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8 GILBERTO GONZALEZ

**FILED**  
Superior Court of California  
County of Los Angeles

10/21/2024

David W. Slayton, Executive Officer / Clerk of Court

By:                     M. Jones                     Deputy

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES – PASADENA COURTHOUSE**

11 GILBERTO GONZALEZ, individually and on ) **Case No. 22AHCV00255**  
12 behalf all others similarly situated ) *[Assigned to Hon. Jared D. Moses, Dept. P]*  
13 Plaintiffs, ) **CLASS ACTION**  
14 vs. ) **~~[PROPOSED]~~ ORDER AND JUDGMENT**  
15 COSTCO WHOLESALE CORPORATION, a ) **GRANTING PLAINTIFF’S MOTION**  
16 Washington Corporation, and DOES 1 through ) **FOR FINAL APPROVAL OF CLASS**  
17 50, inclusive, ) **ACTION SETTLEMENT,**  
18 Defendants. ) **REPRESENTATIVE ENHANCEMENT**  
19 ) **AND REQUEST FOR ATTORNEY FEES**  
20 ) **AND COSTS**  
21 ) Hearing: Motion for Final Approval  
22 ) Date: November 5, 2024  
23 ) Time: 8:30 a.m.  
24 ) Dept.: P  
25 )  
26 ) Action Filed: 5/2/2022  
27 ) Trial Date: None Yet Set  
28 ) **RESERVATION ID: 986183298881**

**ORDER AND JUDGMENT**

23 The motion brought by Plaintiff GILBERTO GONZALEZ (“Plaintiff” or “Class  
24 Representative”) for an order granting final approval of class action settlement came on for  
25 hearing in Department P of this Court on November 5, 2024 at 8:30 a.m. This is a wage and hour  
26 class and Private Attorneys General Act (“PAGA”) representative action brought against  
27 Defendant COSTCO WHOLESALE CORPORATION (“Defendant”).  
28

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1 The Court, having read the papers filed with regard to Plaintiffs’ motion for final  
2 approval of class action settlement and hearing argument regarding that motion, hereby FINDS,  
3 ORDERS AND ADJUDGES:

4 1. The Court has jurisdiction over the subject matter of this litigation and over all  
5 parties to this Action, including the class members, representative action members, and Labor  
6 and Workforce Development Agency (“LWDA”).

7 2. The Court certifies the class for purposes of settlement. The class to whom this  
8 judgment applies is defined as follows: The Class includes the following individuals, who are all  
9 Class Members by virtue of belonging to one or more of the three groups of Class Members.  
10 *Group 1 Class Members* are all individuals employed by Costco in California as non-exempt  
11 employees who received a meal premium payment during the period April 12, 2021 through  
12 October 10, 2021 (the “Hero Pay” period) at any of 22 Costco warehouses that were subject to  
13 local ordinances (commonly known as “Hero Pay” ordinances) that mandated additional pay to  
14 certain workers during the Covid-19 pandemic. The 22 locations are Van Nuys (#48), San  
15 Leandro (#118), Los Feliz (#130), San Francisco (#144), San Jose (#148), S. San Francisco  
16 (#422), Alhambra (#428), Northridge (# 437), Irvine (#454), Almaden (#470), El Camino (#475),  
17 Culver City (#479), Richmond (#482), Burbank BCTR (#653), S San Francisco BCTR (#654),  
18 Burbank (#677), San Jose BCTR (#848), NE San Jose (#1004), Redwood City (#1042), Pacoima  
19 (#1071), Woodland Hills (#1205), and Great Oaks (#1267). *Group 2 Class Members* are all  
20 individuals employed by Costco in California as non-exempt employees during the Settlement  
21 Period who received an Extra Check and who also received a meal premium during the  
22 measuring period for that Extra Check. *Group 3 Class Members* are all individuals employed by  
23 Costco in California as non-exempt employees during the period July 25, 2022 through January  
24 29, 2024 who received an Extra Check and who also received pay for sick leave during the  
25 measuring period for that Extra Check. Some Class Members will belong to more than one  
26 Group.

27 3. Aggrieved Employees under PAGA to whom this judgment applies are defined as  
28 follows: “Aggrieved Employee” means an individual classified as a Class Member as defined

1 immediately above. There are three groups of Aggrieved Employees. Aggrieved Employee  
2 Group 1 employees are the same individuals who are Group 1 Class Members. Aggrieved  
3 Employee Group 2 employees are the same individuals who are Group 2 Class Members.  
4 Aggrieved Employee Group 3 employees are the same individuals who are Group 3 Class  
5 Members. Some Aggrieved Employees will belong to more than one Aggrieved Employee  
6 Group.

