

FILED

BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF NEVADA

01/20/2026

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF NEVADA**

16 AMANDA POWELL, individually, and on
 17 behalf of other members of the general public
 similarly situated and on behalf of other
 18 aggrieved employees pursuant to the California
 Private Attorneys General Act;

19 Plaintiff,

20 vs.

21 BRIARPATCH COOPERATIVE OF
 22 NEVADA, INC., a California corporation;
 BRIARPATCH FOOD CO-OP, an unknown
 23 business entity; NEVADA COUNTY
 BRIARP, an unknown business entity; and
 24 DOES 1 through 100, inclusive,

25 Defendants.

Case No. CU0001207

[PROPOSED] ORDER GRANTING FINAL APPROVAL

Date: December 19, 2025

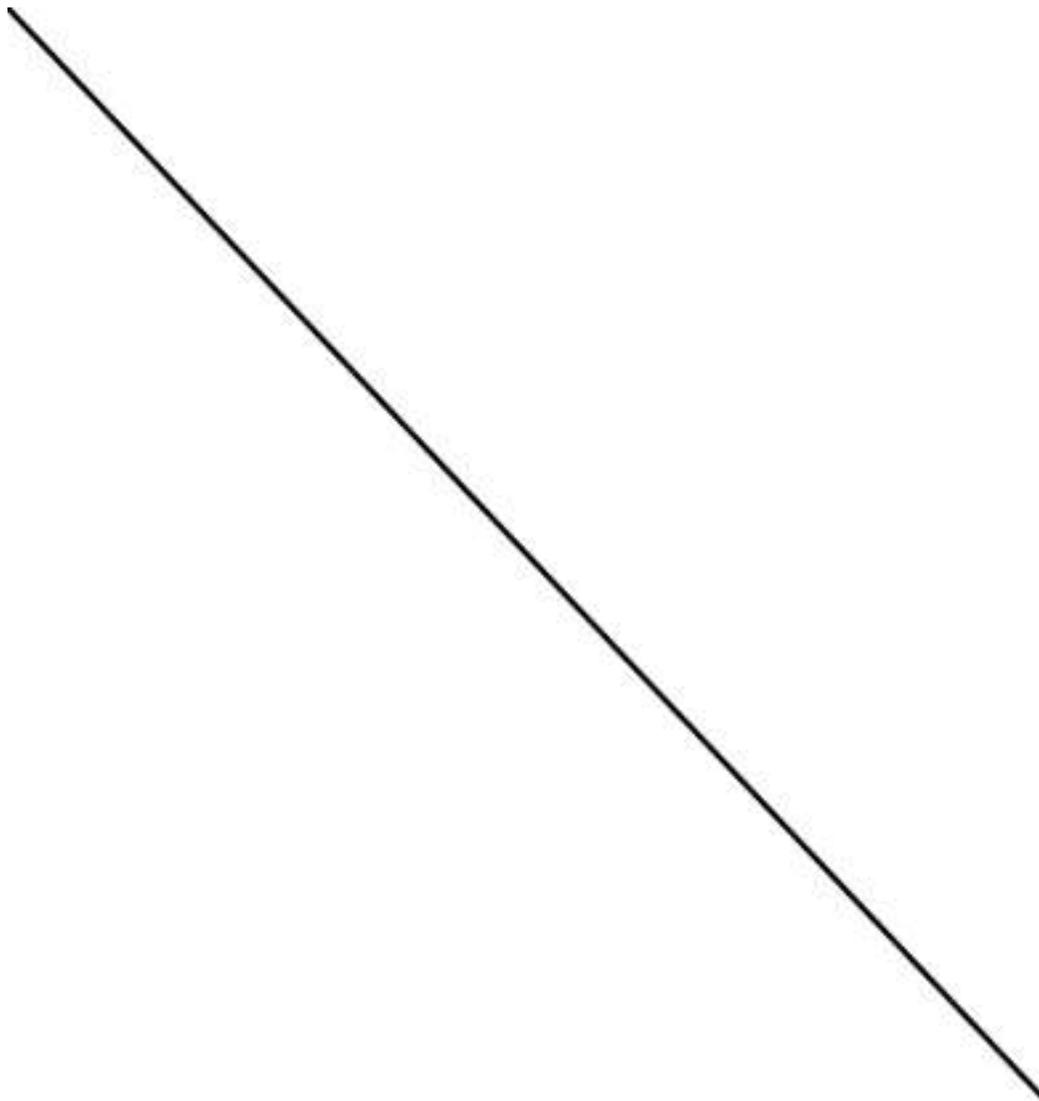
Time: 10:00 a.m.

Judge: Hon. 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 Notice of final judgment will be given to class members by posting of the Notice of
9 this Final Approval Order and Judgment on the administrator's website for 90 days. California Rules
10 of Court, Rule 3.771(b). Final status hearing regarding accounting and distribution of the settlement
11 funds is set on 2/19/2027 at 10am. Plaintiff will be required to timely submit its report of compliance
12 before the final status hearing.

