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(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF NEVADA

AMANDA POWELL, 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.

BRIARPATCH COOPERATIVE OF
NEVADA, INC., a California corporation;
BRIARPATCH FOOD CO-OP, an unknown
business entity; NEVADA COUNTY BRIARP,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No. CU0001207

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: December 19, 2025

Time: 10:00 a.m.

Judge: S. Robert Tice-Raskin

Dept.: 6

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1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff AMANDA POWELL (hereafter "Plaintiff" or "Class Representative") in this wage and hour
6 class and representative action filed against Defendants BRIARPATCH COOPERATIVE OF
7 NEVADA, INC., BRIARPATCH FOOD CO-OP, NEVADA COUNTY BRIARP (hereinafter
8 "Defendants").

9 2. This declaration is submitted in support of Plaintiff's Motion for Final Approval of Class
10 Action and PAGA Settlement.

11 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
12 of Settlement of Class Action and PAGA Settlement and Release of Claims (hereinafter collectively
13 "Settlement Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the
14 Notice Packet.

15 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed June 20, 2025
16 Preliminary Approval Order.

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the April 28, 2025 proof of
18 filing the proposed Settlement with the LWDA.

19 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the November 21, 2025,
20 proof of filing this motion seeking final approval of this Settlement with the LWDA.

21 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC,
22 "Time and Billing Journal" as of November 18, 2025.

23 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the JCL Law Firm, APC,
24 "Transaction Summary" as of November 18, 2025.

25 9. Attached hereto as **Exhibit "7"** is a true and correct copy of the JCL Law Firm, APC,
26 Firm Resume.

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1 I. INTRODUCTION

2 10. The Agreement provides for a non-reversionary Maximum Settlement Fund of Nine
3 Hundred Eighty-Two Thousand Five Hundred Dollars and Zero Cents (\$982,500.00). An objective
4 evaluation of the proposed settlement confirms that the relief negotiated on behalf of the Settlement
5 Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-
6 collusive negotiations between experienced counsel that were presided over by Brandon McKelvey,
7 Esq., a highly regarded mediator with extensive experience in wage and hour class and PAGA actions.
8 After deducting any Court-approved Class Representative Enhancement, Class Counsel Fees and Costs,
9 the PAGA Payment, and Settlement Administration Costs, the Net Settlement Amount of approximately
10 \$545,010.00 shall be distributed to the Settlement Class Members based on the number of Compensable
11 Workweeks they worked while employed by Defendants during the Class Period. *The Class greeted*
12 *news of the Settlement with unanimous approval as 100% of Class Members have chosen to*
13 *participate in the Settlement.*¹ The 100% approval rate by the Settlement Class evidences the clear
14 fairness and reasonableness of the Settlement.

15 11. This Settlement provides substantial recovery to Class Members. Plaintiff estimates that
16 the Settlement, if approved, would result in an average Individual Settlement Payment of \$766.54, with
17 the estimated highest gross payment being \$3,008.58. PAGA Class Members will receive an estimated
18 average gross payment of \$33.16, with the estimated highest gross payment being \$62.28.

19 12. The relief offered by the Settlement is immediate and is particularly impressive when
20 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
21 *infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait
22 (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain
23 litigation.

24 13. As discussed below, the proposed Settlement satisfies all criteria for final settlement
25 approval under California law and falls well within the range of reasonableness. Accordingly, the Class
26 Representative and Class Counsel respectfully request this Court grant final approval of the Agreement
27 and entry of the proposed Final Approval Order and Judgment.

28 ¹ As of the filing date of this Motion, 21 Notice Packets were deemed undeliverable.

II. OVERVIEW OF THE LITIGATION

14. Defendants own and operate grocery stores in California, including in Nevada County, where Plaintiff worked. This action asserts claims on behalf of all individuals who are or were employed by Defendants as non-exempt employees in the State of California during the Class Period. Plaintiff was employed by Defendants as a non-exempt employee, from approximately August of 2021 to January of 2023. At all times during her employment, Plaintiff earned an hourly wage and was entitled to legally compliant meal and rest periods, and minimum, regular, and overtime wages for all hours worked. Throughout her employment, Plaintiff was subject to Defendants' policies and procedures.

15. Generally, Plaintiff alleges that Defendants failed to include non-discretionary compensation into the regular rate of pay for purposes of calculating overtime, meal period premiums, and sick pay compensation, failed to provide legally compliant meal and rest periods, failed to pay for all hours worked, and failed to reimburse for necessary business expenses. Defendants forcefully deny liability for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all applicable employment laws and have raised several other significant defenses to Plaintiff's claims, including but not limited to, asserting that they paid employees for all hours worked, maintained facially compliant meal and rest period policies, issued compliant wage statements, and timely paid all wages when due.

16. On December 1, 2023, Plaintiff served Defendants and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, California Labor Code Sections 2698 *et seq.* ("PAGA").

17. On February 5, 2024, Plaintiff filed a putative class and PAGA representative action Complaint in the Nevada County Superior Court, Case No. CU0001207. The claims for relief Plaintiff asserted on behalf of herself and the putative class and aggrieved employee group are: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7

1 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1
2 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not
3 Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During
4 Employment); (7) Violation of California Labor Code 226(a) (Non-compliant Wage Statements); (8)
5 Violation of California Labor Code 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation
6 of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of
7 California Business & Professions Code §§ 17200 *et seq.*; and (11) Violation of California Labor Code
8 § 2698 *et seq.* (California Labor Code Private Attorneys General Act of 2004).

9 18. Defendants filed an answer to the Complaint on March 25, 2024, asserting general and
10 affirmative defenses.

11 19. The Parties agreed relatively early to mediate the Action. In preparation for mediation,
12 the Parties engaged in informal discovery including Defendants' policies and practices regarding the
13 alleged violations, and time and pay data for a sample of Class Members. Class Counsel also retained
14 Berger Consulting Group ("BCG") to evaluate the Class Members' payroll and time data and to assist
15 in the development of various damage models. On November 11, 2024, the Parties participated in a
16 full-day mediation under the guidance of an experienced wage and hour neutral, Brandon McKelvey.
17 Unable to resolve the case at the November 11, 2024, mediation, the Parties exchanged further
18 information and returned to mediation on December 2, 2024. On December 3, 2024, after arm's-length
19 negotiations and bargaining, the Parties reached an agreement to settle and signed a Memorandum of
20 Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-form
21 settlement agreement, which is the subject of the instant motion.

22 **III. THE SETTLEMENT BEFORE THE COURT**

23 20. The Court preliminarily approved a Maximum Settlement Fund of Nine Hundred Eighty-
24 Two Thousand Five Hundred Dollars and Zero Cents (\$982,500.00) based on Defendants' initial
25 estimate that the Settlement Class would be comprised of approximately 675 individuals who would
26 have worked approximately 37,882 workweeks during the Data Period. After the Court granted
27 preliminary approval, Defendants confirmed the actual number of Class Members and Compensable
28 Workweeks and determined that analysis of the complete data set showed the number of Compensable

1 Workweeks during the Data Period was 45,707, which exceeded 110% (41,671) of the initial
2 approximation. Per the Agreement, Defendants elected to truncate the Class Period as of June 30, 2024,
3 rather than increase the Maximum Settlement Fund.

4 21. Subject to Court approval, Class Counsel shall seek an award of attorneys' fees and costs
5 in the amount of \$367,500.00, comprised of attorneys' fees equal to one-third of the Maximum
6 Settlement Fund estimated to be \$327,500.00 and costs up to \$40,000.00 for actually incurred litigation
7 expenses. Class Counsel is to split the fees 35% to Lawyers for Justice, PC, 32.5% to the JCL Law
8 Firm, APC, and 32.5% to the Zakay Law Group, APLC.

9 22. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
10 the class and should be granted final approval. This is evidenced by the high approval of the Settlement
11 by the Settlement Class and absence of any objections to the Settlement and the average Individual
12 Settlement Payment of **766.54**.

13 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

14 **A. Class Counsel Conducted a Thorough Investigation**

15 23. Months before filing the Action, Class Counsel began their pre-filing investigation into
16 Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with
17 Plaintiff. At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints
18 justified further inquiry.

19 24. Class Counsel subsequently requested Plaintiff's employee file from Defendants. In
20 response, Defendants produced various documents, including but not limited to, copies of Defendants'
21 policies, Plaintiff's pay summary and Plaintiff's payroll records. Class Counsel reviewed and analyzed
22 the documents and determined the documents appeared to substantiate Plaintiff's claim that Defendants
23 failed to, among other things, accurately calculate the regular rate of pay for purposes of paying meal
24 period premiums, overtime, and redeemed sick pay, provide compliant meal and rest breaks, and pay
25 for all time worked.

26 25. Considering the many anticipated factual disputes, the Parties agreed that it would be in
27 the best interest of both Parties to mediate the matter. Defendants produced time and payroll records
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1 for the Class Members, aggregate workweek and pay period data for the Class Members, average hourly
2 rate for the Class Members, and copies of applicable handbooks, policies, and agreements.

3 26. Class Counsel then retained the statisticians and economists at Berger Consulting Group
4 (“BCG”) to evaluate the Class Members’ payroll and time data. BCG provides data analysis and
5 damage modeling consulting services, specializing in wage and hour class actions. BCG’s team of
6 financial and data analysts are credentialed and experienced experts in their fields and have provided
7 their expertise on thousands of cases. Stated differently, BCG is well-qualified to analyze Defendants’
8 time and payroll data.

9 27. BCG analyzed Defendants’ time and payroll data to assist in the development of various
10 damage models. Among other things, BCG determined the approximate number of work shifts,
11 workweeks, pay periods, average length of shift, and average number of hours worked per workweek
12 and pay periods during the Class Period. BCG also estimated the number of meal and rest period
13 violations, the amount of unpaid wages, and the amount of off-the-clock work performed by the Class
14 Members during the Class Period.

15 28. In advance of mediation, Class Counsel created several damage models predicated on the
16 BCG analysis. Class Counsel’s models calculated Defendants’ potential liability exposure while
17 accounting for the uncertainties of continued litigation. These damage models informed and guided
18 Class Counsel during the mediated settlement discussions.

19 29. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
20 determining Plaintiff’s suitability as a putative class representative through interviews, background
21 investigations, and analysis of her employment file; (2) evaluating all of Plaintiff’s potential claims; (3)
22 researching similar wage and hour class actions as to the claims brought, the nature of the positions,
23 and the type of employer; (4) analyzing the Class Members’ time and payroll records; (5) analyzing
24 Defendants’ labor policies and practices; (6) researching settlements in similar cases as well as
25 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff’s claims and
26 estimating Defendants’ liability for purposes of settlement; (8) drafting the mediation brief; and (9)
27 participating in two separate days of mediation. This investigation allowed Class Counsel to fully assess
28

1 the nature and magnitude of the claims being settled, as well as the impediments to recovery, such as to
2 make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

3 30. Class Counsel only agreed to enter the Settlement following this thorough investigation
4 and evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and
5 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
6 associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly
7 believe this Agreement to be in the best interests of the Class Members. Because the Settlement's terms
8 are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

9 **B. The Parties Settled at Mediation**

10 31. On November 11, 2024, and again on December 2, 2024, the Parties conducted full days
11 of mediation with Brandon McKelvey, Esq., a respected mediator of wage and hour class and
12 representative actions. Brandon McKelvey helped manage the Parties' expectations and provided a
13 useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with
14 the mediator's assistance. Namely, the Parties exchanged information regarding their respective claims
15 and defenses, including their respective evaluations of the damages. Although the first mediation was
16 unsuccessful, the second mediation concluded with a settlement, the complete and final terms of which
17 are now set forth in the Agreement.

