



FILED
San Francisco County Superior Court

AUG 19 2025

CLERK OF THE SUPERIOR COURT
By Julia Green Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

RAYMOND REED, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

THE SAN FRANCISCO BAR PILOTS; and
DOES 1 through 20, inclusive,

Defendants.

Case No. CGC-22-601736

ORDER GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

1 WHEREAS, the above-entitled action is pending before this Court as a putative class and
2 representative action (the "Action");

3 WHEREAS, Plaintiff Raymond Reed ("Plaintiff"), individually and on behalf of all others
4 similarly situated has applied to this Court for an order preliminarily approving the settlement of the
5 Action in accordance with the Amended Class Action and PAGA Settlement Agreement (the "Settlement"
6 or "Agreement") entered into by Plaintiff and Defendant The San Francisco Bar Pilots ("Defendant")
7 (Plaintiff and Defendant are collectively referred to as the "Parties") which sets forth the terms and
8 conditions for a proposed settlement; and

9 WHEREAS, the Court has read and considered Plaintiff's Motion for Preliminary Approval of
10 Class Action and PAGA Settlement.

11 NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,
12 ADJUDGED, AND DECREED THAT:

13 1. This Order incorporates by reference the definitions in the Settlement attached as Exhibit 5
14 to the Supplemental Declaration of Carolyn Bell filed August 14, 2025 and all terms defined therein shall
15 have the same meaning in this Order.

16 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair, adequate, and
17 reasonable, and falls within the range of final approval; (b) sufficient investigation and discovery have
18 been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective
19 positions; and (c) the Settlement has been reached as a result of non-collusive, arms-length negotiations.
20 Accordingly, Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement is
21 granted.

22 3. With respect to the Class and for purposes of proceeding pursuant to California Code of
23 Civil Procedure § 382 for approval of the settlement only, the Court finds on a preliminary basis that (a)
24 Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable;
25 (b) there are questions of law and fact common to the Class that predominate over any questions affecting
26 only individual Class Members; (c) Plaintiff's claims are typical of the Class's claims; (d) class
27 certification is a superior method for implementing the Settlement and adjudicating this Action in a fair
28

1 and efficient manner; (e) the proposed Class Representative can fairly and adequately protect the Class's
2 interests; and (f) Plaintiff's counsel are qualified to serve as counsel for the Class.

3 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
4 conditionally certifies the Class for settlement purposes only. The Class is defined as all non-exempt, hourly
5 employees employed by Defendant in the State of California at any time from September 12, 2018 to May
6 13, 2024 and held one of the following positions: dock bosun, station boat captain, station boat mate,
7 steward/cook, run boat captain, river boat captain, swing captain, river relief captain, mate 1 A/B deckhand,
8 and mate 2 A/B deckhand.

9 5. Plaintiff Raymond Reed is hereby preliminarily appointed and designated, for all purposes,
10 as the Class Representative and the attorneys of Aegis Law Firm, PC are hereby preliminarily appointed and
11 designated as counsel for the Class ("Class Counsel"). Class Counsel is authorized to act on behalf of the
12 Class Members with respect to all acts or consents required by, or which may be given pursuant to, the
13 Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member
14 may enter an appearance either personally or through counsel of such individual's own choosing and at such
15 individual's own expense. Any Class Member who does not enter an appearance or appear on his or her
16 own will be represented by Class Counsel.

17 6. Should, for whatever reason, the Settlement not become final, the fact that the Parties were
18 willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on, nor be
19 admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

20 7. The Court hereby approves, as to form and content, the Class Notice at pages 23 through 32
21 of the Agreement, to be distributed to Class Members by mail and email (if available). The Court
22 preliminarily finds that distribution of the Class Notice, substantially in the manner and form set forth in the
23 Settlement, meets the requirements of due process, is the best notice practicable under the circumstances,
24 and constitutes due and sufficient notice to all persons entitled thereto.

25 8. The Court hereby appoints Phoenix Class Action Administration Solutions as the Settlement
26 Administrator. The Settlement Administrator is directed to disseminate the Class Notice to Class Members
27 in accordance with the Agreement.

1 9. Any Class Member may choose to opt-out of and be excluded from the Class as provided in
2 the Class Notice and Agreement. Any Class Member who submits a valid and timely Request for Exclusion
3 will not be entitled to an Individual Class Payment, and will not be bound by the class portion of the
4 Settlement, or have any right to object, appeal or comment thereon. Any Class Member who does not submit
5 a valid and timely Request for Exclusion shall be a Participating Class Member and will be bound by all
6 determinations of the Court, the Settlement, and the Final Judgment. Aggrieved Employees cannot opt-out
7 or be excluded from the Release by Aggrieved Employees of PAGA claims. Any Request for Exclusion by
8 a Class Member will have no effect on the PAGA portion of the settlement.

9 10. Any Participating Class Member who wishes to object to the Settlement must do so by
10 following the instructions for submitting written objections that are set forth in the Class Notice and may
11 appear at the Final Fairness and Approval Hearing. The Court shall retain final authority with respect to the
12 consideration and admissibility of any objections. Any Participating Class Member who objects to the
13 Settlement shall be bound by the order of the Court.

14 11. A Final Fairness and Approval Hearing shall be held before this Court on December 18, 2025
15 at 9:00 a.m. in Department 304 of the Superior Court for the State of California, County of San Francisco,
16 located at 400 McAllister Street, San Francisco, California 94102. All papers in support of final approval
17 and related awards for fees, costs, and the Class Representative Service Payment must be filed and served
18 at least 16 court days before the Final Fairness and Approval Hearing.

19 12. The Settlement is not a concession or admission, and shall not be used against the Released
20 Parties, as an admission or indication with respect to any claim of any fault or omission by the Released
21 Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document,
22 statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any
23 event be construed as, offered or admitted in evidence as, received as or deemed to be evidence of a
24 presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission,
25 concession or damage in the Action, or in any other action or proceeding, except for purposes of enforcing
26 the Settlement once it receives final approval.

27 13. Pending the Final Approval and Fairness Hearing, all proceedings in this Action, other than
28 proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

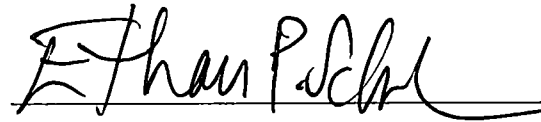
1 14. The Court reserves the right to adjourn or continue the date of any hearing and all dates
2 provided for in the Settlement. Participating Class Members who submit a timely written objection shall
3 receive notice if the Final Fairness and Approval Hearing is continued.

4 15. The Court retains jurisdiction to consider all further applications arising out of or connected
5 with the proposed Settlement.

6 16. Class Counsel must submit a copy of this order to the Labor and Workforce Development
7 Agency within 10 days of entry pursuant to Labor Code section 2699(s)(3).

8 IT IS SO ORDERED.

9 Dated: August 19, 2025



Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

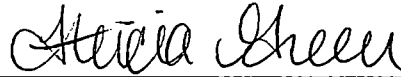
On August 19, 2025, I electronically served ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated:

AUG 19 2025

Brandon E. Riley, Court Executive Officer

By:



Felicia Green, Deputy Clerk