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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

[PROPOSED] JUDGMENT

Date: December 19, 2025

Time: 10:00 a.m.

Judge: S. Robert Tice-Raskin

Dept.: 6

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1 Plaintiff's motion for an order finally approving the Stipulation of Class Action and PAGA
2 Settlement and Release of Claims ("Agreement") and Motion for Class Counsel Award, and a Class
3 Representative Enhancement duly came on for hearing on December 19, 2025, before the above-
4 entitled Court. The parties having settled this action and the Court having entered an Order Granting
5 Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

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

7 1. The certification of the Settlement Class is confirmed for purposes of settlement.
8 The Class is defined as "all individuals who are or were employed by Defendants as non-exempt
9 employees in the State of California during the Class Period." The Class Period is defined as the
10 period from February 5, 2020 until June 30, 2024, inclusive.

11 2. All persons who meet the foregoing definition are members of the Settlement Class,
12 except for those individuals who filed a valid request for exclusion ("opt out") from the Class (of
13 whom there are none).

14 3. Except as set forth in the Agreement, the Order Granting Final Approval of Class
15 Action and PAGA Settlement and this Judgment, Plaintiff, and all members of the Settlement Class,
16 shall take nothing in the Action. Each party shall bear its own attorneys' fees and costs, except as
17 otherwise provided in the Agreement, the Order Granting Final Approval of Class Action and PAGA
18 Settlement, and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendants fund the Maximum Settlement Fund in full, each Class
24 Member who has not validly opted out has released the "Released Parties" from the "Class Released
25 Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Class Released Claims mean any and all claims for wages, statutory and civil penalties (but not
28 PAGA Penalties), monies, damages, liquidated damages, premiums, restitution, injunctive and

1 declaratory relief, pre-judgment and post-judgment interest, attorneys' fees and costs, that were
2 alleged in the Action and/or claims which could have reasonably been alleged based on the same
3 set of operative facts pled therein, including, but not limited to: (1) failure to pay overtime wages in
4 violation of California Labor Code sections 204, 510, 1194, 1198, and the applicable IWC Wage
5 Orders, including failure to properly calculate and apply the regular rate of pay; (2) failure to provide
6 meal breaks and meal break premiums in violation of California Labor Code sections 226.7, 512(a),
7 and the applicable IWC Wage Orders; (3) failure to provide rest breaks and rest break premiums in
8 violation of California Labor Code section 226.7, the California Code of Regulations, and the
9 applicable IWC Wage Orders; (4) failure to pay wages in violation of California Labor Code
10 sections 224, 246, 558, 1194, 1194.2, 1197, 1198, the California Code of Regulations, and the
11 applicable IWC Wage Orders; (5) failure to pay all wages earned at separation of employment in
12 violation of California Labor Code sections 201, 202, and 203; (6) failure to correctly pay all wages
13 timely during employment in violation of California Labor Code section 200, 204, 210, and 246;
14 (7) failure to provide accurate itemized wage statements in violation of California Labor Code
15 sections 226(a), 226(e), and 226.3; (8) failure to maintain accurate employment records in violation
16 of California Labor Code section 1174; (9) failure to indemnify employees for all necessary business
17 expenditures in violation of California Labor Code section 2802 and 2804; (10) violation of
18 Business and Professions Code section 17200, et seq. based on the Labor Code sections alleged and
19 with respect to the statutory penalties claimed in the Action, any source of obligation as a basis for
20 claiming such penalties during the Class Period (the "Released Claims") against the Released
21 Parties. The release of the Class Released Claims shall be given full *res judicata* and *collateral*
22 *estoppel* effect upon entry of the judgment in this Action so as to bar any Settlement Class Member
23 from filing or pursuing the Class Released Claims during the Class Period against the Released
24 Parties in any forum. "Released Parties" mean Defendants BRIARPATCH FOOD CO-OP, and
25 BRIARPATCH COOPERATIVE OF NEVADA COUNTY, INC., and each and all of their past and
26 present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited
27 partners, joint venturers and affiliates, and each of their respective current and former directors,
28 officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders,

1 owners, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and
2 affiliated companies, and each of their respective executors, predecessors, successors, assigns and
3 legal representatives.

4 7. As of the date the Defendants funds the Maximum Settlement Fund, the Plaintiff, the
5 Labor and Workforce Development Agency (“LWDA”), the State of California, and all “PAGA-
6 Covered Employees” have released the Defendants from the “PAGA Released Claims” for the
7 “PAGA Period” as set forth in the Agreement.

8 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
9 “PAGA-Covered Employees” means all individuals who were employed by Defendants in
10 California as non-exempt employees during the PAGA Period, regardless of whether they submitted
11 a valid Request for Exclusion or otherwise opted out of the Settlement. “PAGA Released Claims”
12 means the release of the Released Parties by the Labor and Workforce Development Agency
13 (“LWDA”), State of California, and by Plaintiff AMANDA POWELL as representative of and
14 proxy for the LWDA, from all claims for civil penalties under the Labor Code pursuant to the Private
15 Attorneys General Act (Cal. Lab. Code §§ 2698 et seq.) that were alleged in the PAGA Letter, the
16 operative complaint in the Action, and/or claims for PAGA penalties which reasonably could have
17 been alleged based on the same set of operative facts pled therein, including, but not limited to
18 claims for PAGA penalties arising from violations of California Labor Code sections 201, 202, 203,
19 204, 210, 224, 226, 226.3, 226.7, 246, 256, 510, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 1197.1,
20 1198, 1198.5, 1199, 2802, and 2804. The release of PAGA Released Claims shall be given full res
21 judicata and collateral estoppel effect upon entry of the judgment in this Action so as to bar the
22 LWDA and any PAGA-Covered Employees from filing or pursuing the PAGA Released Claims
23 during the PAGA Period against the Released Parties in any forum. The “PAGA Period” means the
24 period of time from December 1, 2022, until February 1, 2025, inclusive.

25 9. This Court hereby grants final approval and awards the following: (i) Three Hundred
26 Fifty-One Thousand, Six Hundred Fifty-Eight Dollars and Twenty-Five Cents (\$351,658.25) for the
27 Class Counsel Award comprised of attorneys’ fees equal to one-third of the Maximum Settlement
28 Fund, or Three Hundred Twenty-Seven, Five Hundred Dollars and Zero Cents (\$327,500.00) and

1 costs in the amount of Twenty-Four Thousand, One Hundred Fifty-Eight Dollars and Twenty-Five
2 Cents (\$24,158.25); (ii) the Class Representative Enhancement to Class Representative Amanda
3 Powell in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); (iii) Settlement
4 Administration Costs in the amount of Nine Thousand Nine Hundred and Ninety Dollars and Zero
5 Cents (\$9,990.00) to Apex Class Action LLC; (iv) Thirty-Seven Thousand, Five Hundred Dollars
6 and Zero Cents (\$37,500.00) (75% of the PAGA Payment) to the Labor and Workforce
7 Development Agency (“LWDA Payment”); and the remainder to be distributed to the Settlement
8 Class Members and PAGA Covered Employees pursuant to the pro-rata calculations as defined in
9 the parties’ Settlement Agreement.

10 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
11 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
12 section 2699(1)(3).

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

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17 DATED: _____, 2025

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19 _____
20 Hon. S. Robert Tice-Raskin
21 Judge, Superior Court for the State of California,
22 County of Nevada
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