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

SPENCER SUMISAKI, DAVIAN
MONTGOMERY, individually, and on behalf
of other members of the general public
similarly situated; NADIA MORALES,
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; NINA WILLIAMS, individually, on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act,

Plaintiffs,

v.

BERKELEY BOWL PRODUCE, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: RG19014520

Honorable Evelio Grillo
Department 21

CLASS ACTION

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

Reservation ID: 876901747574
Date: June 15, 2022
Time: 10:00 a.m.
Department: 21

Complaint Filed: April 10, 2019
FAC Filed: July 17, 2019
SAC Filed: November 20, 2020
Trial Date: None Set

1 This matter has come before the Honorable Evelio Grillo in Department 21 of the above-
2 entitled Court, located at Alameda County Superior Court, located at 1221 Oak Street, Oakland,
3 California 94612, on Plaintiffs Davian Montgomery, Nadia Morales, and Nina Williams (together,
4 “Plaintiffs” or “Named Plaintiffs”) Motion for Final Approval of Class Action Settlement,
5 Attorneys’ Fees, Costs, and Service Payments (“Motion for Final Approval”). Lawyers *for* Justice,
6 PC (“Class Counsel”) appeared for Plaintiffs and the Class. Hopkins & Carley, ALC appeared for
7 Defendant Berkeley Bowl Produce, Inc. (“Defendant”).

8 On February 17, 2022, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
10 of the above-captioned action (the “Action”) in accordance with the Class Action and PAGA
11 Settlement Agreement and Stipulation (“Settlement,” “Agreement,” or “Settlement Agreement”),
12 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement
13 of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and oral
15 argument, and good cause appearing,

16 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims asserted in this proceeding and over all
20 parties to the Action.

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 Members and the Settlement. The Court hereby makes final its earlier provisional
24 certification of the Class for settlement purposes as set forth in the Preliminary Approval Order. The
25 Class Members are hereby defined to include:

26 All current and former hourly-paid or non-exempt employees who worked for
27 Defendant within the State of California at any time during the period from April 10,
28 2015 through February 17, 2022.

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1 4. The Notice of Class Action and PAGA Settlement (“Class Notice”) given to the Class
2 Members fully and accurately informed Class Members of all material elements of the Settlement
3 and of their opportunity to object to or comment on the Class Settlement, and their opportunity to
4 be excluded from the Class Settlement. The Class Notice fairly and adequately described the
5 Settlement and provided the Class Members with adequate instructions and a variety of means to
6 obtain additional information. The Class Notice was the best notice practicable under the
7 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with
8 California Code of Civil Procedure section 382, the laws of the State of California, the California
9 Constitution, due process, and other applicable law.

10 5. The Court has considered all relevant factors for determining the fairness of the
11 Settlement and has concluded that all such factors weigh in favor of granting final approval of the
12 Settlement. In particular, the Court finds that the Settlement was reached following meaningful
13 discovery and investigation conducted by Class Counsel; that the Settlement is the result of serious,
14 informed, adversarial, and arm’s-length negotiations between the parties; and that the terms of the
15 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered
16 all of the evidence presented, including evidence regarding the strength of the Plaintiffs’ case; the
17 risk, expense, and complexity of the claims presented; the likely duration of further litigation; the
18 extent of investigation and discovery completed; and the experience and views of Class Counsel.
19 Accordingly, the Court hereby approves the Settlement and expressly finds that it is, in all respects,
20 fair, reasonable, adequate, and in the best interests of the Class Members, State of California, and
21 PAGA Members, and hereby directs implementation of all remaining terms, conditions, and
22 provisions of the Settlement.

23 6. A full opportunity has been afforded to the Class Members to participate in the Final
24 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.
25 The Class Members also have had a full and fair opportunity to exclude themselves from the Class
26 Settlement. Accordingly, the Court determines that all Class Members who did not timely and
27 validly opt out of the Class Settlement (“Settlement Class Members”) are bound by the Class
28 Settlement, and the State of California and all Class Members who are employed or have been

1 employed by Defendant in the State of California during the period from August 27, 2019 through
2 February 17, 2022 (“PAGA Members”) are bound by the PAGA Settlement, and they are bound by
3 this order and judgment (“Final Approval Order and Judgment”).

4 7. The Court finds that one (1) Class Member has timely and validly opted out of the
5 Class Settlement and will not be bound by this Final Approval Order and Judgment as it relates to
6 the Class Settlement.

7 8. The Court finds that the settlement of the Settled PAGA Claims for the total amount
8 of Four Hundred and Thirty Thousand Dollars and Zero Cents (\$430,000.00), which is designated
9 and allocated as penalties under the California Private Attorneys General Act of 2004 (“PAGA
10 Allocation”), is fair, reasonable, and appropriate, and hereby approved. The Settlement
11 Administrator shall distribute the PAGA Allocation as follows: the amount of \$322,500.00 to the
12 California Labor and Workforce Development Agency and the amount of \$107,500.00 to PAGA
13 Members, in accordance with the terms and methodology set forth in Settlement Agreement.

14 9. The Court finds that payment of Settlement Administration Costs in the amount of
15 \$25,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
16 notice and settlement administration process. It is hereby ordered that the Settlement Administrator,
17 Simpluris, Inc., shall issue payment to itself in the amount of \$25,000.00, in accordance with the
18 terms and methodology set forth in Settlement Agreement.

19 10. The Court finds that the Service Payments sought are fair and reasonable for the work
20 performed by Plaintiffs on behalf of the Class, State of California, and PAGA Members. It is hereby
21 ordered that the Settlement Administrator issue payment of Service Payments to Plaintiffs Davian
22 Montgomery, Nadia Morales, and Nina Williams in the amount of \$10,000 each, in accordance with
23 the terms and methodology set forth in Settlement Agreement.

24 11. The Court finds that the request for attorneys’ fees in the amount of \$1,140,000.00
25 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award
26 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
27 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
28 amount of \$1,140,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and

1 methodology set forth in the Settlement Agreement.

2 12. The Court finds that reimbursement of litigation costs and expenses in the amount of
3 \$98,471.88 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
4 Settlement Administrator issue payment in the amount of \$98,471.88 to Class Counsel for
5 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
6 forth in the Settlement Agreement.

7 13. The Court hereby enters Judgment by which Settlement Class Members shall be
8 conclusively determined to have given a release of any and all Settled Claims against the Released
9 Parties, and all PAGA Members and the State of California shall be conclusively determined to have
10 given a release of any and all Settled PAGA Claims against the Released Parties, as set forth in the
11 Settlement Agreement and Class Notice.

12 14. It is hereby ordered that Defendant shall deposit the Maximum Settlement Amount,
13 together with an amount sufficient to pay Employer Payroll Taxes, into an account established by
14 the Settlement Administrator within fourteen (14) business days of the Effective Date, in accordance
15 with the terms and methodology set forth in the Settlement Agreement.

16 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
17 Settlement Payments to the Settlement Class Members and Individual PAGA Payments to PAGA
18 Members within fourteen (14) calendar days after the Maximum Settlement Amount has been
19 deposited by Defendant, in accordance with the terms and methodology set forth in the Settlement
20 Agreement.

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

26 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
27 Settlement Class Members and PAGA Members by posting a copy of the Final Approval Order and
28 Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days

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after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

Dated: _____

By: _____
The Honorable Evelio Grillo
Judge of the Superior Court