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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

EDWARD VIRGEN III, HOLLY ALSOP,
and CHRISTOPHER SHEA O'DONNELL,
on behalf of the State of California, as private
attorney generals, and as individuals, on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CURALEAF CA, INC., a California
Corporation; CURA CA LLC, a California
Limited Liability Company; CURA CS INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 34-2022-00314655-CU-OE-GDS

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

Hearing Date: January 17, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Lauri A. Damrell

Dept: 22

Date Filed: January 31, 2022

Trial Date: Not set

The unopposed motion of Plaintiffs Holly Alsop, Christopher Shea O'Donnell, and
Edward Virgen III ("Plaintiffs") for an order finally approving the Class Action and PAGA
Settlement Agreement ("Agreement") with Defendants Curaleaf CA, Inc., Cura CA LLC, and

FINAL APPROVAL ORDER AND JUDGMENT

1 Cura CS Inc. (“Defendants”), attorneys’ fees and costs, service payments, and the expenses of the
2 Administrator duly came on for hearing on January 17, 2025 before the Honorable Lauri A.
3 Damrell.

4 **I.**

5 **FINDINGS**

6 Based on the oral and written argument and evidence presented in connection with the
7 motion, the Court makes the following findings:

- 8 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 9 2. This Court has jurisdiction over the subject matter of this litigation pending before
10 the Superior Court for the State of California, in and for the County of Sacramento, and over all
11 Parties to this litigation, including the Class.
- 12 3. Based on a review of the papers submitted by Plaintiff and a review of the
13 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Fifty-One
14 Thousand Four Hundred Fifty-Nine Dollars (\$551,459) and the terms set forth in the Agreement
15 are fair, reasonable, and adequate.
- 16 4. The Court further finds that the Settlement was the result of arm’s length
17 negotiations conducted after Class Counsel had adequately investigated the claims and became
18 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
19 Settlement, and the assistance of an experienced mediator in the settlement process, among other
20 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

21 **Preliminary Approval of the Settlement**

- 22 5. On June 28, 2024, the Court granted preliminary approval of the Settlement. At
23 this same time, the Court approved conditional certification of the Class for settlement purposes
24 only.

25 **Notice to the Class**

- 26 6. In compliance with the Preliminary Approval Order, the Court-approved Class
27 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
28

1 about September 20, 2024. Mailing of the Class Notice to their last-known addresses was the best
2 notice practicable under the circumstances and was reasonably calculated to communicate actual
3 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
4 Class Members fully and accurately informed the Class Members of all material elements of the
5 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
6 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
7 fully with the laws of the State of California, the United States Constitution, due process and other
8 applicable law. The Class Notice fairly and adequately described the Settlement and provided
9 Class Members adequate instructions and a variety of means to obtain additional information.

10 7. The Response Deadline for opting out or submitting written objections to the
11 Settlement was November 4, 2024, which for re-mailings was extended by fourteen (14) days.
12 There was an adequate interval between notice and the deadline to permit Class Members to
13 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
14 Class Members to participate in this hearing, and all Class Members and other persons wishing to
15 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and
16 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
17 Court determines that all Class Members who did not timely and properly submit a request for
18 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

19 **Fairness of the Settlement**

20 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
21 48 Cal.App.4th 1794, 1801 (1996).

22 a. The settlement was reached through arm's-length bargaining between the
23 Parties during an all-day mediation before Tripper Ortman, an experienced mediator of wage and
24 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

25 b. Plaintiffs and Class Counsel's investigation and discovery have been
26 sufficient to allow the Court and counsel to act intelligently.

1 c. Counsel for all Parties are experienced in similar employment class action
2 litigation. Class Counsel recommended approval of the Agreement.

3 d. The percentage of objectors and requests for exclusion is small. No
4 objections were received. Only two (2) requests for exclusion were received.

5 e. The participation rate was high. 268 Participating Class Members will be
6 mailed a settlement payment, representing 99.26% of the overall Class.

7 9. The consideration to be given to the Class Members under the terms of the
8 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
9 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
10 Members' claims, given the uncertainties and significant risks of the litigation and the delays
11 which would ensue from continued prosecution of the action.

12 10. The Agreement is approved as fair, adequate and reasonable and in the best
13 interests of the Class Members.

14 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

15 11. An award of \$183,819 for attorneys' fees, representing one-third of the Gross
16 Settlement Amount, and \$24,169.51 for litigation costs and expenses, is reasonable, in light of the
17 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
18 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
19 and billing statement.

20 **Class Representative Service Payments**

21 12. The Agreement provides for Class Representative Service Payments of not more
22 than \$12,500 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
23 Representative Service Payments in the amount of \$12,500 to each of the Plaintiffs are reasonable
24 in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and
25 effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$8,500 in fees and expenses, and this amount is reasonable in light
7 of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
10 of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development Agency
11 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$2,500 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
15 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
16 Periods. "Aggrieved Employees" are all individuals who were employed by Defendants Curaleaf
17 CA, Inc., Cura CA LLC, and Cura CS Inc. in California and classified as non-exempt employees
18 at any time during the PAGA Period (January 27, 2021 through March 22, 2022). Pursuant to
19 Labor Code section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement
20 and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA
21 Penalty to be reasonable.

