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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER

MARGARET MATTHEWS, OKEEM SMITH,
TOMAS VERDUZCO ALCALA, and DARRYL
KNOX, as individuals and on behalf of all others
similarly situated, and as private attorneys general,

Plaintiffs,

vs.

UNITED NATURAL FOODS WEST, INC., a
California corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. S-CV-0046420

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: December 1, 2022
Time: 8:25 a.m.
Department: 3

Complaint Filed: March 23, 2021

1 Plaintiffs’ motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on November 4, 2022, and a hearing was held before this Court on December 1,
3 2022.

4 **I. RECITALS**

5 1. On March 23, 2021, Plaintiff, Margaret Matthews, filed a class and representative action
6 complaint. On July 7, 2021, Okeem Smith, filed a class action complaint in the Superior Court of the
7 County of Riverside. On July 8, 2021, Smith filed a separate “PAGA-only” complaint in the Superior
8 Court of the County of Riverside. On September 9, 2021, Tomas Verduzco Alcala and Daryl Knox
9 joined Smith as plaintiffs in Smith’s class action lawsuit.

10 2. On April 28, 2022, Defendant, United Natural Foods West, Inc., and all Plaintiffs
11 attended a global mediation. The Parties were able to negotiate a global settlement as set forth in the
12 Joint Stipulation of Class Action and PAGA Settlement (the “Agreement”). On a classwide basis and as
13 proxies for the State of California pursuant to the Labor Code Private Attorneys General Act of 2004
14 (“PAGA”), Plaintiffs pursue and settle claims for (i) unreimbursed expenses, (ii) underpaid sick pay
15 wages, (iii) unpaid wages and overtime, (iv) failure to provide meal and rest periods, (v) underpayment
16 of the additional hour of regular rate wages for meal and rest period premiums, (vi) untimely payment of
17 wages, and (vii) noncompliant wage statements.

18 3. On October 19, 2022, Plaintiff and Defendant filed a joint stipulation for leave to file a
19 second amended complaint adding Plaintiffs Okeem Smith, Tomas Verduzco Alcala, and Darryl Knox
20 as plaintiffs.

21 **II. FINDINGS**

22 4. The Court conditionally certifies the following Class:

- 23 a. all persons employed by Defendant, United Natural Foods West, Inc., in the State of
24 California as exempt employees from May 11, 2019, through June 30, 2022 (the
25 “Exempt Class Period”); and
26 b. all persons employed by Defendant in the State of California as hourly paid, non-
27 exempt employees and paid sick pay wages during the Sick Pay Period (defined as
28 March 23, 2017 through June 30, 2022), as well as all other persons employed by

Defendant in California as hourly-paid, non-exempt employees during the Post-
Cortez Period (defined as October 5, 2019 through June 30, 2022).

5. The Court hereby approves the terms and conditions provided for in the Agreement. The Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a settlement and appears to be presumptively valid, subject to any objections that may be raised at the final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the uncertain outcome of further litigation relating to liability and damages issues. It also appears that investigation, research, and proceedings have been conducted so that counsel for the Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the action. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.

III. ORDERS

After considering the papers and evidence, arguments of counsel, and all other matters presented to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

6. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement submitted by the Parties. The Agreement appears to be fair, adequate, and reasonable to the Class.

7. The Court appoints and designates: (a) Plaintiffs Margaret Matthews, Okeem Smith, Tomas Verduzco Alcala, and Darryl Knox as Class Representatives, and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

1 8. A final fairness hearing on the question of whether the proposed Agreement, the
2 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, PAGA Penalty
3 Fund, Administration Costs, and Class Representative Awards should be finally approved as fair,
4 reasonable, and adequate as to the members of the Class is set for _____, 2023,
5 at _____ in this Court.

6 9. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
7 ("Class Notice"), which is attached as Exhibit A to the Agreement and this Order. The Court finds that
8 distribution of the Class Notice to Class Members substantially in the manner and form set forth in the
9 Agreement and this Order meets the requirements of due process and shall constitute due and sufficient
10 notice to all parties entitled thereto.

11 10. The Court appoints and designates Phoenix Settlement Administrators as the
12 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
13 Members using the procedures set forth in the Agreement.

14 11. Any Class Member may choose to opt out of and be excluded from the settlement as
15 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
16 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
17 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
18 signed by each such Class Member opting out and must otherwise comply with the requirements
19 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
20 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
21 Judgment.

22 12. Any Class Member may object to the Agreement or express his or her views regarding
23 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
24 issues to be heard and determined by the Court as provided in the Class Notice.

25 13. A Motion for Final Approval shall be filed by the Class Representatives no later than
26 sixteen (16) court days before the final fairness hearing.
27
28

1 14. The Court reserves the right to adjourn or continue the date of the final fairness hearing
2 and all dates provided for in the Agreement without further notice to the Class. The Court retains
3 jurisdiction to consider all further applications arising out of or connected with the Agreement.

4 15. Should final approval not be granted, the fact that the Parties were willing to stipulate to
5 certification of a class as part of the settlement shall have no bearing on the issue of whether a class
6 should be certified in a non-settlement context.

7 **IT IS SO ORDERED.**

8 DATED: _____, 2022

THE HONORABLE MICHAEL JONES