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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] ORDER GRANTING FINAL
APPROVAL**

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 Class
3 Representative Enhancement duly came on for hearing on December 19, 2025, before the above-
4 entitled Court. Lawyers *for* Justice PC, Zakay Law Group, APLC and the JCL Law Firm, APC
5 appeared on behalf of Plaintiff AMANDA POWELL ("Plaintiff"). Littler Mendelson, P.C.
6 appeared on behalf of Defendants BRIARPATCH COOPERATIVE OF NEVADA, INC.,
7 BRIARPATCH FOOD CO-OP, and NEVADA COUNTY BRIARP (hereinafter "Defendants").

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 unopposed motion, the Court makes the following findings:

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Nevada ("Court"), Case No. CU0001207, entitled
16 *Amanda Powell v. Briarpatch Cooperative of Nevada, Inc, et al.*, and over all Parties to this
17 litigation, including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On June 20, 2025, the Court granted preliminary approval of a class-wide
20 settlement. At that time, the Court approved certification of a provisional settlement class for
21 settlement purposes only. The Court now confirms that Order and finally approves the settlement
22 and the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Notice Packet was
25 mailed by first class mail to the Class Members at their last known addresses on July 11, 2025.
26 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
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1 proposed settlement to Class Members. The Court finds that the Notice Packet provided fully
2 satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was August 25, 2025.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected or requested exclusion. 100% of
6 the Class Members will be participating in the Settlement and will be sent Individual Settlement
7 Payments.

8 **Fairness Of the Settlement**

9 6. The Agreement provides for a Maximum Settlement Fund of \$982,500.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

12 a. The settlement was reached through arms-length bargaining between
13 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
14 settlement.

15 b. The Parties' investigation and discovery have been sufficient to allow
16 the Court and counsel to act intelligently.

17 c. Counsel for all parties are experienced in similar employment class
18 action litigation and have previously settled similar class claims on behalf of employees claiming
19 compensation. All counsel recommended approval of the Settlement.

20 d. No Class Members objected or requested exclusion.

21 e. The participation rate is high as 100% of Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Settlement Class Members under the
24 terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses
25 of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the
26 release of the Class Released Claims and PAGA Released Claims, given the uncertainties and risks
27 of the litigation and the delays which would ensue from continued prosecution of the Action.

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1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **Class Counsel Award**

4 9. The Agreement provides for a Class Counsel Award in the amount of up to
5 Three Hundred Sixty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$367,500.00).
6 Subject to Court approval, the Class Counsel Award consists of attorneys' fees equal to one-third
7 (1/3) of the Maximum Settlement Fund, or Three Hundred Twenty-Seven, Five Hundred Dollars
8 and Zero Cents (\$327,500.00) and reimbursement of costs in the amount of up to Forty Thousand
9 Dollars (\$40,000.00).

10 10. A Class Counsel Award in the amount of Three Hundred Fifty-One
11 Thousand, Six Hundred Fifty-Eight Dollars and Twenty-Five Cents (\$351,658.25) comprised of
12 attorneys' fees in the amount of Three Hundred Twenty-Seven Thousand Five Hundred Dollars and
13 Zero Cents (\$327,500.00) and reimbursement of actually-incurred costs in the amount of Twenty-
14 Four Thousand, One Hundred Fifty-Eight Dollars and Twenty-Five Cents (\$24,158.25) is
15 reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
16 Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents
17 1/3 of the common fund, which is reasonable and at the low end of the range for fee awards in
18 common fund cases and is supported by Class Counsel's lodestar.

19 **Class Representative Enhancement**

20 11. The Agreement provides for a Class Representative Enhancement of Ten
21 Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, Amanda Powell, subject to the Court's
22 approval. The Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to
23 Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action
24 litigation.

25 **Settlement Administration Costs**

26 12. The Agreement provides for Settlement Administration Costs to be paid in
27 an amount not to exceed \$9,990.00. The Declaration of the Settlement Administrator provides that
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1 the actual claims administration expenses were \$9,990.00. The amount of this payment is
2 reasonable in light of the work performed by the Settlement Administrator.

3 **II.**

4 **ORDERS**

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

6 1. The Class is certified for the purposes of settlement only. The Settlement
7 Class is hereby defined to include all individuals who are or were employed by Defendants as non-
8 exempt employees in the State of California ("Class") from February 5, 2020 until June 30, 2024,
9 inclusive ("Class Period").

10 2. Every person in the Class who did not timely submit a valid Request for
11 Exclusion is a Settlement Class Member. The Court finds, based on the declarations of the
12 Settlement Administrator, that zero Class Members opted-out of the Settlement.

13 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
14 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
15 this Order and the terms of the Agreement.

16 4. Class Counsel are awarded Three Hundred Fifty-One Thousand, Six Hundred
17 Fifty-Eight Dollars and Twenty-Five Cents (\$351,658.25) for Class Counsel's fees and costs
18 comprised of attorneys' fees equal to one-third of the Maximum Settlement Fund, or Three Hundred
19 Twenty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$327,500.00) and costs in the
20 amount of Twenty-Four Thousand, One Hundred Fifty-Eight Dollars and Twenty-Five Cents
21 (\$24,158.25). Class Counsel shall not seek or obtain any other compensation or reimbursement
22 from Defendants, Plaintiff, or members of the Class.

23 5. The payment of the Class Representative Enhancement to Plaintiff in the
24 amount of \$10,000.00 is approved.

25 6. The payment of \$9,900 to the Settlement Administrator for Settlement
26 Administration Costs is approved.

