

**David V. FILED**  
JUL 29 2024

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF HUMBOLDT

**ZAKAY LAW GROUP, APLC**  
Shani O. Zakay (State Bar #277924)  
Jackland K. Hom (State Bar #327243)  
Julieann Alvarado (State Bar #334727)  
Rachel Newman (State Bar #350826)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 255-9047  
Facsimile: (858) 404-9203  
shani@zakaylaw.com  
jackland@zakaylaw.com  
julieann@zakaylaw.com  
rachel@zakaylaw.com

**JCL LAW FIRM, APC**  
Jean-Claude Lapuyade (State Bar #248676)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292  
Facsimile: (619) 599-8291  
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiff CONNIE PARKS

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

CONNIE PARKS, an individual, on behalf of  
herself, and on behalf of all persons similarly  
situated,

Plaintiff,

v.

NORTHWEST INVESTMENT CO., an  
unknown business entity; EUREKA NATURAL  
FOODS - MCKINLEYVILLE, an unknown  
business entity; EUREKA NATURAL FOODS,  
an unknown business entity; and DOES 1-50,  
Inclusive,

Defendants.

Case No. CV2300552

[Complaint Filed: April 6, 2023]

~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT

Date: July 22, 2024  
Time: 10:30 a.m.

Judge: Hon. John Feeney  
Department: 4

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1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter having come before the Honorable John Feeny of the Superior Court of the State of  
3 California, in and for the County of Humboldt, at 10:30 a.m. on July 22, 2024, with the attorneys from  
4 the JCL Law Firm, APC and Zakay Law Group, APLC as counsel for Plaintiff CONNIE PARKS  
5 ("Plaintiff"), counsel from Janssen Malloy LLP appearing for Defendants NORTHWEST  
6 INVESTMENT CO., EUREKA NATURAL FOODS – MCKINLEYVILLE, and EUREKA  
7 NATURAL FOODS (collectively "Defendants"). The Court, having carefully considered the briefs,  
8 argument of counsel and all the matters presented to the Court, and good cause appearing, hereby  
9 GRANTS Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action  
12 Claims and Release of Claims ("Settlement Agreement" or "Agreement") a true and correct copy of  
13 which is attached hereto as Exhibit "1". This is based on the Court's determination that the Settlement  
14 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of  
15 the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms  
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that  
19 Defendants shall pay is One Million One Hundred Thousand Dollars and Zero Cents (\$1,100,000.00).  
20 It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate,  
21 and reasonable as to all potential Class Members when balanced against the probable outcome of further  
22 litigation relating to certification, liability, and damages issues. It further appears that investigation and  
23 research have been conducted such that counsel for the Parties are able to reasonably evaluate their  
24 respective positions. It further appears to the Court that settlement at this time will avoid substantial  
25 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further  
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of  
27 intensive, serious, and non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has  
2 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds  
3 that the monetary settlement awards made available to the Class Members are fair, adequate, and  
4 reasonable when balanced against the probable outcome of further litigation relating to certification,  
5 liability, and damages issues.

6 5. The Agreement specifies for Attorneys' Fees awarded to Class Counsel in the amount of  
7 up-to one-third of the Gross Settlement Amount for attorneys' fees, currently estimated to be Three  
8 Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars and Sixty Seven Cents (\$366,666.67) *and*  
9 an award of Attorneys' Expenses not to exceed Twenty Five Dollars and Zero Cents (\$25,000.00), and  
10 proposed Service Award to the Class Representative, Connie Parks, in an amount not to exceed Ten  
11 Thousand Dollars and Zero Cents (\$10,000.00). While these awards appear to be within the range of  
12 reasonableness, the Court will not approve the Attorneys' Fees, Attorneys' Expenses, or the Service  
13 Award, until the Final Approval Hearing. Class Counsel and the Class Representative will be required  
14 to present evidence supporting these requests, including lodestar, prior to final approval.

15 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of  
16 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other  
17 proceeding should this Settlement not become final. For settlement purposes only, the Court  
18 conditionally certifies the following Class:

19 All non-exempt employees who are or previously were employed by  
20 Defendants NORTHWEST INVESTMENT CO., EUREKA NATURAL  
21 FOODS – MCKINLEYVILLE, and EUREKA NATURAL FOODS and  
22 performed work in California during the period from April 6, 2019 to April  
23 20, 2024.

24 7. The Court concludes that, for settlement purposes only, the Class meets the requirements  
25 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class  
26 Members are ascertainable and so numerous that joinder of all members of the Class Members is  
27 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
28 community of interest amongst the Class Members with respect to the subject matter of the litigation;

1 (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class  
2 Representative will fairly and adequately protect the interests of the Class Members; (e) a class action  
3 is superior to other available methods for the efficient adjudication of this controversy; and (f) Class  
4 Counsel are qualified to act as counsel for the Class Representative in her individual capacity and as the  
5 representative of the Class Members.

