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FILED
Superior Court of California
County of Los Angeles

03/25/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

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

MICHAEL GIULIVO, JOHNNIE SILVESTRE, MICHELLE RODRIGUEZ, and WILLIAM DAVIS, individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”),

Plaintiffs,

vs.

ALBERTSON’S LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV13807
Related Case: 21AVCV00910

Assigned For All Purposes To:
Judge: Timothy Patrick Dillon

~~REVISED~~ ~~[PROPOSED]~~ **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, APPROVAL OF CLASS NOTICE, AND CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS**

Date: March 17, 2026
Time: 9:00 a.m.
Dept.: 15

Complaint filed: April 26, 2022
Trial: Not Set

1 **PROPOSED ORDER**

2 This matter came before the Court on the application of Plaintiffs Michael Giulivo
3 (“Plaintiff Giulivo”), Johnnie Silvestre (“Plaintiff Silvestre”), Michelle Rodriguez (“Plaintiff
4 Rodriguez”), and William Davis (“Plaintiff Davis”)(collectively as “Plaintiffs,”) for Preliminary
5 Approval of a Class Action and PAGA Settlement Agreement (“Settlement Agreement”), Approval
6 of Class Notice, and Conditional Certification of the Settlement Class (the “Preliminary Approval
7 Motion”). The Court considered the proposed Amended Class Action and PAGA Settlement
8 Agreement (“Settlement”) attached as Exhibit 1 to the Supplemental Declaration of James R.
9 Hawkins, the submissions of counsel, and all other papers filed in this action. This Order
10 incorporates, by reference, the definitions in the Settlement. The matter having been submitted,
11 and good cause appearing therefore, this Court **HEREBY ORDERS THE FOLLOWING:**

12 1. The provisions of the Settlement are hereby preliminarily approved. The Court
13 finds that the Settlement appears to be fair, adequate, and reasonable to Plaintiffs and the Settlement
14 Class, free of collusion and indicia of unfairness, and within the range of possible judicial approval.
15 The Court also finds that the Settlement resulted from arm’s length negotiations and is sufficient to
16 warrant the dissemination of Class Notice to Class Members.

17 2. Pursuant to California Code of Civil Procedure section 382 and California Rule of
18 Court 3.769, and for purposes of, and solely in connection with Settlement, the Court finds that
19 each of the requirements for certification of the class set forth in Plaintiffs’ Preliminary Approval
20 Motion are met and hereby conditionally certifies the following Class:

21
22 all individuals who were employed by Defendant Albertson’s LLC in any store in
23 the state of California as a non-exempt, hourly-paid employee at any time at any
24 time from April 26, 2018, though December 31, 2023.

25 3. Certification of the proposed Class for settlement purposes only is appropriate
26 under California Code of Civil Procedure section 382 and California Rule of Court 3.769. The
27 Court has considered the Settlement and the papers in support of the Motion for Preliminary
28 Approval and finds that the proposed Class is proper and should be certified, for settlement purposes

1 only, in the circumstances of this case. Specifically, the Court finds (a) that the Class is
2 ascertainable; (b) the Class is sufficiently numerous such that joinder of all members is
3 impracticable; (c) there are questions of law and fact common to the Class; (d) the named Plaintiffs'
4 claims are typical of the claims of the Class; (e) the named Plaintiffs and Plaintiffs' Counsel have
5 and are able to adequately represent the Class; and (f) class-wide treatment of this dispute is superior
6 to other available methods for adjudicating the controversy. It is therefore ordered that the Class is
7 certified for settlement purposes only.

8 4. If the Settlement is terminated or not consummated, the certification shall be void.
9 In such case, Plaintiffs, the Class Members, the Aggrieved Employees, and Defendant Albertson's
10 LLC ("Defendant" or "Albertson's") shall be returned to their respective statuses as of the date
11 immediately prior to the execution of the Settlement and neither the Settlement nor this Preliminary
12 Approval Order shall have any bearing on, and neither shall be admissible in connection with (a)
13 any issue in this action or any claim raised under any other federal, state, or local law that was
14 intended to be encompasses within any of the complaints included in Plaintiffs' Consolidated
15 Action; (b) whether certification would be appropriate in a non-settlement context; (c) Defendant's
16 liability for any final judgment or to any Class Member; and (d) any judgment ultimately sought to
17 be entered against Defendant or otherwise. If the Settlement is terminated or not consummated,
18 Defendant shall have reserved its rights to oppose any and all class certification motions and to
19 oppose the adequacy of the named Plaintiffs as the representative of any putative class or Plaintiffs'
20 Counsel as Class Counsel.

