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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MIGUEL ROSALES, ELIO RUBEN ALONSO,
JOHNNY MARQUEZ, and LEO PATINO,
individually, and on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiffs,

v.

HARBOR DISTRIBUTING, L.L.C., a Delaware
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No. 30-2023-01300842-CU-OE-CXC

*Assigned for all purposes to:
Hon. Layne H. Melzer
Dept. CX102*

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

Date: July 24, 2025
Time: 2:00 p.m.
Dept.: CX102

1 This matter came on for hearing on July 24, 2025 at 2:00 p.m., in Department CX102
2 of the above-referenced Court on the Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769, this Court's Order Granting
4 Preliminary Approval filed April 10, 2025 (ROA No. 124), and the Class Action and PAGA
5 Settlement Agreement ("Settlement"), a copy of which was attached as Exhibit 2 to the
6 Declaration of Declaration of Samantha Smith in Support of Plaintiff's Motion for Preliminary
7 Approval of Class Action Settlement (ROA No. 116).

8 Having received and considered the Settlement, the supporting papers filed by the
9 Parties, and the evidence and argument in conjunction with the Motion for Preliminary
10 Approval of Class Action Settlement granted April 10, 2025, and the instant Motion for Final
11 Approval of Class Action and PAGA Settlement, the Court grants final approval of the
12 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Order Granting Plaintiffs' Motion for Preliminary Approval of
14 Class Action Settlement, the Class Notice was sent to each Class Member by First Class mail.
15 These papers informed Class Members of the terms of the Settlement, their right to receive an
16 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement;
17 (b) request exclusion from the Settlement and pursue their own remedies; (c) dispute the
18 calculation of their Individual Settlement Payment; and (d) appear at the final approval
19 hearing. No Class Member has objected to the proposed Settlement, no Class Member has
20 submitted a workweek dispute, and one (1) Class Member has requested exclusion. Julissa
21 Contreras has timely and validly excluded herself from the Settlement.

22 2. The Court finds and determines that this notice procedure afforded adequate
23 protections to Class Members and provides the basis for the Court to make an informed
24 decision regarding approval of the Settlement based on the responses of the Class. The Court
25 finds and determines that the notice provided in this case was the best notice practicable,
26 which satisfied the requirements of law and due process.

27 3. With respect to the Class and for purposes of approving this Settlement only,
28 this Court finds and concludes that: (a) the members of the Class are ascertainable and so

1 numerous that joinder of all members is impracticable; (b) there are questions of law or fact
2 common the class and a well-defined community of interest among members of the Class with
3 respect to the subject matter of the action; (c) the claims of Class Representatives Miguel
4 Rosales, Elio Ruben Alonso, Johnny Marquez, and Leo Patino are typical of the claims of the
5 Class Members; (d) the Class Representatives have fairly and adequately protected the
6 interests of the Class; (e) a class action is superior to other available methods for an efficient
7 adjudication of this controversy; and (f) counsel of record for the Class Representative are
8 qualified to serve as Class Counsel.

9 4. The Court has certified a Class for settlement purposes only, defined as all
10 individuals who were employed by Harbor Distributing, L.L.C. as non-exempt employees in
11 positions as warehouse workers or merchandisers in California during the Settlement Period of
12 November 11, 2020 through May 27, 2024. The Class does not include individuals who have
13 previously executed releases that cover the claims covered by the Parties' Settlement
14 Agreement. The Court deems this definition sufficient for purposes of California Rules of
15 Court, Rule 3.765(a).

16 5. The Court hereby confirms John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, and
17 Andrew Sandoval of Wilshire Law Firm, PLC and Jose Garay of Jose Garay, APLC as Class
18 Counsel.

19 6. The Court hereby confirms Plaintiffs Miguel Rosales, Johnny Marquez, Leo
20 Patino, and Elio Ruben Alonso as the Class Representatives.

21 7. The Court finds and determines that the terms of the Settlement are fair,
22 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
23 terms, having found that the Settlement was reached as a result of informed and non-collusive
24 arm's length negotiations facilitated by a neutral mediator. The Court finds that the Parties
25 conducted adequate investigation, research, and discovery, and that their attorneys were able
26 to reasonably evaluate their respective positions. The Court also finds that the Settlement will
27 enable the Parties to avoid additional and potentially substantial litigation costs, as well as
28 delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the

monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Class.

8. The Court hereby approves the Gross Settlement Amount of \$2,285,000.00.

9. The Court finds and determines that the Individual Settlement Payments to be paid to Participating Class Members as provided for by the Settlement are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts to be made to the Participating Class Members in accordance with the Settlement.

10. The Court finds and determines that payment of \$115,000.00 in damages under the Fair Labor Standards Act is fair, reasonable, and appropriate.

11. The Court finds and determines that payment of \$100,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and Workforce Development Agency will receive 75% (\$75,000.00), and the remaining 25% (\$25,000.00) will be distributed to Class Members who worked during the PAGA Period of May 4, 2021 through May 27, 2024. The Court hereby gives final approval to and orders the payment of that amount in accordance with the Settlement.

12. The Court finds and determines that the fees and expenses in administering the Settlement incurred by Atticus Administration LLC in the amount of \$25,985.00 are fair and reasonable. The Court hereby gives final approval to and orders the payment of that amount in accordance with the Settlement.

13. The Court finds and determines that the Class Representative Service Payments of \$15,000.00 each to Plaintiffs is fair and reasonable. The Court hereby gives final approval to and orders the payment of that amount in accordance with the Settlement.

14. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$761,666.67 and litigation costs in the amount of \$37,022.87. The Court hereby gives final approval to and orders the payment of those amounts in accordance with the Settlement.

15. Without affecting the finality of this order or the entry of judgment in any way,

the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement pursuant to CCP § 664.6 and CRC 3.769(h).

16. Defendant Harbor Distributing, L.L.C. shall not have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

17. Neither the making of this Settlement nor the entry into the Settlement constitutes an admission by Defendant, nor is this order a finding of the validity of any claims in this case or of any other wrongdoing. Further, the Settlement is not a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken to carry out the terms of the Settlement be construed as an admission or concession by or against Defendant.

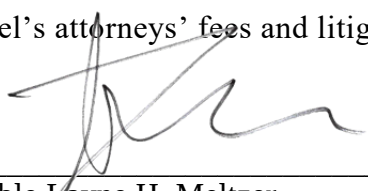
18. Nothing in this order shall preclude any action to enforce the Parties' obligations under the Settlement or under this order.

19. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court, which shall be filed with the Court at least sixteen (16) calendar days before the Final Accounting hearing set for **July 24, 2026 at 2:00 p.m.** in Department CX102.

20. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and this Order.

21. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

Dated: August 12, 2025



Honorable Layne H. Meltzer
JUDGE OF THE SUPERIOR COURT