

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): David S. Harris (SBN 215224) NORTH BAY LAW GROUP 116 E. Blithedale Avenue, Suite #2 Mill Valley, California 94941-2024 TELEPHONE NO.: 415.388.8788 FAX NO. (Optional) 415.388.8770 E-MAIL ADDRESS (Optional): dsh@northbaylawgroup.com ATTORNEY FOR (Name): Plaintiff Martin Coletti</p>	<p style="text-align: right;"><i>FOR COURT USE ONLY</i></p> <p style="text-align: center; font-size: 2em; font-weight: bold;">FILED</p> <p style="text-align: center; font-size: 1.2em;">JUN 16 2017</p> <p style="text-align: center;">JAMES M. KIM, Court Executive Officer MARIN COUNTY SUPERIOR COURT <i>By: C. Lucchest, Deputy</i></p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Marin STREET ADDRESS: 3501 Civic Center Drive MAILING ADDRESS: P.O. Box 4988 CITY AND ZIP CODE: San Rafael, CA 94913 BRANCH NAME:</p>	
<p>PLAINTIFF/PETITIONER: Martin Coletti, et al. DEFENDANT/RESPONDENT: Nugget Market Inc., a California corporation et al</p>	
<p style="text-align: center;">NOTICE OF ENTRY OF JUDGMENT OR ORDER</p> <p><i>(Check one):</i> <input checked="" type="checkbox"/> UNLIMITED CASE <input type="checkbox"/> LIMITED CASE (Amount demanded exceeded \$25,000) (Amount demanded was \$25,000 or less)</p>	<p>CASE NUMBER: CIV1600425</p>

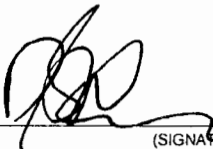
TO ALL PARTIES :

- A judgment, decree, or order was entered in this action on *(date):* June 16, 2017
- A copy of the judgment, decree, or order is attached to this notice.

Date: June 16, 2017

David S. Harris

(TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)


 (SIGNATURE)

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19
20 **SUPERIOR COURT OF CALIFORNIA**
21 **COUNTY OF MARIN**

22 MARTIN COLETTI, individually and on behalf
of all others similarly situated,

23 Plaintiff,

24 v.

25 NUGGET MARKET INC., a California
26 corporation, and DOE 1 through and including
DOE 100,

27 Defendants.
28

FILED

JUN 16 2017

JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: C. Lucchest, Deputy

Case No. CIV 1600425

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

Assigned to Hon. Paul M. Haakenson

Date: June 16, 2017
Time: 1:30 p.m.
Courtroom: E

1 In connection with preliminarily approving a class-wide Settlement reached in the within action,
2 the Court scheduled a Final Approval Hearing for June 16, 2017.¹ The Court directed Plaintiff Martin
3 Coletti to file a motion for final approval by May 24, 2017. The Court also directed Plaintiff to file a
4 motion for approval of any Class Counsel Award, as well as any Class Representative Service Award,
5 by May 5, 2017, to be heard at the same time as the motion for final approval.

6 Pursuant to the Court's directive, Plaintiff timely filed a "Motion for Final Approval of Class-
7 Action Settlement" and a "Motion for Award of Attorneys' Fees, Reimbursement of Costs, and
8 Enhancement Award," both of which came on for hearing in courtroom E of the above-captioned Court
9 on June 16, 2017. Having read all of the papers filed in connection therewith, as well as all of the
10 evidence and argument submitted with respect to the proposed Settlement, the Court finds that the
11 proposed Settlement is fair, reasonable, and adequate. Pursuant to section 382 of the California Code of
12 Civil Procedure and to rule 3.760 *et seq.* of the California Rules of Court, **IT THEREFORE IS**
13 **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. The Court has jurisdiction over the subject matter of the Action, all claims raised therein,
15 the Parties, and the Class.