21 5. The Court appoints and designates the named Plaintiffs Michael Giulivo, Johnnie
22 Silvestre, Michelle Rodriguez, and William Davis, as Class Representatives.

23 6. The Court appoints and designates James Hawkins, APLC, The Bainer Law Firm,
24 and The Nourmand Law Firm as Class Counsel. Class Counsel are located at the following
25 addresses:

26 James R. Hawkins, Esq.
27 Christina M. Lucio, Esq.
28 JAMES HAWKINS APLC
9880 Research Drive, Suite 200

1 Irvine, CA 92618
2 Telephone: (949) 387-7200
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4 Matthew R. Bainer, Esq.
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11 Michael Nourmand, Esq.
12 James A. De Sario, Esq.
13 THE NOURMAND LAW FIRM, APC
14 8822 West Olympic Boulevard
15 Beverly Hills, California 90211
16 Telephone: (310) 553-3600
17 Facsimile: (310) 553-3603

18 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required
19 by, or which may be given, pursuant to the Settlement, and such other acts necessary to finalize the
20 Settlement and its terms. Any Class Member may enter an appearance through his or her own
21 counsel at such Class Member's own expense. Any Class Member who does not enter an
22 appearance or appear on his or her own behalf will be represented by Class Counsel.

23 7. The Court hereby approves the terms provided for in the Settlement, finding them
24 to be fair and reasonable and in the best interests of the parties.

25 8. The Court hereby preliminarily approves the Settlement and the Gross Settlement
26 Amount of \$3,000,000, with the total Net Settlement Amount to be paid to Class Members who do
27 not opt out or exclude themselves from the class being calculated by subtracting the following from
28 the Gross Settlement Amount subject to Court approval: (1) Class Counsel Fees (in an amount not
to exceed 33.33% of the Gross Settlement Amount (estimated \$1,000,000)); (2) reimbursement of
Class Counsel Costs incurred (not to exceed Fifty Thousand dollars (\$50,000)); (3) Settlement
Administration Expenses to Apex Class Action (estimated not to exceed \$104,500; (4) Service
Awards to the Class Representatives (not to exceed \$10,000 to each Named Plaintiff); and (5) the
\$150,000 PAGA Payment, with 75% to be paid to the LWDA, and 25% to be paid out to the

1 Aggrieved Employees. The Net Settlement Amount will be paid as Individual Settlement Payments
2 to Class Members who do not opt out or exclude themselves is anticipated to be approximately
3 \$1,655,500.

4 9. The Court further preliminarily approves the formulas provided in the Settlement
5 for calculating Individual Settlement Payments—each Class Member’s estimated Individual
6 Settlement Payment Amount will be calculated by (a) dividing the Net Settlement Amount by the
7 total number of Workweeks worked by all Participating Class Members during the Class Period
8 and (b) multiplying the result by each Participating Class Member’s Workweeks.

9 10. Additionally, Defendant’s employer share of payroll taxes on Individual Settlement
10 Payments shall not be included in the \$3,000,000 Gross Settlement Amount and Defendant will pay
11 such taxes in a payment separate and apart from the other payments which will be deducted from
12 the Gross Settlement Amount.

13 11. The Court further preliminarily approves the formulas provided in the Settlement
14 for calculating Individual PAGA Payments to Aggrieved Employees—as with Individual
15 Settlement Payments, each Aggrieved Employee’s Individual PAGA Payment shall be distributed
16 pro rata based on the number of pay periods worked by that employee during the PAGA Period.

17 12. The Court finds on a preliminary basis that the Settlement, including the Class
18 Representatives Service Awards, Class Counsel Attorneys’ Fees and Costs, the Settlement
19 Administration Expenses, the PAGA Payment, and the allocation of payments to Class Members,
20 appears to be within the range of reasonableness of a settlement that could ultimately be given final
21 approval by this Court. It appears to the Court on a preliminary basis that the Settlement is fair,
22 adequate and reasonable as to all potential Class Members when balanced against the probable
23 outcome of further litigation relating to liability and damages issues. It also appears that extensive
24 and costly investigation, research and court proceedings have been conducted so that counsels for
25 the parties are able to reasonably evaluate their respective positions. It appears to the Court that
26 settlement at this time will avoid substantial additional costs by all parties, as well as avoid the
27 delay and risks that would be presented by the further prosecution of this class action. It also
28

1 appears that Settlement has been reached as result of intensive, serious and non-collusive, arms-
2 length negotiations.

