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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 12 2023

BY 
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

ALEXIS AGAR-VALENCIA, individually
and on behalf of all others similarly situated,

Plaintiff,

vs.

PSL ASSOCIATES, LLC; and DOES 1
through 20, inclusive,

Defendant.

Case No. CIVSB2121606

Assigned for all purposes to:
Judge David Cohn, Dept. S26

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

**[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

1 This matter came on for hearing on June 12, 2023, on Plaintiffs Alexis Agar-Valencia and
2 Katrina Correale' s ("Plaintiffs" or "Class Representatives") unopposed Motion for Final Approval
3 of Class Action Settlement in this action on the terms set forth in the Joint Stipulation of Settlement
4 (the "Settlement Agreement"). Due and adequate Notice having been given to the members of the
5 Class, and the Court having considered the Settlement Agreement, all papers and proceedings held
6 herein, and all oral and written comments received regarding the proposed Settlement Agreement,
7 and having reviewed the entire record in this action, *Alexis Agar-Valencia v. PSL Associates, LLC*,
8 Case No. CIVSB2121606 ("the Action"), and good cause appearing, the Court finds that:

9 WHEREAS, Plaintiffs have alleged claims against Defendant PSL Associates, LLC
10 ("Defendant") on behalf of themselves and all hourly, non-exempt workers employed by Defendant
11 at its California terminal facilities at any time between September 28, 2016 through June 17, 2022;

12 WHEREAS, Plaintiffs assert class claims for: (1) Failure to Pay Minimum Wage; (2)
13 Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest
14 Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized
15 Wage Statements; (7) Failure to Pay All Wages Due Upon Separation of Employment; (8) Violation
16 of Business and Professions Code §§ 17200, et seq.; and (9) derivative PAGA claims;

17 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of
18 law alleged in this Action and further denies any liability whatsoever to Plaintiffs or to the Class
19 Members;

20 WHEREAS, without admitting any liability, claim or defense, the Parties determined that
21 it was mutually advantageous to settle this Action and avoid the costs, delay, uncertainty and
22 business disruption of ongoing litigation;

23 WHEREAS, this Court granted preliminary approval of the Stipulation of Class and PAGA
24 Action Settlement and Release of Claims in this Action on March 7, 2023 ("Preliminary Approval
25 Order");

26 WHEREAS, the Class Notice was sent to the Class Members in accordance with the
27 Preliminary Approval Order; and

28 WHEREAS, a final fairness hearing on the proposed Settlement Agreement having been

1 duly held and a decision reached,

2 NOW, therefore, the Court GRANTS final approval of the Settlement Agreement, and IT
3 IS HEREBY ORDERED THAT:

4 1. The Court has jurisdiction over the subject matter of this Action, Defendant, and the
5 Class Members.

6 2. The Court has determined that the Class Notice given to the Class Members fully
7 and accurately informed all Class Members of all material elements of the proposed Class
8 Settlement — including the plan of distribution of the Gross Settlement Amount, the PAGA
9 Payment, the application for Class Representative Enhancement Awards to Plaintiffs, the
10 application for Settlement Administrator payment, and the application for Class Counsels' Award
11 — constituted the best notice practicable under the circumstances, constituted valid, due and
12 sufficient notice to all Class Members, and complied fully with the California Code of Civil
13 Procedure section 382, and the California and the United States Constitutions, and any other
14 applicable laws.

15 3. The Court hereby grants final approval of the Settlement Agreement as fair,
16 reasonable and adequate in all respects to the Class Members pursuant to California Code of Civil
17 Procedure section 382, and orders the Parties and the Settlement Administrator to implement all
18 remaining terms of the Settlement Agreement pertaining to the distribution of the Gross Settlement
19 Amount and Net Settlement Amount in accordance with the terms of the Settlement Agreement.

20 4. The plan of distribution as set forth in the Settlement Agreement providing for the
21 distribution of the Net Settlement Amount to Participating Class Members is hereby finally
22 approved as being fair, reasonable, and adequate pursuant to California Code of Civil Procedure
23 section 382. The Court hereby gives final approval to and orders the payment of those amounts be
24 made to the Participating Class Members in accordance with the Settlement Agreement.