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

13 5. The settlement agreement is therefore finally approved and incorporated herein.

14 a. The Gross Settlement Amount ("GSA") is \$2,950,000.00.

15 b. The Net Settlement Fund ("Net") is \$1,588,057.11, exclusive of the Aggrieved  
16 Employees' PAGA portion of the settlement (\$73,750.00; 25% of the  
17 \$295,000.00 PAGA Payment) (GSA minus the following):

18 c. Class Counsel, Haig B. Kazandjian Lawyers, APC is awarded attorneys' fees  
19 in the amount of \$1,032,500.00 and costs in the amount of \$21,692.89.

20 d. The Court grants the requested Class Representative enhancement award  
21 totaling \$12,500.00 to Gilberto Gonzalez.

22 e. The settlement administrator, Atticus, is granted payment in the amount of  
23 \$74,000.00 for its fees and services.

24 f. The Court approves the PAGA payment of \$295,000.00 payable as follows:

25 i. \$221,250.00 (75% of \$295,000.00 PAGA Payment) payable to the  
26 LWDA.

27 ii. The Court approves payment of \$73,750.00 (25% of \$295,000.00 PAGA  
28 Aggrieved Employees Payment) payable to the Aggrieved Employees.

1 g. In addition to the GSA, Defendant will be separately responsible for any  
2 employer payroll taxes required by law.

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

5 7. Funding: Within fourteen (14) court days after the Court signs this Judgment,  
6 Defendant shall provide the Settlement Administrator sufficient funds to make all payments  
7 required under this Settlement.

8 8. Distribution of GSA: Within fourteen (14) calendar days after receipt of the Gross  
9 Settlement Amount from Defendant, the Settlement Administrator shall make the following  
10 payments as approved by the Court: (1) Individual Settlement Payments to Participating Class  
11 Members; (2) the Class Representative Payment; (3) the Attorneys' Fees; (4) the Litigation Costs  
12 and Expenses; (5) the PAGA Payment; (6) the payment to the Aggrieved Employees; and (7)  
13 payment to the Settlement Administrator for its administration duties performed and to be  
14 performed to conclude its obligations pursuant to the Settlement Agreement.

15 9. Individual Class Payment Calculation: The Net Settlement Value shall be  
16 allocated as follows: 6% to Group 1 Class Members, 30% to Group 2 Class Members, 64% to  
17 Group 3 Class Members. The amount of the check to each Participating Class Members will  
18 reflect that individual's membership in one or more of the three Class Member Groups: 1, 2, or  
19 3, or some combination thereof. The check will be calculated by the Settlement Administrator  
20 pro rata based on the number of the Participating Class Member's individual Qualified Days  
21 Worked during the Settlement Period as follows: A Participating Class Member who is a Group  
22 1 Class Member will receive 6% of the Net Settlement Value times the total Qualified Days  
23 Worked that Class Member worked during the Settlement Period divided by the total Qualified  
24 Days Worked by all Group 1 Class Member during the Settlement Period. A Participating Class  
25 Member who is a Group 2 Class Member will receive 30% of the Net Settlement Value times the  
26 total Qualified Days Worked that Class Member worked during the Settlement Period divided by  
27 the total Qualified Days Worked by all Group 2 Class Members during the Settlement Period. A  
28 Participating Class Member who is a Group 3 Class Member will also receive 64% of the Net

1 Settlement Value times the total Qualified Days Worked by that Class Member during the  
2 Settlement Period divided by the total Qualified Days Worked by all Group 3 Class Members  
3 during the Settlement Period. Determination of the number of Qualified Days Worked for a  
4 Participating Class Member shall be based on Costco's time records.

5 10. Uncashed Checks: Any checks that are not cashed upon the expiration of the void  
6 date—the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the  
7 name of the Class Member for whom the funds are designated within 30 days of the date the  
8 check cashing period expires.

9 11. Class Counsel and the Claims Administrator have used their best efforts to locate  
10 class members and to provide them with notice that fully and accurately informs class members  
11 of all material elements of the proposed settlement. The Court finds that the notice program  
12 implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii)  
13 was reasonably calculated, under the circumstances, to apprise members of the class of the  
14 pendency of the Litigation, their right to object or exclude themselves from the proposed  
15 settlement, and to appear at the Final Approval Hearing, (iii) was reasonable and constituted  
16 valid, due, adequate, and sufficient notice to all members of the class, and (iv) met all applicable  
17 requirements of due process under California law.