18 32. The Parties' negotiations were at all times at arm's length, adversarial, and non-collusive.
19 After two days of mediated negotiations conducted by an experienced and respected neutral, the
20 mediation concluded with a settlement. Class Counsel submits that the Settlement constitutes a fair,
21 adequate, and reasonable compromise of the claims at issue. No action would likely have been taken
22 by Class Members individually, and no compensation would have been recovered for them, but for
23 Plaintiff's service on behalf of the Class.

24 **C. Class Counsel is Experienced in Similar Litigation**

25 33. Plaintiff is represented by competent and experienced counsel to pursue her claims. I
26 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm exclusively
27 representing California employees in complex wage and hour class actions and representative actions
28 arising under the California Labor Code Private Attorneys General Act. The Firm currently consists of

1 myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate
2 Attorney), Perssia Razma, Esq. (Associate Attorney), John L. Nitti, Esq. (Associate Attorney), Carolina
3 Faccin, Esq. (Associate Attorney), Andrew Ward (Law Clerk), Hana McAnally (Law Clerk), Jennifer
4 Heming (Paralegal), Allysa Castillo (Legal Assistant), Elsa Torres (Legal Assistant), and Sabrina Carle-
5 Parra (Secretary).

6 34. I am qualified to represent Plaintiff, the State of California, and the PAGA Class
7 Members. I have extensive experience with wage and hour class and representative actions litigation
8 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
9 litigation experience and complex construction product liability experience. I can, will and have
10 adequately represented the interests of Plaintiff, the State of California, and the PAGA Class Members
11 throughout this action.

12 35. I have represented consumers and employees in California class actions, and complex
13 multi-party product liability actions exclusively for more than 14 years. I have been in practice as a
14 plaintiffs' civil litigation attorney since April 2007.

15 36. I am qualified to represent Plaintiff, the State of California and the PAGA Class Members.
16 I have extensive experience with wage and hour class and representative actions litigation like this
17 matter, and employment matters in general. My credentials are reflected in the JCL Law Firm, APC,
18 Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "7."** Some of the major
19 cases the Firm has undertaken are also set forth in **Exhibit "7."**

20 37. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
21 favorable verdict for the firm's clients.

22 38. Finally, I have published appellate experience in *William Blanchette et al., v. The*
23 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521 and *Duran v. EmployBridge*
24 *Holding Company, LLC*, 92 Cal.App.5th 59 (2023).

25 39. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers,
26 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers,
27 Rising Star list recognizes the top 2.5% of eligible attorneys. (see
28 https://www.superlawyers.com/about/selection_process.html.)

1 **D. The Gross Settlement Amount is Fair and Reasonable**

2 40. Here, the Settlement is clearly within the “ballpark” of reasonableness because the
3 Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily
4 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
5 91 Cal.App.4th at 250. While the Maximum Settlement Fund of \$982,500.00 represents a discount on
6 Defendants’ potential exposure if Plaintiff established liability on all claims and were awarded the full
7 amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable
8 defenses raised by Defendants presented a risk that the trier of fact could award significantly less in
9 damages than Plaintiff’s estimate and (2) any theoretical post-trial recovery may require many more
10 years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

11 41. As detailed at the time of preliminary approval, the Maximum Settlement Fund is fair and
12 reasonable considering the nature and magnitude of the claims being settled and the various potential
13 impediments to recovery. Class Counsel developed varied economic damages models measuring
14 Defendants’ liability exposure while accounting for the uncertainties of continued litigation. The
15 various models were informed by Class Counsel’s investigation, including the analysis of a significant
16 sample of time and payroll data. As detailed in greater depth during the preliminary approval process,
17 Class Counsel projected Defendants’ liability exposure for class claims (excluding PAGA penalties) to
18 be approximately \$2,947,484.95 if successful at trial. The Maximum Settlement Fund represents
19 approximately 33.33% of Defendants’ class-wide liability exposure as estimated by Class Counsel.

20 42. The Settlement also provides significant relief to the Settlement Class Members. After
21 deductions for the Class Counsel Award, Settlement Administration Costs, the PAGA Payment, and
22 the Class Representative Enhancement, the Net Settlement Amount is currently estimated to be
23 **\$545,010.00**. The estimated average Individual Settlement Payment is approximately **\$766.54**. This
24 average net recovery is on par with many wage and hour class action settlements approved by California
25 state and federal courts. *See, e.g., Palencia v. 99 Cents Only Stores*, No. 34-2010-00079619
26 (Sacramento County Super. Ct) (average net recovery of approximately \$80); *Fukuchi v. Pizza Hut*,
27 Case No. BC302589 (L.A. County Super. Ct.) (average net recovery of approximately \$120); *Contreras*
28 *v. United Food Group, LLC*, Case No. BC389253 (L.A. County Super. Ct.) (average net recovery of

1 approximately \$120); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (L.A. County
2 Super. Ct.) (average net recovery of approximately \$90); *Doty v. Costco Wholesale Corp.*, Case No.
3 CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of approximately \$65);
4 *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (ED. Cal.) (average net recovery of
5 approximately \$60); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super.
6 Ct.) (average net recovery of approximately \$35); and *Gomez v. Amadeus Salon, Inc.*, Case No.
7 BC392297 (L.A. Super. Ct.) (average net recovery of approximately \$20). Additionally, Defendant
8 must separately fund its share of any employer side payroll taxes. Agreement at ¶ 44.

9 43. Clearly the goal of this litigation – to obtain redress for the class – has been met by this
10 Settlement. Given the amount of the Settlement, the risks of litigation, and the arm's length negotiations
11 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
12 approval.

13 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

14 44. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
15 ignore the asserted defenses. If successful on any one of its defenses, Defendants could defend the
16 action or, at least, drastically undercut Plaintiff's claims.

17 45. With respect to the most immediate challenge, i.e., class certification, the risks attendant
18 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
19 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated, reversed, and remanded
20 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
21 the trial court to enter judgement in favor of the employer. *See also O'Connor v. Uber Technologies,*
22 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
23 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor of
24 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
25 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
26 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
27 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to
28 having taken meal and rest breaks demonstrated that individualized inquiries were required to show

1 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
2 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
3 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
4 certification of driver meal and rest period claims based on the predominance of individual issues).
5 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
6 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
7 settlement.

8 46. Although Plaintiff is confident about the strength of their claims, Plaintiff nevertheless
9 recognizes that Defendants have factual and legal defenses that, if successful, would potentially defeat
10 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
11 drastically affect the value of Plaintiff's claims and, in fact, already has.

12 47. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O'Connor v. Uber*
13 *Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59
14 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt
15 that if Defendants faced a large adverse judgement, Defendants undoubtedly have the resources to post
16 a bond and appeal. A post-judgment appeal by Defendants would have required many more years to
17 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
18 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
19 an uncertain result three or more years in the future.

20 48. Further, prior to and during the mediation and settlement discussions, the Parties
21 exchanged information and engaged in a detailed discussion regarding their evaluation of the case and
22 various aspects of the matter, including but not limited to, the risks and delays of further litigation, as
23 well as evidence of Defendants' financial condition and ability to pay. The Parties only reached a
24 Settlement after Mediator Brandon McKelvey, Esq., on two separate dates, heard arguments, reviewed
25 evidence, evaluated the Parties' respective claims and defenses, and accounted for Defendants'
26 finances. Based upon their evaluation, the Class Representative and Class Counsel have determined that
27 the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and
28 adequate, and should be granted final approval.

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50. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval with the LWDA. On November 21, 2025, Plaintiff gave the LWDA notice of this motion seeking final approval of this Settlement.

JCL LAW FIRM, APC
By: 
Jean-Claude Lapuyade

EXHIBIT 1

**STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT
AND RELEASE OF CLAIMS**

This Stipulation of Class Action and PAGA Settlement and Release of Claims is entered into by and between Plaintiff AMANDA POWELL, individually and on behalf of the Settlement Class and Defendants BRIARPATCH FOOD CO-OP and BRIARPATCH COOPERATIVE OF NEVADA COUNTY, INC., and NEVADA COUNTY BRIARP¹ (collectively “BriarPatch”), subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

1. “Action” or “Lawsuit” refers to the civil action filed February 5, 2024, in the Superior Court of the State of California, County of Nevada, captioned as *AMANDA POWELL, 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 v. BRIARPATCH COOPERATIVE OF NEVADA, INC., a California Corporation; BRIARPATCH FOOD CO-OP, an unknown business entity; NEVADA COUNTY BRIARP, an unknown business entity; and DOES 1 through 100, inclusive*, Case No. CU0001207.

2. “Agreement” or “Settlement” or “Settlement Agreement” means this Stipulation of Class Action Settlement and Release of Claims.

3. “Class” or “Class Members” shall include all individuals who are or were employed by Defendants as non-exempt employees in the State of California during the Class Period.

4. “Class Counsel” means and refers to Jean-Claude Lapuyade of JCL Law Firm, APC, Shani O. Zakay of Zakay Law Group, APLC, and Lawyers for Justice, P.C.

5. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with this Action, paid

¹ The Complaint also names a nonexistent entity, Nevada County BriarP, as an erroneously-sued Defendant. As “Nevada County BriarP” does not exist, this Agreement’s references to “Defendants” or “BriarPatch” reflect only the correctly-named existing entities.

from the Maximum Settlement Fund.

6. “Class Data” means information regarding Class Members that Defendants will, in good faith, compile from its payroll and other business records and provide to the Settlement Administrator. It shall be formatted in a form acceptable to the Settlement Administrator and shall include the following information for each Class Member: (1) employee identification number; (2) full name; (3) last known address; (4) start and end dates of employment; (5) Social Security Number; (6) the number of Compensable Workweeks associated with each individual during the Class Period; and (7) the number of Compensable pay periods associated with each PAGA Covered Employee during the PAGA Period.

7. “Class Period” or “Settlement Period” means the period of time from February 5, 2020, until February 1, 2025, inclusive.

8. “Class Released Claims” means any and all claims for wages, statutory and civil penalties (but not PAGA Penalties), monies, damages, liquidated damages, premiums, restitution, injunctive and declaratory relief, pre-judgment and post-judgment interest, attorneys’ fees and costs, that were alleged in the Action and/or claims which could have reasonably been alleged based on the same set of operative facts pled therein, including, but not limited to: (1) failure to pay overtime wages in violation of California Labor Code sections 204, 510, 1194, 1198, and the applicable IWC Wage Orders, including failure to properly calculate and apply the regular rate of pay; (2) failure to provide meal breaks and meal break premiums in violation of California Labor Code sections 226.7, 512(a), and the applicable IWC Wage Orders; (3) failure to provide rest breaks and rest break premiums in violation of California Labor code section 226.7, the California Code of Regulations, and the applicable IWC Wage Orders; (4) failure to pay wages in violation of California Labor Code sections 224, 246, 558, 1194, 1194.2, 1197, 1198, the California Code of Regulations, and the applicable IWC Wage Orders; (5) failure to pay all wages earned at separation of employment in violation of California Labor Code sections 201, 202, and 203; (6) failure to correctly pay all wages timely during employment in violation of California Labor Code section 200, 204, 210, and 246; (7) failure to provide accurate itemized wage statements in

violation of California Labor Code sections 226(a), 226(e), and 226.3; (8) failure to maintain accurate employment records in violation of California Labor Code section 1174; (9) failure to indemnify employees for all necessary business expenditures in violation of California Labor Code section 2802 and 2804; (10) violation of Business and Professions Code section 17200, et seq. based on the Labor Code sections alleged and with respect to the statutory penalties claimed in the Action, any source of obligation as a basis for claiming such penalties during the Class Period (the “Released Claims”) against the Released Parties. The release of the Class Released Claims shall be given full *res judicata* and *collateral estoppel* effect upon entry of the judgment in this Action so as to bar any Settlement Class Member from filing or pursuing the Class Released Claims during the Class Period against the Released Parties in any forum.

