

FILED
Clerk of the Superior Court

JUN 21 2023

By: N. Calantoc, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

ANA SANTANA, individually and on behalf of
all similarly situated current and former and/or
aggrieved employees of DEFENDANTS in the
State of California,

Plaintiff,

v.

HARBOR FOODS, INC., HARBOR FOODS
#2, INC., HARBOR FOODS #3, INC.,
HARBOR FOODS #4, INC. and DOES 1
THROUGH 50, inclusive,

Defendants.

Case No.: 37-2020-00026743-CU-OE-CTL

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

[[IMAGED FILE]]

Date: April 21, 2023

Time: 9:00 a.m.

Judge: Hon. James A. Mangione

Dept: C-75

Complaint Filed: July 30, 2020

Trial Date: None Set

Plaintiffs' Motion for Preliminary Approval of Class and PAGA Action Settlement came before this Court on April 21, 2023. The Court, having considered the proposed Joint Stipulation for Class Action and Representative Action Settlement and Release (the "Settlement Agreement"), Plaintiffs' Unopposed Motion for Preliminary Approval of Class and PAGA Action Settlement, and all papers filed in support, **HEREBY ORDERS THE FOLLOWING:**

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

1 Agreement, which is attached hereto as **Exhibit A**.

2 2. It appears to the Court on a preliminary basis that the terms of the Settlement
3 Agreement are fair, adequate, and reasonable. It appears to the Court that investigation and research
4 have been conducted such that counsel for the Parties are at this time able to reasonably evaluate their
5 respective positions. It further appears to the Court that settlement, at this time, will avoid substantial
6 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
7 further prosecution of the Action. It further appears that the Settlement Agreement has been reached as
8 the result of intensive, serious and non-collusive, arms-length negotiations.

9 3. The Court preliminarily finds that the terms of the Settlement Agreement appear to be
10 within the range of reasonableness of a settlement that could ultimately be given final approval by this
11 Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the
12 Settlement and preliminarily finds that the monetary settlement awards made available to all Class
13 Members are fair, adequate, and reasonable when balanced against the probable outcome of further
14 litigation relating to liability and damages issues.

15 4. The Court hereby conditionally certifies the following Settlement Class for settlement
16 purposes only:

17 “All current and former non-exempt employees who worked for Defendants in
18 California from April 6, 2016 to December 31, 2022 and have not already released
19 their claims with Defendants through a Settlement Agreement (or if any such person
20 is incompetent, deceased, or unavailable due to military service, the person’s legal
21 representative or successor in interest evidenced by reasonable verification).”

22 5. The Court preliminarily approves the appointment of Plaintiffs Ana Santana and Maria
23 Gomez as Class Representatives.

24 6. The Court preliminarily approves the appointment of Plaintiffs’ Counsel GrahamHollis
25 APC and Gaines & Gaines, APLC as Class Counsel. Class Counsel is authorized to act on behalf of
26 Class Members with respect to all acts or consents required by, or which may be given pursuant to, the
27 Settlement Agreement, and such other acts reasonably necessary to consummate the Settlement
28 Agreement. Any Class Member may enter an appearance through counsel of such individual’s own

1 choosing and at such individual's own expense. Any Class Member who does not enter an appearance
2 or appear on his or her own will be represented by Class Counsel.

3 7. The Court preliminarily approves the definition and disposition of the Gross Settlement
4 Amount of \$500,000, on a non-reversionary basis, which is inclusive of: (1) all payments to the
5 Settlement Class Members; (2) the Class Representatives Service Award of \$17,500 to Plaintiffs
6 (\$7,500.00 for Ana Santana and \$10,000.00 for Maria Gomez); (3) Class Counsel's attorney's fees in
7 the amount of up to 35 percent of the Gross Settlement Amount (\$175,000) and actual litigation costs
8 not to exceed \$28,000; (4) the PAGA Payment of \$20,000, of which \$15,000 (or 75%) will be paid to
9 the California Labor and Workforce Development Agency and the remainder will be allocated to the
10 PAGA Employees, which are those Class Members who worked for Defendant from April 6, 2019 to
11 December 31, 2022.

12 8. The value of any uncashed checks shall be paid to the Controller of the State of
13 California to be held in the name of the Settlement Class Member pursuant to the Unclaimed Property
14 Law.

15 9. The Court approves the form and content of the Notice of Class Action Settlement, in
16 substantially the form attached to the Settlement Agreement as **Exhibit B** and finds that the proposed
17 method of disseminating the Class Notice to the Class meets all the due process requirements, provides
18 the best notice practicable under the circumstances, and constitutes due and sufficient notice to all Class
19 Members.

20 10. The Court approves the retention of ILYM Group, Inc., ("ILYM") as the Settlement
21 Administrator and hereby directs ILYM to provide the approved Class Notice to Class Members and
22 administer the Settlement in accordance with the procedures described in the Settlement Agreement and
23 the Implementation Schedule set forth below.

24 11. In the event the Settlement does not become effective in accordance with the terms of
25 the Settlement Agreement, or the Settlement is not finally approved, is terminated, cancelled or fails to
26 become effective for any reason, this Order shall be rendered null and void and shall be vacated, and
27 the Parties shall revert to their respective positions as of the commencement of the litigation.

28 12. The Court orders the following implementation schedule for further proceedings:

EVENT	DEADLINE
Preliminary Approval Date	TBD
Deadline for Defendants to provide the Settlement Administrator with the Class List and the information necessary to calculate the Compensable Workweeks	Within ten (10) calendar days after the Court grants Preliminary Approval
Deadline for Settlement Administrator to mail the Class Notice to Class Members.	Within ten (10) calendar days after receiving the Class List from Defendant.
Deadline for Class Members to submit any objection to the Settlement Agreement or request exclusion from the Settlement Class ("Response Deadline").	Forty-five (45) calendar days from the initial mailing of the Notice to the Class Members, except the deadline will be extended by (10) calendar days for any Class Member who is re-mailed the Notice.
Deadline for the Settlement Administrator to provide a declaration attesting to the completion of the Notice process and number valid requests for exclusion.	No later than twelve (12) calendar days before the Final Approval Hearing.
Deadline for Class Counsel to file Motion for Final Approval of Class Action Settlement and Award of Attorney's Fees, Costs, and Class Representative Service Awards	No later than ten (10) calendar days before the Final Approval Hearing
Final Approval Hearing	<u>10/06/23 at 9:00 am.</u> The Parties propose a date approximately 90 days after entry of this Order

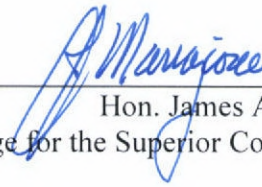
13. The Court hereby sets a hearing date for Plaintiff's Motion for Final Approval of Class Action Settlement and Award of Attorney's Fees, Costs, and Class Representative Service Awards on 10/06/23 at 9:00 am in Department 75 of this Court.

14. The Court reserves the right to adjourn or continue the date of the final approval

1 hearing and all dates provided for in the Settlement Agreement without further notice to Class
2 Members, and retains jurisdiction to consider all further applications arising out of or connected with
3 the proposed Settlement.

4
5 **IT IS SO ORDERED.**

6 Dated: **6.21.23**



Hon. James A. Mangione
Judge for the Superior Court of San Diego County