22 **II.**

23 **ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 15. The Class is certified for the purposes of settlement only. The Class is defined as
26 follows:

27 All individuals who are or previously were employed by Defendants Curaleaf CA,
28 Inc., Cura CA LLC, and Cura CS Inc. in the State of California on a non-exempt

1 basis at any time during the Class Period (January 27, 2018 through March 18,
2 2022).

3 16. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The two (2)
5 individuals who requested exclusion are Dalen Hudson and Erin Widman.

6 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. Defendants shall fully fund the Gross Settlement Amount, and also fund
8 the amounts necessary to fully pay Defendants’ share of payroll taxes in accordance with the
9 Agreement, by transmitting the funds to the Administrator no later than 30 days after the Effective
10 Date

11 18. Class Counsel are awarded attorneys’ fees in the amount of \$183,819 and costs in
12 the amount of \$24,169.51. Class Counsel shall not seek or obtain any other compensation or
13 reimbursement from Defendants, Plaintiffs, or members of the Class.

14 19. The payment of Class Representative Service Payments in the amount of \$12,500
15 each to the Plaintiffs is approved.

16 20. The payment of \$8,500 to the Administrator for its fees and expenses is approved.

17 21. The PAGA Penalty amount of \$10,000 is approved and is to be distributed in
18 accordance with the Agreement.

19 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
20 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
21 entry.

22 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
23 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
24 any wrongdoing by Defendants or that this Action is appropriate for class or representative
25 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
26 the Agreement, nor any document referred to herein, nor any action taken to carry out the
27 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
28 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,

1 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
2 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
3 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
4 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
5 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
6 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
7 Released Class Claims and/or Released PAGA Claims.

8 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
9 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
10 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
11 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
12 to individual Class Members.

13 25. If the Agreement does not become final and effective in accordance with the terms
14 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
15 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
16 revert to their respective positions as of before entering into the Agreement, and expressly reserve
17 their respective rights regarding the prosecution and defense of this Action, including all available
18 defenses and affirmative defenses, and arguments that any claim in the Action could not be
19 certified as a class action and/or managed as a representative action.

20 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

21 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
22 Plaintiffs, and all members of the Class, shall take nothing in the Action.

23 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
24 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
25 supervise and adjudicate any dispute arising from or in connection with the distribution of
26 settlement benefits.

1 28. All Parties shall bear their own attorneys' fees and costs, except as otherwise
2 provided in the Agreement and in this Final Approval Order and Judgment.

3 29. Effective on the date when Defendants fully fund the entire Gross Settlement
4 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
6 release claims against all Released Parties as follows:

7 (a) All Participating Class Members, on behalf of themselves and their
8 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
9 and assigns, release Released Parties from the Released Class Claims. The "Released Class
10 Claims" are all claims that were alleged, or reasonably could have been alleged, based upon facts
11 stated in the Operative Complaint which occurred during the Class Period, including claims for
12 unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to
13 provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage
14 statements, failure to reimburse business expenses, failure to timely pay wages during
15 employment, and failure to timely pay wages at termination. Except as expressly set forth in this
16 Agreement, Participating Class Members do not release any other claims, including claims for
17 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
18 unemployment insurance, disability, social security, workers' compensation, or claims based on
19 facts occurring outside the Class Period.

20 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
21 of themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
23 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
24 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
25 Notices, which occurred during the PAGA Period, including claims based on failure to pay
26 minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide
27 rest periods, failure to provide accurate and itemized wage statements, failure to reimburse
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1 business expenses, failure to timely pay wages during employment, and failure to timely pay
2 wages at termination. The Released PAGA Claims do not include other PAGA claims, underlying
3 wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance,
4 disability and worker's compensation, and PAGA claims outside of the PAGA Period.

5 (c) Plaintiffs and their respective former and present spouses, representatives,
6 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
7 Released Parties from all claims, transactions, or occurrences related to their employment with
8 Defendants or termination of employment with Defendants, as fully set forth in the Agreement.

9 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
10 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
11 Administrator shall transmit the funds represented by such checks to the California Controller's
12 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
13 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

14 31. The Court hereby enters judgment in the entire Action as of the filing date of this
15 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
16 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
17 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
18 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

19 32. A settlement compliance hearing is set for _____ at
20 _____ in Department 22. A report from the Administrator as to compliance and the
21 distribution of the settlement shall be filed no later than 14 days before this hearing.

22 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

23
24 Dated: _____

25 _____
26 HON. LAURI A. DAMRELL
27 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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