9. “Class Representative Enhancement” means the amount that the Court authorizes to be paid to Plaintiff AMANDA POWELL in addition to her Individual Settlement Payment and PAGA Individual Payment, as applicable, in recognition of her efforts and risks in assisting with the prosecution of the Action and in exchange for executing the General Release provided herein.

10. “Class Representative” means Plaintiff AMANDA POWELL in her capacity as the representative of the Class Members.

11. “Compensable Workweeks” means any seven (7) consecutive days beginning on Sunday and ending on Saturday during which a Class Member worked for Defendants during the Class Period, according to Defendants’ records.

12. “Counsel for Defendants” shall refer to Robert I. Lockwood and William A. Cosmopulos of LITTLER MENDELSON, P.C.

13. “Court” means the Superior Court of California for the County of Nevada.

14. “Data Period” means the period of time from February 5, 2020, until the date of the Parties’ first mediation session on November 11, 2024.

15. “Defendants” means BRIARPATCH FOOD CO-OP and BRIARPATCH COOPERATIVE OF NEVADA COUNTY, INC. (collectively “BriarPatch”).

16. “Effective Date” means: (a) the date upon which the time for appeal of the Court’s

order granting final approval of the Settlement Agreement and entry of judgment expires (i.e., the sixty-first day after the Court grants final approval); unless (b) an appeal is timely filed, then “Effective Date” means the date of final resolution of any appeal from the order granting final approval of the Settlement Agreement and entry of judgment or dismissal of the appeal.

17. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member.

18. “Maximum Settlement Fund” means the amount of Nine Hundred Eighty-Two Thousand and Five Hundred Dollars and No Cents (\$982,500.00), which includes the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs. The Maximum Settlement Fund is all-in with no reversion and exclusive of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement. Defendants will deposit the Maximum Settlement Fund in two installments, as described herein.

19. “Net Settlement Amount” or “NSA” means the Maximum Settlement Fund, less Class Counsel Award, Class Representative Enhancement, PAGA Payment, and Settlement Administration Costs.

20. “Notice Packet” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A.

21. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

22. “PAGA Covered Employees” means all individuals who were employed by Defendants in California as non-exempt employees during the PAGA Period, regardless of whether they submitted a valid Request for Exclusion or otherwise opted out of the Settlement.

23. “PAGA Letter” means the letter or notice, pursuant to California Labor Code section 2699.3, that Plaintiff conveyed to the California Labor and Workforce Development Agency (“LWDA”) on or about December 1, 2023, describing Defendants’ alleged violations under the California Labor Code.

24. “PAGA Payment” means the portion of the Maximum Settlement Fund that is

designated as civil penalties pursuant to PAGA in the total amount of Fifty Thousand Dollars and No Cents (\$50,000.00).

25. “PAGA Pay Period” means, for purposes of calculating the distribution of the PAGA Payment to PAGA Covered Employees, the number of pay periods of employment during the PAGA Period that each PAGA Covered Employee worked in California.

26. “PAGA Individual Payment” means the amount paid from the PAGA Payment to PAGA Covered Employees.

27. “PAGA Period” means the period of time from December 1, 2022, until February 1, 2025, inclusive.

28. “PAGA Released Claims” means the release of the Released Parties by the Labor Workforce Development Agency (“LWDA”), State of California, and by Plaintiff AMANDA POWELL as representative of and proxy for the LWDA, from all claims for civil penalties under the Labor Code pursuant to the Private Attorneys General Act (Cal. Lab. Code §§ 2698 et seq.) that were alleged in the PAGA Letter, the operative complaint in the Action, and/or claims for PAGA penalties which reasonably could have been alleged based on the same set of operative facts pled therein, including, but not limited to claims for PAGA penalties arising from violations of California Labor Code sections 201, 202, 203, 204, 210, 224, 226, 226.3, 226.7, 246, 256, 510, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804. The release of PAGA Released Claims shall be given full res judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar the LWDA and any PAGA Covered Employees from filing or pursuing the PAGA Released Claims during the PAGA Period against the Released Parties in any forum.

29. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either Plaintiff or Defendants, individually.

30. “Payment Ratio” means the respective Compensable Workweeks for each Class Member divided by the total Compensable Workweeks for all Class Members.

31. “Plaintiff” means AMANDA POWELL.

32. “Preliminary Approval Date” means the date on which the Court enters an order granting preliminary approval of the Settlement.

33. “Released Parties” means Defendants BRIARPATCH FOOD CO-OP, and BRIARPATCH COOPERATIVE OF NEVADA COUNTY, INC., and each and all of their past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, owners, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives.

34. “Request for Exclusion” means a written statement requesting exclusion containing the Class Member’s name, signature, address, and telephone number to be mailed by the Class Members who wish to opt out of the Settlement Class. To be effective, the Request for Exclusion must be in the form described in Paragraph 54(g), post-marked by the Response Deadline, and received by the Settlement Administrator.

35. “Response Deadline” means the forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and is the last date on which Class Members may submit Requests for Exclusion or Objections to the Settlement.

36. “Settlement Administrator” or “Claims Administrator” means Apex Class Action, LLC.

37. “Settlement Class Members” or “Settlement Class” means all Class Members who do not timely submit a valid Request for Exclusion to be excluded from the Class as provided in this Agreement.

II. RECITALS

38. On February 5, 2024, Plaintiff filed a putative class and PAGA representative action Complaint against Defendants in Nevada County Superior Court captioned as *AMANDA POWELL, 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 v. BRIARPATCH COOPERATIVE OF NEVADA, INC., a California Corporation; BRIARPATCH FOOD CO-OP, an unknown business entity; NEVEDA COUNTY BRIARP, an unknown business entity; and DOES 1 through 100, inclusive, Case No. CU0001207. The claims for relief Plaintiff asserted on behalf of herself and the putative class and aggrieved employee group are: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code 226(a) (Non-compliant Wage Statements); (8) Violation of California Labor Code 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code §§ 17200 et seq.; and (11) Violation of California Labor Code § 2698 et seq. (California Labor Code Private Attorneys General Act of 2004). Plaintiff's Action seeks compensation in the form of wages, penalties, restitution, interest, attorneys' fees and costs of suit, along with injunctive relief.

39. Defendants filed an answer to the Complaint on March 25, 2024, asserting general and affirmative defenses.

40. Plaintiff and Defendants engaged in a voluntary exchange of information concerning the claims and defenses set forth in the Action, including Defendants' policies and practices regarding the alleged violations, and time and pay data. Plaintiff and Defendants additionally have each conducted independent investigations and fact finding.

41. On November 11, 2024, Plaintiff and Defendants participated in a full day of mediation under the guidance of an experienced wage and hour neutral, Brandon McKelvey. Unable to resolve the case at the November 11, 2024, mediation, the Parties exchanged further

information and returned to mediation on December 2, 2024. On December 3, 2024, the Parties accepted the mediator's proposal and agreed to resolve all claims in this Action.

42. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute the damages and penalties claimed by Plaintiff, and further contend that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment.

43. The Plaintiff and Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including reviewing documents and information provided by Defendants. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants is fair, reasonable, and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Defendants are agreeing to this Settlement to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

III. TERMS OF AGREEMENT

44. Settlement Consideration. Defendants shall pay the Maximum Settlement Fund, which shall fund the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Defendants shall not be required to pay more than the Maximum Settlement Fund, except its share of payroll taxes. Defendants' share of employer side payroll taxes shall be paid together with the first installment of the Maximum Settlement Fund in accordance with the terms of the Settlement. This settlement is non-reversionary and none of the Maximum Settlement Fund shall revert to Defendants.

45. Release by All Settlement Class Members. Upon the Effective Date, each Class

Member (including Plaintiff) who does not timely submit a valid Request for Exclusion, shall, for the Class Period, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and forever discharge the Released Parties from the Class Released Claims.

46. General Release By Plaintiff. In addition to the Settlement Class Members' Released Claims, described above, in exchange for the consideration recited in this Agreement, including but not limited to the Class Representative Enhancement, Plaintiff, for herself and for any decedent, heirs, legal representatives, successors and assigns, hereby irrevocably and unconditionally releases, acquits and forever discharges the Released Parties, from any and all claims, demands, damages, liquidated damages, monies, penalties, restitution, injunctive relief, attorneys' fees, costs, liabilities and/or causes of action of whatever kind or character, whether known or unknown, which Plaintiff ever had, now has, has asserted or may hereafter assert or claim to have against the Released Parties arising out of or relating in any way to any acts, circumstances, facts, transactions, or omissions based on facts occurring up to and including the date Plaintiff signs this Agreement. This release includes but is not limited to any and all claims related to unlawful discrimination, harassment, retaliation, and reasonable accommodation; related to the terms and conditions of employment; for penalties, compensation or benefits; and/or for wrongful termination of employment under arising under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Americans with Disabilities Act, as amended, 42 U.S.C. § 1981, as amended, the Fair Labor Standards Act, as amended and the Portal to Portal Act, the Equal Pay Act, the Employee Retirement Income Security Act, as amended, the Consolidated Omnibus Budget Reconciliation Act, the Rehabilitation Act of 1973, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, the California Government Code, the California Civil Code; and any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on equity, constitutional, statutory, common law or regulatory grounds as well as any other claims based on

theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws, except for such claims that cannot be released by law. With respect to the claims referenced in this paragraph, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits Plaintiff may otherwise have had pursuant to section 1542 of the California Civil Code, which states that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff's Initials:  AP

47. This Agreement, including the General Release by Plaintiff shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released. Moreover, regardless of whether Plaintiffs sign this Agreement, nothing in any agreement, policy, or practice, including this Agreement (i) limits or affects Plaintiff's right to challenge the validity of this Agreement under the ADEA or the Older Worker Benefit Protection Act (OWBPA), (ii) prevents Plaintiff from communicating with, filing a charge or complaint with; providing documents or information voluntarily or in response to a subpoena or other information request to; or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, law enforcement, or any other any federal, state or local agency charged with the enforcement of any laws, or from testifying, providing evidence, responding to a subpoena or discovery request in court litigation or arbitration,

or (iii) prevents a non-management, non-supervisory employee from engaging in protected concerted activity under Section 7 of the NLRA or under similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking, or participating in other activity for mutual aid or protection, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, except where the information was entrusted to the employee in confidence by Defendants as part of the employee's job duties. In addition, nothing in this Agreement shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation against a person for reporting harassment or discrimination related to the case; or prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful; or waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Defendants, or on the part of the agents or employees of the Defendants, when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. In addition, nothing in this Agreement limits or affects Plaintiff's right to disclose or discuss sexual harassment or sexual assault disputes. By signing this Agreement, Plaintiff is waiving her right to recover any individual relief (including any backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or award from a government agency (and not the Defendants) for information provided to the government agency or where otherwise prohibited.

48. PAGA Release by PAGA Covered Employees and Labor Workforce Development Agency. Upon the Effective Date, the Labor Workforce Development Agency, State of California, and Plaintiff as representative of and proxy for the LWDA, are deemed to release, on behalf of

themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the PAGA Released Claims.

49. Conditions Precedent. This Settlement will become final only upon the occurrence of all of the following events:

- a) The Court enters an order granting preliminary approval of the Settlement;
- b) The Court enters an order granting final approval of the Settlement and a Final Judgment;
- c) If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order granting Final Approval of Class Action Settlement; and
- d) Defendants fully fund the Maximum Settlement Fund.