6 8. The Court provisionally appoints plaintiff Connie Parks as the representative of the Class  
7 Members.

8 9. The Court provisionally appoints the attorneys of the JCL LAW FIRM, APC, and of  
9 ZAKAY LAW GROUP, APLC, as Class Counsel for the Class Members.

10 10. The Court hereby approves, as to form and content, the proposed Notice Packet attached  
11 to the Agreement as **Exhibit "A"**. The Court finds that the Notice Packet appears to fully, and accurately  
12 inform the Class Members of all material elements of the proposed Settlement, including Class  
13 Members' right to be excluded from the Class by submitting a written request for exclusion, and of each  
14 Class Member's right and opportunity to object to the Settlement. The Court further finds that the  
15 distribution of the Notice Packet substantially in the manner and form set forth in the Agreement and  
16 this Order meets the requirements of due process, is the most reasonable notice under the circumstances,  
17 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing  
18 of the Notice Packet by first class mail, pursuant to the terms set forth in the Agreement.

19 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. Within  
20 ten (10) calendar days of this order, Defendants shall provide, to the Settlement Administrator the Class  
21 Data, including information regarding Class Members that Defendants will in good faith compile from  
22 their records, including each Settlement Class Member's full name; last known address; Social Security  
23 Number; start dates and end dates of employment. No later than twenty-one (21) calendar days after the  
24 entry of this order, the Settlement Administrator shall mail the Notice Packet to all identified, potential  
25 Class Members via first class U.S. Mail using the most current mailing address information available.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the  
27 Settlement of the Released Claims. Any Class Member may individually choose to opt out of and be  
28 excluded from the Settlement of the Released Claims as provided in the Notice Packet by following the

1 instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the  
2 Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is  
3 forty-five (45) calendar days after the date the Notice Packet is mailed to the Class Members or, in the  
4 case of a re-mailed Notice, not more than fifteen (15) calendar days after the original Response Deadline.  
5 Any such person who chooses to opt out of and be excluded from the Settlement of the Released Claims  
6 will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by  
7 the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not  
8 requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A  
9 request for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of  
10 a group, class, or subclass of individuals is not permitted and will be deemed invalid.

11 13. Any Class Member who has not opted out may appear at the final approval hearing and  
12 may object or express the Class Member's views regarding the Settlement and may present evidence and  
13 file briefs or other papers that may be proper and relevant to the issues to be heard and determined by  
14 the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the  
15 Settlement Administrator mails the Notice Packets to postmark their written objections to the Settlement  
16 Administrator.

17 14. A final approval hearing shall be held before this Court on **December 6, 2024 at 10:30**  
18 **AM** in Department 4 of the Humboldt County Superior Court to determine all necessary matters  
19 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and  
20 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved  
21 by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of  
22 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class  
23 Members; and to finally approve the Attorneys' Fees, Attorneys' Expenses, Service Award, the PAGA  
24 Payment, and the Claims Administration Expenses. All papers in support of the motion for final  
25 approval and the motion for Attorneys' Fees, Attorneys' Expenses and Service Award shall be filed with  
26 the Court and served on all counsel no later than sixteen (16) court days before the hearing.

27 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall  
28 be construed as a concession or admission by Defendants in any way, and shall not be used as evidence

1 of, or used against Defendants as, an admission or indication in any way, including with respect to any  
2 claim of any liability, wrongdoing, fault or omission by Defendants or with respect to the truth of any  
3 allegation asserted by any person. Whether or not the Settlement is finally approved, neither the  
4 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor  
5 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,  
6 received as or deemed to be evidence for any purpose adverse to the Defendants, including, but not  
7 limited to, evidence of a presumption, concession, indication or admission by Defendants of any  
8 liability, fault, wrongdoing, omission, concession or damage.

9 16. In the event the Settlement does not become effective in accordance with the terms of the  
10 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become  
11 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties  
12 shall revert to their respective positions as of before entering into the Agreement. In such an event, the  
13 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used,  
14 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the  
15 Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

16 17. The Court reserves the right to adjourn or continue the date of the final approval hearing  
17 and all dates provided for in the Agreement without further notice to Class Members and retains  
18 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.  
19

20 IT IS SO ORDERED.

21  
22 Dated: 7/26/2024

*Timothy A. Carrington* for Hon. J. Feeney

JUDGE OF THE SUPERIOR COURT

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24 **Timothy A. Carrington**  
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