,000. The class representative payment to plaintiff would be up to \$10,000. Attorney's fees would be \$150,000 (one-third of the settlement). Litigation costs would not exceed \$20,000. The settlement administrator's costs would not exceed \$15,000. PAGA penalties would be \$10,000. Because the LWDA notices in question were filed before June 19, 2024, the employees would receive a 25% share of PAGA penalties, or \$2,500. (Labor Code §2699(m), (v)(1).) The net amount paid directly to the class members would be about \$240,500. The fund is non-reversionary. Based on the estimated class size of 466, the average net payment for each class member is approximately \$531.

The proposed settlement would certify a class of all current and former non-exempt employees employed by Defendants during the class period.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Checks undelivered or uncashed 180 days after mailing will be voided, and would be tendered to the State Controller's unclaimed property fund.

The settlement contains release language (See Par. 1.34.) covering "all California wage and hour claims, damages, penalties, interest, and causes of action, arising from or related to the claims alleged in the Complaint or in the Action, or that could have been alleged or pled in the Complaint based on the allegations in the Complaint." Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Informal and formal written discovery was undertaken. The matter settled after arms-length

negotiations, which included a session with an experienced mediator.

Counsel attest that they have analyzed the value of the case, and that the result achieved in this litigation is fair, adequate, and reasonable. The moving papers include an estimate of the potential value of the case, broken down by each type of claim.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include “stacking” of violations, the law may only allow application of the “initial violation” penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where “based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory.”])

A copy of the proposed settlement was served on the LWDA.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim Arena Mgmt., LLC, supra*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of civil penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees

Plaintiff seeks one-third of the total settlement amount as fees, relying on the “common fund” theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage

allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval.

Similarly, litigation costs and the requested representative payment of \$7,500 total for plaintiff will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

D. Conclusion

The Court finds that the proposed settlement is sufficiently fair, reasonable, and adequate to justify preliminary approval. The motion is granted.

Counsel are directed to prepare an order reflecting this tentative ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

3. 9:00 AM CASE NUMBER: C24-01225
CASE NAME: KEYONA TURNER VS. LEADERSTAT LLC
***HEARING ON MOTION IN RE: AWARD OF ATTORNEY FEES**
FILED BY: TURNER , KEYONA
TENTATIVE RULING:
See Line 4.

4. 9:00 AM CASE NUMBER: C24-01225
CASE NAME: KEYONA TURNER VS. LEADERSTAT LLC
HEARING IN RE: FINAL APPROVAL HEARING SET BY THE COURT
FILED BY:
TENTATIVE RULING:

Plaintiffs Keyona Turner and Amy Williams move for final approval of their class action settlement with defendant LeaderStat LLC. They separately move for approval of attorney's fees and costs. The two motions will be considered together.

A. Background and Settlement Terms

The complaint was filed by Williams on April 27, 2023, in Alameda County (Case No. 23CV031990), raising class action claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation. A separate action was filed in Contra Costa County on May 8, 2024, alleging a sole cause of action under PAGA. The parties negotiated a settlement for both cases, and as part of the agreement, they stipulated that Plaintiffs be granted leave to file a First Amended Complaint adding the claims from the Williams case into this

case (the Turner case). Thus, the operative pleading will be the FAC, which is Exhibit B to the Settlement Agreement, and which has not yet been filed with the court.

The settlement would create a gross settlement fund of \$250,000. The class representative payment to the plaintiffs would be \$10,000 each. Attorney's fees would be \$83,333.33 (one-third of the settlement). Litigation costs would not exceed \$20,000. The settlement administrator's costs (Phoenix Class Action Administration Solutions) would not exceed \$4,000. PAGA penalties would be \$10,000, resulting in a payment of \$7,500 to the LWDA and \$2,500 to plaintiffs. The net amount paid directly to the class members would be about \$112,666.67. The fund is non-reversionary. Based on the estimated class size of 35, the average net payment for each class member is approximately \$3,219.04.