50. Certification of the Settlement Class and Nullification of Settlement Agreement. The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only. In the event this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become final or effective, or if all conditions precedent are not met, or is reversed, withdrawn, or modified by the or any Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the claims as described herein:

- a. This Settlement Agreement shall be void *ab initio* and of no force or effect and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- b. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
- c. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

51. Tax Treatment. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

52. Preliminary Approval Motion. At the earliest practicable time, Plaintiff and Class Counsel shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Any dispute regarding forms of notices and other documents necessary to implement the Settlement contained in the Agreement, if not timely resolved among the Parties, shall be referred to the Court. Class Counsel shall seek a prompt hearing date to obtain preliminary approval of the Settlement.

53. Settlement Administrator. The Settlement Administrator shall be responsible for: (a) calculating the number of Compensable Workweeks and the Payment Ratio and Individual Settlement Payment for each Class Member and PAGA Covered Employee; (b) processing and mailing payments to the Class Representative, Class Counsel, the LWDA and Settlement Class Members; (c) printing and mailing the Notice Packets to the Class Members as directed by the

Court; (d) receiving and reporting the objections and Requests for Exclusion; (e) distributing tax forms to the Settlement Class Members and PAGA Covered Employees (f) providing declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement; (g) calculating and withholding all taxes from the wage portion of the payments to Settlement Class Members; (h) calculating and notifying Defendants of their portion of the taxes on the wage portion of the payments to Settlement Class Members and accepting payment of such taxes from Defendants; (i) timely depositing all tax payments with the appropriate government entities; and (j) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

54. Settlement Administration.

a. Class Data. No later than thirty (30) calendar days after execution of this Settlement Agreement, Defendants shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to Class Members. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiff or any third party or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.

b. Notice Packets. The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A. The Notice of Class Action Settlement shall set forth the material terms of the Settlement, including the release to be given by all members of the Settlement Class who do not request to be excluded from the Settlement Class. All Class Members who are PAGA Covered Employees shall be advised that they will be part of the PAGA settlement, whether or not they elect to opt-out of the class settlement. The Notice Packet also shall be individualized by including the Class Members' estimated Individual Settlement Payment and for Class Members, the number of Compensable Workweeks.

c. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the

Settlement Administrator will perform a search based on the National Change of Address Database and/or similar database(s) to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. In the event more than one address is identified, the Settlement Administrator shall mail to each potentially valid address.

d. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing if another mailing address is identified by the Settlement Administrator. The deadlines for Class Members' Requests for Exclusion and written objections will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

e. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendants' records regarding the Compensable Workweeks worked by Class Members stated on the Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary Compensable Workweeks. If there is a dispute, the Settlement Administrator will consult with Defendants to determine whether an adjustment is warranted.

f. Disputes Regarding Administration of Settlement. Any disputes not subject to resolution by the Settlement Administrator concerning the administration of the Settlement will

be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court or the Settlement Administrator, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

g. Request for Exclusion. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator a written statement requesting exclusion from the Settlement. The written statement must: (1) state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement in the matter of *Amanda Powell v. BriarPatch Cooperative of Nevada, Inc., BriarPatch Food Co-op, and Nevada County Briarp* (Case No. CU0001207); (2) contain the name (and former name(s), if any), address, and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address in the Notice Packet. The Request for Exclusion will not be valid if it is not timely submitted by the Response Deadline and received by the Settlement Administrator. The date of the postmark on the return mailing envelope transmitting the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon, however, all PAGA Covered Employees will receive their PAGA Individual Payments and will be releasing the PAGA Released Claims since they cannot opt out of the PAGA settlement. Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be bound by the terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class

to submit Requests for Exclusion from the Settlement.

h. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement must serve on the Settlement Administrator by first class mail a written statement of objection (“Notice of Objection”) by the Response Deadline. The date of the postmark on the envelope transmitting the Objection shall be deemed the exclusive means for determining that a Notice of Objection was submitted timely. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member (and former names, if any); (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member’s Social Security number; and (4) the reason(s) for the objection; and (5) name and case number of this matter. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or solicit or encourage Settlement Class Members to appeal from the Order and Final Judgment. Class Members who submit a Request for Exclusion are not entitled to object to the Settlement. Class Members who do not submit a written Objection may still appear at the Final Approval hearing and make an objection orally.

55. Funding and Allocation of the Maximum Settlement Fund. Upon satisfaction of the preconditions described in this Settlement Agreement, and pursuant to the timeline and instructions herein, Defendants shall fund the Maximum Settlement Fund in two separate installments. Defendants will deposit Five Hundred Sixty-Seven Thousand Five Hundred and Ten Dollars and Zero Cents of the Maximum Settlement Fund (\$567,510.00) into a Qualified Settlement Fund to be established by the Settlement Administrator within thirty (30) calendar days after the Effective Date. Within the same thirty (30) days, Defendants also will provide the Settlement Administrator a list identifying all Settlement Class Members who have garnishments and liens, the amounts of each individual’s garnishments and liens, and the name and address of the person or entity that is entitled to receive payment of such garnishments and liens. Defendants will deposit the remaining amount of the Maximum Settlement Fund (\$414,990.00) into the

Qualified Settlement Fund to be established by the Settlement Administrator within one-hundred eighty (180) calendar days following the Effective Date.

a. PAGA Payment. As part of the Motion for Order Granting Preliminary Approval, Plaintiff and Class Counsel shall seek approval from the Court of the PAGA Payment of Fifty Thousand Dollars and Zero Cents (\$50,000.00). Any portion of the requested PAGA Payment that is not approved by the Court shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall send to the LWDA Seventy-Five Percent (75%) of the approved PAGA Payment no later than fifteen (15) calendar days after Defendants send the second installment of the Maximum Settlement Fund amount to Settlement Administrator. The Settlement Administrator shall pay Twenty-Five Percent (25%) of the approved PAGA Payment to the PAGA Covered Employees no later than fifteen (15) calendar days after Defendants send the first installment of the Maximum Settlement Fund amount to the Settlement Administrator. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all PAGA Covered Employees during the PAGA Period. The respective PAGA Pay Periods will be divided by the total PAGA Pay Periods for all PAGA Covered Employees, resulting in the “PAGA Payment Ratio” for each PAGA Covered Employee. Each PAGA Covered Employee’s PAGA Payment Ratio will then be multiplied by the PAGA Individual Payment to calculate each PAGA Covered Employee’s estimated share of the PAGA Payment.

b. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount upon receipt of the first installment. The payments shall be calculated in accordance with the following steps: Using the Class Data, the Settlement Administrator shall calculate the total Compensable Workweeks for all Settlement Class Members by adding the number of Compensable Workweeks worked by each Settlement Class Member during the Class Period. The respective Compensable Workweeks for each Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class

Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.

c. Tax Allocation. For tax purposes, the Individual Settlement Payments shall be allocated Twenty Percent (20%) to the payment of wages and other taxable damages, which will be subject to income and payroll tax withholding and all other authorized and required deductions and Eighty Percent (80%) to interest, penalties, liquidated damages, and other damages which are not subject to income or payroll tax withholding, but which are subject to all other required authorized deductions. All applicable deductions or withholding required by law or expressly authorized by the Settlement Class Member, including payments of any garnishments and liens, will be withheld from the Individual Settlement Payment. It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Settlement Class Members all applicable payroll and employment taxes, including all federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur.

d. Mailing. The Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' last known mailing address no later than fifteen (15) calendar days after Defendants send the first installment of the Maximum Settlement Fund amount to Settlement Administrator.

e. Expiration and Cy Pres. All checks mailed to the Class Members that are not cashed within 180 calendar days of payment shall be distributed to a **Sierra Harvest**, a 501(c)(3) non-profit organization (Tax ID 90-1026798) dedicated to supporting local farmers and increasing the availability of fresh, healthy foods in the Nevada City, California, community, as Cy Pres, in accordance with CCP 384, or a similar nonprofit organization as approved by the Court.

f. Class Representative Enhancement. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the Class Representative Enhancement Payment. Defendants agree not to oppose or object to any application or motion by Plaintiff for a

Class Representative Enhancement of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff. The Settlement Administrator shall pay the Class Representative Enhancement to Plaintiff from the Maximum Settlement Fund no later than fifteen (15) calendar days after Defendants send the first installment of the Maximum Settlement Fund amount to Settlement Administrator. Any portion of the requested Class Representative Enhancement that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for her Class Representative Enhancement. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the respective Class Representative Enhancement and shall hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement. The Class Representative Enhancement shall be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member and Plaintiff's PAGA Individual Payment. In the event that the Court reduces or does not approve the requested Class Representative Enhancement, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

g. Class Counsel Award. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the attorneys' fees and costs. Defendants agree not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed one-third, or 1/3 of the Maximum Settlement Fund, with one-third of the Maximum Settlement Fund being \$327,500.00. Additionally, Defendants agree not to oppose or object to any application or motion by Class Counsel for costs not to exceed Forty Thousand Dollars (\$40,000.00) from the Maximum Settlement Fund for all past and future litigation costs and expenses necessary to prosecute, settle and administer the Action as supported by a declaration from Class Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and costs have been settled by this Agreement and that neither Plaintiff, Settlement Class Members, nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from the Released Parties except as set forth in this Agreement. Any portion of the requested Class

Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Class Counsel Award to Class Counsel from the Maximum Settlement Fund no later than fifteen (15) calendar days after Defendants send the second installment of the Maximum Settlement Fund amount to the Administrator. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement.

h. Settlement Administration Costs. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of payment to the Settlement Administrator of the costs of administration of the Settlement from the Maximum Settlement Fund. Defendants agree not to oppose or object to any application or motion by Plaintiff for payment of up to Nine Thousand Nine Hundred and Ninety Dollars and Zero Cents (\$9,990.00) to the Settlement Administrator. Any portion of the requested payment to the Settlement Administrator that is not awarded to the Settlement Administrator shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Settlement Administration Costs no later than fifteen (15) calendar days after Defendants send the second installment of the Maximum Settlement Fund amount to Settlement Administrator.

i. Net Settlement Amount. The Parties estimate the amount of the Net Settlement Amount as follows:

Maximum Settlement Fund:	\$982,500
Class Representative Enhancement:	-\$10,000

Class Counsel's Fees:	-\$327,500
Class Counsel's Costs:	-\$40,000
PAGA Payment:	-\$50,000
	<i>(\$37,500 to the LWDA and \$12,500 to the PAGA Covered Employees)</i>
Settlement Administration Costs:	-\$9,990
Net Settlement Amount	\$545,010

56. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, which motion shall request final approval of the Settlement and the amounts payable for the Class Representative Enhancement, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

a. Final Approval Order and Judgment. The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall be lodged with the Court no later than seven (7) days before the Final Approval Hearing. Plaintiff shall be responsible for drafting and filing the motion for Final Approval and for entry of Judgment. Plaintiff will provide Defendants with a copy of the motion(s) at least five (5) business days before the filing of the motion(s). The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall, among other things:

i. Find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Stipulation of Settlement;

ii. Certify the Class for Settlement purposes only;

iii. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, adequate, and in the best interests of each of the Parties and the Class Members, and directing consummation of its terms and provisions;

iv. Approve Class Counsel's application for an award of attorneys' fees and costs, and the Class Representative Enhancements;

v. Approve the payment of reasonable Settlement Administration

Costs;

vi. Enter Judgment pursuant to California Rules of Court, rule 3.7969(h); and

vii. Permanently bar Plaintiff and all Class Members who have not been timely and validly excluded from the Settlement from filing or prosecuting any of the Released Claims against the Released Parties.

viii. Permanently bar the LWDA and any other individual or entity from filing or prosecuting any of the PAGA Released Claims against the Released Parties.

b. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement, not committed to resolution in the discretion of the Settlement Administrator as provided in this Agreement, shall be presented by motion to the Court. Notice of the Final Judgment shall be given by Plaintiff to Defendants and the Class Members as set forth in the Order Granting Final Approval of Class Action Settlement and Entering Judgment, which notice shall satisfy the requirements of California Rules of Court, rule 3.771. The Parties agree the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this Agreement by all Parties until the entry of the final approval order and judgment or if not entered the date this Agreement shall no longer be of any force or effect.

