

(SIGNATURE)

PLAINTIFF/PETITIONER: Chevonne Neal, et al.
 DEFENDANT/RESPONDENT: Sacramento Natural Foods Cooperative, Inc.

CASE NUMBER:
 23CV002829

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE.

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: October 7, 2025

Sarin Yeranossian

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

EXHIBIT A

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Arman Marukyan (SBN 327150)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

FILED
Superior Court of California
County of Sacramento
10/06/2025
J. Servantez, Deputy

Attorneys for Plaintiff Chevonne Neal and the Class Members

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

CHEVONNE NEAL, JESSE LEON
individually, and on behalf of other
members of the general public similarly
situated;

Plaintiffs,

vs.

SACRAMENTO NATURAL FOODS
COOPERATIVE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23CV002829

Consolidated Case No.: 24CV020050

Honorable Jill Talley
Department 23

CLASS ACTION

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

Date: October 3, 2026
~~September 12, 2025~~
Time: 9:00 AM
Department: 23

CHEVONNE NEAL, individually, and on
behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

SACRAMENTO NATURAL FOODS
COOPERATIVE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Class Action
Complaint Filed: June 6, 2023
Trial Date: None Set

PAGA Complaint
Filed: October 2, 2024
Trial Date: None Set

1 This matter has come before the Honorable Jill Talley, in Department 23 of the above-
2 entitled Court, located at 720 9th Street, Sacramento, California 95814, on August 12, 2025 at
3 9:00 a.m., on Plaintiff Chevonne Neal's ("Plaintiff") Motion for Final Approval of Class Action
4 and PAGA Settlement, Attorneys' Fees and Costs, and Incentive Award ("Motion for Final
5 Approval"). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the Class Members,
6 and Dorsey & Whitney LLP appeared on behalf of Defendant Sacramento Natural Foods
7 Cooperative, Inc. ("Defendant").

8 On April 29, 2025, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled actions in accordance with the Joint Stipulation of Class
11 Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
12 Agreement"), which, together with the exhibits annexed thereto set forth the terms and
13 conditions for settlement of the Actions.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. The Motion for Final Approval is granted in its entirety.
18 2. This Final Approval Order and Judgment incorporates by reference the
19 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
20 terms used, but not defined, herein shall have the same meanings as in the Settlement
21 Agreement and Preliminary Approval Order.

22 3. Unless otherwise specified, all citations and references to the PAGA statute that
23 are contained within this motion and supporting papers are to the former version of the PAGA
24 statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does
25 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §
26 2699, subd. (v), as amended, because the above-captioned action was filed prior to June 19,
27 2024.

28 ///

1 4. This Court has jurisdiction over the Class Members as it pertains to the Actions
2 and the claims asserted in the Actions, the Court also has jurisdiction over all parties to the
3 Actions as it pertains to the Actions and the claims asserted in the Actions.

4 5. The Court finds that the applicable requirements of California Code of Civil
5 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
6 respect to the Class Members and the Settlement. The Court hereby makes final its earlier
7 provisional certification of the Class Members for settlement purposes, as set forth in the
8 Preliminary Approval Order. The Class Members is hereby defined to include: all current and
9 former hourly, non-exempt employees of Defendant in California at any time during the Class
10 Period ("Class Members" or "Class Members").

11 6. The "PAGA Group Members" are hereby defined to consist of the following
12 individuals: all current and former hourly, non-exempt employees of Defendant in California at
13 any time during the PAGA Period.

14 7. The Court finds that the Court-approved Notice of Class Action Settlement
15 ("Class Notice") that was provided to the Class Members, fully and accurately informed the
16 Class Members of all material elements of the Settlement, of their opportunity to participate in
17 the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the
18 Class Settlement; the Class Notice was the best notice practicable under the circumstances; was
19 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
20 State of California, the United States Constitution, due process and other applicable law. The
21 Class Notice fairly and adequately described the Settlement and provided the Class Members
22 with adequate instructions and a variety of means to obtain additional information.

23 8. Pursuant to California law, the Court hereby grants final approval to the
24 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
25 Class Members as a whole. More specifically, the Court finds that the Settlement was reached
26 following meaningful formal and informal discovery and investigation conducted by Lawyers
27 *for Justice*, PC ("Class Counsel"), and that the Settlement is the result of serious, informed,
28 adversarial, and arms-length negotiations between the parties. In so finding, the Court has

considered all of the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections to the Class and PAGA Action Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

9. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class Members who did not submit a timely and valid Request for Exclusion from the Class Settlement ("Settlement Class Members") are bound by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Gross Settlement Amount, shall fully and finally release and discharge the Released Parties, and each of them, from the Released Class Claims.