The proposed settlement would certify a class of all current and former non-exempt employees "who were assigned to work at any facility inside California at any time during the time period from April 27, 2019, through the date the Court grants preliminary approval of the Settlement Agreement or August 19, 2024, whichever is earlier[.]" (It excludes anyone who has separately filed their own claim, other than the named plaintiffs.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Checks undelivered or uncashed 180 days after mailing will be voided, and will be transmitted to the State Controller's Unclaimed Property fund.

Since preliminary approval, notice has been provided to the 39 class members. None of the notices were returned as undeliverable. No requests for exclusion or objections have been received.

Based on the actual class data, in contrast to the estimate at the time of preliminary approval, the average settlement share will be \$2,993.89.

The settlement contains release language covering all claims "that have been or could have reasonably been alleged or asserted in the Operative Complaint in the Action, based on the facts, theories and/or statutory violations ... alleged in the Operative Complaint." Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Informal and formal written discovery was undertaken, and counsel had the information evaluated by an outside expert. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel also has provided an analysis of the case, and how the settlement compares to the potential value of the case, estimating the recovery on the class claims relative to their potential values, breaking down the analysis claim-by-claim.

EXHIBIT 2

Notice of Proposed Class Action Settlement

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3 **[REVISED DRAFT] SUPERIOR COURT OF THE STATE OF CALIFORNIA**
4 **FOR THE COUNTY OF CONTRA COSTA**

5 GENOVEVA HERRERA HERNANDEZ, an
6 individual, on behalf of herself, the State of
7 California, as a private attorney general, and on
8 behalf of all others similarly situated,

9 Plaintiff,

10 v.

11 LAS MONTANAS MARKET, INC., a
12 California corporation; and DOES 1 TO 50,

13 Defendants.
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Case No.: C23-00570

Notice of Proposed Class Action Settlement

15 *A court authorized this notice. This is not a solicitation from a lawyer.*
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1 **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

2 *You may be eligible to receive a settlement payment. Please read this notice carefully.*

3 A proposed class action settlement agreement (the “Settlement”) has been reached between:
4 **(1)** Plaintiff Genoveva Herrera Hernandez (“Plaintiff”), individually and in her representative capacity
5 on behalf of a group of prospective class members defined below, and as a private attorney general on
6 behalf of the State of California; and **(2)** Defendant Las Montanas Market, Inc. (“Defendant”). The
7 Settlement resolves disputed claims against Defendant arising out claims asserted by Plaintiff
8 concerning its compensation practices during the period from March 14, 2019, through March 15, 2025
9 (the “Class Period”) as applied to all individuals who are or were employed by Defendants as non-
10 exempt employees in California during the Class Period (“Class Members”).

11 The Court has granted preliminary approval of the Settlement and ordered this notice to be sent
12 to you because you may be entitled to money under the Settlement and because the Settlement affects
13 your legal rights.

14 **NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE**
15 **SETTLEMENT:** If you are a Class Member (as defined above) and received this notice, you are
16 automatically included in the Settlement and do not need to take any further action to receive a
17 payment. If you accept your settlement amount, you will release the claims described below.

18 **1. DESCRIPTION OF THE LAWSUIT**

19 Plaintiff, individually and in her representative capacity on behalf of the Class Members, and
20 as a private attorney general on behalf of the State of California, is pursuing a lawsuit against Defendant
21 in the Superior Court of the State of California for the County of Contra Costa in the matter of
22 ***Genoveva Herrera Hernandez v. Las Montanas Market, Inc.***, case number **C23-00570** (the “Action”).
23 The Action sought recovery for Defendant’s alleged: **(1)** failure to pay minimum wage for all hours
24 worked; **(2)** failure to pay proper overtime wages; **(3)** failure to provide compliant rest periods and pay
25 missed rest break premiums; **(4)** failure to provide compliant meal periods and pay missed meal period
26 premiums; **(5)** failure to maintain accurate employment records; **(6)** failure to pay timely wages during
27 employment; **(7)** failure to pay all wages due and owing at separation; **(8)** failure to reimburse business
28 expenses; **(9)** failure to provide complete and accurate wage statements; and **(10)** deceptive, fraudulent,

1 or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair
2 Competition Law. The Action further alleges claims and penalties Pursuant to the Labor Code Private
3 Attorneys General Act (“PAGA”) for violations of California Labor Code Sections 201, 202, 203, 204,
4 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
5 2802, 2804, and other provisions of the Labor Code.

