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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT**

KENNETH GUNTHER, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

NORTH COAST COOPERATIVE, INC., a
California corporation; NORTH COAST
COOP, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. CV2000307

Honorable Timothy A. Canning
Department 4

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGEMENT**

Date: October 25, 2024
Time: 10:30 a.m.
Department: 4

Complaint Filed: February 25, 2020
FAC Filed: April 26, 2022
Trial Date: None Set

1 This matter has come before the Honorable Timothy A. Canning in Department 4 of the
2 above-entitled Court, located at 825 5th Street, Eureka, California 95501, on Plaintiff Kenneth
3 Gunther’s (“Plaintiff” or “Class Representative”) Motion for Final Approval of Class Action and
4 PAGA Settlement (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of
5 Plaintiff, and Carr, Kennedy, Peterson & Frost appeared on behalf of Defendant North Coast
6 Cooperative, Inc. (“Defendant” or “NCC”).

7 On May 29, 2024, the Court entered the Order Granting Preliminary Approval of Class
8 Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily approving
9 the settlement of the above-entitled action (“Action”) in accordance with the Class Action and
10 PAGA Settlement Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”), which,
11 together with the exhibits annexed thereto set forth the terms and conditions for settlement of the
12 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. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
18 Settlement Agreement.

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

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

26 All current and former hourly-paid or non-exempt individuals employed by
27 Defendant within the State of California at any time during the Class Period,
28 except that persons who have signed individual settlement agreements with
Defendant in connection with the Action will not be included in the Class
 (“Class” or “Class Members”).

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

10 5. 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 Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
14 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
15 the terms of the Settlement Agreement are in all respects fair, adequate, and reasonable. In so
16 finding, the Court has considered all of the evidence presented, including evidence regarding the
17 strength of Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely
18 duration of further litigation; the amount offered in the Settlement Agreement; the extent of
19 investigation and discovery completed; and the experience and views of Class Counsel. The Court
20 has further considered the absence of objections to the Class Settlement submitted by Class
21 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with
22 the Settlement Agreement and the following terms and conditions.

23 6. 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 Class Settlement. Accordingly, the Court determines that all Class Members who have not
27 submitted a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class
28

Members”), are bound by the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”).

7. The Court finds that allocation of \$100,000.00 toward penalties under the California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Penalties as follows: the amount of \$75,000.00 to the California Labor and Workforce Development Agency (“LWDA Payment”), and the amount of \$25,000.00 to be distributed to the Settlement Class Members as part of the Net Settlement Amount, in accordance with the terms and methodology set forth in the Settlement Agreement.

8. The Court finds that payment of Settlement Administration Costs in the amount of \$10,600.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$10,600.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

9. The Court finds that the Enhancement Award sought is fair and reasonable for the work performed by Plaintiff on behalf of the Class Members and the State of California. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff for his Enhancement Award, according to the terms and methodology set forth in the Settlement Agreement.

10. The Court finds that the requested attorneys’ fees in the amount of \$306,250.00 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$306,250.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology set forth in the Agreement.

11. The Court finds that the requested litigation costs of \$12,626.52 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue

1 payment in the amount of \$12,626.52 to Class Counsel for reimbursement of litigation costs and
2 expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

3 12. The table set forth below shows the calculation of the Net Settlement Amount, to
4 be distributed pursuant to the Settlement:

5 Gross Settlement Amount	\$875,000.00
6 Attorneys' Fees	\$306,250.00
7 Litigation Costs	\$12,626.52
8 Enhancement Award	\$7,500.00
9 Settlement Administration Costs	\$10,600.00
10 LWDA Payment	\$75,000.00
11 Net Settlement Amount to be paid to	\$463,023.48
12 Settlement Class Members	

13
14 13. The Court hereby enters Judgment by which Settlement Class Members shall be
15 conclusively determined to have given a release of any and all Released Claims against the
16 Released Parties, as set forth in the Settlement Agreement and Class Notice.

17 14. It is hereby ordered that within 21 business days after the Final Effective Date,
18 Defendant will deposit the entire Gross Settlement Amount (\$875,000.00) and Defendant's portion
19 of payroll taxes in connection with the wages portion of the Individual Settlement Payments into
20 a qualified settlement account established by the Settlement Administrator.

21 15. It is hereby ordered that within 7 calendar days after the full funding of the Gross
22 Settlement Amount and an amount sufficient to pay all employer-side payroll taxes, the Settlement
23 Administrator will issue Individual Settlement Payments to Settlement Class Members, Attorneys'
24 Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, LWDA Payment to the LWDA,
25 and Settlement Administration Costs to itself.

26 16. Each Individual Settlement Payment check shall be valid and negotiable for one
27 hundred eighty (180) calendar days after mailing by the Settlement Administrator, and thereafter,
28 shall be canceled. Any unclaimed funds, including funds from uncashed settlement checks, will

1 be paid out in accordance associated with California Code of Civil Procedure section 384(b) to the
2 non-profit organization Legal Aid at Work. Settlement Class Members whose Individual
3 Settlement Payment checks are cancelled shall, nevertheless, be bound to the Settlement
4 Agreement and release of the Released Claims.

5 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
6 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
7 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
8 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
9 any dispute arising from or in connection with the distribution of settlement benefits.

10 18. A Final Compliance Hearing is set for _____ at
11 _____ a.m./p.m. in Department 4. Class Counsel shall submit a final accounting report regarding
12 the status of the settlement administration at least five (5) court days prior to the Final Compliance
13 Hearing.

14
15 Dated: _____

Honorable Timothy A. Canning
Judge of the Superior Court