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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

AARON COFFEY, individually and on behalf
of others similarly situated, and as an aggrieved
employee and Private Attorney General,

Plaintiff,

vs.

CATALINA CHANNEL EXPRESS, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 21STCV41396

Honorable Stuart M. Rice
Department 1

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: June 13, 2025
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: November 10, 2021
FAC Filed: March 29, 2022
Trial Date: Not Set

1 Plaintiff Aaron Coffey’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on **June 13, 2025 at 10:30 a.m.** before the Honorable Stuart M. Rice in
4 Department 1 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring
5 Street, Los Angeles, California 90012.

6 Having received and considered the First Amended Joint Stipulation of Class Action and
7 PAGA Settlement (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval
8 of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and
9 Settlement Administration Costs, the supporting papers filed by the Parties, the Declarations of Class
10 Counsel (Alexandra Rose), the Class Representative (Aaron Coffey), and the Settlement Administrator
11 (Tim Cunningham on behalf of CPT Group, Inc.), and the evidence and argument received by the
12 Court in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement
13 and documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS
14 AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant Catalina Channel Express, Inc. (“Defendant”) (together, with Plaintiff,
17 the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former non-exempt employees who worked for Defendant within the
20 State of California at any time during the Class Period.” The “Class Period” is defined as the period
21 from November 10, 2017 through November 7, 2021.

22 3. The Court appoints Plaintiff Aaron Coffey as the Class Representative for settlement
23 purposes only.

24 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
25 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

26 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due process.

6. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

7. The Settlement Agreement is not an admission by Defendant, or by any other Released Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

8. The Court finds that no Class Members have validly and timely opted out of the Class Settlement and no Settlement Class Members have objected to the Class Settlement.

9. In addition to any recovery that Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$5,000.00.

10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of \$333,333.33 and reimbursement of actual litigation costs and expenses to Class Counsel in the sum of \$24,303.75. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

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1 11. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of \$12,500.00 to CPT Group, Inc. for performance of settlement administration services.

3 12. The Court approves and orders payment in the amount of \$75,000.00 to the California
4 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
5 PAGA penalties.

6 13. It is hereby ordered that within ten (10) business days after the Effective Date,
7 Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) within
8 the meaning of Treasury Regulation Section 1.468B-1, et seq., to be established by the Settlement
9 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

10 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
11 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
12 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and
13 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
14 Settlement Administration Costs to itself.

15 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
16 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
17 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
18 distributed by the Settlement Administrator to the State of California’s Unclaimed Property Fund in
19 the name of the Settlement Class Member and/or PAGA Employee.

20 16. Upon the full funding of the Gross Settlement Amount, Plaintiff and all Settlement
21 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
22 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,
23 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
24 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
25 arising during the Class Period, under any federal, state, or local law, and shall specifically include
26 claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal
27 and rest periods and associated premium payments, timely pay wages during employment and upon
28 termination, provide accurate wage statements, and reimburse necessary business-related expenses in

violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and any other claims which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, for failure to properly pay wages or compensate employees under the California Labor Code or the applicable Industrial Welfare Commission Wage Order(s), and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members (collectively, "Released Class Claims").

17. Upon the full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s), including *inter alia*, Wage Order 9-2001 (collectively, "Released PAGA Claims").

18. Upon the full funding of the Gross Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff, at any time of execution of the Settlement Agreement, had or claimed to have or may have, including but not limited to any and all claims arising out of, relating to, or resulting from his

1 employment and/or separation of employment with the Released Parties, including any claims arising
2 under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
3 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act
4 of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical
5 Leave Act; the Employee Retirement Income Security Act; the California Family Rights Act; the
6 California Fair Employment and Housing Act; all claims for wages or penalties under the Fair Labor
7 Standards Act; all claims for wages or penalties under the California Labor Code; Business and
8 Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or
9 interference with legal rights; any and all other employment or discrimination laws; whistleblower
10 claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of
11 promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a
12 release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not
13 include a release of any claims that cannot be released hereunder by law. Plaintiff understands and
14 expressly agrees that the Settlement Agreement extends to claims that he has against Defendant, of
15 whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
16 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
17 or before the execution of the Settlement Agreement. Any and all rights granted under any state or
18 federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of
19 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
20 the California Civil Code reads as follows: A GENERAL RELEASE DOES NOT EXTEND TO
21 CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
22 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
23 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
24 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

25 19. “Released Parties” means Defendant and its current and former officers, directors,
26 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

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1 20. This Court shall retain jurisdiction with respect to all matters related to the
2 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
3 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
4 Settlement and the determination of all controversies relating thereto.

5 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
6 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
7 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

8 22. A Non-Appearance Case Review re: Final Report is set for
9 _____ at Los Angeles County Superior Court, Spring Street Courthouse in
10 Department 1 of this Court located at 312 North Spring Street, Los Angeles, California 90012. The
11 Settlement Administrator shall file a Final Report by _____.

12 **IT IS SO ORDERED.**

13 Dated: _____

Honorable Stuart M. Rice