13 Counsel are directed to prepare and submit an order reflecting this tentative ruling,
14 including the other findings contained in Plaintiff's previously submitted proposed order. That order
15 must reflect the agreed-upon date for the final status hearing, which will be determined at the
16 hearing.

17 **FACTUAL BACKGROUND**

18 On or about February 5, 2024, Plaintiff commenced the present action alleging
19 various claims against Defendants both as an individual and as a class action and a representative
20 action under the Private Attorney General Act ("PAGA"). The Complaint alleges causes of action
21 for all of the following: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
22 (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3)
23 Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of
24 California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of
25 California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California
26 Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor
27 Code 226(a) (Non-compliant Wage Statements); (8) Violation of California Labor Code 1174(d)
28 (Failure to Keep Requisite Payroll Records); (9) Violation of California Labor Code §§ 2800 and

1 2802 (Unreimbursed Business Expenses); (10) Violation of California Business & Professions Code
2 §§ 17200 et seq.; and (11) Violation of California Labor Code § 2698 et seq. (California Labor Code
3 Private Attorneys General Act of 2004). Defendants allegedly: failed to include non-discretionary
4 compensation into the regular rate of pay for purposes of calculating overtime, meal period
5 premiums, and sick pay compensation; failed to provide legally compliant meal and rest periods;
6 failed to pay for all hours worked; and failed to reimburse for necessary business expenses.

7 Plaintiff now seeks final approval of their settlement agreement in the amount of
8 \$982,500.00, which will be subject to deductions for attorneys' fees and costs, class incentive
9 payment, payment to the Labor and Workforce Development Agency, and payment to the settlement
10 administrator.

11 ANALYSIS

12 California Rules of Court, Rule 3.769(a) mandates court approval for the dismissal,
13 compromise, or settlement of a state class action case. The approval procedure has three distinct
14 steps: (1) preliminary settlement; (2) dissemination of notice to class members; and (3) the final
15 settlement approval hearing. The present motion concerns the final step.

16 1. Settlement Class Certification

17 Code of Civil Procedure section 382 has two minimum requirements to sustain a
18 class action: (1) an "ascertainable" class; and (2) a well-defined "community of interest" in
19 questions of law and fact. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1806; see also *Sav-*
20 *On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326.

21 As to the first element, for a class to be "ascertainable," it must be sufficiently
22 numerous such that it would be impractical to bring them all before the Court. *Richmond v. Dart*
23 *Industries, Inc.* (1981) 29 Cal.3d 462, 470. It also requires class members to be readily and easily
24 identifiable. *Archer v. United Rentals, Inc.* (2011) 195 Cal.App.4th 807, 828.

25 The second element – the existence of a well-defined "community of interest" –
26 embodies three separate factors: (1) predominant common questions of law or fact; (2) the class
27 representative has claims or defenses typical of class members; and (3) the class representative can
28 adequately represent the class. *Richmond*, 29 Cal.3d at 470. The standards for satisfying this

1 standard vary based on whether the class being certified is a settlement class or a litigation class. A
2 settlement class, which is at issue here, is held to a lower standard of scrutiny. *Global Minerals &*
3 *Metals Corp. v. Superior Court* (2003) 113 Cal.App.4th 836, 859; *Dunk*, 48 Cal.App.4th at 1807.

4 At bar, the class is comprised of seven hundred eleven (711) individuals defined as
5 “all individuals who are or were employed by Defendants as non-exempt employees in the State of
6 California during the Class Period. Plaintiff was employed by Defendants as a non-exempt
7 employee, from approximately August of 2021 to January of 2023.” Motion, 2:16-19. In connection
8 with the motion for preliminary approval, Plaintiff indicated the class contained six hundred
9 seventy-five (675) Class Members and four hundred forty-two (442) Aggrieved

10 Employees, and the Class Period was the “period of time from February 5, 2020,
11 until June 30, 2024”. Agreement, ¶¶ 3, 7.

12 Given the foregoing, the Court finds the proposed class, as previously approved, is
13 ascertainable, sufficiently numerous, and readily identifiable. The Court also finds there is a well-
14 defined “community of interest.” Therefore, the Court confirms that this action is properly certified
15 as a class action on behalf of the settlement class.

16 2. The Settlement

17 a. The Legal Standard

18 With respect to the settlement, it is “the Court that bears the responsibility to ensure
19 that the recovery represents a reasonable compromise, given the magnitude and apparent merit of
20 the claims being released, discounted by the risks and expenses of attempting to establish and collect
21 on those claims by pursuing litigation.” *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
22 116, 129. The Court is effectively a “guardian of the class” and has “a fiduciary responsibility ...
23 [to safeguard] the rights of the absentee class members when deciding whether to approve a
24 settlement agreement.” *Id.* The Court may not give rubber-stamp approval, but must instead
25 “independently and objectively analyze the evidence and circumstances before it in order to
26 determine whether the settlement is in the best interests of those whose claims will be extinguished.”
27 *Id.* at 130.

