

OCT 15 2021

BY   
JESSICA MORALES, DEPUTY

**BRADLEY/GROMBACHER, LLP**  
Marcus J. Bradley, Esq. (SBN 174156)  
Kiley L. Grombacher, Esq. (SBN 245960)  
Lirit A. King, Esq. (SBN 252521)  
31365 Oak Crest Drive, Suite 240  
Westlake Village, California 91361  
Telephone: (805) 270-7100  
Facsimile: (805) 270-7589  
mbradley@bradleygrombacher.com  
kgrombacher@bradleygrombacher.com  
lking@bradleygrombacher.com

**LAW OFFICES OF SAHAG MAJARIAN II**  
Sahag Majarian II, Esq. (SBN 146621)  
18250 Ventura Boulevard  
Tarzana, California 91356  
Telephone: (818) 609-0807  
Facsimile: (818) 609-0892  
Email: sahgii@aol.com

Attorneys for Plaintiffs, individually  
and on behalf of other individuals similarly situated

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
**COUNTY OF SAN BERNARDINO**

KARLA ANDRADE RAMIREZ, GUILLERMO  
A. SALDIVAR, HECTOR M. SALDIVAR  
individually and on behalf of other individuals  
similarly situated,

Plaintiffs,

v.

BODEGA LATINA CORPORATION, a  
Delaware corporation; and DOES 1 through 100,  
inclusive

Defendants,

and

STATE OF CALIFORNIA,

Intervenor and Real Party  
in Interest,

**CASE NO. CIVDS2016884**  
Assigned to Hon David Cohn, Dept S26

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
AND PAGA SETTLEMENT AND  
RELEASE, CLASS REPRESENTATIVE  
ENHANCEMENT PAYMENTS, AND  
ATTORNEYS FEES AND COSTS; AND  
JUDGMENT**

Complaint Filed: August 3, 2020  
First Amend. Complaint Filed: June 24, 2021

~~PROPOSED~~ ORDER

The Motion of plaintiffs KARLA ANDRADE RAMIREZ, GUILLERMO A. SALDIVAR, and HECTOR M. SALDIVAR (“Plaintiffs”) for Final Approval of Class Action and PAGA Settlement and Release came on regularly for hearing before this Court on October 15, 2021 pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action and PAGA Settlement and Release (“Preliminary Approval Order”). Having considered the parties’ Stipulation of Settlement (“Settlement” or “Settlement Agreement”) and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Class Members and the California Labor Workforce Development Agency (“LWDA”) pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement and HEREBY ORDERS THE FOLLOWING:

1. Final judgment is hereby entered in conformity with the Settlement and this Court’s Preliminary Approval Order. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The conditional class certification contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for purposes of the Settlement, a Class defined as: “current and former non-exempt employees of Defendant who worked for and/or provided services to Defendant (or any direct affiliates) in California at any time during the Class Period of January 1, 2017 through June 25, 2021”.

3. Plaintiffs KARLA ANDRADE RAMIREZ, GUILLERMO A. SALDIVAR, and HECTOR M. SALDIVAR are hereby confirmed as Class Representatives, and Marcus J. Bradley, Esq. of BRADLEY/GROMBACHER, LLP is hereby confirmed as Class Counsel.

4. Notice was provided to Class Members as set forth in the Settlement Agreement, which was approved by the Court on June 25, 2021, and the notice process has been completed in conformity

1 with the Court's Orders. The Court finds that said notice was the best notice practicable under the  
2 circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set  
3 forth therein, informed Class Members of their rights, and fully satisfied the requirements of California  
4 Code of Civil Procedure section 1781(e), California Rule of Court 3.769, and due process.

5         5. Out of a class of 19,849 members, there is a single objector in this case, Oscar Rodriguez.  
6 However, it is not just the number of objectors which should be considered but also the merit and  
7 weight of the grounds for the singular objection. Although Mr. Rodriguez objected to the settlement  
8 he did not opt out. The court has considered the written objection submitted to the Claims  
9 Administrator which has been filed by the court and made part of the record. As noted by other courts,  
10 "[i]n the context of a settlement agreement, the test is not the maximum amount plaintiffs might have  
11 obtained at trial on the complaint, but rather whether the settlement is reasonable under all of the  
12 circumstances." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250. As stated by the  
13 court in *Wershba v. Apple Computer, Inc.*: "A settlement need not obtain 100 percent of the damages  
14 sought in order to be fair and reasonable. Compromise is inherent and necessary in the  
15 settlement process. Thus, even if 'the relief afforded by the proposed settlement is substantially  
16 narrower than it would be if the suits were to be successfully litigated,' this is no bar to a class  
17 settlement because 'the public interest may indeed be served by a voluntary settlement in which each  
18 side gives ground in the interest of avoiding litigation.'" (*Wershba v. Apple Computer, Inc.*, supra,  
19 *Wershba*, supra, 91 Cal.App.4th at 250, citing *Air Line Stewards, etc., Loe. 550 v. American Airlines*  
20 *Inc.* (7th Cir. 1972) 455 F.2d 101, 109.)