16 2. The Motion for Final Approval of Class-Action Settlement is granted. For the purpose of
17 the Settlement only, the Court finds that certification of the Settlement Class is appropriate because the
18 Settlement Class is ascertainable and sufficiently numerous, a well-defined community of interest exists,
19 and there are substantial benefits from certification that render proceeding on a class-wide basis superior
20 to any alternatives. Furthermore, as set forth below, the Court finds that the terms of the Settlement
21 Agreement are fair and reasonable to the Settlement Class when balanced against the probable outcome
22 of further litigation relating to class certification, liability and damage issues, and potential appeals. In
23 addition, the Court finds that Class Counsel is experienced in wage-and-hour class-action litigation;
24 significant investigation was undertaken, and significant information was exchanged, enabling Plaintiff
25 and Defendant to reasonably evaluate one another's positions; approving the Settlement Agreement will
26

27
28 ¹ Unless otherwise noted, all capitalized terms used herein have the meanings set forth in the
Settlement Agreement attached as Exhibit 1 to the "Declaration of David Harris in Support of Plaintiff's
Motion for Final Approval of Class-Action Settlement."

1 avoid the substantial costs, delay, and risks that would be presented by further litigation; and the terms
2 of the Settlement Agreement were the result of intensive, serious, and non-collusive negotiations
3 between Plaintiff and Defendant, including a private mediation. Upon the Effective Date, all Settlement
4 Class Members therefore shall have released the Released Parties from the Released Claims for the
5 Covered Period.

6 3. The Settlement Class consists of all Class Members who did not submit requests for
7 exclusion pursuant to the procedure set forth in the Settlement Agreement. The Court finds that there
8 are a total of 3,882 Class Members. The Court further finds that, of the 3,882 Class Members, only
9 three requested to be excluded from the Settlement Class. Those three individuals, all of whom
10 requested exclusion pursuant to the procedure set forth in the Settlement Agreement, will not be bound
11 by the Settlement or by this Order and Judgment. Furthermore, the Court finds that no Settlement Class
12 Members submitted objections to the Settlement Agreement. These findings support final approval of
13 the Settlement Agreement.

14 4. Under the terms of the Settlement Agreement, Defendant has agreed to pay
15 \$2,000,000.00 as the Maximum Settlement Amount. The Maximum Settlement Amount is non-
16 reversionary, meaning that no portion of it shall revert to Defendant. The Maximum Settlement Amount
17 will be used to pay Settlement Class Members' respective Individual Settlement Payments, along with
18 Employer-Side Payroll Taxes, the Class Representative Service Award, the Class Counsel Award, the
19 PAGA Payment, and the Settlement Administration Costs. The amounts of the Class Representative
20 Service Award, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs
21 are discussed below. After deducting the Class Representative Service Award, the Class Counsel
22 Award, the portion of the PAGA Payment payable to the California Labor and Workforce Development
23 Agency, and the Settlement Administration Costs, \$1,314,986.70 of the Maximum Settlement Amount
24 remains. Based on the \$1,314,986.70 figure, and the Court finds that it results in an average pre-tax
25 payment to Settlement Class Members of \$339.00. This finding supports final approval of the
26 Settlement Agreement.

27 5. The Court finds that the Settlement Administrator delivered Notice Packets to the Class
28 following the procedures set forth in the Settlement Agreement; that the Notice Packets and the

1 procedures followed by the Settlement Administrator constituted the best notice practicable under the
2 circumstances; and that the Notice Packets and the notification procedures contemplated by the
3 Settlement Agreement were in full compliance with the laws of the State of California, the laws of the
4 United States (to the extent applicable), and the requirements of due process. These findings support
5 final approval of the Settlement Agreement.