3 13. The Court hereby approves, as to form and content, the Notice of Class Action
4 Settlement (“Class Notice”) to be sent to Class Members, which is attached to the Settlement
5 Agreement as Exhibit A. The Court finds that distribution of the Notice to the Class Members
6 substantially in the manner and form set forth in the Settlement and this Order meets the
7 requirements of due process and shall constitute due and sufficient notice to all parties entitled
8 thereto.

9 14. The Court further finds the proposed Class Notice to be the best means practicable
10 of providing notice under the circumstances and when completed shall constitute due and sufficient
11 notice of the Action, proposed Settlement, and Final Approval hearing to all persons affected by
12 and/or authorized to participate in the Settlement, in full compliance with due process and the
13 requirements of the California Rules of Court and California Code of Civil Procedure.

14 15. The provisions of the Settlement are deemed incorporated as if expressly set forth
15 in this Preliminary Approval Order and have the full force and effect of an Order of this Court.
16 Class Members shall have 45 calendar days to object to the Settlement, request exclusion from the
17 Settlement, or dispute the workweeks allocated and identified in the Class Member’s Notice of
18 Class Action Settlement.

19 16. The Court appoints and designates Apex Class Action as the Settlement
20 Administrator. The Court hereby directs the Settlement Administrator to provide the approved
21 Class Notice to the Class Members and administer the Settlement in accordance with the procedures
22 set forth in the Settlement Agreement attached as Exhibit 1 to the Supplemental Hawkins
23 Declaration. The Notice will also be sent to the Aggrieved Employees, (also called the “PAGA
24 Group”). Aggrieved Employees will not have an opportunity to Request Exclusion or Object to the
25 Settlement.

26 17. Any Class Member may choose to opt out of and be excluded from the Settlement
27 as provided in the Settlement and Class Notice and by following the instructions for requesting
28 exclusion. Any person who timely and properly excludes themselves from the Settlement will not

1 be bound by it or have any right to object, appeal or comment thereon. Any requests for exclusion
2 must be signed by each such Class Member opting out and sent to the Settlement Administrator at
3 the address on the form. Class Members who have not timely requested exclusion shall be bound
4 by all determinations of the Court, the Settlement and the Judgment. Class Members who do not
5 exclude themselves from the Settlement will receive their Individual Settlement Payment as
6 Participating Class Members and will be bound by the Judgment.

7 18. Any Class Member may object to the Settlement or express his or her views
8 regarding the Settlement and may present evidence and file briefs or other papers that may be proper
9 and relevant to the issues to be heard and determined by the Court as provided in the Class Notice.
10 To object to the Settlement, or any term of it, the person making the objection must not submit a
11 Request for Exclusion (*i.e.*, must not opt-out), and must send the Settlement Administrator a written
12 objection by the Response Deadline by fax, email, or U.S. Mail. Written objections must be signed
13 by the Class Member and contain all information required by this Settlement Agreement, and must
14 be timely pursuant to the Settlement Agreement. The administrator shall provide, on a weekly
15 basis, written reports to Class Counsel and Defense Counsel that include, among other things, all
16 objections received. Counsel for the Parties shall file with the Court any response to the objections
17 submitted by objecting Class Members at least five (5) court days before the date of the Final
18 Approval/Settlement Fairness Hearing.

19 19. In addition, or as an alternative to a sending a written objection, Class Members
20 may also appear at the Final Approval Hearing to raise any objections; the Court retains final
21 authority with respect to the consideration and admissibility of any written objections and any in-
22 person objections by Class Members at the Final Approval Hearing. Class Members who fail to
23 object in writing in accordance with the above requirements or in person at the Final Approval
24 Hearing, by the date the Court issues an order granting final approval of the Settlement, will be
25 deemed to have waived all objections to the Settlement and will be foreclosed from making any
26 objections, whether by appeal or otherwise, to the Settlement.

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1 20. The Settlement Administrator shall file a declaration concurrently with the filing
2 of any motion for final approval, authenticating a copy of every request for exclusion and/or
3 objection received by the Settlement Administrator.

4 21. The motion for final approval shall be filed by the Class Representatives through
5 Class Counsel no later than sixteen (16) court days before the Final Approval Hearing.

6 22. Effective on the date when Defendant fully funds the entire Gross Settlement
7 Amount, and all employer payroll taxes owed on the Wage Portion of the Individual Class
8 Payments, all Class Members who have not submitted requests for exclusion and the Class
9 Representative will be deemed to have forever released and discharged the Released Class Claims
10 applicable to them and waived their rights for the applicable Released Class Claims, as set forth in
11 the preliminarily approved Settlement.

