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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN DIEGO

15 BYRON ASHLEY, an individual, on behalf of
16 himself and on behalf of all persons similarly
17 situated,

18 Plaintiff,

19 vs.

20 SAFC CARLSBAD, INC., a California
21 Corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.

CASE NO.: **37-2023-00016815-CU-OE-CTL**

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

Hearing Date: August 8, 2025

Hearing Time: 9:30 a.m.

Judge: Hon. Marcella O. McLaughlin

Dept.: 72

Date Action Filed: April 21, 2023

Trial Date: Not set

1 The motion of Plaintiff Byron Ashley (“Plaintiff”) for an order finally approving the Joint
2 Stipulation of Class Action and Private Attorney General Act Settlement and Release
3 (“Settlement”) with Defendant SAFC Carlsbad, Inc. (“Defendant”) and for an award of attorneys’
4 fees and costs, service award, and the fees of the Administrator duly came on for hearing on
5 August 8, 2025 before the Honorable Marcella O. McLaughlin.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Four Hundred Thirty-Five
16 Thousand One Hundred Dollars and Zero Cents (\$435,100) and the terms set forth in the
17 Agreement are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On February 28, 2025, the Court granted preliminary approval of the Settlement.
26 At this same time, the Court approved conditional certification of the Class for settlement
27 purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
3 by first class mail to members of the Class at their last known addresses on or about April 1, 2025.
4 Mailing of the Class Notice to their last known addresses was the best notice option under the
5 circumstances and was reasonably calculated to communicate actual notice of the litigation and
6 the proposed settlement to the Class. The Class Notice given to the Class Members fully and
7 accurately informed the Class Members of all material elements of the proposed Settlement and of
8 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
9 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the
10 laws of the State of California, the United States Constitution, due process and other applicable
11 law. The Class Notice fairly and adequately described the Settlement and provided Class
12 Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out of the Class or submitting written objections
14 to the Settlement was June 2, 2025, which was extended by 14 days for re-mailed Class Notices.
15 There was an adequate interval between mailing of the Class Notice and the response deadline to
16 permit Class Members to choose what to do and act on their decision. A full opportunity has been
17 afforded to the Participating Class Members to participate in this hearing, and all Participating
18 Class Members and other persons wishing to be heard have been heard. Class Members also have
19 had a full and fair opportunity to exclude themselves from the proposed Settlement and Class.
20 Accordingly, the Court determines that all Class Members who did not timely and properly submit
21 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Gig Kyriacou, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. No requests for exclusion were received.

9 e. The participation rate was high. 155 Participating Class Members will be
10 mailed a settlement payment, representing 100% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$145,033 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$21,052.12 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
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1 the risks and burdens undertaken by the Plaintiff in the litigation and for their time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members in the manner set forth in the Agreement, transmit payment for
6 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to
7 the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$6,800 in fees and expenses, and this amount is reasonable in light
10 of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$20,000, which shall be allocated with 75% (\$15,000) allocated to the LWDA Payment and
14 25% (\$5,000) allocated to the PAGA Employee Fund to be distributed as the Individual PAGA
15 Settlement Shares to the PAGA Employees. The Administrator will calculate each Individual
16 PAGA Settlement Share converting the portion of the PAGA Employee Fund payable to the
17 PAGA Employees into a Pay Period Value. The pay periods actually worked by PAGA
18 Employees as established by Defendant's records, excluding Pay Periods when a PAGA
19 Employee was on a leave, during the PAGA Period will be used to make this calculation.
20 Defendant will provide this information with the Class Data List. The Individual PAGA
21 Settlement Share for each PAGA Employee will be determined by multiplying the Pay Period
22 Value by each PAGA Employee's individual pay periods.. "PAGA Employees" are all current
23 and former non-exempt employees of Defendant in California who worked during the PAGA
24 Period (August 10, 2022, through September 15, 2024). The Court finds the PAGA Penalties to
25 be reasonable. All PAGA Employees will be sent their share of the PAGA Penalties and will be
26 subject to the release of the PAGA Released Claims as set forth below, whether or not they opt out
27 of the Settlement.

1 II.
2 ORDERS

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 15. The certification of the Class for the purposes of settlement is confirmed. The
5 Class is defined as follows:

6 All current and former non-exempt employees of Defendant during the Class
7 Period April 21, 2019 through September 15, 2024).

8 16. All persons who meet the foregoing definition are members of the Class, except for
9 those individuals who filed a valid request for exclusion ("opt out") from the Class. There were
10 no individuals who requested exclusion from the Class.

11 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
12 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
13 necessary to Employer Taxes no later than sixty-five (65) days after the Effective Date.