6 6. Under the Settlement Agreement, \$50,000.00 is to be allocated from the Maximum
7 Settlement Amount for civil penalties under the Labor Code Private Attorneys General Act, or PAGA.
8 Pursuant to PAGA, of the \$50,000.00, three-fourths, or \$37,500.00, is to be paid to the California Labor
9 and Workforce Development Agency; and the remaining one-fourth, or \$12,500.00, is to be distributed
10 to Settlement Class Members as part of the Net Settlement Amount. The Court finds that the allocation
11 of \$50,000.00 comports with the PAGA payments made in other wage-and-hour class-action
12 settlements. The Court further finds that the Labor and Workforce Development Agency has not
13 contested final approval of the Settlement Agreement. In addition, the Court finds that the Settlement
14 Agreement in general—and the PAGA Payment in particular—furtheres the statutory enforcement
15 policies of the Labor and Workforce Development Agency. These findings support final approval of the
16 Settlement Agreement. Accordingly, the Court approves the PAGA Payment contemplated by the
17 Settlement Agreement.

18 7. Under the Settlement Agreement, Plaintiff is permitted to seek up to \$10,000.00 from the
19 Maximum Settlement Amount for the Class Representative Service Award. Plaintiff has requested that
20 amount. The Court finds that \$10,000.00 is a fair and reasonable incentive award in light of the work
21 that he provided in the Action; the results that were obtained under the Settlement Agreement; and the
22 risks that he incurred in prosecuting the Action. The Court further finds that \$10,000.00 is a fair and
23 reasonable incentive award because Plaintiff himself has agreed to a general release, as well as a waiver
24 under the Age Discrimination in Employment Act, that extends beyond the Released Claims applicable
25 to the Settlement Class, and because the \$10,000.00 amount comports with incentive awards made in
26 other wage-and-hour class-action settlements. Accordingly, the Court approves that amount as the Class
27 Representative Service Award, and, upon the Effective Date, Plaintiff therefore shall be subject to the
28 release and waiver set forth in paragraphs III.C and III.D of the Settlement Agreement.

1 8. Under the Settlement Agreement, Class Counsel is permitted to seek up to \$600,000.00 in
2 attorney's fees from the Maximum Settlement Amount, plus actual costs and expenses, for the Class
3 Counsel Award. Class Counsel has requested \$600,000.00 in attorney's fees and \$6,013.30 in actual
4 costs and expenses. The Court finds that these amounts are reasonable and supported by adequate
5 documentation. Accordingly, the Court approves those amounts as the Class Counsel Award.

6 9. Under the Settlement Agreement, the Settlement Administrator is to be paid its
7 reasonably incurred fees and expenses from the Maximum Settlement Amount for the Settlement
8 Administration Costs. The Settlement Administrator has requested \$31,500.00 for its fees and expenses.
9 The Court finds that this amount is reasonable. Accordingly, the Court approves that amount as the
10 Settlement Administration Costs.

11 10. Except as otherwise provided herein, the Parties shall bear their own costs and attorney's
12 fees.

13 11. Without affecting the finality of this Final Approval Order and Judgment, the Court
14 retains jurisdiction over the Action, the Parties, and the Settlement Class for purposes of supervising,
15 implementing, enforcing, construing, administering, and interpreting the Settlement Agreement, as well
16 as any matters related, or ancillary to, the foregoing. This document shall constitute a judgment under
17 rule 3.769 of the California Rules of Court.

18 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

19 **PAUL M. HAAKENSEN**

20 Dated: JUN 16 2017

21 _____
Judge of the Superior Court

PLAINTIFF/PETITIONER: Martin Coletti, et al.	CASE NUMBER: CIV1600425
DEFENDANT/RESPONDENT: Nugget Market Inc., a California corporation, et al.	

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*): 116 E. Blithedale Avenue, Suite #2, Mill Valley, CA 94941

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. deposited the sealed envelope with the United States Postal Service.
- b. placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*): June 16, 2017
- b. from (*city and state*): Mill Valley, California

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Thomas M. McInerney, Carolyn B. Hall, OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Street address: Steuart Tower, Suite 1300, 1 Market Plaza

City: San Francisco

State and zip code: CA 94105

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached 0

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: June 16, 2017

J. Michael Solano

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)