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**UNITED STATES DISTRICT COURT**  
**SOUTHERN DISTRICT OF CALIFORNIA**

12 ALEXANDER VALLEJO, individually and on  
13 behalf of others similarly situated,

14 Plaintiff,

15 vs.

16 STERIGENICS U.S., LLC, a Delaware limited  
17 liability company; and DOES 1 through 50,  
18 inclusive,

19 Defendants.

Case No. 3:20-cv-01788-AJB-AHG

*Assigned for all purposes to the Hon.  
Anthony J. Battaglia, and the Hon.  
Magistrate Judge Allison H. Goddard*

**CLASS AND REPRESENTATIVE  
ACTION**

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

20 Date: August 24, 2023  
21 Time: 2:00 p.m.  
22 Ctrm: 4A

23 Complaint Filed: August 5, 2020  
24 FAC Filed: July 14, 2021  
25 SAC Filed: October 15, 2021  
26 TAC Filed: January 6, 2021  
27 Fourth Am. Cx. Filed: December 29, 2022  
28 Trial date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Action (“Action”) having come before the Court on August 24, 2023,  
3 for a hearing and Final Order Approving Class Action and PAGA Settlement (“Final Order”),  
4 consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as set  
5 forth in the Joint Stipulation of Class Action and PAGA Settlement (hereafter, “Agreement” or  
6 “Settlement Agreement”), and due and adequate notice having been given to all Class Members as  
7 required in the Preliminary Approval Order, and the Court having considered all papers filed and  
8 proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is  
9 hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. The term “Class,” “Class Members,” “Putative Class Members,” and “Putative Class”  
12 shall mean the following: “All current and former hourly-paid, non-exempt employees of Defendant  
13 who were employed by Defendant in the state of California (“Class Members”) at any time between  
14 August 5, 2016 and January 1, 2023. The term “Participating Class Member” includes all Class  
15 Members who did not submit a timely and valid Request for Exclusion as provided in the Settlement.
- 16 3. This Court has jurisdiction over the subject matter of this Action and over all Parties  
17 to this Action, including all Class Members.
- 18 4. Distribution of the Notice directed to the Class Members as set forth in the Agreement  
19 and the other matters set forth therein has been completed in conformity with the Preliminary  
20 Approval Order, including individual notice to all Class Members who could be identified through  
21 reasonable effort, and the best notice practicable under the circumstances. The Notice provided due  
22 and adequate notice of the proceedings and of the matters set forth therein, including the proposed  
23 Settlement set forth in the Agreement, to all persons entitled to such Notice, and the Notice fully  
24 satisfied the requirements of due process. All Class Members and all Released Claims are covered by  
25 and included within the Settlement and this Final Order.
- 26 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and  
27 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that  
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1 the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and  
2 applicable requirements for final approval of this class action settlement under California law,  
3 including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil  
4 Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d  
5 800, 821 (1971).

6 6. The Court hereby approves the Settlement set forth in the Agreement and finds that  
7 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate  
8 the Settlement according to its terms. The Court finds that the Settlement has been reached as a result  
9 of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the  
10 Parties have conducted extensive investigation and research, and counsel for the Parties are able to  
11 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will  
12 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the  
13 further prosecution of the Action. The Court has reviewed the benefits that are being granted as part  
14 of the Settlement and recognizes the significant value to the Class Members. The Court also finds that  
15 the Class is properly certified as a class for settlement purposes only.

16 7. Upon the complete funding of the Gross Settlement Amount and all applicable  
17 employer-side payroll taxes Participating Class Members shall release and discharge Defendant  
18 Sterigenics U.S., LLC (“Defendant”) and Defendant’s parent companies, subsidiaries, affiliates,  
19 divisions, predecessors, successors, assigns and joint venturers past, present and/or future, and each  
20 of their direct and/or indirect officers, directors, members, managers, employees, agents,  
21 representatives, attorneys, insurers, partners, investors, shareholders, and administrators (“Released  
22 Parties”) from any and all claims, rights, demands, liabilities and causes of action that are alleged, or  
23 reasonably could have been alleged based on the facts and claims asserted in the operative Complaint  
24 in this Action, and the December 20, 2022 PAGA Notice, including the following claims: (i) failure  
25 to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods  
26 or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof;  
27 (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of  
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1 termination or resignation; (vi) failure to reimburse all business expenses, and (vii) unfair business  
2 practices that could have been premised on the claims, causes of action or legal theories of relief  
3 described above or any of the claims, causes of action or legal theories of relief pleaded in the  
4 operative Complaint that arose between August 5, 2016 and January 1, 2023 (the “Class Period”). This  
5 release shall apply to claims arising during the Class Period. Participating Class Members also shall  
6 be deemed to have acknowledged and agreed that that the Released Class Claims are disputed, the  
7 payments set forth herein constitute full payment of any amounts alleged due to them for the Released  
8 Class Claims, and that California Labor Code Section 206.5 is not applicable.