57. Option to Terminate Settlement. If, after the Response Deadline, the total number of Class Members who submitted timely and valid Requests for Exclusion from the Settlement is more than ten percent (10%) of all Class Members, Defendants shall have, in their sole discretion, the option to terminate this Settlement. If Defendants exercise the option to terminate this Settlement, Defendants shall: (a) provide written notice to Class Counsel within fifteen (15) calendar days after receiving a report from the Settlement Administrator informing Defendants that the total number of timely and valid Requests for Exclusion is more than ten percent (10%) of

the total Class Members and (b) pay all Settlement Administration Costs incurred up to the date or as any result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

58. Workweek Information and Escalator Clause. Defendants represent that there are approximately 675 Settlement Class Members who worked approximately 37,882 workweeks during the Data Period. In regard hereto, the Settlement Administrator will provide a declaration under penalty of perjury confirming the number of Settlement Class Members and Compensable Workweeks in the three (3) business days prior to filing of the Motion for Preliminary Approval. If the actual number of Compensable Workweeks worked by Class Members during the Data Period exceeds the above number by more than 10%, the Maximum Settlement Fund will be increased by the same number of percentage points above 10% by which the actual number of Compensable Workweeks exceeds 37,882 (for example, if such increase in Compensable Workweeks is 15% over 37,882, the Maximum Settlement Fund will increase by 5%). Alternatively, at Defendants' option, Defendants may elect to end the Class Period on the date on which the number of Compensable Workweeks reaches 41,671.

59. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants-sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit plans, policies, or bonus programs. Defendants retain the right to modify the language of their benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that

additional contributions or benefits are not required by this Settlement.

60. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Settlement Class:

ZAKAY LAW GROUP, APLC
Shani O. Zakay, Esq.

5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

JCL LAW FIRM, APC
Jean-Claude Lapuyade
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

To Defendants:

LITTLER MENDELSON, P.C.
Robert I. Lockwood
William Cosmopulos
101 Second Street, Suite 1000
San Francisco, CA 94105
Telephone: (415) 433-1940

61. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement.

62. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

63. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or a Party's legal counsel are merged herein. No rights hereunder may be waived except

in writing.

64. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendants represents and warrants that they are authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

65. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

66. California Law Governs. All terms of this Agreement and the Exhibit hereto and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of California.

67. Counterparts. This Agreement may be executed electronically via DocuSign or other electronic format in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts. Copies, including scanned copies of this Agreement and electronic copies in PDF format that may be furnished by email, and the signatures (electronic or otherwise) contained therein, shall be effective as the original Agreement.

68. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, considering all relevant factors, present and potential.

69. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement

and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

70. Waiver of Certain Appeals. The Parties agree, with the exception of the attorneys' fees award, provided the attorneys' fees sought do not exceed the amount provided herein, to waive any and all rights to appeal, this waiver being contingent upon the Court entering the Final Judgment as provided herein. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter the judgment.

71. No Admissions. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants have claimed and continue to claim that the Released Claims lack merit and do not give rise to the alleged liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

72. Consideration Period. Plaintiff understands she has at least five (5) business days from the date she receives this Agreement to consider the terms of this Agreement, including whether to sign this Agreement ("Consideration Period"). If Plaintiff chooses to sign this Agreement before the Consideration Period ends, Plaintiff represents that it is because she freely chose to do so after carefully considering its terms. Plaintiff agrees with Defendants that changes, whether material or immaterial, do not toll or restart the running of the Consideration Period. Plaintiff agrees the Defendants have made no threats or promises to induce her to sign earlier.

73. Advice of Counsel. Plaintiff acknowledges that she has read and fully understands the terms of this Agreement. Defendants advise Plaintiff, in writing, to consult with an attorney of her choice, including but not limited to Class Counsel, regarding the terms of this Agreement

prior to signing this Agreement. Plaintiff has been represented by her legal counsel, who has read and explained to her the entire contents of this Agreement, as well as explained the legal consequences of the release.

IN WITNESS THEREOF, this Stipulation of Class Action Settlement and Release of Claims is executed by the Parties and their authorized attorneys, as of the day and year herein set forth.

DATED: 02/20/2025 By: 
Amanda Powell (Feb 20, 2025 17:24 PST)
AMANDA POWELL

DATED: _____ By: _____
Title: _____
Signature: _____
BRIARPATCH COOPERATIVE OF
NEVADA COUNTY, INC.

DATED: _____ By: _____
Title: _____
Signature: _____
BRIARPATCH FOOD CO-OP

APPROVED AS TO FORM:

prior to signing this Agreement. Plaintiff has been represented by her legal counsel, who has read and explained to her the entire contents of this Agreement, as well as explained the legal consequences of the release.

IN WITNESS THEREOF, this Stipulation of Class Action Settlement and Release of Claims is executed by the Parties and their authorized attorneys, as of the day and year herein set forth.

DATED: _____ By: _____
AMANDA POWELL

DATED: 2/13/25 By: Christopher Maher
Title: CEO
Signature: [Signature]
BRIARPATCH COOPERATIVE OF
NEVADA COUNTY, INC.

DATED: 2/13/25 By: Christopher Maher
Title: CEO
Signature: [Signature]
BRIARPATCH FOOD CO-OP

APPROVED AS TO FORM:

DATED: February 21, 2025

ZAKAY LAW GROUP, APLC

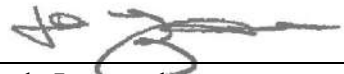
By: 

Shani O. Zakay

Counsel for Plaintiff AMANDA POWELL,
individually, on behalf of The State of
California, and on behalf of all others
similarly situated

DATED: February 21, 2025

JCL LAW FIRM, APC

By: 

Jean-Claude Lapuyade

Counsel for Plaintiff AMANDA POWELL,
individually, on behalf of The State of
California, and on behalf of all others
similarly situated

DATED: _____

LAWYERS FOR JUSTICE, PC

By: _____
Edwin Aiwarzian

Counsel for Plaintiff AMANDA POWELL,
individually, on behalf of The State of
California, and on behalf of all others
similarly situated

DATED: _____

LITTLER MENDELSON, P.C.

DATED: _____

ZAKAY LAW GROUP, APLC

By: _____
Shani O. Zakay

Counsel for Plaintiff AMANDA POWELL,
individually, on behalf of The State of
California, and on behalf of all others
similarly situated

DATED: _____

JCL LAW FIRM, APC

By: _____
Jean-Claude Lapuyade

Counsel for Plaintiff AMANDA POWELL,
individually, on behalf of The State of
California, and on behalf of all others
similarly situated

DATED: 02/21/2025 _____

LAWYERS FOR JUSTICE, PC

By:  _____

Edwin Aiwarzian
Joanna Ghosh
Maria Halwadjian
Counsel for Plaintiff AMANDA POWELL,
individually, on behalf of The State of
California, and on behalf of all others
similarly situated

DATED: 02/20/2025 _____

LITTLER MENDELSON, P.C.

By:



Robert I. Lockwood
William A. Cosmopulos

Attorneys for Defendants
BRIARPATCH COOPERATIVE OF
NEVADA COUNTY, INC., BRIARPATCH
FOOD CO-OP, NEVADA COUNTY
BRIARP.

4875-9129-1378.4 / 112139-1003

EXHIBIT A

EXHIBIT A

[CLASS MEMBER NAME]

NOTICE OF CLASS ACTION SETTLEMENT
POWELL v. BRIARPATCH FOOD CO-OP, BRIARPATCH COOPERATIVE OF NEVADA COUNTY, INC., and NEVADA COUNTY BRIARP

Superior Court of California, County of Nevada
Case No.: CU0001207

If you are a current or former non-exempt employee who worked for BriarPatch Food Co-op, BriarPatch Cooperative of Nevada County, Inc., and/or Nevada County Briarp (“Defendants”) within the State of California at any time from February 5, 2020, until June 30, 2024, inclusive (the “Class Period”), a class action lawsuit may affect your rights and you may be entitled to a payment under this proposed settlement (“the Settlement”).

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

- This is a class action lawsuit that involves a class defined as “all individuals who are or were employed by Defendants as non-exempt employees in the State of California during the Class Period.”
- Amanda Powell (“Plaintiff”) contends that Defendants violated provisions of the California Labor Code by allegedly failing to properly pay all wages during and at the end of employment, provide compliant meal and rest periods and pay premiums for missed meal and rest periods, reimburse all business expenses, and provide compliant pay stubs, as well as other related claims, and engaging in unfair competition.
- Plaintiff also alleges a claim for civil penalties under the California Private Attorneys General Act for Defendants’ alleged Labor Code violations.
- Defendants deny all of Plaintiff’s claims and assert that they have complied with all legal obligations owed to Plaintiff and all employees implicated by these claims.
- There has been a settlement that affects your legal rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or Defendants’ defenses.

- You have several options available to you:

DO NOTHING	By doing nothing, you will receive a share of the settlement proceeds, and you will give up any rights to sue Defendants and the Released Parties separately regarding all claims and causes of action of whatever kind or nature that are alleged, related to or that reasonably could have arisen out of the same facts alleged in the Complaint that are the subject of this class action lawsuit.
ASK TO BE EXCLUDED (OPT OUT) OF THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT	Get out of this lawsuit. Get no benefits from the Settlement. Keep rights. If you ask to be excluded, you will not receive a share of the class action settlement proceeds, and you keep any rights you may have to sue Defendants and the Released Parties separately about the same legal claims alleged in this class action lawsuit. You cannot opt-out of the PAGA portion of the proposed Settlement. Aggrieved Employees under PAGA remain eligible for an PAGA Individual Payment.
OBJECT	Object to the terms of this Settlement.

Your options are explained in this notice.
To make a claim or object, you must act by **XXXXX.**

1. Why did I get this notice?

A settlement has been reached in a class action lawsuit that was brought on behalf of the following class of people defined as “all individuals who are or were employed by Defendants as non-exempt employees in the State of California during the Class Period.”

You have received this notice because Defendants’ records indicate that you are a member of the Class.

2. What is this lawsuit about?

On February 5, 2024, Plaintiff filed a putative class and PAGA representative action Complaint against Defendants in Nevada County Superior Court captioned as *AMANDA POWELL, 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 v. BRIARPATCH COOPERATIVE OF NEVADA, INC., a California Corporation; BRIARPATCH FOOD CO-OP, an unknown business entity; NEVEDA COUNTY BRIARP, an unknown business entity; and DOES 1 through 100, inclusive*, Case No. CU0001207. The claims for relief Plaintiff asserted on behalf of herself and the putative class and aggrieved employee group are: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194,

1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code 226(a) (Non-compliant Wage Statements); (8) Violation of California Labor Code 1174(d) (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code §§ 17200 et seq.; and (11) Violation of California Labor Code § 2698 et seq. (California Labor Code Private Attorneys General Act of 2004).

Defendants deny all of Plaintiff's claims, deny that they have liability to Plaintiff or any other Class Member, and asserts that they have complied with all of their legal obligations to their employees.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff's allegations or Defendants' defenses.

