

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiffs

ELECTRONICALLY FILED
Superior Court of California
County of Marin

12/03/2024
James M. Kim, Clerk of the Court
R. Baker, Deputy

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

JEREMY NIEUWENHUIJS, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

GOOD EARTH NATURAL FOODS, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: CV0000742

Assigned for All Purposes to:
Honorable Stephen P. Freccero
Courtroom A

CLASS ACTION

SPF

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: December 3, 2024
Hearing Time: 1:30 p.m.
Hearing Place: Courtroom A

Complaint Filed: August 29, 2023
FAC Filed: January 5, 2024
SAC Filed: April 12, 2024
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Jeremy Nieuwenhuijs and
2 Seleny Barrios' ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and
3 considering the papers submitted in support of the motion, including the Class Action and PAGA
4 Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement"), hereby **FINDS**
5 **AND ORDERS:**

6 Plaintiffs and Defendant Good Earth Natural Foods, Inc. ("Defendant") entered the
7 Settlement Agreement to settle this lawsuit on or about May 15, 2024.

8 On August 20, 2024, the Court entered an order preliminarily approving the settlement of
9 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
10 382 and California Rule of Court 3.769, ordering notice to be sent to the Class Members,
11 providing the Class Members with an opportunity to object to the Settlement or exclude
12 themselves from the Class, and scheduling a Final Approval Hearing.

13 On December 3, 2024, the Court held a Final Approval Hearing to determine whether to
14 give final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
16 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided
17 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
18 in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
20 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
21 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

23 3. Final Class Certification. The Court finds that the Class satisfies all applicable
24 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
25 process. The Court certifies the Class consisting of all persons employed by Defendant as
26 hourly-paid or non-exempt employees in the State of California at any time during the period
27 from August 29, 2019 to May 28, 2024 ("Class," "Class Members," and "Class Period"). There
28

are 1,392 Class Members who did not submit valid and timely Requests for Exclusion from the Settlement (“Participating Class Members”).¹

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class for the purposes of entering and implementing the Settlement and satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds that the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to the Class Members were implemented pursuant to the Settlement and this Court’s Preliminary Approval Order. The Court also finds the Class Notice:

- a. constitutes notice reasonably calculated to apprise the Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to exclude themselves from the Settlement Agreement; (v) their right to receive settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in this lawsuit on all the Participating Class Members;
- b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process;
- c. constitutes the best practicable notice to the Class Members under the circumstances of this lawsuit; and
- d. constitutes notice reasonable, adequate, and sufficient for the Class Members.

6. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

///

///

///

¹ The Administrator mailed out 1,393 Class Notices and received one (1) request for exclusion. Thus, there are 1,392 Participating Class Members.

1 7. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into in good faith and are the product of arm's-length negotiations
3 by experienced counsel who have carried out a meaningful investigation of the claims. The
4 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
5 reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to
6 implement the Settlement Agreement according to its terms and provisions.

7 8. Binding Effect. The terms and provisions of the Settlement Agreement and this
8 Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved
9 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
10 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
11 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
12 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
13 that were or could have been raised in this lawsuit and are encompassed by the Released Class
14 Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims.

15 9. Release by Participating Class Members. Effective on the date when Defendant
16 fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the
17 Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of
18 themselves and their former and present representatives, agents, attorneys, heirs, administrators,
19 successors, and assigns, release the Released Parties from the Released Class Claims.

20 a. Release by Aggrieved Employee. Effective on the date when Defendant fully
21 funds the entire Gross Settlement Amount and funds all employer payroll taxes
22 owed on the Wage Portion of the Individual Class Payments, all Participating and
23 Non-Participating Class Members, who are Aggrieved Employees, are deemed to
24 release, on behalf of themselves and their former and present representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns, the Released
26 Parties from the Released PAGA Claims.

27 ///

28 ///

b. Plaintiffs' Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from the Plaintiffs' Release. Plaintiffs also expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

c. Released Parties. The Released Parties include Defendant, and any predecessor, successor, subsidiary, parent, affiliated or related entity, and each of their owners, managerial employees, agents, attorneys, insurers, directors, and/or officers.