25 5. As previously held in the Court's Preliminary Approval Order, the Class for
26 settlement purposes is appropriate under California Code of Civil Procedure section 382 and related
27 case law and is defined as follows:

1 "All current and former non-exempt employees who are or were employed by Defendant in
2 California at any time between September 28, 2016 through June 17, 2022."

3 6. As previously held in the Court's Preliminary Approval Order, the Court appoints
4 Aegis Law Firm, PC as Class Counsel.

5 7. The Court hereby confirms Plaintiffs Alexis Agar-Valencia and Katrina Correale as
6 the Class Representatives in this Action.

7 8. The Court approves payment to the California Labor and Workforce Development
8 Agency in the amount of \$37,500.00 as the PAGA Payment, which shall be paid from, and not in
9 addition to, the Gross Settlement Amount. The Court hereby gives final approval to and orders that
10 the payment of that amount be paid in accordance with the Settlement Agreement.

11 9. The Court approves payment of the Class Representatives Enhancement Awards in
12 the amount of \$10,000.00 each to Plaintiffs for their service to the Class, which shall be paid from,
13 and not in addition to, the Gross Settlement Amount. The Court hereby orders the Administrator to
14 make this payment to the Plaintiffs/Class Representatives in accordance with the terms of the
15 Settlement Agreement.

16 10. The Court approves the payment of attorneys' fees in the amount of \$500,000.00 to
17 Class Counsel, which shall be paid from, and not in addition to, the Gross Settlement Amount. The
18 Court hereby orders the Settlement Administrator to make these payments in accordance with the
19 terms of the Settlement Agreement.

20 11. The Court also approves the additional payment of attorneys' costs in the amount of
21 \$ 26,436.63 to Class Counsel to reimburse them for their expenses, which shall be paid from, and
22 not in addition to, the Gross Settlement Amount. The Court hereby orders the Settlement
23 Administrator to make these payments in accordance with the terms of the Settlement Agreement.

24 12. The Court approves a payment of up to \$11,500 to the Settlement Administrator out
25 of the Gross Settlement Amount. The Court hereby gives final approval to and orders that the
26 payment of that amount in accordance with the Settlement.

27 13. Any checks for Individual Settlement Payments that are not cashed within 180 days
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1 shall be transmitted to the California State Controller Unclaimed Property Fund.

2 14. Each party shall bear his, her or its own costs and attorneys' fees, except as provided
3 in the Settlement Agreement and as set forth above in this Order and as set forth in any other Order
4 issued in response to the application by Class Counsel for an award of attorneys' fees, costs, and
5 expenses, which hearings took place concurrently with the hearing for this Order.

6 15. Upon entry of this Order and the accompanying Judgment, the claims in this Action
7 and the Released Claims of each Participating Class Member against Defendant, and against any
8 and all of the Released Parties as defined in the Settlement Agreement, are fully, finally, and forever
9 released, relinquished and discharged pursuant to the terms of the Settlement Agreement to the
10 maximum extent permitted by law.

11 16. Upon entry of this Order and the accompanying Judgment, all Participating Class
12 Members are hereby forever barred and enjoined from prosecuting the Released Claims against any
13 of the Released Parties as defined in the Settlement Agreement and as set forth in the Preliminary
14 Approval Order.

15 17. Each Participating Class Member is bound by this Order and the Judgment,
16 including, without limitation, the release of claims as set forth in the Settlement Agreement.

17 18. This Order, the Judgment, the Settlement Agreement, and all papers related thereto,
18 are not, and shall not be construed to be, an admission by Defendant of any liability, claim or
19 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim or
20 wrongdoing in this Action or in any other proceeding.

21 19. Without affecting the finality of this Order and the accompanying Judgment filed
22 herewith, the Court reserves exclusive and continuing jurisdiction over the Action, the Plaintiffs,
23 the Participating Class Members, and Defendant for the purposes of supervising the
24 implementation, enforcement, construction, and interpretation of the Settlement Agreement,
25 Preliminary Approval Order, distribution of the Gross Settlement Amount, the Final Judgment, and
26 this Order.

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IT IS SO ORDERED.

Dated: 6/12, 2023



THE HONORABLE DAVID COHN
SUPERIOR COURT JUDGE