4. Why did this case settle?

The Parties reached a settlement to avoid the risk and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Although Defendants dispute Plaintiff's claims, Defendants have also concluded that further litigation would be protracted and expensive and would also divert resources, including management and employee time.

5. What are the terms of the settlement and how much will I receive?

Subject to final Court approval, the Settlement Agreement provides that Defendants will pay the gross amount of Nine Hundred Eighty-Two Thousand Five Hundred Dollars and Zero Cents (\$982,500.00) (the "Maximum Settlement Fund") to fully resolve the allegations in the Action. Defendants will deposit one installment of the Maximum Settlement Fund (\$567,510.00) into a Qualified Settlement Fund to be established by the Settlement Administrator within thirty (30) calendar days after the Effective Date. Defendants will deposit the remaining amount of the Maximum Settlement Fund (\$414,990.00) into the Qualified Settlement Fund to be established by the Settlement Administrator within one-hundred eighty (180) calendar days following the Effective Date.

"Effective Date" means: (a) the date upon which the time for appeal of the Court's order granting final approval of the Settlement Agreement and entry of judgment expires (i.e., the sixty-first day after the Court grants final approval); unless (b) an appeal is timely filed, then "Effective Date" means the date of final resolution of any appeal from the order granting final approval of the Settlement Agreement and entry of judgment or dismissal of the appeal.

Under the Settlement, the following amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Class Representative Enhancement to the Named Plaintiff - \$10,000
- Attorneys' Fees— \$327,500
- Attorneys' Costs – \$40,000
- PAGA Payment – \$50,000 (\$37,500 to the LWDA and \$12,500 to be distributed to the “aggrieved” employee group).
- Settlement Administration Expenses – \$9,990

After these deductions, approximately \$545,010 (the “Net Settlement Amount”) will be available for payments to be made to the Class Members receiving this notice. The Individual Settlement Payments shall be paid from the Net Settlement Amount upon receipt of the first installment.

The Net Settlement Amount will be available for distribution to Settlement Class Members. Each Class Member who does not timely submit a valid Request for Exclusion to be excluded from the Class (“Settlement Class Member”) will be receive a *pro rata* portion of the Net Settlement Fund (“Individual Settlement Payment”). Individual Settlement Payments will be mailed to Settlement Class Members' last known mailing address no later than fifteen (15) calendar days after Defendants fund the first installment. The payments will be calculated in accordance with the following steps:

The Settlement Administrator will calculate the total Compensable Workweeks for all Settlement Class Members by adding the number of Compensable Workweeks worked by each Settlement Class Member during the Class Period. Defendants represent that there are approximately 675 Settlement Class Members who worked approximately 37,882 workweeks during the Data Period. The respective Compensable Workweeks for each Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.

“Compensable Workweeks” means any seven (7) consecutive days beginning on Sunday and ending on Saturday during which a Class Member worked for Defendants during the Class Period, according to Defendants' records.

In addition, the employee's share of PAGA Penalties will be paid to Class Members who worked during the PAGA Period. The employee's share of the PAGA Penalties will be distributed no later than fifteen (15) calendar days after Defendants send the first installment of the Maximum Settlement Fund to the Settlement Administrator.

The PAGA Individual Payment paid to each PAGA Covered Employee shall be calculated by adding up the total number of PAGA Pay Periods for all PAGA Covered Employees during the PAGA Period. The respective PAGA Pay Periods will then be divided by the total PAGA Pay Periods for all PAGA Covered Employees, resulting in the “PAGA Payment Ratio” for each

PAGA Covered Employee. Each PAGA Covered Employee's PAGA Payment Ratio will then be multiplied by the PAGA Individual Payment to calculate each PAGA Covered Employee's estimated share of the PAGA Payment.

"PAGA Covered Employees" means all individuals who were employed by Defendants in California as non-exempt employees during the PAGA Period, regardless of whether they submitted a valid Request for Exclusion or otherwise opted out of the Settlement. "PAGA Period" means the period of time from December 1, 2022, until February 1, 2025.

"PAGA Pay Period" means, for purposes of calculating the distribution of the PAGA Payment to PAGA Covered Employees, the number of pay periods of employment during the PAGA Period that each PAGA Covered Employee worked in California.

Based on Defendants' records, and the Parties' current assumptions, your Individual Class Payment as a Class Member is estimated to be \$ [REDACTED] (less withholding). The actual amount you may receive likely will be different and will depend on a number of factors. This amount does not include any PAGA Penalties that may be owed to you under the Settlement. If you disagree with this information and would like someone to look into the matter, please follow the procedure below.

The above estimates are based on Defendants' records showing that you worked [REDACTED] Compensable Workweeks during the Class Period.

6. What if I disagree with the number of eligible compensable workweeks attributed to me shown above?

If you believe that you worked more workweeks during the Class Period, you may dispute your Individual Class Payment calculation by providing written documentation to the Settlement Administrator at the address listed below, supporting your position on or before [RESPONSE DEADLINE]. Your dispute must contain: your full name, address, signature, last four digits of your Social Security number, the case name and an explanation of the dispute, along with any supporting documentation confirming the payment amounts attributed to you are incorrect.

7. What do I have to do to receive a share of the settlement?

If you wish to receive a payment under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator in order to ensure you receive your settlement share at XXX. You will be covered by the release summarized in Section 8, below.

You must cash your check within 180 calendar days of payment. Otherwise, all checks mailed to Class Members that are not cashed within 180 calendar days of payment shall be distributed to Sierra Harvest, a Cy Pres, in accordance with California Code of Civil Procedure section 384.

8. What rights am I giving up?

Upon the Effective Date and funding in full by Defendants of the Maximum Settlement Fund, each Class Member who does not timely submit a valid Request for Exclusion to be excluded from the Class, will, for the Class Period, fully release and forever discharge the Released Parties from certain claims they may have as follows:

Class Released Claims means any and all claims for wages, statutory and civil penalties (but not PAGA Penalties), monies, damages, liquidated damages, premiums, restitution, injunctive and declaratory relief, pre-judgment and post-judgment interest, attorneys' fees and costs, that were alleged in the Action and/or claims which could have reasonably been alleged based on the same set of operative facts pled therein, including, but not limited to: (1) failure to pay overtime wages in violation of California Labor Code sections 204, 510, 1194, 1198, and the applicable IWC Wage Orders, including failure to properly calculate and apply the regular rate of pay; (2) failure to provide meal breaks and meal break premiums in violation of California Labor Code sections 226.7, 512(a), and the applicable IWC Wage Orders; (3) failure to provide rest breaks and rest break premiums in violation of California Labor code section 226.7, the California Code of Regulations, and the applicable IWC Wage Orders; (4) failure to pay wages in violation of California Labor Code sections 246, 1197, 1198, 1194, 1194.2, the California Code of Regulations, and the applicable IWC Wage Orders; (5) failure to pay all wages earned at separation of employment in violation of California Labor Code sections 201, 202, and 203; (6) failure to correctly pay all wages timely during employment in violation of California Labor Code section 200, 204, 210, and 246; (7) failure to provide accurate itemized wage statements in violation of California Labor Code sections 226(a) and 226(e); (8) failure to maintain accurate employment records in violation of California Labor Code section 1174; (9) failure to indemnify employees for all necessary business expenditures in violation of California Labor Code section 2802 and 2804; (10) violation of Business and Professions Code section 17200, et seq. based on the Labor Code sections alleged and with respect to the statutory penalties claimed in the Action, any source of obligation as a basis for claiming such penalties during the Class Period (the "Released Claims") against the Released Parties. The release of the Class Released Claims shall be given full *res judicata* and *collateral estoppel* effect upon entry of the judgment in this Action so as to bar any Settlement Class Members from filing or pursuing the Class Released Claims during the Class Period against the Released Parties in any forum.

Upon the Effective Date and funding in full by Defendants of the Maximum Settlement Fund, the Labor Workforce Development Agency ("LWDA"), State of California and Plaintiff as a proxy for the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the PAGA Released Claims as follows:

"PAGA Released Claims" means the release of the Released Parties by the Labor Workforce Development Agency ("LWDA"), State of California, and by Plaintiff AMANDA POWELL as representative of and proxy for the LWDA, from all claims for civil penalties under the Labor Code pursuant to the Private Attorneys General Act (Cal. Lab. Code §§ 2698 et seq.) that were alleged in the PAGA Letter, the operative complaint in the Action, and/or claims for PAGA penalties which reasonably could have been alleged based on the same set of operative facts pled therein, including, but not limited to claims for PAGA penalties arising from violations of

California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 256, 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2804. The release of PAGA Released Claims shall be given full *res judicata* and *collateral estoppel* effect upon entry of the judgment in this Action so as to bar the LWDA and any PAGA Covered Employees from filing or pursuing the PAGA Released Claims during the PAGA Period against the Released Parties in any forum.

“Released Parties” means Defendants BRIARPATCH FOOD CO-OP, and BRIARPATCH COOPERATIVE OF NEVADA COUNTY, INC., and each and all of their past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, owners, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives.

9. What if I do not wish to be involved?

You can opt out of this Settlement and retain your rights instead of receiving a payment under this Settlement. To do so, you must submit a written statement requesting exclusion from the Settlement. The written statement must (1) state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement in the matter of *Amanda Powell v. BriarPatch Cooperative of Nevada, Inc., BriarPatch Food Co-op, and Nevada County Briarp* (Case No. CU0001207); (2) contain your name, address, and the last four digits of the Social Security number; (c) be signed by you; and (d) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address in the Notice Packet. Your written statement must be mailed to the Settlement Administrator and be postmarked no later than [RESPONSE DEADLINE], or it will not be considered and you will still remain a Settlement Class Member and be bound by the Settlement. The Settlement Administrator’s address is:

18 Technology Drive, Suite 154
Irvine, CA 92618
c/o Apex Class Action, LLC

Class Members who are PAGA Covered Employees do not have a right to exclude themselves or object to the PAGA portion of the Settlement and will be covered by the release of claims for civil penalties under the PAGA.

Anyone who submits a timely and valid Request for Exclusion letter will not be deemed a Settlement Class Member and will not receive any payment as part of this Settlement, except for a pro-rata portion of the PAGA Payment. Such persons will keep any rights to sue Defendants and the Released Parties separately about the claims in this Action, except for the claims for civil penalties under the PAGA.

10. What if I have an objection?

Any objection to the Settlement must be in writing, include: (1) your full name (and former names, if any); (2) dates of employment; (3) last four digits of your Social Security number; (4) reason(s) for the objection; and (5) name and case number of this matter. Your written statement must be mailed to the Settlement Administrator and be postmarked no later than [RESPONSE DEADLINE]. Either of the Parties may file a responsive document to any objection with the Court. You may also appear at the Final Approval Hearing in Dept. 6 of the Superior Court of the State of California, County of Nevada, 201 Church Street #5, Nevada City, CA, 95959 on _____, 2025, at XXX. (Pacific Time), to have your objection heard by the Court. If you object to the settlement, you will remain a Settlement Class Member, and if the Court approves the settlement over your objection, you will be bound by the terms of the Settlement Agreement in the same way as Class Members who do not object.

11. Do I need to hire my own legal counsel?

No, Class Counsel is working on your behalf. However, if you would like to hire your own legal counsel, you are free to do so at your own expense.