6 **Defendant denies all liability, denies all allegations in the Action, and has raised various**
7 **defenses to the claims.** Defendant asserts that it fully complied with all applicable wage and hour laws,
8 and contends that civil penalties under PAGA are not warranted. Defendant also denies that the Action
9 is suitable for class certification. Defendant has entered into the Settlement solely for purposes of
10 resolving this dispute to avoid costly, disruptive, and time-consuming litigation and does not admit to
11 any wrongdoing or liability.

12 The Court has not ruled on the merits in the Action. By approving the Settlement and issuing
13 this notice, the Court is *not* suggesting which side would win or lose the case if it went to trial or
14 whether the claims are suitable for class certification. To avoid the additional expense, inconvenience,
15 and risk of continued litigation, however, Plaintiff and Defendant (the “Parties”) have concluded that
16 it is in their respective best interests and the interests of the Class Members to settle the Action on the
17 terms in the Class Action and PAGA Settlement Agreement and Release, which are described in this
18 notice. The Settlement was reached after Defendant provided extensive information and documents to
19 Plaintiff’s counsel, and after lengthy arms-length non-collusive negotiations between the Parties,
20 including mediation with an experienced and well-respected mediator in California. In these
21 negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and
22 determined that the Settlement was a fair, reasonable, and adequate way to resolve the disputed claims.

23 Plaintiff and Plaintiff’s counsel—Jonathan Melmed and Laura Supanich of Melmed Law Group
24 P.C., and Mehrdad Bokhour of Bokhour Law Group, P.C. (“Class Counsel”)—support the Settlement.
25 Among the reasons for support are the defenses to liability potentially available to Defendant, the risk
26 of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties
27 associated with litigation. Plaintiff and Class Counsel believe that the settlement described in this notice
28 is fair, adequate, reasonable, and in the best interests of Plaintiff and the Class Members.

1 Under the Settlement, the following settlement class will be certified under California law: *all*
2 *individuals who are or were employed by Defendants as non-exempt employees in California during*
3 *the Class Period*. The “Class Period” is defined as the period from March 14, 2019, through March 15,
4 2025. The Settlement provides for a gross settlement amount of \$450,000.00, a share of which is to be
5 distributed to the Class Members based on the pro rata number of weeks worked by the Class Members
6 during the Class Period as a proportion of all weeks worked by all Class Members. In exchange for
7 their share of the settlement amount, all participating Class Members will be deemed to have released
8 Defendant from liability on the terms in the Class Action and PAGA Settlement Agreement and
9 Release, which are described in this notice..

10 On [date of preliminary approval], the Court preliminarily approved the Settlement and
11 conditionally certified the settlement class. This notice is being sent to you because Defendant’s records
12 indicate that you worked for Defendant during the Class Period and that you meet the definition
13 required to be treated as a Class Member.

14 **2. TERMS OF THE SETTLEMENT**

15 Defendant has agreed to pay \$450,000.00 (the “Gross Settlement Amount”) to resolve the
16 claims in the Action. The Parties agreed to the following payments from the Gross Settlement Amount:

- 17 1. **Settlement Administration Costs.** The Court has approved Apex Class Action
18 Administration to act as the “Settlement Administrator,” who is sending this notice to
19 you and will perform many other duties relating to the Settlement. Under the Settlement,
20 up to \$15,000.00 will be paid from the Gross Settlement Amount to pay the Settlement
21 Administration Costs.
- 22 2. **Attorneys’ Fees and Expenses.** Class Counsel have been prosecuting the Action on
23 behalf of the Class Members on a contingency fee basis (that is, without being paid any
24 money to date) and have been paying all litigation costs and expenses. To date, the
25 Parties have aggressively litigated many aspects of the case including investigation,
26 settlement efforts, and a full-day mediation session. The Court will determine the actual
27 amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross
28 Settlement Amount. Class Members are not personally responsible for any of Class

1 Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of one-third of
2 the Gross Settlement Amount (i.e., \$150,000.00) as reasonable compensation for the
3 work Class Counsel performed and will continue to perform in the Action. Class
4 Counsel also will ask for reimbursement of up to \$20,000.00 for the costs Class Counsel
5 incurred in connection with the Action.

