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*B.D.*  
**ELECTRONICALLY RECEIVED**  
Superior Court of California,  
County of San Diego

**09/22/2021** at 08:50:28 PM

Clerk of the Superior Court  
By Erika Engel, Deputy Clerk

**FILED**  
Clerk of the Superior Court

OCT 15 2021

By: B. DELGADO *B.D.*  
*CORRECT*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO**

10 TANYA MYERS, individually, and on behalf  
11 of other members of the general public  
12 similarly situated;

13 Plaintiff,

14 v.

15 ESCONDIDO GROCERY OUTLET, an  
16 unknown business entity; J&J BYUN, INC., a  
17 California corporation and DOES 1 through  
18 100, inclusive,

19 Defendants.

Case No.: 37-2018-00033765-CU-OE-CTL

Honorable Richard E. L. Strauss  
Department C-75

**CLASS ACTION**

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

Date: October 15, 2021  
Time: 9:00 a.m.  
Department: C-75

Complaint Filed: July 9, 2018  
Trial Date: None Set

1        This matter has come before the Honorable Richard E. L. Strauss in Department C-75 of  
2 the above-entitled Court, located at Central Courthouse, 330 W. Broadway, San Diego, CA 92101,  
3 on Plaintiff Tanya Myers's ("Plaintiff") Motion for Final Approval of Class Action Settlement,  
4 Attorneys' Fees, Costs, and Service Award ("Motion for Final Approval"). Lawyers for Justice,  
5 PC appeared on behalf of Plaintiff, and Jackson Lewis, P.C. appeared on behalf of Defendant J&J  
6 BYUN, INC., d/b/a GROCERY OUTLET ESCONDIDO (erroneously sued as Escondido Grocery  
7 Outlet) ("Defendant").

8        On June 17, 2021, the Court entered the Order Granting Preliminary Approval of Class  
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement  
10 of the above-entitled action ("Action") in accordance with the Class Action Agreement and  
11 Release of Claims ("Settlement," "Agreement," or "Settlement Agreement"), which, together with  
12 the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

13        Having reviewed the Settlement Agreement and duly considered the parties' papers and  
14 oral argument, and good cause appearing,

15        **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16        1. All terms used herein shall have the same meaning as defined in the Settlement  
17 Agreement and the Preliminary Approval Order.

18        2. This Court has jurisdiction over the claims of the Class Members asserted in this  
19 proceeding and over all parties to the Action.

20        3. The Court finds that the applicable requirements of California Code of Civil  
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification  
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is  
24 hereby defined to include:

25        All current and former hourly-paid or non-exempt employees who worked for  
26 Defendant within the State of California at any time during the period from July 26,  
2016 through January 4, 2019 ("Class" or "Class Members").

27        4. The Court confirms Edwin Aiwazian, Esq., Arby Aiwazian, Esq., and Joanna Ghosh,  
28 Esq. of Lawyers for Justice, PC as counsel for the Class ("Class Counsel"), and Plaintiff Tanya Myers

1 as representative of the Class ("Class Representative").

2 5. The Notice of Class Action Settlement ("Notice") that was provided to the Class  
3 Members, fully and accurately informed the Class Members of all material elements of the  
4 Settlement and of their opportunity to participate in, object to, or comment thereon, or to seek  
5 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,  
6 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of  
7 California, the United States Constitution, due process and other applicable law. The Notice fairly  
8 and adequately described the Settlement and provided the Class Members with adequate  
9 instructions and a variety of means to obtain additional information.

10 6. Pursuant to California law, the Court hereby grants final approval of the Settlement  
11 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More  
12 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
13 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,  
14 adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement  
15 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the  
16 evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk,  
17 expense, and complexity of the claims presented; the likely duration of further litigation; the  
18 amount offered in the Settlement; the extent of investigation and discovery completed; and the  
19 experience and views of Class Counsel. The Court has further considered the absence of objections  
20 to and requests for exclusion from the Settlement submitted by Class Members. Accordingly, the  
21 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement  
22 and the following terms and conditions.

23 7. A full opportunity has been afforded to the Class Members to participate in the  
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
26 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and  
27 validly opt out of the Settlement ("Settlement Class Member") are bound by this Final Approval  
28 Order and Judgment.

1           8.       The Court finds that payment of Settlement Administration Costs in the amount of  
2 \$7,000.00 is appropriate for the services performed and costs incurred and to be incurred for the  
3 notice and settlement administration process. It is hereby ordered that the Settlement  
4 Administrator, ILYM Group, Inc., shall issue payment to itself in the amount of \$7,000.00, in  
5 accordance with the terms and methodology set forth in Settlement Agreement.

6           9.       The Court hereby enters Judgment by which Settlement Class Members shall be  
7 conclusively determined to have given a release of any and all Released Claims by All Settlement  
8 Class Members against the Released Parties, as set forth in the Settlement Agreement and Notice.

9           10.      It is hereby ordered that Defendant shall deposit the Total Settlement Amount into  
10 an account established by the Settlement Administrator within thirty (30) calendar days after the  
11 Effective Date, in accordance with the terms and methodology set forth in the Settlement  
12 Agreement.

13          11.      It is hereby ordered that the Settlement Administrator shall distribute Individual  
14 Settlement Payments to the Settlement Class Members within fifteen (15) calendar days after  
15 Defendant funds the Total Settlement Amount, according to the methodology and terms set forth  
16 in the Settlement Agreement.

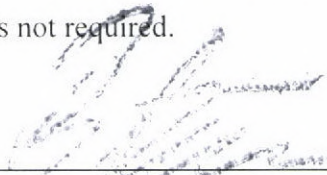
17          12.      It is ordered that any and all Individual Settlement Payment checks issued to  
18 Settlement Class Members shall be valid for a period of one hundred and eighty (180) calendar  
19 days from the date of issuance of the check, and after this time period, the check(s) shall be  
20 cancelled. The funds associated with such cancelled checks shall be transmitted to the Legal Aid  
21 Society of San Diego. Prior to transmitting the funds from uncashed checks to Legal Aid Society  
22 of San Diego, the Parties shall submit a stipulation and proposed order to the Court complying  
23 with California Code of Civil Procedure section 384's amended provisions as to *cy pres*  
24 beneficiaries.

25          13.      After entry of this Final Approval Order and Judgment, pursuant to California Rules  
26 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
27 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and  
28 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate

1 any dispute arising from or in connection with the distribution of settlement benefits.

2 14. Notice of entry of this Final Approval Order and Judgment shall be given to the  
3 Class Members by posting a copy of the Final Approval Order and Judgment on ILYM Group,  
4 Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final  
5 Approval Order and Judgment. Individualized notice is not required.

6  
7 Dated: OCT 15 2021

  
8 HONORABLE RICHARD E. L. STRAUSS *R.D.*  
9 JUDGE OF THE SUPERIOR COURT

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