

FILED
Clerk of the Superior Court

OCT 06 2023

By: Y. Mapula, Deputy

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

ANA SANTANA, individually and on behalf of
all similarly situated and 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.

MARIA GOMEZ, on behalf of herself and all
"aggrieved employees" pursuant to Labor Code §
2698 et seq.,

Plaintiff,

v.

HARBOR FOODS #3, a Colorado corporation,
and DOES 1 through 10, inclusive,

Defendants.

Lead Case No.: 37-2020-00026743-CU-OE-CTL
Case No. 37-2020-00020125-CU-OE-CTL

~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT AND
APPLICATION FOR ATTORNEYS' FEES
AND COSTS

[IMAGED FILE]

Date: October 6, 2023

Time: 9:00 a.m.

Judge: Hon. James A. Mangione

Dept: C-75

Complaint Filed: July 30, 2020

Trial Date: None Set

~~PROPOSED~~ ORDER AND JUDGMENT

This matter has come before the Honorable James A. Mangione in Department C-75 of the San Diego County Superior Court located at 330 W Broadway, San Diego, California, 92101, on Plaintiffs Ana Santana and Maria Gomez's ("Plaintiffs") Motion for Final Approval of Class and PAGA Action Settlement, and Plaintiffs' Application for Attorneys' Fees and Costs (together, "Plaintiffs' Motion for Final Approval") pursuant to California Rules of Court, Rule 3.769 and Labor Code sections 2698 *et seq.*

On June 21, 2023, the Court granted Plaintiffs' Unopposed Motion for Preliminary Approval of Class and PAGA Action Settlement and entered an Order in accordance therewith.

Having duly considered all papers, evidence and oral arguments in this matter to date, including Plaintiffs' Motion for Final Approval and good cause appearing, the Court ORDERS as follows:

1. This Order shall incorporate the parties' Stipulation for Class and PAGA Action Settlement ("Settlement Agreement") and to the extent that the terms are defined in the Settlement Agreement, all defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

2. This Court has jurisdiction over the claims asserted in this Action and personal jurisdiction over Plaintiffs, Defendants, and the members of the Settlement Class, as defined in the Settlement Agreement.

3. The Court finds that the applicable requirements of the California Code of Civil Procedure § 382 and California Rules of Court, Rule 3.769 have been satisfied with respect to the Settlement Class and the Settlement. The Court makes final its earlier provisional certification of the following Settlement Class for purposes of settlement only.

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

The Court also confirms the following appointments: Plaintiffs Ana Santana and Maria Gomez as Class Representatives; Graham Hollis, APC and Gaines & Gaines, APLC, as Class Counsel; and

1 ILYM Group, Inc. as the Settlement Administrator.

2 4. The Court finds that the Notice of Proposed Class Action Settlement that was approved
3 on June 21, 2023 and transmitted to the Settlement Class fully and accurately informed the members of
4 the Settlement Class of all material elements of the settlement, including their opportunity to request
5 exclusion from the Settlement or object to the Settlement; was the best notice practicable under the
6 circumstances; was valid, due and sufficient notice to all members of the Settlement Class; and complied
7 fully with the laws of the state of California, the United States Constitution, due process, rule 3.766 of
8 the California Rules of Court, and all other applicable laws.

9 5. Based on the declaration of Nicole Bench of ILYM Group, Inc., the Court finds that two
10 (2) Class Members submitted requests for exclusion, Maria Saenz and Shantelle Runningwolf are
11 deemed not part of the Settlement Class because they have submitted valid and timely requests for
12 exclusion.

13 6. Based on the declaration of Nicole Bench of ILYM Group, Inc., all papers filed in this
14 Action, and oral argument, the Court finds that none of the members of the Settlement Class has
15 objected to the terms of the Settlement.

16 7. In accordance with California law, the Court hereby GRANTS final approval of the
17 Settlement and finds it fair, reasonable and adequate, and in the best interest of the members of the
18 Settlement Class as a whole. Specifically, the Court finds that the Settlement was reached following
19 meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the result of
20 serious, informed, adversarial, and arm's-length negotiations between the parties and that the terms of
21 the Settlement are, in all respects, fair, adequate and reasonable. In so finding, the Court has considered
22 all of the evidence presented, including evidence regarding the strength of Plaintiffs' case; the risks,
23 expense, and complexity of claims presented; the likely duration of further litigation; the amount offered
24 in the Settlement; the extent of investigation and discovery completed; and the experience and views of
25 Class Counsel. The Court ORDERS and directs that the Settlement be effectuated in accordance with the
26 Parties' Settlement Agreement.

27 8. The Court finds that a full opportunity has been afforded to the members of the
28 Settlement Class to participate in the hearing on Plaintiffs' Motion for Final Approval, and all members

1 of the Settlement Class and other persons wishing to be heard, have been heard. The members of the
2 Settlement Class have had a full and fair opportunity to exclude themselves from the settlement.