6 3. **Service Payment to Class Representative.** Class Counsel will ask the Court to provide
7 a service payment to Plaintiff in the amount of \$10,000.00 for Genoveva Herrera
8 Hernandez to compensate her for her efforts on behalf of the Class Members in the
9 Action, including assisting in the investigation and consulting with Class Counsel and
10 providing crucial documents to Class Counsel. Plaintiff also may receive a share of the
11 Settlement as a Class Member.

12 4. **PAGA Payment.** The Parties have agreed on a reasonable sum to be paid in settlement
13 of the PAGA claims included in the Action, which is \$10,000.00. The PAGA Payment
14 is to be approved by the Court pursuant to Labor Code section 2699 and is to be
15 distributed as follows: seventy-five percent (75%) (i.e., \$7,500.00) to the LWDA and
16 twenty-five percent (25%) (i.e., \$2,500.00) to the individuals who come within the
17 definition of an “aggrieved employee” for the purposes of the Settlement (i.e., all
18 individuals who are or were employed by Defendants as non-exempt employees in
19 California during the PAGA Period). The “PAGA Period” is defined for these purposes
20 to mean the period from March 14, 2022, through March 15, 2025.

21 After deducting the amounts above, the balance of the settlement amount will form the “Net
22 Settlement Amount” for distribution to the Class Members.

23 **3. DISTRIBUTION OF THE SETTLEMENT TO THE CLASS MEMBERS**

24 Each eligible Class Member who does not request exclusion from the Settlement will be deemed
25 a “Class Participant” and will receive a share from the Net Settlement Amount which will be distributed
26 pro rata based on the proportional number of weeks worked by each Class Member during the Class
27 Period (the “Individual Settlement Amount”). If any Class Member requests exclusion from the
28 Settlement, his or her share will be distributed to the remaining Class Participants.

1 Twenty percent (20%) of each Individual Settlement Amount will constitute payment in the
2 form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him
3 or her), and Eighty percent (80%) of each Individual Settlement Amount will constitute penalties and
4 interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her).

5 Defendant, or its proxies, shall take all usual and customary deductions from the Individual
6 Settlement Amount payments that are distributed as wages, including, but not limited to, state and
7 federal tax withholding, disability premiums, and unemployment insurance premiums. There will be
8 no deduction taken from the interest or penalty distribution—it will, however, be reported on IRS Form
9 1099 as income. Class Participants are responsible for the proper income tax treatment of their
10 Individual Settlement Amount. The Settlement Administrator, Defendant and its counsel, and Class
11 Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors
12 concerning the tax consequences and treatment of payments they receive under the Settlement.

13 The workweeks you worked for Defendant during the Class Period will be calculated based on
14 Defendant’s records. If you feel that you were not credited with the correct number of workweeks
15 worked during the Class Period, you may submit evidence to the Settlement Administrator on or before
16 [Response Deadline] with documentation to establish the number of workweeks you claim to have
17 actually worked during the Class Period. **Documentation sent to the Settlement Administrator will**
18 **not be returned or preserved, so do not send originals.** The Parties and the Settlement Administrator
19 will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should
20 be credited. The Settlement Administrator will make the final decision as to how many weeks are
21 credited and report the outcome to the Class Participant. If you are unsatisfied with the decision, you
22 may submit an objection, which is explained below.

23 Settlement checks will be mailed to all Class Participants after the Court grants final approval
24 of the Settlement and judgment is entered.

25 **4. THE RELEASE OF CLAIMS**

26 If the Court approves the Settlement, the Court will enter judgment and the Settlement will bind
27 all Class Participants. The Class Participants will then be barred from bringing any “Released Claims”
28 against the “Released Parties” as those terms are defined below.