<u>Class Counsel:</u> ZAKAY LAW GROUP, APLC Shani O. Zakay, Esq. 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 Telephone: (619) 255-9047 JCL LAW FIRM, APC Jean-Claude Lapuyade 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 Telephone: (619) 599-8292 LAWYERS <i>for</i> JUSTICE, PC 450 North Brand Blvd., Suite 900 Glendale, California 91203 Telephone: (818) 265-1020 Facsimile: (818) 265-1021	<u>Counsel for Defendants:</u> Littler Mendelson, P.C. Robert I. Lockwood William A. Cosmopulos 101 Second Street, Suite 1000 San Francisco, CA 94105
---	--

12. What happens next in the case?

The Settlement has only been preliminarily approved by the Court. The Court will hold a hearing in Dept. 6 of the Superior Court of the State of California, County of Nevada, 201 Church Street #5, Nevada City, CA, 95959 on _____, 2025, at XXX. (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs and

the costs of Settlement Administration. The hearing may be continued without further notice to you. It is not necessary for you to appear at this hearing.

13. How can I seek further information?

This notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may review the detailed "Settlement Agreement" on file with the Clerk of the Court. The pleadings and other records in this litigation may be examined at any time during regular business hours at the Office of the Clerk of the Superior Court of the State of California, County of Nevada, 201 Church Street #5, Nevada City, CA, 95959.

For further information, you may also telephone the Settlement Administrator at 1-800-355-0700 or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or Defendants for information regarding this Settlement.

ADDENDUM TO STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS

This Addendum to the February 21, 2025, Stipulation of Class Action and PAGA Settlement and Release of Claims is entered into by and between Plaintiff AMANDA POWELL, individually and on behalf of the Settlement Class and Defendants BRIARPATCH FOOD CO-OP and BRIARPATCH COOPERATIVE OF NEVADA COUNTY, INC., and NEVADA COUNTY BRIARP¹ (collectively “BriarPatch”), subject to the terms and conditions hereof and the approval of the Court.

The number of Compensable Workweeks has triggered the Escalator Clause in Paragraph 58 of the Agreement, and Defendants have elected to truncate the Class Period as of June 30, 2024. All definitions, terms, and conditions of the Agreement remain unchanged, with the exception of the following revisions:

IV. REVISIONS

7. “Class Period” or “Settlement Period” means the period of time from February 5, 2020, until June 30, 2024, inclusive.

58. Workweek Information and Escalator Clause. Defendants represent that there are approximately 675 Settlement Class Members who worked approximately 37,882 workweeks during the Data Period. In regard hereto, the Settlement Administrator will provide a declaration under penalty of perjury confirming the number of Settlement Class Members and Compensable Workweeks in the three (3) business days prior to filing of the Motion for Preliminary Approval. If the actual number of Compensable Workweeks worked by Class Members during the Data Period exceeds the above number by more than 10%, the Maximum Settlement Fund will be increased by the same number of percentage points above 10% by which the actual number of

¹ The Complaint also names a nonexistent entity, Nevada County BriarP, as an erroneously-sued Defendant. As “Nevada County BriarP” does not exist, this Agreement’s references to “Defendants” or “BriarPatch” reflect only the correctly-named existing entities.

Compensable Workweeks exceeds 37,882 (for example, if such increase in Compensable Workweeks is 15% over 37,882, the Maximum Settlement Fund will increase by 5%). Alternatively, at Defendants' option, Defendants may elect to end the Class Period on the date on which the number of Compensable Workweeks reaches 41,671.

a. Analysis of the complete data set shows the number of Compensable Workweeks during the Data Period is 45,707, which exceeds 110% (41,671) of the initial approximation. The total Compensable Workweeks exceeds 41,671 in the first workweek after June 30, 2024. Accordingly, Defendants elect to truncate the Class Period as of June 30, 2024, inclusive.

IN WITNESS THEREOF, this Addendum to the Stipulation of Class Action Settlement and Release of Claims is executed by the Parties' authorized attorneys, as of the day and year herein set forth.

DATED: March 25, 2025

ZAKAY LAW GROUP, APLC

By: _____



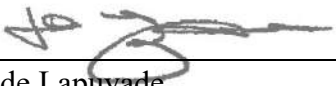
Shani O. Zakay

Counsel for Plaintiff AMANDA POWELL,
individually, on behalf of The State of
California, and on behalf of all others
similarly situated

DATED: March 25, 2025

JCL LAW FIRM, APC

By: _____


Jean-Claude Lapuyade

Counsel for Plaintiff AMANDA POWELL,
individually, on behalf of The State of
California, and on behalf of all others
similarly situated

DATED: March 26, 2025

LAWYERS FOR JUSTICE, PC

By: _____


Edwin Aiwarzian
Elizabeth Parker-Fawley
Arman Marukyan
Joanna Ghosh
Maria Halwadjian

Counsel for Plaintiff AMANDA POWELL,
individually, on behalf of The State of
California, and on behalf of all others
similarly situated

DATED: 3/25/2025

LITTLER MENDELSON, P.C.

By: _____


Robert I. Lockwood
William A. Cosmopulos

Attorneys for Defendants
BRIARPATCH COOPERATIVE OF
NEVADA COUNTY, INC., BRIARPATCH
FOOD CO-OP, NEVADA COUNTY
BRIARP.

EXHIBIT 2

FILEDBY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF NEVADA

6/20/2025

LAILA A. WAHEED, CLERK OF THE COURT
SCOTT SHAPIRO, DEPUTY

ZAKAY LAW GROUP, APLC
 Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
 Jackland K. Hom (State Bar #327243)
jackland@zakaylaw.com
 Rachel N. Newman (State Bar #350826)
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 Jaclyn Joyce (State Bar #285124)
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 San Diego, CA 92121
 Telephone: (619)255-9047

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 Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619) 599-8292

Attorneys for Plaintiff AMANDA POWELL

Additional Counsel on Next Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF NEVADA

AMANDA POWELL, 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.

BRIARPATCH COOPERATIVE OF
 NEVADA, INC., a California corporation;
 BRIARPATCH FOOD CO-OP, an unknown
 business entity; NEVADA COUNTY
 BRIARP, an unknown business entity; and
 DOES 1 through 100, inclusive,

Defendants.

Case No. CU0001207

**ORDER GRANTING
 PLAINTIFF'S MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

Date: June 20, 2025

Time: 10:00 a.m.

Judge: Hon. Robert Tice-Raskin

Dept.: 6

LAWYERS *for* JUSTICE, PC
Arby Aiwazian (State Bar # 269827)
aa@calljustice.com
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

///

1 This matter having come before the Honorable Robert Tice-Raskin of the Superior Court of the
2 State of California, in and for the County of Nevada, at 10:00 a.m. on June 20, 2025, with Jean-Claude
3 Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay Law Group, APLC
4 and Brian J. St. John, Esq. of Lawyers for Justice, PC as counsel for Plaintiff AMANDA POWELL
5 (“Plaintiff”), and Robert I. Lockwood, Esq., and William A. Cosmopulos, Esq. of Littler Mendelson,
6 P.C. appearing for Defendants BRIARPATCH COOPERATIVE OF NEVADA, INC., BRIARPATCH
7 FOOD CO-OP, and NEVADA COUNTY BRIARP (hereinafter “Defendants”). The Court, having
8 carefully considered the briefs, argument of counsel and all the matters presented to the Court, and
9 good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action
10 and PAGA Settlement.

11 **IT IS HEREBY ORDERED:**

12 The motion for approval of preliminary class action and PAGA settlement is granted.

13 Pre-trial settlement of complex class actions is a judicially favored remedy. *Officers for Justice*
14 *v. Civil Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 625 (“Voluntary conciliation and settlement are
15 the preferred means of dispute resolution.”). Class action settlement approval requires an early
16 “preliminary” review by the trial court and a subsequent “final” review after notice of the settlement
17 has been distributed to class members for their comments and objections. Rules of Court, rule 3.769(c)-
18 (g); *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2010) (the court first
19 “preliminarily approves the settlement” and later “conducts a final approval hearing to inquire into the
20 fairness of the proposed settlement”).

21 Preliminary approval is warranted if the settlement falls within a “reasonable range.” *See North*
22 *County Contractor’s Assn., Inc. v. Touchstone Ins. Services* (1994) 27 Cal.App.4th 1085, 1089-
23 90. Reasonableness and fairness are presumed where: (1) the settlement is reached through “arms-
24 length bargaining;” (2) investigation and discovery are “sufficient to allow counsel and the court to act
25 intelligently;” (3) counsel is “experienced in similar litigation. . . .” *Dunk v. Ford Motor Co.* (1996)
26 48 Cal.App.4th 1794, 1802. The presumption of fairness is consistent with California’s public policy
27 goal of favoring settlements. *Stambaugh v. Super. Ct* (1976) 62 Cal.App.3d 231, 236 (“the law wisely
28 favors settlements”); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118 (“public

1 policy generally favors the compromise of complex class action litigation”); *7-Eleven Owners for Fair*
2 *Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151 (“voluntary conciliation and
3 settlement are the preferred means of dispute resolution ... [t]his is especially true in complex class
4 action litigation”). Additionally, in reviewing the fairness of a class action settlement, due regard
5 should be given to what is “otherwise a private consensual agreement between the parties.” *Cellphone*
6 *Termination Fee Cases, supra* 186 Cal.App.4th at 1389. The inquiry “must be limited to the extent
7 necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching
8 by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair,
9 reasonable and adequate to all concerned.” *Id.*

10 Class actions are statutorily authorized “when the question is one of common or general interest,
11 of many persons, or when the parties are numerous, and it is impracticable to bring them all before the
12 court” Civ. Proc. Code § 382; *Lee v. Dynamex, Inc.* (2008) 166 Cal.App.4th 1325, 1332. Class
13 certification is appropriate when there is an “ascertainable class and a well-defined community of
14 interest among class members.” *Sav-On Drug Stores, Inc.* (2014) 34 Cal.4th 319, 326. Class treatment
15 is appropriate even if class members at some point may be required to make an individual showing as
16 to eligibility for recovery. *Bufile v. Dollar Financial Group, Inc.* (2008) 162 Cal.App.4th 1193,
17 1207; *Sav-On*, 34 Cal.4th at 333.

18 Here, the proposed class is ascertainable and there is a well-defined community of interest among
19 the settlement class members. The settlement was reached through arms-length bargaining at
20 mediation. The settlement falls within the ballpark of reasonableness. Additionally, the proposed
21 notice informs the class about the case and its settlement. The court preliminarily approves the class
22 representative enhancement and the attorney’s fees and litigation costs. The motion for preliminary
23 class action settlement is granted.

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1 Pursuant to Rules of Court, rule 3.769(e), the Court hereby sets the hearing for Plaintiff's Motion
2 for Final Approval of Class Action and PAGA Settlement and Plaintiff's Motion for Attorneys' Fees
3 and Litigation Costs and Class Representative Payment for December 19, 2025, at 10:00 a.m. in Dept.
4 6.