3 9. Therefore, the Court ORDERS that pursuant to the Settlement Agreement, and as of the
4 date of this Order, all Settlement Class Members other than Excluded Class Members, will be deemed to
5 irrevocably waive, release, acquit and forever discharge the Released Parties from the Released Claims,
6 as defined in the Settlement Agreement.

7 10. The Release shall be fully binding on each and every Class Member, other than any
8 Excluded Class Members.

9 11. In accordance with California Labor Code § 2699(l)(2), the Court has reviewed the
10 Settlement Agreement as it relates to the allocation of civil penalties under the Private Attorneys
11 General Act of 2004 (codified in Labor Code §§ 2698 *et seq.*) The Court finds that the allocation of
12 \$20,000 in civil penalties for claims under the Private Attorneys General Act of 2004 is fair, reasonable
13 and appropriate. The Court GRANTS approval of the \$20,000 settlement of civil penalties for claims
14 under the Private Attorneys General Act of 2004.

15 12. Therefore, the Court ORDERS that pursuant to the Settlement Agreement, and as of the
16 date of this Order, all PAGA Employees will be deemed to irrevocably waive, release, acquit and forever
17 discharge the Released Parties from the PAGA Released Claims, as defined in the Settlement
18 Agreement.

19 13. The Court ORDERS that \$15,000.00 (75% of \$20,000) of the PAGA Award be paid to
20 the California Labor and Workforce Development Agency as required by statute.

21 14. The Court ORDERS that \$5,000.00 (25% of \$20,000) of the PAGA Award be for pro
22 rata distribution to PAGA Employees who worked during the PAGA Period, as defined by the
23 Settlement Agreement.

24 15. Defendants are ORDERED to fund the Gross Settlement Amount of \$500,000 within 45
25 calendar days of the Settlement Effective Date, by depositing the Gross Settlement Amount into a
26 Qualified Settlement Fund with the Settlement Administrator.

27 16. The Settlement Administrator is ORDERED to distribute the settlement funds in
28 accordance with the Settlement Agreement.

1 17. The Court finds that the cost of the administration of the Settlement is reasonable. The
2 Court awards and therefore ORDERS that the Settlement Administrator issue to ILYM Group, Inc.,
3 administration costs in the amount of \$16,950.00 for services performed and the costs incurred in the
4 administration of the Settlement.

5 18. The Court finds that the requested Class Representative Enhancement Awards totaling
6 \$17,500 to Plaintiffs Ana Santana and Maria Gomez are fair and reasonable for the work performed and
7 the risks associated with bringing this Action. The Court awards and thus ORDERS that the Settlement
8 Administrator issue a Class Representative Enhancement Award to Plaintiffs \$7,500.00 to Plaintiff Ana
9 Santana and \$10,000.00 to Plaintiff Maria Gomez. The Class Representative Enhancement Awards are
10 in addition to Plaintiffs' respective payments under the Settlement.

11 19. The Court finds that Class Counsel's request for attorneys' fees in the amount of
12 \$175,000.00 falls within the range of reasonableness and the result achieved justifies the award sought.
13 The Court awards and therefore ORDERS that the Settlement Administrator issue attorneys' fees in the
14 amount of \$175,000.00 to GrahamHollis, APC and Gaines & Gaines APLC, to be split in accordance
15 with the Class Counsel's Fee Sharing Agreement.

16 20. The Court finds that Class Counsel's request for litigation costs incurred in the amount of
17 \$22,514.48 falls within the range of reasonableness and the result achieved justifies the award sought.
18 The Court awards and thus ORDERS that the Settlement Administrator issue payment for litigation
19 costs incurred in the amount of \$22,514.48 to GrahamHollis, APC and Gaines & Gaines APLC.

20 21. An accounting summary regarding the distribution of the settlement funds and the status
21 of any unresolved issues shall be filed by January 5, 2024 A final accounting hearing regarding the
22 distribution of the settlement funds shall be held on January 12, 2024 at 9:45 a.m./p.m. in
23 Department C-75 of San Diego County Superior Court.

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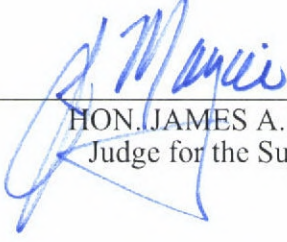
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22. Without affecting the finality of this Final Approval Order, the Court reserves continuing and exclusive jurisdiction over the parties to the Settlement, including Defendants, Plaintiffs, and Settlement Class Members, to administer, supervise, construe and enforce the Settlement in accordance with its terms.

IT IS SO ORDERED AND ADJUDGED.

Dated: 10/6/23



HON. JAMES A. MANGIONE
Judge for the Superior Court