21         6. 19,849 class members received notice of the proposed settlement. 19,839 individuals  
22 elected to participate in the settlement, representing 99.5% of the 19,849 settlement class members.  
23 The individuals who timely and validly opted-out of this Settlement and who will not be bound by  
24 this judgment are: Helder Parra Echeverry, Laura Torres, Adrian Valadez Orozco, Maria R Ceja, Andrew  
25 Garcia, Brittany M Villasenor Renteria, Veronica Etelvina Nolasco, Maria Hernandez Gonzalez, Maria G  
26 Lara, and Eva S Felix.



1           14. The Court finds that attorneys' fees in the amount of \$216,666.67 and actual litigation  
2 costs of \$13,604.95 for Class Counsel are fair, reasonable, and adequate, and orders that the Settlement  
3 Administrator distribute these payments to Class Counsel in conformity with the terms of the  
4 Settlement.

5           15. The Court orders that the Settlement Administrator shall be paid \$70,000 from the  
6 Maximum Settlement Amount for all of its work done and to be done until the completion of this  
7 matter, and finds that sum appropriate.

8           16. This document shall constitute a final judgment pursuant to California Rule of Court  
9 3.769(h) which provides, "If the court approves the settlement agreement after the final approval  
10 hearing, the court must make and enter judgment. The judgment must include a provision for the  
11 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court  
12 may not enter an order dismissing the action at the same time as, or after, entry of judgment." The  
13 Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

14           17. Defendant Bodega Latina, Inc. ("Defendant") nor any of the Released Parties shall have  
15 any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or  
16 liability, except as provided for by the Settlement Agreement.

17           18. Neither the making of the Settlement Agreement nor the entry into the Settlement  
18 Agreement constitutes an admission by Defendants, nor is this Order a finding of the validity of any  
19 claims in the Action or of any other wrongdoing. Further, the Settlement Agreement is not a  
20 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity  
21 or persons; nor may any action taken to carry out the terms of the Settlement Agreement be construed  
22 as an admission or concession by or against Defendant or any related person or entity.

23           19. The Parties will bear their own costs and attorneys' fees except as otherwise provided by  
24 this Court's Order awarding Class Counsels' award for attorneys' fees and litigation costs.

25           20. By virtue of this Judgment and as of the date of this Order, the Plaintiffs, the Settlement  
26 Class and the LWDA have released all "Released Claims" as defined in the Settlement Agreement  
27 which was filed with this Court on June 10, 2021 in support of the Motion for Preliminary Approval  
28



1           23. The Court retains continuing jurisdiction to enforce this Settlement pursuant to California  
2 Rule of Court 3.769(h), even after the entry of judgment based thereon. Without affecting the finality  
3 of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction  
4 over the action and the Parties, including all Participating Class Members, for purposes of enforcing  
5 and interpreting this Order and the Settlement.

6           24. By this judgment, the Settlement Class Members shall be deemed to have, and by  
7 operation of the judgment shall have, fully, finally, and forever released, relinquished and discharged  
8 all Released Claims.

9           25. Plaintiffs shall give notice of this Judgment to Settlement Class Members pursuant to rule  
10 3.771 of the California Rules of Court, by posting an electronic copy of the Judgment on the Settlement  
11 Administrator's Website.

12           26. Plaintiffs' Complaint is dismissed with prejudice. Pursuant to Code of Civil Procedure  
13 section 664.6, the Court shall retain continuing jurisdiction over the Parties to this action to ensure  
14 effectuation of the Settlement in accordance with the terms of the Settlement and this Order/ Judgment.

15           27. Plaintiffs shall submit a copy of this Order to the LWDA within ten (10) days of entry of  
16 this Order.

17           28. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered through the  
18 filing of this Order and Judgment.

19  
20 IT IS SO ADJUDICATED.

21  
22 DATED: 10/05/12

  
\_\_\_\_\_  
HON. DAVID COHN  
SAN BERNARDINO SUPERIOR COURT

23  
24  
25  
26  
27  
28