1 The “Released Parties” shall include Las Montanas Market, Inc., and all of its parents,
2 subsidiaries, affiliates, sister companies, shareholders, owners, members, employees, directors, agents,
3 managing agents, officers, predecessors, successors and assigns, and any person that could be sued
4 under Labor Code Section 558.1, et seq.

5 The “Released Claims” are all California wage and hour claims, penalties, interest, and causes
6 of action, arising from or related to the claims pled in Plaintiff’s operative complaint (“Complaint”) or
7 that could have been pled in the Complaint based on the allegations in the Complaint, and the PAGA
8 Notice to the LWDA, including without limitation claims for unpaid minimum wages, overtime wages,
9 off-the-clock work time, failure to provide compliant meal breaks, failure to provide compliant rest
10 breaks, inaccurate wage statements, and failure to pay all wages owed upon termination under the
11 California Labor Code, or applicable wage order(s), unfair competition claims under California
12 Business & Professions Code §17200, et seq. based on the labor code violations alleged, and any
13 penalties, restitution, disgorgement, interest or attorneys’ fees, and penalties Pursuant to the Labor
14 Code Private Attorneys General Act (“PAGA”) for Violations of California Labor Code Sections 201,
15 202, 203, 204, 210, 226, 226.3, 226.7, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198,
16 1198.5, 1199, 2802, 2804, and other provisions of the Labor Code during the Class Period and PAGA
17 Period. This release will cover all Class Members who do not opt out. PAGA Members shall receive
18 their portion of the PAGA Payment regardless of their decision to opt out of the class settlement and
19 therefore the PAGA Release would apply to them even if they opt out.

20 The Settlement does *not* release Defendant or any person, party, or entity from claims, if any,
21 by Class Members for workers compensation, unemployment, or disability benefits of any nature.

22 Class Members who do not request exclusion from the Settlement will be deemed to have
23 acknowledged and agreed that their claims for wages and penalties in the Action are disputed, and that
24 the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be
25 deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable
26 to the Settlement payments. That section provides in pertinent part as follows:
27
28

1 “An employer shall not require the execution of a release of a claim or right on account
2 of wages due, or to become due, or made as an advance on wages to be earned, unless
3 payment of those wages has been made.”

4 **5. YOUR OPTIONS**

5 **5.1. DO NOTHING AND RECEIVE YOUR PORTION OF THE SETTLEMENT**

6 If you do nothing, you will be automatically included as a Class Participant in the Settlement
7 and will receive a settlement payment. You do *not* have to take any further action to receive your
8 settlement payment. It is, however, the responsibility of all Class Members to ensure that the Settlement
9 Administrator has your current address on file, or you may not receive important information or a
10 settlement payment. The estimated amount of your settlement payment if you do nothing is included
11 on the attached *Class Action Settlement Share Form*.

12 **5.2. REQUEST EXCLUSION FROM THE CLASS AND THE SETTLEMENT**

13 If you do *not* wish to take part in the class action portion of the Settlement (the “Class
14 Settlement”), you may exclude yourself (i.e., opt out of the Class Settlement) by sending the Settlement
15 Administrator a letter or card postmarked no later than [Response Deadline] that specifically requests
16 exclusion from the Class Settlement in this case. This letter or card must be received by the Class
17 Administrator. The request for exclusion must include your name, address, telephone number, and
18 signature, and it should state:

19 “I wish to be excluded from the settlement class in the case of *Genoveva Herrera*
20 *Hernandez v. Las Montanas Market, Inc.* I understand that if I ask to be excluded from
21 the settlement class, I will not receive any money from the Class Action settlement
22 portion of this lawsuit and will not be releasing any claims I might have, except as
23 otherwise stated in the Notice of Proposed Class Action Settlement for PAGA related
24 penalties.”

25 Send the request for exclusion directly to the Settlement Administrator at the following address
26 by no later than [Response Deadline]:

27 [Insert Settlement Administrator Address]
28

1 Any person who submits a timely request for exclusion from the Class Settlement shall, upon
2 receipt, no longer be a Class Member, shall be barred from participating in the Class Settlement, and
3 shall receive no benefits from the class action portion of the Settlement. If you want confirmation of
4 receipt of your request for exclusion, please send it by United States certified mail, return receipt
5 requested, or contact the Settlement Administrator.

