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Superior Court of California  
County of Los Angeles

PA  
AUG 26 2015

Sherri R. Carter, Executive Officer/Clerk  
By: Roxanne Arraiga, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

XIAO PING ZHU, individually, YAN FANG  
CHEN, individually and on behalf of all others  
similarly situated,

Representative Plaintiffs,

vs.

TAWA Supermarket, Inc., a California  
Corporation; and DOES 1 through 20, inclusive,

Defendants.

) Case No. BC398659  
) (Consolidated with BC422900)

) CLASS ACTION

) ~~PROPOSED~~ ORDER AND JUDGMENT  
) GRANTING MOTION FOR FINAL  
) APPROVAL OF CLASS ACTION  
) SETTLEMENT AND ATTORNEYS' FEES  
) AND COSTS AWARD

) (Filed concurrently with Notice of Motion and  
) Memorandum of Points and Authorities in  
) Support of Motion for Final Approval of Class  
) Action Settlement and Attorneys' Fees and  
) Costs Award; Declaration of Torey Joseph  
) Favarote; Declaration of George A. Gallegos;  
) and Declaration of Stacy Roe)

) Date: August ~~20~~<sup>26</sup>, 2015  
) Time: ~~3:00 pm~~ <sup>2:30 pm</sup>  
) Judge: Hon. Kenneth R. Freeman  
) Dept.: 310

) Action Filed: September 23, 2008  
) Trial Date: None

1 **ORDER & JUDGMENT**

2 The motion of plaintiffs Xiao Ping Zhu, Yan Fang Chen and Juan Garcia Tapia and the  
3 certified class ("Plaintiffs") for an order granting final approval of class action settlement came on  
4 for hearing in Department 310 of this Court on August ~~20~~<sup>26</sup>, 2015. This is a wage and hour class  
5 action brought against TAWA Supermarket, Inc., a California Corporation ("Defendant"). Plaintiffs  
6 allege that Defendant underpaid wages due to its California employees by failing to include  
7 bonuses into the calculation of their regular rate of pay, failed to timely pay all wages due at the time  
8 of termination, and failed to provide legally adequate itemized wage statements.

9 The Court, having read the papers filed with regard to Plaintiffs' motion for final approval  
10 of class action settlement and hearing argument regarding that motion on August 20, 2015, hereby  
11 FINDS, ORDERS AND ADJUDGES:

12 1. The Court has jurisdiction over the subject matter of this litigation and over all  
13 parties to this Action, including the class members.

14 2. The Court finds that the settlement agreement was entered into in good faith, is a  
15 product of arm's-length negotiations between the parties and that the terms of the settlement are  
16 fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds the  
17 settlement satisfies the standards and applicable requirements for final approval of this class action  
18 settlement under California law, including the provisions of California Code of Civil Procedure  
19 section 382 and California Rules of Court, Rule 3.769.

20 3. The settlement agreement is therefore finally approved. The settlement agreement  
21 and the amendments are incorporated herein.

22 a. All participating class members will be paid in this fashion: (1) all class members  
23 who returned a claim form will receive their individual payment as listed on the  
24 claim form. Those participating class members that receive a payment for unpaid  
25 wages and interest shall also receive in equal share the unclaimed wages and interest  
26 that was a part of the settlement.

27 b. Class Counsel shall be awarded attorneys' fees and costs in the amount of \$625,000.

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- 1 c. Named plaintiffs Xiao Ping Zhu, Yan Fang Chen and Juan Garcia Tapia shall be  
2 granted an incentive award pursuant to the terms of the Joint Stipulation of  
3 Settlement.
- 4 d. The claims administrator, Rust Consulting, Inc., shall be granted payment in the  
5 amount of \$49,992 for its fees and services.
- 6 e. The claims administrator is to make a \$5,000 payment to the LWDA for PAGA  
7 penalties.
- 8 f. Defendant is to fund the settlement by sending payment to Rust Consulting, Inc.  
9 within 21 days of the date this Order is signed by the Court.

10 4. The Court orders the parties to the settlement agreement to perform forthwith each  
11 of their obligations as set forth according to its terms.

12 5. Class Counsel has used its best efforts to locate class members and to provide them  
13 with notice that fully and accurately informed class members of all material elements of the  
14 proposed settlement. Such notice constitutes valid, due and sufficient notice to all members of the  
15 class.

16 6. No objections to the settlement have been filed. Accordingly, the Court adjudges  
17 that Plaintiffs and the members of the class as defined in the Joint Stipulation of Settlement and  
18 any amendments thereto who have not otherwise opted out are conclusively deemed to have  
19 released and discharged Defendant from any and all settled claims as defined in the Joint  
20 Stipulation of Settlement and any amendments thereto. The Court bars and permanently enjoins  
21 Plaintiffs and the members of the class who have not otherwise opted out from asserting,  
22 instituting, or prosecuting, either directly or indirectly, any settled claims which any class member  
23 had or has to the extent provided in the settlement agreement.

24 7. The Defendant is hereby directed to issue the settlement awards as provided by the  
25 settlement agreement to the claims administrator.

26 8. The Parties are ordered to give notice of this judgment (Judgment) to all class  
27 members in accordance with California Rule of Court 3.771 (b) by posting a copy of this Order on  
28 the claim administrator's website and Class Counsel's website.

1           9.     Without affecting the finality of this Order or final Judgment in any way, the Court  
2 retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and  
3 enforcement of the settlement agreement pursuant to further orders of the Superior Court until each  
4 and every act agreed to be performed by the parties hereto shall have been performed pursuant to  
5 the settlement agreement; (2) any other action necessary to conclude this settlement and to  
6 implement the settlement agreement; and (3) the enforcement, construction, and interpretation of  
7 the settlement agreement.

8           10.    Neither this Order nor the settlement agreement on which it is based are an  
9 admission or concession by any party of any fault, omission, liability or wrongdoing. This Order is  
10 not a finding of the validity or invalidity of any claims in this action or a determination of any  
11 wrongdoing by any party. The final approval of the Parties' settlement will not constitute any  
12 opinion, position, or determination of this Court, one way or the other, as to the merits of the  
13 claims or defenses of any party.

14           11.    This Judgment is intended to be a final disposition of the above-captioned action in  
15 its entirety, and it is intended to be immediately appealable.

16 IT IS SO ORDERED.

17 Dated:           AUG 26 2015          

          KENNETH R. FREEMAN            
          Hon. Kenneth Freeman  
          Judge of the Superior Court

