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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 FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: June 29, 2023

Time: 8:30 a.m.

Department: 3

Complaint Filed: March 23, 2021

1 On June 6, 2023, Plaintiffs Margaret Matthews, Okeem Smith, Tomas Verduzco Alcala, and
2 Darryl Knox filed a motion for an Order Granting Final Approval of Class Action Settlement. On June
3 29, 2023, a hearing was held on this matter.

4 The Court has considered the papers and evidence, including the Joint Stipulation of Class
5 Action and PAGA Settlement (the “Agreement”), the arguments of counsel, and all other matters
6 presented to the Court regarding final approval of the settlement, approval of requested allocations from
7 the settlement fund, and entry of final judgment.

8 **I. Background**

9 On March 23, 2021, Margaret Matthews initiated this class and Labor Code Private Attorneys
10 General Act of 2004 (“PAGA”) action against Defendant, United Natural Foods West, Inc. In the
11 operative complaint, Okeem Smith, Tomas Verduzco Alcala, and Darryl Knox also sue Defendant
12 regarding various Labor Code violations. Collectively, Plaintiffs, on behalf of a putative class and as a
13 proxy for the State, pursue class action and PAGA claims for alleged: (i) unreimbursed expenses, (ii)
14 underpaid sick pay wages, (iii) unpaid wages and overtime, (iv) failure to provide meal and rest periods,
15 (v) underpayment of the additional hour of regular rate wages for meal and rest period premiums, (vi)
16 untimely payment of wages, and (vii) noncompliant wage statements. Defendant denies the allegations.

17 **A. Class Members**

18 “Class Members” includes all members of the “Exempt Class” and “Non-Exempt Class.” The
19 Exempt Class includes all persons employed by Defendant in the State of California as exempt
20 employees during the Exempt Class Period (defined as May 11, 2019, through June 30, 2022). The Non-
21 Exempt Class includes all persons employed by Defendant in the State of California as hourly paid, non-
22 exempt employees and paid sick pay wages during the Sick Pay Period (defined as March 23, 2017
23 through June 30, 2022), as well as all other persons employed by Defendant in California as hourly-paid,
24 non-exempt employees during the Post-*Cortez* Period (defined as October 5, 2019 through June 30,
25 2022).

26 **B. Operation of the Settlement**

27 Pursuant to the Court’s December 1, 2022 Preliminary Approval Order, the Court conditionally
28 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order

1 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
2 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
3 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the
4 Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members via first class mail.
5 The notice process was timely completed.

6 This Court finds that the Agreement appears to be the product of serious, informed, non-
7 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
8 to any individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that
9 Plaintiff has satisfied the standards for final approval of a class action settlement under California law.
10 Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal
11 Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971),
12 the trial court has discretion to certify a class where:

13 [Q]uestions of law or fact common to the members of the class predominate over any questions
14 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

15 FED. R. CIV. PROC. 23.

16 Certification of a settlement class is the appropriate judicial device under these circumstances.

17 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

18 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
19 Agreement.

20 2. The Court has jurisdiction over the subject matter of the litigation, the Class
21 Representative, Settlement Class Members, and Defendant.

22 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
23 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
24 practicable under the circumstances to all Class Members, and fully met the requirements of California
25 law and due process under the State and Federal Constitutions.

26 4. The Court approves the settlement of the above-captioned action, as set forth in the
27 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
28 to perform in accordance with the terms set forth in the Agreement.

1 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
2 and attorneys' fees.

3 6. The Court hereby certifies the following Class including an "Exempt Class" and "Non-
4 Exempt Class." The Exempt Class includes all persons employed by Defendant in the State of California
5 as exempt employees from May 11, 2019, through June 30, 2022. The Non-Exempt Class includes all
6 persons employed by Defendant in the State of California as hourly paid, non-exempt employees and
7 paid sick pay wages from March 23, 2017 through June 30, 2022, as well as all other persons employed
8 by Defendant in California as hourly-paid, non-exempt employees from October 5, 2019 through June
9 30, 2022.

10 7. With respect to the Class and for purposes of approving the settlement only and for no
11 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
12 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
13 the Class, and there is a well-defined community of interest among members of the Class with respect to
14 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
15 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
16 protected the interests of the members of the Class; (e) a class action is superior to other available
17 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
18 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and
19 representative capacities and for the Class.

20 8. Within 20 business days after the grant of Final Approval of the settlement, Defendant
21 shall deposit the Gross Settlement Amount of \$2,750,000.00 with the Administrator, pursuant to the
22 terms of the Agreement.

23 9. From the Gross Settlement Amount, the Administrator shall pay:

- 24 • to Class Counsel attorneys' fees in the amount of \$916,666.67 and reimbursement of
25 costs in the amount of \$17,827.96;
- 26 • to Class Representatives Margaret Matthews, Okeem Smith, Tomas Verduzco Alcala,
27 and Darryl Knox for their unique services to the Class, and as consideration for their
28 execution of general releases, the amount of \$10,000.00 each;

- to the California Labor and Workforce Development Agency the amount of \$206,250.00 for its 75% share of PAGA Penalties; and
- to Phoenix Settlement Administrators the amount of \$33,750.00 for its fees and costs in administering the settlement.

10. The Court finds that these amounts are fair and reasonable. The Administrator is directed to make such payments in accordance with the terms of the Agreement.

11. The Court approves the Individual Settlement Payment and Individual PAGA Payment amounts, which shall be distributed by the Administrator pursuant to the terms of the Agreement, after allocation of the amounts set forth in Paragraph 9.

12. The Court hereby orders the parties to implement the terms of the Agreement, including distributing the funds from any uncashed settlement checks to the State Unclaimed Property Fund in the name of the recipient.

13. All Class Members who did not opt out of the Settlement shall be bound by the releases provided in the Agreement. All PAGA Employees shall be bound by the PAGA releases provided in the Agreement. The Class Representative shall be bound by the additional general releases provided in the Agreement.

14. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

15. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this judgment are an admission of any liability or finding of any violation of the Labor Code.

IT IS SO ORDERED AND ADJUDGED.

DATED: _____, 2023

JUDGE OF THE SUPERIOR COURT