10. The Court finds that Plaintiff Chevonne Neal has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(2), the Court

has also considered and reviewed the PAGA Settlement and the allocation of \$100,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 ("PAGA Allocation"), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Allocation as follows: the amount of \$75,000.00 to the LWDA ("LWDA Payment"), and the amount of \$25,000.00 to the PAGA Group Members, in accordance with the terms and methodology set forth in the Agreement.

11. The Court determines that, Plaintiff Chevonne Neal, the State of California (with respect to PAGA Group Members), and all PAGA Group Members are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Gross Settlement Amount, shall fully and finally release and discharge the Released Parties, and each of them, from the Released PAGA Claims.

12. The Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

13. The Court finds that payment of Administration Fees in the amount of \$11,000.00 to Phoenix Class Action Administration Solutions ("Phoenix" or "Settlement Administrator"), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of \$11,000.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court finds that the Incentive Award in the amount of \$10,000.00 to Plaintiff Chevonne Neal is fair and reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Chevonne Neal for her Incentive Award, according to the terms set forth in the Settlement Agreement.

15. The Court finds that attorneys' fees in the amount of ~~\$484,750.00~~ ^{\$461,666.66} to Class Counsel falls within the range of reasonableness and that the results achieved justify the award

sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of ~~\$484,750.00~~ ^{\$461,666.66} to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

16. The Court finds that reimbursement of litigation costs and expenses in the amount of \$12,744.52 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$12,744.52 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

17. It is hereby ordered that within thirty (30) calendar days of the Effective Date, Defendant shall deposit the Gross Settlement Amount of \$1,385,000.00 and the employer's share of payroll taxes and contributions with respect to the wage portion of Individual Settlement Shares into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

18. It is hereby ordered that within seven (7) calendar days following the funding of the Gross Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court as follows: (a) Individual Settlement Payments to Settlement Class Members, (b) Individual PAGA Payments to PAGA Group Members, (c) LWDA Payment to the LWDA, (d) Incentive Award to Plaintiff, (e) Attorneys' Fees and Costs to Class Counsel, and (f) Administration Fees to the Settlement Administrator, in accordance with terms and methodology set forth in the Settlement Agreement.

19. Each check issued to a Settlement Class Member and/or PAGA Group Member for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid for a period of one hundred eighty (180) calendar days from the date of issuance of the check, and after this time period, the check(s) shall be cancelled. The funds associated with checks issued to Settlement Class Members and PAGA Group Members that have not been cashed or deposited within the 180-day period shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the individuals to whom the checks had originally been issued. All Settlement Class Members shall be bound by the terms and conditions of the

1 Class Settlement regardless of whether or not they cash or otherwise negotiate their Individual
2 Settlement Payment checks.

3 20. After entry of this Final Approval Order and Judgment, pursuant to California
4 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
5 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
6 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
7 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
8 with the distribution of settlement benefits.

9 21. Individualized notice of this Final Approval Order and Judgment is not required.
10 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
11 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
12 date of entry of this Final Approval Order and Judgment.

13 22. A Final Compliance Hearing is set for ~~June 26, 2026~~ at ~~10:30 AM a.m./p.m.~~ in
14 Department 23. Class Counsel shall submit the Settlement Administrator's accounting report
15 regarding the status of the funding and disbursement of the Settlement at least ~~five (5) court days~~
16 prior to the Final Compliance Hearing. 15 calendar days

17 **IT IS SO ORDERED.**

18 DATE: 10/06/2025

19 
20 The Honorable Jill Talley
21 Judge of the Sacramento County Superior
22 Court of California
23
24
25
26
27
28



PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On October 7, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Nisha Verma
Verma.Nisha@dorsey.com
Hannah Green
Green.Hannah@dorsey.com
DORSEY & WHITNEY LLP
600 Anton Boulevard, Suite 2000
Costa Mesa, CA 92626

Marina Lyons (Pro Hac Vice Pending)
Lyons.Marina@dorsey.com
DORSEY & WHITNEY LLP
Columbia Center
701 Fifth Avenue, Suite 6100
Seattle, WA 98104-7043

Additional Emails: Hannah Richter (Richter.Hannah@dorsey.com);
Kim T. Massure-Rayson (massure.rayson.kim@dorsey.com);
Cheryl Potter (Potter.Cheryl@dorsey.com)

Attorneys for Defendant Sacramento Natural Foods Cooperative, Inc.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Jesse Leon
jesseleon14@icloud.com
leonjesse625@gmail.com
9348 Barth Street
Elk Grove, CA 95624

[X] BY U.S. MAIL

As follows: I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. Postal Service on that day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day

after date of deposit for mailing an affidavit.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 7, 2025 at Glendale, California.



Sarin Yeranossian