27 7. The PAGA Payment of \$50,000.00 is hereby approved as fair, reasonable,
28 adequate and adequately protects the interests of the public and the Labor and Workforce

1 Development Agency (“LWDA”). Further, the Court finds that Plaintiff and Class Counsel
2 negotiated the PAGA Payment at arm’s-length, absent of any fraud or collusion.

3 8. Final Judgment is hereby entered in this action. The Final Judgment shall
4 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
5 of Defendants and Released Parties from all class claims alleged meaning any and all claims for
6 wages, statutory and civil penalties (but not PAGA Penalties), monies, damages, liquidated
7 damages, premiums, restitution, injunctive and declaratory relief, pre-judgment and post-judgment
8 interest, attorneys’ fees and costs, that were alleged in the Action and/or claims which could have
9 reasonably been alleged based on the same set of operative facts pled therein, including, but not
10 limited to: (1) failure to pay overtime wages in violation of California Labor Code sections 204,
11 510, 1194, 1198, and the applicable IWC Wage Orders, including failure to properly calculate and
12 apply the regular rate of pay; (2) failure to provide meal breaks and meal break premiums in
13 violation of California Labor Code sections 226.7, 512(a), and the applicable IWC Wage Orders;
14 (3) failure to provide rest breaks and rest break premiums in violation of California Labor Code
15 section 226.7, the California Code of Regulations, and the applicable IWC Wage Orders; (4) failure
16 to pay wages in violation of California Labor Code sections 224, 246, 558, 1194, 1194.2, 1197,
17 1198, the California Code of Regulations, and the applicable IWC Wage Orders; (5) failure to pay
18 all wages earned at separation of employment in violation of California Labor Code sections 201,
19 202, and 203; (6) failure to correctly pay all wages timely during employment in violation of
20 California Labor Code section 200, 204, 210, and 246; (7) failure to provide accurate itemized wage
21 statements in violation of California Labor Code sections 226(a), 226(e), and 226.3; (8) failure to
22 maintain accurate employment records in violation of California Labor Code section 1174; (9)
23 failure to indemnify employees for all necessary business expenditures in violation of California
24 Labor Code section 2802 and 2804; (10) violation of Business and Professions Code section 17200,
25 et seq. based on the Labor Code sections alleged and with respect to the statutory penalties claimed
26 in the Action, any source of obligation as a basis for claiming such penalties during the Class Period
27 (the “Released Claims”) against the Released Parties. The release of the Class Released Claims shall
28 be given full *res judicata* and *collateral estoppel* effect upon entry of the judgment in this Action so

1 as to bar any Settlement Class Member from filing or pursuing the Class Released Claims during
2 the Class Period against the Released Parties in any forum.

3 9. Final Judgment shall also bind the LWDA, Plaintiff, acting as a
4 representative of and proxy for the State of California, and all PAGA-Covered Employees, pursuant
5 to the California Labor Code Private Attorneys' General Act ("PAGA") and shall release
6 Defendants and Released Parties from all claims for civil penalties under the Labor Code pursuant
7 to PAGA (Cal. Lab. Code §§ 2698 et seq.) that were alleged in the PAGA Letter, the operative
8 complaint in the Action, and/or claims for PAGA penalties which reasonably could have been
9 alleged based on the same set of operative facts pled therein, including, but not limited to claims for
10 PAGA penalties arising from violations of California Labor Code sections 201, 202, 203, 204, 210,
11 224, 226, 226.3, 226.7, 246, 256, 510, 512, 558, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198,
12 1198.5, 1199, 2802, and 2804. The release of PAGA Released Claims shall be given full res judicata
13 and collateral estoppel effect upon entry of the judgment in this Action so as to bar the LWDA and
14 any PAGA-Covered Employees from filing or pursuing the PAGA Released Claims during the
15 PAGA Period against the Released Parties in any forum.

16 10. The term "Released Parties" means Defendants and each and all of their past
17 and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited
18 partners, joint venturers and affiliates, and each of their respective current and former directors,
19 officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders,
20 owners, attorney, advisors, representatives, general partners, limited partners, joint venturers, and
21 affiliated companies, and each of their respective executors, predecessors, successors, assigns, and
22 legal representatives.

23 11. The term "PAGA Class Members" means all individuals who were employed
24 by Defendants in California as non-exempt employees during the PAGA Period, regardless of
25 whether they submitted a valid Request for Exclusion or otherwise opted out of the Settlement.

26 12. The Agreement is not an admission by Defendants, nor is this Final Approval
27 Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
28 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,

1 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
2 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
3 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
4 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
5 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
6 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
7 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
8 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
9 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
10 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
11 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
12 or issue preclusion or similar defense as to the claims being released by the Settlement.

13 13. Notice of entry of this Final Approval Order and Judgment shall be given to
14 Class Counsel on behalf of Plaintiff and all Settlement Class Members. It shall not be necessary to
15 send notice of entry of this Final Approval Order and Judgment to individual Class Members.
16 After entry of Final Judgment, the Court shall retain jurisdiction to construe, interpret, implement,
17 and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement
18 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
19 distribution of settlement benefits.

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1 14. If the Settlement does not become final and effective in accordance with the
2 terms of the Settlement, resulting in the return and/or retention of the Maximum Settlement Fund to
3 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
4 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
5 be vacated.

6 **IT IS SO ORDERED.**

7 DATED: _____, 2025

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Hon. S. Robert Tice-Raskin
Judge, Superior Court for the State of California,
County of Nevada

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