5
6 Dated: June 20, 2025

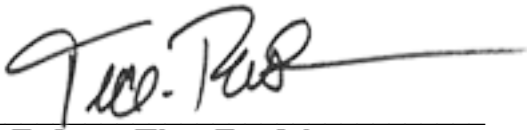

S. Robert Tice-Raskin
JUDGE OF THE SUPERIOR COURT

EXHIBIT 3

Jennifer Heming

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Monday, April 28, 2025 3:48 PM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

04/28/2025 03:46:16 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cjheming%40jcl-lawfirm.com%7Cc609d70b9430423ba25f08dd86a6a900%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638814772541901708%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWFpbCIslldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=arevptAzZp4wm19kfCtKCOeDs%2FcfOR%2FroD5pkh538yY%3D&reserved=0

EXHIBIT 4

EXHIBIT 5

JCL Law Firm
Unbilled Time
Activity: All Dates

Powell v. Briar Patch (002-645)	Activity Date	Posting	Employee	Memo/Description	Rate	Duration	Amount	Balance
	04/23/2024	No	Jean Claude Lapuyade	Case Management - TCW OC Re Claims and Status of Discovery	850.00	0.7	595.00	595.00
	05/03/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Joint CMS	850.00	0.3	255.00	850.00
	05/20/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediator Selection and Dates	850.00	0.8	680.00	1,530.00
	05/21/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.3	255.00	1,785.00
	06/03/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC RE Mediation Data	850.00	0.4	340.00	2,125.00
	06/24/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.3	255.00	2,380.00
	07/12/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC RE Mediation Data	850.00	0.2	170.00	2,550.00
	07/19/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.4	340.00	2,890.00
	08/01/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Joint CMS	850.00	0.2	170.00	3,060.00
	09/23/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.3	255.00	3,315.00
	09/26/2024	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Damage Analysis and Data Production	850.00	0.8	680.00	3,995.00
	10/02/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Pay Codes	850.00	0.7	595.00	4,590.00
	10/30/2024	No	Jean Claude Lapuyade	Fact Investigation/Discovery - R&R Mediation Production for Mediation Brief	850.00	5.1	4,335.00	8,925.00
	11/04/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert and OC Re Payroll Code for mediation data	850.00	0.5	425.00	9,350.00
	11/07/2024	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Data Analysis	850.00	0.6	510.00	9,860.00
	11/08/2024	No	Jean Claude Lapuyade	Mediation - Attended Mediation	850.00	8.5	7,225.00	17,085.00
	11/08/2024	No	Jean Claude Lapuyade	Discovery - TCW Expert Re Data Analysis and Damages Summary	850.00	1	850.00	17,935.00
	11/08/2024	No	Jean Claude Lapuyade	Law and Motion - Revised Mediation Brief	850.00	4.6	3,910.00	21,845.00
	11/08/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.6	510.00	22,355.00
	11/12/2024	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS and emails to/from OC Re Same	850.00	1.3	1,105.00	23,460.00
	11/12/2024	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Mediation Follow up data points	850.00	0.5	425.00	23,885.00
	12/01/2024	No	Jean Claude Lapuyade	Law and Motion - R&R Defense Mediation Brief	850.00	3.5	2,975.00	26,860.00
	12/02/2024	No	Jean Claude Lapuyade	Law and Motion - Drafted Supp. Mediation Brief	850.00	5.5	4,675.00	31,535.00
	12/12/2024	No	Jean Claude Lapuyade	Settlement - R&R Defendant's draft of long form and made edits	850.00	3.1	2,635.00	34,170.00
	12/19/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from Co Counsel Re CMS	850.00	0.2	170.00	34,340.00
	01/06/2025	No	Jean Claude Lapuyade	Settlement - R&R SAR and emails to/from Co counsel re Same	850.00	1.8	1,530.00	35,870.00
	01/08/2025	No	Jean Claude Lapuyade	Settlement - Revised and edited SAR and emails to/from Co Counsel Re Edits	850.00	1.8	1,530.00	37,400.00
	01/08/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.2	170.00	37,570.00
	01/10/2025	No	Jean Claude Lapuyade	Settlement - e-mails to/from OC Re SAR	850.00	0.5	425.00	37,995.00
	01/13/2025	No	Jean Claude Lapuyade	Case Management - emails to/from OC RE CMC	850.00	0.3	255.00	38,250.00
	01/16/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.4	340.00	38,590.00
	01/23/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.3	255.00	38,845.00
	01/24/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re MOU	850.00	0.6	510.00	39,355.00

01/31/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.3	255.00	39,610.00
02/05/2025	No	Jean Claude Lapuyade	Settlement - R&R Defendant's revisions to SAR and emails to/from OC Re the same	850.00	1.8	1,530.00	41,140.00
02/07/2025	No	Jean Claude Lapuyade	Settlement - emails to/from Admin Re Settlement/Notice timeline	850.00	0.4	340.00	41,480.00
02/10/2025	No	Jean Claude Lapuyade	Settlement - emails to/from Admin Re timeline	850.00	0.3	255.00	41,735.00
02/19/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.3	255.00	41,990.00
02/21/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.2	170.00	42,160.00
02/28/2025	No	Jean Claude Lapuyade	Case management - revised and edited CMS	850.00	0.5	425.00	42,585.00
03/20/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC re escalator and addendum to SAR	850.00	1.5	1,275.00	43,860.00
03/25/2025	No	Jean Claude Lapuyade	Settlement - emails to/from co counsel re Amendment to SAR	850.00	0.5	425.00	44,285.00
03/26/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC re Amendment to SAR	850.00	0.4	340.00	44,625.00
03/28/2025	No	Jean Claude Lapuyade	Settlement - emails to/from Admin re Class Data	850.00	0.4	340.00	44,965.00
04/11/2025	No	Jean Claude Lapuyade	Case management - emails to/from OC re edits to joint CMS	850.00	0.5	425.00	45,390.00
04/21/2025	No	Jean Claude Lapuyade	Law and Motion - drafted, revised and edited JCL dec. ISO MPA	850.00	1.5	1,275.00	46,665.00
04/21/2025	No	Jean Claude Lapuyade	Settlement - R&R defense edits to proposed notice and emails to/from OC Re same	850.00	0.7	595.00	47,260.00
04/22/2025	No	Jean Claude Lapuyade	Law and Motion - revised and edited P&As, Order and Client dec . ISO MPA	850.00	2.8	2,380.00	49,640.00
04/24/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC re revised class notice	850.00	0.3	255.00	49,895.00
05/05/2025	No	Jean Claude Lapuyade	Law and Motion - emails to/from co counsel re MPA tentative	850.00	0.5	425.00	50,320.00
07/03/2025	No	Jean Claude Lapuyade	Settlement - emails to/from admin and OC re admin timeline	850.00	0.5	425.00	50,745.00
07/07/2025	No	Jean Claude Lapuyade	Case management - drafted status update to client re timeline for settlement	850.00	1.5	1,275.00	52,020.00
07/08/2025	No	Jean Claude Lapuyade	Settlement - R&R formatted class notice and emails to/from admin re same	850.00	0.6	510.00	52,530.00
07/11/2025	No	Jean Claude Lapuyade	Settlement - emails to/from admin and OC Re mailed notices	850.00	0.4	340.00	52,870.00
07/16/2025	No	Jean Claude Lapuyade	Law and motion - emails to/from OC Re conformed MPA	850.00	0.3	255.00	53,125.00
07/19/2025	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from admin re same	850.00	0.5	425.00	53,550.00
07/28/2025	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from admin re same	850.00	0.4	340.00	53,890.00
08/01/2025	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from admin re same	850.00	0.4	340.00	54,230.00
08/11/2025	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from OC Re same	850.00	0.3	255.00	54,485.00
08/11/2025	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from admin re same	850.00	0.2	170.00	54,655.00
08/13/2025	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from admin re same	850.00	0.3	255.00	54,910.00
08/22/2025	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from admin re same	850.00	0.3	255.00	55,165.00
08/29/2025	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from admin re same	850.00	0.2	170.00	55,335.00
09/09/2025	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from admin re same	850.00	0.3	255.00	55,590.00
09/12/2025	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from admin re same	850.00	0.3	255.00	55,845.00
09/19/2025	No	Jean Claude Lapuyade	Settlement - R&R admin report and emails to/from admin re same	850.00	0.4	340.00	56,185.00
10/06/2025	No	Jean Claude Lapuyade	Law and motion - reviewed, revised and edited admin dec. ISO MFA and emails to/from admin re same	850.00	0.7	595.00	56,780.00
10/06/2025	No	Jean Claude Lapuyade	Settlement - R&R admin final calculations and emails to/from admin re same	850.00	0.5	425.00	57,205.00
11/06/2025	No	Jean Claude Lapuyade	Law and motion - revised and edited P&As for final approval motion and drafted JCL Dec. ISO	850.00	2.7	2,295.00	59,500.00

11/12/2025	No	Jean Claude Lapuyade	Law and motion - emails to/from OC Re review of MFA P&As	850.00	0.3	255.00	59,755.00
11/13/2025	No	Jean Claude Lapuyade	Law and motion - reviewed, revised and edited P&As, Proposed Order, Judgement and client dec ISO MFA and drafted JCL Dec. ISO the same	850.00	3.3	2,805.00	62,560.00
					73.6	62,560.00	
10/07/2024	No	Heming	Email corres. with OC re mediation data.	250.00	0.2	50.00	62,610.00
11/01/2024	No	Heming	Email corres. with OC re M&C on Joint CMS	250.00	0.3	75.00	62,685.00
11/05/2024	No	Heming	Email corres. with mediator's office re mediation brief	250.00	0.2	50.00	62,735.00
11/07/2024	No	Heming	Email corres. with mediator's office	250.00	0.2	50.00	62,785.00
11/12/2024	No	Heming	Email corres. with OC re M&C on Joint CMS.	250.00	0.3	75.00	62,860.00
11/12/2024	No	Heming	Review, finalize, file, and serve Joint CMS.	250.00	0.8	200.00	63,060.00
11/22/2024	No	Jennifer Heming	Review court's docket. Review and save Court's tentative ruling. Calendaring.	250.00	0.6	150.00	63,210.00
11/27/2024	No	Heming	Email corres. with mediator's office	250.00	0.2	50.00	63,260.00
12/17/2024	No	Heming	Review and save conformed joint CMS. Serve on OC.	250.00	0.3	75.00	63,335.00
12/17/2024	No	Heming	Review, finalize, file, and serve Joint CMS.	250.00	0.8	200.00	63,535.00
01/07/2025	No	Heming	Email corres. with co-counsel	250.00	0.2	50.00	63,585.00
01/08/2025	No	Jennifer Heming	Review Court's docket. Review LR's. Email corres. with Court clerk re remote appearance link for CMC	250.00	0.3	75.00	63,660.00
01/10/2025	No	Heming	Schedule call with OC.	250.00	0.3	75.00	63,735.00
01/11/2025	No	Jennifer Heming	Review Court's docket for tentative ruling in advance of CMC. Review and save tentative ruling. Send to OC. Calendaring.	250.00	0.6	150.00	63,885.00
					5.3	1,325.00	

Total for Powell v. Briar
Patch (002-645)

TOTAL 78.9 \$ 63,885.00

Tuesday, Nov 18, 2025 12:21:47 PM GMT-8

EXHIBIT 6

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Powell v. Briar Patch (002-645)						
06/27/2024	Expense		M Resolution	Inv. 6176	5,000.00	5,000.00
06/30/2024	Journal Entry	June 2024 Postage		Postage for June 2024	0.64	5,000.64
06/30/2024	Journal Entry	June 2024 Copies		June 2024 Copies	0.20	5,000.84
11/30/2024	Journal Entry	Nov 2024 Copies		November 2024 Copies	1.20	5,002.04
12/02/2024	Check	4050	Berger Consulting Group	Inv. 13185	5,130.00	10,132.04
12/03/2024	Expense		M Resolution	Inv. 6345	500.00	10,632.04
12/31/2024	Journal Entry	Dec 2024 Postage		December 2024 Postage	0.69	10,632.73
12/31/2024	Journal Entry	Dec 2024 Copies		December 2024 Copies	1.20	10,633.93
01/31/2025	Journal Entry	Jan 2025 Printing		January 2025 Printing	1.30	10,635.23
02/28/2025	Journal Entry	Feb 2025 Printing		Feb 2025 Printing	1.30	10,636.53
Total for Powell v. Briar Patch (002-645)					\$10,636.53	
TOTAL					\$10,636.53	

EXHIBIT 7

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 – 2018
- Super Lawyers 2025 - 2026
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Perssia Razma, Esq.
California Bar Number 351398
Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);