28 b. Fairness and Reasonableness of the Settlement

1 As part of the Court’s approval process, the moving party must demonstrate that the
2 settlement is “fair, reasonable and adequate.” Dunk, 48 Cal.App.4th at 1801. This determination of
3 settlement fairness is ultimately left to the “broad discretion” of the reviewing trial court. Id. at 1801-
4 1802; see also Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 234.

5 In making its assessment, the Court considers the factors outlined in Dunk v. Ford
6 Motor Co. (1996) 48 Cal.App.4th 1794, including, but not limited to: (1) the strength of plaintiffs’
7 case; (2) the risk, expense, complexity, and the likely duration of further litigation; (3) the risk of
8 maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of
9 discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7)
10 the presence (or lack thereof) of a governmental participant; and (8) the reaction of the class
11 members to the proposed settlement. Id. at 1803.

12 At the time of final approval, the Court also assesses whether the PAGA portion of
13 the settlement is “fair, reasonable, and adequate in view of PAGA’s purposes to remediate present
14 labor law violations, deter future ones, and to maximize enforcement of state labor laws.” Moniz v.
15 Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 64-65.

16 Plaintiff asserts that prior to arriving at the settlement the parties thoroughly
17 investigated the facts relating to the class and PAGA claims and engaged in a review of the related
18 legal principles. Lapuyade Decl. ISO Final Approval, ¶¶ 23-30. Plaintiff contends that an exchange
19 of informal discovery occurred in connection with mediation and that Defendant provided data
20 pertaining to the putative class members, including time, payroll, policy records, data regarding the
21 number of Class Members, workweeks, and average rates of pay. Ibid.

22 Based on the class data provided by Defendant, Plaintiff estimates that Defendant
23 would face potential liability of approximately \$3,000,000.00 for the class claims if Plaintiff were
24 to prevail at trial. Lapuyade Decl. ISO Final Approval, ¶ 41. Plaintiff calculated the final Settlement
25 Class of 711 Settlement Class Members who worked a total of 41,665 Compensable Workweeks
26 during the Class Period, but notes analysis for the complete data set showed a higher number of
27 compensable workweeks than estimated by the request for preliminary approval, resulting in a
28 truncation of the class period. Apex Dec., ¶ 15; Lapuyade Decl. ISO Final Approval, ¶ 20.

1 The Parties engaged in two full days of mediation on November 11, 2024 and
2 December 2, 2024, with mediator Brandon McKelvey, Esq.. The second mediation concluded with
3 a settlement with the assistance of Mr. McKelvey Lapuyade Decl., ISO Final Approval ¶ 31; St.
4 John Decl. ISO Final Approval, ¶ 7.

5 As to risks, expenses, complexity, liability, and further duration, Plaintiff indicates a
6 belief that Defendants’ maximum possible liability exposure of approximately \$3 million, excluding
7 PAGA penalties, “represents approximately 33.33% of Defendants’ class-wide liability exposure.”
8 Lapuyade Decl., ISO Final Approval ¶ 41. Plaintiff acknowledges Defendant may have viable
9 factual and legal defenses to its claims and notes that the proposed settlement amount was arrived
10 at with such considerations in mind. Id. at ¶ 46. Plaintiff also acknowledges possible issues related
11 to possible class certification, as well as inevitable post-trial motions and appeals. Id. at ¶ 47.

12 In connection with the fairness determination, the Court also notes that there have
13 not been any requests for exclusion, notices of objection, or class count disputes. Apex Decl., ¶¶ 11-
14 12.

15 For all the foregoing reasons, the Court finds that the settlement is “fair, reasonable,
16 and adequate” within the meaning of Dunk and Kullar.

17 3. Attorney’s Fees and Costs

18 There are two primary methods for determining whether attorneys’ fees are “fair and
19 reasonable” in the context of class action litigation: (1) the percentage method; or (2) the lodestar
20 method. Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 506. The former method is most
21 appropriate when the settlement amount is clearly defined. Id. at 503-504; see also Lealao v.
22 Beneficial Cal., Inc. (2000) 82 Cal.App.4th 19, 49. The trial court also can provide a “lodestar cross-
23 check” to further confirm reasonableness. Laffitte, 1 Cal.5th at 503. Ultimately, however, it is left
24 to the trial court’s sound discretion as to which method to employ in assessing reasonableness. Id.
25 at 506.