18 12. No objections to the settlement were filed. Three (3) members of the class opted  
19 out of the settlement and are therefore excluded from the Class Action Release. The names of the  
20 members of the class who opted out of the settlement and are therefore excluded from the Class  
21 Action Release are Doreen Loomis, Minh-Ngoc Nguyen, and Tina Lucius.

22 13. Accordingly, upon the Effective Date, the Court adjudges that Plaintiff and the  
23 members of the class as defined above at paragraphs 2 & 3, who have not otherwise opted out  
24 are conclusively deemed to have released and discharged Defendant and the released parties  
25 from any and all settled claims which are defined as follows: Release by Participating Class  
26 Members. Upon the funding of the Gross Settlement Amount by Defendant (i.e., 14 court days  
27 following the Effective Date), All Participating Class Members, on behalf of themselves and  
28 their respective former and present representatives, agents, attorneys, heirs, administrators,

1 successors, and assigns, release Released Parties from (i) all claims that were alleged, or  
2 reasonably could have been alleged, based on the Class Period facts stated in the Operative  
3 Complaint, including any and all claims involving any claims for unpaid compensation related to  
4 (1) meal and rest period premiums not paid at the proper rate, (2) sick pay not paid at the proper  
5 rate, including, without limitation, all claims related to Extra Checks not being applied to the  
6 regular rate for meal premiums, rest premiums, or sick pay; and all claims deriving therefrom,  
7 such as wage statement penalties, waiting time penalties, PAGA penalties, failure to timely pay  
8 wages, and unfair business practices during the Class Period of April 12, 2021 through January  
9 29, 2024.

10 14. The Court further adjudges that Plaintiff and the PAGA Aggrieved Employees, as  
11 defined in paragraph 3 above, have released and discharged Defendant and the released parties  
12 from any and all settled claims which are defined as follows: Released Claims by PAGA Group  
13 Members. Upon the funding of the Gross Settlement Amount by Defendant following the  
14 Effective Date (i.e., 14 days following the Effective Date), all Non-Participating Class Members  
15 who are Aggrieved Employees are deemed to release, on behalf of themselves and their  
16 respective former and present representatives, agents, attorneys, heirs, administrators, successors  
17 and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA  
18 Period, April 12, 2021 to January 29, 2024 that were alleged, or reasonably could have been  
19 alleged, based on facts stated in the Operative Complaint, and all such claims will be precluded  
20 by the Judgment.

21 15. The Court bars and permanently enjoins Plaintiff, the Participating Class  
22 Members and PAGA Group Members from asserting, instituting, or prosecuting, either directly  
23 or indirectly, any settled claims which any class member or aggrieved employee had or has to the  
24 extent provided in the settlement agreement.

25 16. The Parties are ordered to give notice of this order to all class members and  
26 Aggrieved Employees in accordance with California Rule of Court, rule 3.771(b) by posting a  
27 copy of this Order on the Settlement Administrators website.

28 17. The Court hereby orders class counsel to submit both this judgment and the order

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1 granting final approval to the LWDA in accordance with Labor Code section 2699, subdivision  
2 (l)(3).

3 18. The Court hereby orders class counsel to file a final Report re: Distribution  
4 of the Settlement Funds to the Court by October 7, 2025. The Court sets a non-appearance  
5 case management review for October 21, 2025 at 8:30 a.m., OR for \_\_\_\_\_, 2025 at  
6 \_\_\_\_\_ a.m./p.m. in Department P at Pasadena Courthouse.

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

14 20. Neither this Order granting final approval and entering Judgment, nor the  
15 settlement agreement on which it is based are an admission or concession by any party of any  
16 fault, omission, liability or wrongdoing. This Judgment is not a finding of the validity or  
17 invalidity of any claims in this action or a determination of any wrongdoing by any party. The  
18 final approval of the Parties' settlement will not constitute any opinion, position, or  
19 determination of this Court, one way or the other, as to the merits of the claims or defenses of  
20 any party.

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

23 IT IS SO ORDERED.

24  
25 10/21/2024

26 Dated: \_\_\_\_\_



27 \_\_\_\_\_  
28 Honorable Jared D. Moses,  
Judge of the Superior Court