10. Class Representative Service Payments. The Court finds that the Class Representative Service Payments of \$5,000, to be paid by Defendant to each Plaintiff out of the Gross Settlement Amount (totaling \$10,000), to be reasonable and appropriate. The Class Representative Service Payments are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

a. The rationale for making enhancement payments is class representatives should be compensated for the expense and risk they incurred in conferring a benefit on the Class. Criteria courts consider include: (i) risk to the class representatives in commencing suit; (ii) notoriety and personal difficulties; (iii) amount of time and effort spent by the class representatives; (iv) duration of the litigation; and (v) personal benefit (or lack thereof) enjoyed by class representatives.

b. The Court reviewed Plaintiffs' declarations outlining their involvement. Given the risks inherent in the services as the class representatives, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Service Payments of \$5,000 to each Plaintiff.

///

///

///

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

The Court finds that the Class Counsel Fees Payment of \$733,400, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Additionally, the Court finds that the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$22,601.10, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiffs or Class Members in connection with or related in any manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and Released PAGA Claims.

- a. The Court has an independent right and responsibility to review the Class Counsel Fees Payment and only award so much as it determines reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$733,400 is thirty-eight percent (38%) of the common fund created for the benefit of the Class and is supported by use of the percentage-fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds that the Class Counsel Fees Payment is consistent with the marketplace, is reasonable, and is approved.
- b. The Court reviewed the declaration of Douglas Han regarding the costs expended in prosecuting this case. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$30,000 in litigation costs. The Court finds that Class Counsel expended \$22,601.10 in litigation costs, and that such costs were

reasonable. Thus, the Court approves the payment of the Class Counsel Litigation Expenses Payment of \$22,601.10 from the common fund for the reimbursement of Class Counsel's litigation costs.

12. Administration Expenses Payment. The Court finds that the Administration Expenses Payment of \$15,500, to be paid by Defendant to the Administrator out of the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

a. The Court reviewed the declaration of Chantal Soto-Najera from CPT Group, Inc., the Court-approved Administrator. The Court finds that notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. Thus, the Court approves the payment of the Administration Expenses Payment of \$15,500 for the Administrator's services in administering the Settlement.

13. PAGA Penalties. The Court finds that the PAGA Penalties of \$150,000, seventy-five percent (75%) of which (\$112,500) will be paid to the California Labor and Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of which (\$37,500) shall be distributed to the Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

14. Funding the Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks to the appropriate persons and entities.

15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the Settlement was the product of arm's-length negotiations following extensive litigation, discovery, and exchange of documentation. The negotiations were facilitated with the aid of David Rotman, an experienced and well-respected mediator.

1 a. The fairness of the Settlement is demonstrated by there being no objections to and
2 only (1) request for exclusion from the Settlement.

3 b. The fairness of the Settlement is illustrated by the gross *average* Individual Class
4 Payment being approximately \$743.72, and the gross *highest* Individual Class
5 Payment being about \$1,965.20.

6 16. Uncashed Checks. The Class Members must cash or deposit their settlement
7 checks within one hundred eighty (180) calendar days after the checks are mailed to them.
8 Uncashed settlement checks will be canceled and transmitted to the *cy pres* recipient The
9 Fairfax-San Anselmo Children's Center.

10 17. Modification of Agreement. The Participating Class Members are hereby
11 authorized to agree to and adopt amendments to or modifications of the Agreement by an express
12 written instrument signed by all Parties or their representatives and approved by the Court. Such
13 amendments or modifications shall be consistent with this Order and Judgment and cannot limit
14 the rights of the Participating Class Members under the Agreement.

15 18. Final Accounting and Compliance. The Court sets a compliance hearing on
16 August 1, 2025 in Courtroom A. Within five (5) court days before this hearing, Plaintiffs shall
17 file a compliance status report and amended Judgment. Pursuant to Code of Civil Procedure
18 section 384, the compliance status report shall specify the total amount paid to the Class
19 Members and the residual of the unclaimed settlement funds that will be paid to the entity
20 identified as the recipient of such funds in the Settlement Agreement.

21 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
22 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
23 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
24 and for any other necessary purpose, including, without limitation:

25 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
26 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
27 arise out of the Settlement or this Order and Judgment;

28 ///

**PROOF OF SERVICE
1013A(3) CCP**

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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is mluna@justicelawcorp.com

On December 4, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Nieuwenhuijs, et al. v. Good Earth Natural Foods, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-971470-23**
Court Case No.: CV0000742
Marin County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[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 December 4, 2024, at Pasadena, California.



Madison Luna