12 23. Effective on the date when Defendant fully funds the entire Gross Settlement
13 Amount, and all employer payroll taxes owed on the Wage Portion of the Individual Class
14 Payments, all Aggrieved Employees will be deemed to have forever released and discharged the
15 Released PAGA Claims applicable to them and waived their rights for the applicable Released
16 PAGA Claims, as set forth in the preliminarily approved Settlement.

17 24. The Court reserves the right to adjourn or continue the date of the Final Approval
18 Hearing and all dates provided for in the Settlement without further notice to the Class and retains
19 jurisdiction to consider further applications concerning the Settlement. However, Class Counsel
20 will give notice to any objecting party of the continuance of any hearing on the motion for Final
21 Approval.

22 25. The Court order the following schedule for further proceedings:

- 23 a. No later than 04/24/2026 [30 days after preliminary approval is granted],
24 Albertson's shall provide a list containing Class Members' (i) each Class Member's
25 full name; (ii) last known mailing address and telephone number; (iii) Social
26 Security number; (iv) the respective number of Workweeks that each Class Member
27 worked during the Class Period; and (v) the respective number of PAGA Pay
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Periods that each Aggrieved Employee worked during the PAGA Period (“Class Data”).

- b. No later than 04/29/2026 [3 business days after receiving the Class Data], the Settlement Administrator shall send the Notice of Class Action Settlement (the “Notice”) via first-class mail to Class Members.
- c. No later than 06/15/2026 [45 days after the Administrator mails Class Notice], Class Members may submit a request for exclusion from the Settlement in accordance with the Settlement.
- d. No later than 06/15/2026 [45 days after the Administrator mails Class Notice], Class Members may submit a dispute or challenge to the information in the Notice in accordance with the Settlement.
- e. No later than 06/15/2026 [45 days after the Administrator mails Class Notice], Class Members may submit objections in accordance with the Settlement.
- f. No later than 07/10/2026 [14 calendar days prior to the Parties deadline to file a Final Approval Motion], the Settlement Administrator shall provide Class Counsel and Defense Counsel a declaration under oath to: (i) certify completion of administration of the Notice Packets to the Court and counsel for all Parties; and (ii) provide all Settlement-related data, including the number of Class Members who submitted valid Requests for Exclusion and/or Notices of Objection to the Settlement.
- g. A Final Approval Hearing shall be held before this Court on 08/17/2026 at 10:00 a.m./~~p.m.~~ to determine all necessary matters concerning the Settlement, including, whether this Court should grant final approval, whether there should be any Attorneys’ Fees and Costs Award and/or Service Awards, and the amounts of any such awards.

26. Any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing to show cause why the Settlement should not be approved as fair, adequate, and



1 reasonable, or to object to any request for an Attorneys' Fees and Costs Award and/or Service
2 Awards. An objecting Class Member is not required to appear, in person or by counsel, at the Final
3 Approval Hearing to have his or her objection considered by the Court.

4 27. Nothing in this Preliminary Approval Order is, or may be construed as, an
5 admission or concession on any point of fact or law by or against the Plaintiffs or Defendant.

6 28. Class Counsel, Defendant, and the Settlement Administrator are directed to carry
7 out their obligations under the Settlement.

8 **IT IS SO ORDERED.**

9
10 DATED: 03/25/2026

By:  
Honorable Kenneth R. Freeman
Judge of the Superior Court
Timothy Patrick Dillon / Judge

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1 **PROOF OF SERVICE, COUNTY OF ORANGE**

2 I am a resident of the State of California, County of Orange. I am over the age of eighteen
3 years and not a party to the within action. My business address is 9880 Research Drive., Suite
4 200, Irvine, California 92618.

5 On March 17, 2026, I served on the interested parties in this action the following document(s)
6 entitled:

7 -REVISED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
8 ACTION AND PAGA SETTLEMENT, APPROVAL OF CLASS NOTICE, AND
9 CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS

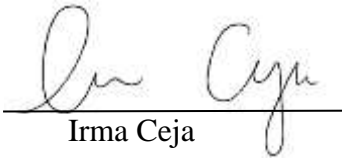
10 **[XX] BY CASEANYWHERE:** Via electronic filing service provider—
11 electronically transmitting the documents listed above to CaseAnywhere, an electronic filing
12 service provider, at www.caseanywhere.com pursuant to the Court’s Order Authorizing
13 Electronic Service. The transmission(s) was reported as complete and without error to the
14 addresses as stated on the service list below.

15 **SERVICE LIST**

16 *Please see page attached*

17 **[X] STATE:** I declare under penalty of perjury, under the laws of the State of California, that the
18 above is true and correct.

19 Executed on March 17, 2026, at Irvine, California.

20 
21 Irma Ceja

1 **SERVICE LIST**

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