26 Plaintiff’s class counsel seeks approval of attorneys’ fees in the amount of up to
27 \$367,500.00, comprised of \$327,500 for attorneys’ fees and up to \$40,000 for reimbursable
28

1 litigation costs (approximately one third of the total recovery). Lapuyade Decl. ISO Counsel Award,
2 ¶¶ 7-8, 17. See e.g., Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 67, fn. 11.

3 As to the attorney’s fees, Counsel indicates that at present approximately 303 hours
4 have been expended by class counsel in this matter. Lapuyade Decl. ISO Counsel Award, ¶¶ 47-50;
5 St. John Decl. ISO Counsel Award, ¶¶ 10-12; Zakay Decl. ISO Counsel Award, ¶ 3. Counsel
6 anticipates an additional 20-30 hours will be necessary to finalize the settlement, including attending
7 the hearing on final settlement approval, administering the settlement, filing post distribution
8 settlement declarations, and drafting an amended judgment. Supporting declarations and detailed
9 summaries of tasks have been filed in support of this request by Attorneys Jean-Claude Lapuyade,
10 Shani O. Zakay, and Brian J. St. John. In applying a lodestar cross-check, counsel declares the
11 lodestar to date is \$238,780.00, exclusive of costs, with work remaining, and thus the requested
12 attorneys’ fees of \$327,500.00 are equal to Class Counsel’s lodestar with a multiplier of 1.37.
13 Lapuyade Decl. ISO Counsel Award, ¶¶ 47-52.

14 Once the lodestar has been calculated, the Court may, as requested, adjust it through
15 use of a multiplier “based on consideration of factors specific to the case, in order to fix the fee at
16 the fair market value for the legal services provided.” Ketchum v. Moses (2001) 24 Cal.4th 1122,
17 1135. Contingent risk alone may justify a lodestar enhancement. Sonoma Land Trust v. Thompson
18 (2021) 63 Cal.App.5th 978, 988; see also Ketchum, 24 Cal.4th at 1138.

19 At bar, no adjustment of the fee is requested.

20 Given the above, the Court finds the hours worked, the rates of compensation, and
21 the proposed lodestar multiplier are all reasonable and supported by the accompanying declarations.
22 As to the requested costs, the amount is less than the amount for which preliminary approval was
23 granted and is adequately supported.

24 Accordingly, the requests for attorneys’ fees and costs are approved as prayed.

25 4. Payment to Class Representative

26 “[I]t is established that named plaintiffs are eligible for reasonable incentive
27 payments to compensate them for the expense or risk they have incurred in conferring a benefit on
28 other members of the class.” Munoz v. BCI Coca-Cola Bottle Co. of Los Angeles (2010) 186

1 Cal.App.4th 399, 412; see also Clark v. American Residential Services LLC (2009) 175 Cal.App.4th
2 785, 806-807. Those incentive payments, however, may not be summarily granted without due
3 regard to the provided evidence; the propriety of such payments is to be assessed on the evidence
4 presented in the competent declarations in support thereof. See Clark, 175 Cal.App.4th at 806-807.

5 Here, proposed class representative, Amanda Powell, has provided an additional
6 declaration with the motion for final approval attesting to her involvement and the work she has
7 performed on the case. Powell Decl. ISO Final Approval, ¶¶ 6, 11, 13. The \$10,000 payment
8 requested is reasonable and is granted as prayed.

9 5. Class Administrator

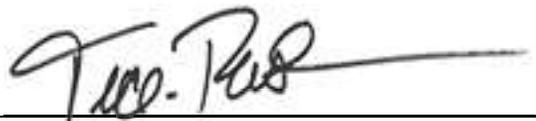
10 The Court previously authorized an estimated payment of no more than \$9,990.00 to
11 the approved settlement administrator, Apex Class Action, LLC (“Apex”). Apex is tasked with
12 sending class notices and generally administering this settlement. The Court is in receipt of a
13 declaration from Apex case manager, Madely Nava, which contains a detailed description of Apex’s
14 activities in connection with this administration. See generally Apex Declaration. Apex asserts its
15 comprehensive fees and costs for administering the Settlement, both incurred and anticipated, is
16 \$9,990.00. Apex Decl., ¶ 19. Class administrator fees are approved in the amount of \$9,990.00,
17 subject to Apex filing a detailed breakdown of costs.

18 6. PAGA Penalties

19 The proposed settlement includes a good faith PAGA Payment of \$50,000, which is
20 approximately 5.1% of the Maximum Settlement Fund. Lapuyade Decl. ISO Final Approval, ¶
21 Notice of the settlement and payment was given to the Labor and Workforce Development Agency
22 (LWDA), noting 75% of the payment will be paid to LWDA and 25% distributed to the PAGA
23 Covered Employees. LWDA did not register an objection. Id. Therefore, the proposed PAGA
24 payment is approved as prayed.

25 **IT IS SO ORDERED.**

26 DATED: January 20, 2026



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