9 8. All PAGA Members, the LWDA, and the State of California shall release the Released  
10 Parties from any and all PAGA claims that could have been asserted under the California Labor Code  
11 Private Attorneys General Act of 2004 based on the same or similar factual allegations and claims in  
12 the operative Complaint in this Action or any PAGA notice submitted by Plaintiff to the LWDA, that  
13 arose between August 5, 2019 and January 1, 2023 (“the “PAGA Period”).

14 9. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff Alexander  
15 Vallejo (“Plaintiff”)—on behalf of himself and his spouse, heirs and assigns only—shall also  
16 generally release and discharge the Released Parties from all claims known or unknown, accrued or  
17 unaccrued, that he has or may have against Released Parties, including execution of a California Civil  
18 Code Section 1542 release and waiver. In consideration of the monetary sum provided to him by  
19 Defendant, and subject to court approval, Plaintiff fully releases and forever discharges the Released  
20 Parties from any all actions, causes of action, claims, charges, complaints, liabilities, obligations,  
21 promises, agreements, controversies, damages, actions, suits, rights, demands, liens, costs, losses,  
22 debts, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys’ fees and costs,  
23 interest, punitive damages and expenses (including, without limitation, back wages, penalties,  
24 liquidated damages, and attorneys’ fees and costs actually incurred) or liabilities of whatever kind or  
25 nature, whether known or unknown, which Plaintiff has ever had, or hereafter may claim to have,  
26 arising on or before the date the Agreement is signed, including, without limitation, any claims for  
27 alleged violations of any contracts, express or implied (including but not limited to any contract of  
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1 employment); any contract or covenant of good faith or fair dealing (express or implied); any tort,  
2 including, without limitation, negligence, fraud, misrepresentation under California Labor Code §  
3 970, negligent infliction of emotional distress, intentional infliction of emotional distress, slander and  
4 defamation; wrongful or constructive termination; any “retaliation” claims; any claims relating to any  
5 breach of public policy; any legal restrictions on Defendant’s right to discharge employees or refuse  
6 to hire applicants; and any federal, state, or other governmental statute, regulation, order or ordinance,  
7 including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex,  
8 and national origin discrimination or harassment, including retaliation for reporting discrimination or  
9 harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation  
10 Act of 1973 (handicap discrimination); (4) Equal Pay Act, 29 U.S.C. § 206(d) (equal pay); (5)  
11 Americans with Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (6) Family and  
12 Medical Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (7) California Fair Employment  
13 and Housing Act, Cal. Gov’t Code § 12900 et seq. (discrimination or harassment in employment  
14 and/or housing, including discrimination or harassment based on race, religious creed, color, national  
15 origin, ancestry, disability, marital status, sex (including pregnancy), sexual orientation, or age,  
16 including, without limitation, retaliation for reporting discrimination or harassment); (8) California  
17 Family Rights Act, Cal. Gov’t Code §12945.1 et seq. (family/medical leave); (9) California Labor  
18 Code, including but not limited to California Labor Code § 2698 et seq. (PAGA), or any Industrial  
19 Welfare Commission Wage Order; (10) the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; (11)  
20 Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment);  
21 (12) Executive Order 11141 (age discrimination); (13) California Business and Professions Code  
22 Section 17200, et. seq., and (14) Employee Retirement Income Security Act, 29 U.S.C. § 1000 et seq.  
23 (employee benefits). Plaintiff waives all rights and benefits afforded by California Civil Code Section  
24 1542, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE  
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1 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
2 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED  
3 PARTY.