6 **Importantly**, Class Members who timely and validly request exclusion from the Class
7 Settlement will *not* be excluded from their share of the PAGA Payment. Requesting exclusion from
8 the Class Settlement applies solely to the Class Members' entitlement to the class action portion of the
9 Settlement and not their entitlement to the PAGA Payment. If you request exclusion from the Class
10 Settlement you will still be entitled to your share, if any, of the PAGA Payment and releasing those
11 claims as stated above under PAGA.

12 **5.3. OBJECT TO THE SETTLEMENT**

13 You have the right to object to the terms of the Settlement if you do not request exclusion. If,
14 however, the Court rejects your objection, you will still be bound by the terms of the Settlement. If you
15 wish to object to the Settlement, or any portion of it, you may file with the Settlement Administrator
16 and the Court a written objection stating your name, address, telephone number, dates of employment
17 with Defendant, the case name and number, each specific reason in support of your objection, and any
18 legal support for each objection. Objections in writing must be mailed to the Settlement
19 Administrator—[Insert Settlement Administrator Address]—by no later than [Response Deadline] to
20 be considered. **Objections that do not include all required information, or that are not timely
21 submitted, might not be considered by the court.**

22 If you choose to object to the Settlement, you may also appear to speak at the final approval
23 and fairness hearing scheduled for [Final Approval Hearing Date], at [Final Approval Hearing Time]
24 in Department [Court Department] of the Superior Court of the State of California for the County of
25 Contra Costa, located at [Court Location]. You have the right to appear either in person or through your
26 own attorney at this hearing.

27 If you object to the Settlement, you will remain a Class Member, and if the Court approves the
28 Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as

1 Class Members who do not object. Any Class Member who does not object in the manner provided
2 above shall have waived any objection to the Settlement, whether by appeal or otherwise.

3 The Court may, at the time of the final approval and fairness hearing, have certain social
4 distancing requirements or procedures for attendance at hearings. If you wish to object to the Settlement
5 by speaking at the final approval and fairness hearing, you may contact Class Counsel, whose
6 information is provided below, for more information about the Court's current social distancing
7 procedures. You may also review the Court's website for the most current information.

8 **6. HOW TO UPDATE OR CHANGE YOUR ADDRESS**

9 If you move after receiving this notice or if it was misaddressed, please contact the Settlement
10 Administrator, [Settlement Administrator], at [Settlement Administrator Phone] or by email at
11 [Settlement Administrator Email], as soon as possible. **This is important to ensure that future notices
12 and/or the Settlement payment reach you.**

13 **7. NOTICE OF FINAL JUDGMENT IF THE SETTLEMENT IS APPROVED**

14 Within seven (7) days after the Court has held a final and fairness approval hearing and entered
15 a final order approving the Settlement, if it chooses to do so, the Settlement Administrator will post a
16 copy of that order and final judgment on its website at the following website address:

17 [Case-Specific Settlement URL (to be added by Settlement Administrator)]

18 **8. IF THE SETTLEMENT IS NOT APPROVED**

19 If the Settlement is not approved by the Court, or if any of its conditions are not satisfied, the
20 Settlement may be voided, in which case no money will be paid, and the case will return to litigation.
21 If that happens, there is no assurance: **(1)** that the class will be certified by the Court; **(2)** that any
22 decision at trial would be in favor of Class Members; **(3)** that a trial decision, if any, would be as
23 favorable to the Class Members as the Settlement; or **(4)** that any favorable trial decision would be
24 upheld if an appeal was filed.

25 **9. QUESTIONS OR COMMENTS**

26 **PLEASE DO NOT CALL OR CONTACT THE COURT.** If you have any questions about
27 the settlement, you may contact the Settlement Administrator at: [Settlement Administrator Phone] or
28

1 by e-mail at [Settlement Administrator Email]. You may also contact Class Counsel at the addresses
2 or phone numbers listed below.

3
4 **Lawyers Representing Plaintiff and the Class Members**

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