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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

BRIANNA HALLOR, an individual, on
behalf of herself and on behalf of all
persons similarly situated,

Plaintiff,

v.

OS PACIFIC, LLC, a Limited Liability
Company; and DOES 1-50, Inclusive,

Defendant(s).

Case No. 37-2022-00000074-CU-OE-CTL

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND
JUDGMENT**

Date: December 9, 2022

Time: 1:30 p.m.

Judge: Timothy Taylor

Dept: C-72

Date Action Filed: January 3, 2022

Plaintiff Brianna Hallor's Motion for Approval of PAGA Settlement ("Motion") was heard on December 9, 2022. Having reviewed Plaintiff's Motion, the PAGA Settlement Agreement ("Settlement Agreement"), the papers, any arguments of counsel, and all other evidence and matters presented, and good cause appearing,

IT IS HEREBY ORDERED that Plaintiff's Motion for Approval of PAGA Settlement is **GRANTED** as follows:

1. This Order and Judgment incorporates the Settlement Agreement between Plaintiff Brianna Hallor ("Plaintiff"), on behalf of herself, other Aggrieved Employees, and the State of California, on the one hand, and OS Pacific, LLC ("Defendant"), on the other hand. This Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the action.

1 2. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
2 asserted in this action and is authorized to act as private attorney general with respect to the PAGA
3 claims being released under the terms of the Settlement Agreement. The California Labor
4 Workforce Development Agency was provided with notice of the settlement and the motion for
5 approval of the settlement via its online process, and no objection has been received to the settlement
6 or the motion from the Labor Workforce Development Agency.

7 3. The Court has considered the nature of the claims, the amount paid in settlement,
8 which is \$100,000.00 (“Gross PAGA Settlement Amount”), the allocation of settlement proceeds
9 among the Aggrieved Employees, and the fact that a settlement now will avoid substantial costs and
10 risks if the Parties were to continue to litigate the PAGA claims.

11 4. The Court hereby approves the terms set forth in the Settlement Agreement for
12 settlement of the PAGA claims and finds that the Settlement Agreement is, in all respects, fair,
13 adequate, and reasonable to those affected and is not unjust, arbitrary and oppressive, or
14 confiscatory. The Court also finds that the Settlement Agreement has been reached as a result of
15 extensive, non-collusive, arm’s length negotiations. The Court therefore approves the Settlement
16 as set forth in the Settlement Agreement and directs the Parties to effectuate the PAGA settlement
17 according to the terms set forth in the Settlement Agreement.

18 5. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are
19 admissions by the Released Parties of liability on any of the allegations alleged in the Action, nor is
20 this Order a finding of the validity of any allegations or of any wrongdoing by the Released Parties.

21 6. Pursuant to the terms of the Settlement Agreement, Defendant shall pay Plaintiff’s
22 Counsel for their reasonable attorney’s fees in an amount not to exceed one-third of the Total
23 Settlement Amount, currently estimated to be \$33,333.33, and actually incurred litigation costs not
24 to exceed \$12,000.00 to be paid from the Gross PAGA Settlement, as final payment for and
25 complete satisfaction of any and all attorney’s fees and costs arising out of the Action. Plaintiff’s
Counsel’s current litigation costs incurred to date are approximately \$7,159.16.

 7. Pursuant to the terms of the Settlement Agreement, Defendant shall pay ILYM
Group, Inc. for Administration Expenses in an amount not to exceed \$5,000.00 as compensation for

1 its fees and costs in administering this Settlement. This amount is to be paid from the Gross PAGA
2 Settlement Amount.

3 8. Pursuant to the terms of the Settlement Agreement and the Private Attorneys General
4 Act, Labor Code section 2698, *et seq.*, the remaining sum estimated at \$54,507.51 shall be allocated
5 seventy-five percent (75%) or \$40,880.63 to be paid to Labor and Workforce Development Agency,
6 and twenty-five percent (25%) or \$13,626.88 to be paid to all Aggrieved Employees according to
7 the method set forth in the Settlement Agreement for calculating PAGA Penalty Payments.
8 Individual Aggrieved Employee Payments shall be mailed no later than fourteen (14) calendar days
9 after the Funding Date.

10 9. Defendant will not be required to pay any additional or lesser amounts in connection
11 with the Settlement other than those amounts specifically set forth in the Settlement Agreement and
12 this Order.

13 10. If any Aggrieved Employee fails to negotiate their Individual Settlement Payment
14 check within one hundred and eighty (180) calendar days after issuance, the Administrator shall
15 forward the sums represented by the uncashed checks to the Children's Advocacy Institute.

16 11. This Judgement bars in a complete and final fashion all PAGA claims of non-exempt
17 employees who worked at OS PACIFIC, LLC at any time from September 22, 2020 to December
18 9, 2022 ("PAGA Period") against the Released Parties (defined as Defendant OS PACIFIC, LLC,
19 and any of its agents, officers, directors, employees, stockholders, members, parent corporations,
20 subsidiaries, affiliates, partners, alleged joint employers, predecessors and successors in interest,
21 insurers, and assigns of the foregoing) from any and all Released PAGA Claims including all PAGA
22 claims for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the California
23 Labor Code violations that are asserted in the LWDA Notice and operative complaint which include,
24 but are not limited to, civil penalties pursuant to Labor Code section 2699, *et seq.* for violations of
25 Labor Code sections §§ 201, 202, 203, 204 *et seq.*, 210, 218.6, 221, 226(a), 226.7, 227.3, 246 *et*
seq., 351, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2802, and all associated
statutes and applicable Industrial Welfare Commission Wage Orders during the PAGA Period. The
Released PAGA Claims do not include underlying Labor Code claims, claims for wrongful

1 termination, discrimination, unemployment insurance, disability, and workers' compensation, or
2 claims outside of the PAGA Period. The Released PAGA Claims do not include any claims that
3 cannot be released as a matter of law. Plaintiff, the Aggrieved Employees and the State of California
4 shall be deemed to have, and by operation of the Judgment on the Court's Order Approving the
5 PAGA Settlement, shall have fully, finally, and forever released, relinquished, and discharged each
6 and all of the Released Parties from the Released PAGA Claims. In no event shall the release of the
7 Released PAGA Claims in this Settlement Agreement release any individual claims of any
8 individuals.

9 12. The Court orders, adjudges, and decrees that Plaintiff, the Aggrieved Employees, the
10 LWDA, and any employee or other person acting as a private attorney general on the LWDA's
11 behalf, have released and forever discharged the Released Parties from the Released PAGA Claims
12 for the PAGA Period, and shall take nothing from the Released Parties except as expressly set forth
13 in the Settlement Agreement filed in conjunction with Plaintiff's Motion for Approval of PAGA
14 Settlement.

15 13. The releases set forth herein will take effect on the date that Defendant fully funds
16 the settlement.

17 14. Pursuant to California Code of Civil Procedure § 664.6 and California Rules of
18 Court, Rule 3.769(h), the Court shall retain continuing jurisdiction to construe, interpret, implement,
19 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
20 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
21 the distribution of settlement benefits.

22 15. The Court hereby enters judgment of the entire Action, for the reasons set forth above
23 and upon the terms set forth in the Settlement Agreement.

24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25 Dated: 12/15/2022



THE HONORABLE TIMOTHY B. TAYLOR