4 10. Only one (1) PAGA Member, Anthony Freeman, submitted a Request for Exclusion  
5 and Objected to the PAGA Settlement. submitted a timely and valid request to be excluded from the  
6 Settlement. The last date to timely submit a request for exclusion was July 10, 2023.

7 11. The Court finds the settlement payments provided for under the Agreement to be fair  
8 and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and  
9 amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of \$875,000.00  
10 within 14 days of the date of this order to provide payments for the Class/PAGA Members individual  
11 settlement payments, class representative incentive payments for Plaintiff, Class Counsel's attorney  
12 fees and costs, the Settlement Administrator's fees and expenses, and penalties to the California Labor  
13 and Workforce Development Agency pursuant to Labor Code Section 2698 *et seq.* The calculations  
14 and the payments shall be made administered in accordance with the terms of the Agreement and as  
15 modified by this Final Order and Judgment.

16 12. Pursuant to the terms of the Agreement and amendments thereto, and the authorities,  
17 evidence and argument submitted by Class Counsel, the Court hereby awards attorneys' fees of  
18 \$262,500.00 to Protection Law Group, LLP. The Court also approves and awards the recovery of  
19 litigation costs incurred by Class Counsel in the amount of \$4,994.35. The award of attorneys' fees  
20 and costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs  
21 incurred by and/or owed to Class Counsel and any other person or entity related to the Action.

22 13. The Court hereby approves and orders a Class Representative Enhancement Payment  
23 of \$7,500.00 to Plaintiff from the Gross Settlement Amount in accordance with the terms of the  
24 Agreement.

25 14. The Court approves and orders the payment in the amount of \$18,750.00 (75% of  
26 \$25,000.00) from the Gross Settlement Amount to the California Labor Workforce Development  
27 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The remaining  
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1 \$6,250.00 (25% of \$25,000.00) shall be distributed to the PAGA Members as set forth in the  
2 Agreement.

3 15. The Court also hereby approves and orders payment from the Gross Settlement  
4 Amount for actual settlement administration expenses incurred by the Settlement Administrator,  
5 ILYM Group, Inc., in the amount of \$10,599.00.

6 16. The Court hereby approves and orders payment of individual settlement payments  
7 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

8 17. The Court also hereby approves and orders that any checks distributed from the Gross  
9 Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar days after  
10 being issued shall be void. All uncashed settlement checks shall be transferred to the California State  
11 Controller's Office and held in trust for such Class Members pursuant to California Unclaimed  
12 Property Law, Civil Code Section 1500 *et seq.*

13 18. Provided the Settlement becomes effective under the terms of the Agreement, the  
14 Court also hereby orders that the deadline for mailing the Court-approved individual settlement  
15 payments, attorneys' fees and costs, and enhancement payments as set forth in the Agreement.

16 19. Neither the Settlement nor any of the terms set forth in the Agreement is an admission  
17 by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of  
18 any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties.  
19 Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken  
20 to carry out the Agreement is, may be construed as, or may be used as, an admission by or against  
21 Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The  
22 entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto,  
23 shall not in any event be construed as, or deemed to be evidence of, an admission or concession with  
24 regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be  
25 offered in evidence in any action or proceeding in any court, administrative agency or other tribunal  
26 for any purpose whatsoever other than to enforce the provisions of this Final Order, the Agreement,  
27 the Released Claims, or any related agreement or release. Notwithstanding these restrictions, any of  
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1 the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the  
2 Agreement, and any other papers and records on file in the Action as evidence of the Settlement to  
3 support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue  
4 preclusion or similar defense as to the Released Claims.

5 20. Without affecting the finality of this Judgment, the Court shall retain continuing  
6 jurisdiction over this action and the parties, including all Class Members, and over all matters  
7 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to  
8 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as  
9 provided to the contrary herein, any disputes or controversies arising with or with respect to the  
10 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for  
11 resolution.

12 21. Class Counsel shall submit a final report on the disbursement of the settlement  
13 payments on or before \_\_\_\_\_, 2023.

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15 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

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17 DATED:

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19 \_\_\_\_\_  
20 HON. ANTHONY J. BATTAGLIA  
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