14 18. Class Counsel are awarded attorneys' fees in the amount of \$145,033 and costs in
15 the amount of \$21,052.12. In accordance with the Agreement, the attorneys' fees award shall be
16 allocated 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 25% to Gomez Trial
17 Attorneys, APLC. Class Counsel shall not seek or obtain any other compensation or
18 reimbursement from Defendant, Plaintiff or members of the Class.

19 19. The payment of the Class Representative Service Payment in the amount of
20 \$10,000 to the Plaintiff is approved.

21 20. The payment of \$6,800 to the Administrator for their fees and expenses is
22 approved.

23 21. The PAGA Penalties in the amount of \$20,000 are approved and shall be allocated
24 in accordance with the Agreement.

25 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
26 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
27 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
28 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any

1 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
2 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
3 whatsoever. Defendant has denied that it has done anything wrong and disputes all the claims in
4 this Action. The entering into or carrying out of the Agreement, and any negotiations or
5 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
6 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
7 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
8 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
9 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
10 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
11 Released PAGA Claims.

12 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
13 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
14 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
15 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
16 to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the
17 LWDA.

18 24. If the Agreement does not become final and effective in accordance with the terms
19 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
20 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
21 revert to their respective positions as of before entering into the Agreement, and expressly reserve
22 their respective rights regarding the prosecution and defense of this Action, including all available
23 defenses and affirmative defenses, and arguments that any claim in the Action could not be
24 certified as a class action and/or managed as a representative action.

25 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

26 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
27 Plaintiff, and all members of the Class, shall take nothing in the Action.

1 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
2 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
3 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
4 arising from or in connection with the distribution of settlement benefits.

5 27. The Parties are authorized to agree to and to adopt such amendments, modifications
6 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
7 Final Approval Order and Judgment and as approved by the Court.

8 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
9 provided in the Agreement and in this Final Approval Order and Judgment.

10 29. Upon the full funding of the Gross Settlement Amount, Defendant and the other
11 Released Parties shall be entitled to a release from the Participating Class Members, for all of the
12 Released Claims which occurred during the Class Period. "Released Claims" means all claims
13 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
14 Complaint which occurred during the Class Period during employment in a non-exempt position
15 in California, including (a) unfair business practices; (b) failure to pay all regular wages, minimum
16 wages and overtime (including off-the-clock and rounding claims); (c) failure to provide required
17 meal periods or compensation in lieu thereof; (d) failure to provide required rest periods or
18 compensation in lieu thereof; (e) failure to pay wages timely at time of termination or resignation;
19 (f) failure to provide timely payment of wages during employment; (g) failure to maintain
20 complete, accurate records (including payroll record and records of work periods, meal periods,
21 total daily hours, hours per pay period, and applicable taxes); (h) failure to provide complete and
22 accurate itemized wage statements; (i) failure to pay sick wages; (j) failure to pay reporting time
23 pay; (k) failure to pay prevailing wages; (l) failure to pay accrued vacation; (m) failure to
24 reimburse for necessary business-related expenses; (n) unlawful deductions of wages; (o) claims
25 for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime,
26 meal periods and rest periods, as well as allegations regarding the late payment of final wages,
27 inaccurate wage statements, and business expense reimbursement; (p) claims for the attorney's
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1 fees and costs incurred in the prosecution of this Action on behalf of the Class Members; (q) any
2 other claims, remedies, penalties, or interest that could have been plead based on the facts alleged
3 in the Action, including violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221,
4 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
5 Code of Regulations (“CC&R”) title 8, Section 1 1070(14), and applicable wage orders; and (r) all
6 claims that Plaintiff, the Class Members may have against the Released Parties relating to: (i) the
7 payment, taxation, and allocation of attorney’s fees and costs to Plaintiff’s Counsel pursuant to
8 this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff’s Payment
9 pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to
10 the entire Class Period defined above and expressly excludes all other claims, including claims for
11 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
12 unemployment insurance, disability, social security, workers’ compensation, and California class
13 claims outside of the Class Period. Participating Class Members may discover facts in addition to
14 those they now know or believe to be true with respect to the subject matter of the Released
15 Claims, but upon the Effective Date, Participating Class Members shall be deemed to have, and by
16 operation of the Judgment shall have, fully, finally, and forever settled and released any and all of
17 the Released Claims, without regard to the subsequent discovery or existence of such different or
18 additional facts. Participating Class Members agree not to sue or otherwise make a claim against
19 any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of
20 the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final
21 and binding upon Participating Class Members regarding the Released Claims.

22 30. “Released Parties” means Defendant, as well as its parent, subsidiaries, assigns and
23 other related organizations, and all managerial employees thereof.

24 31. Upon full funding of the Gross Settlement Amount, Defendant and the other
25 Released Parties shall be entitled to a release from the State of California, and all PAGA
26 Employees with respect to the PAGA Released Claims which occurred during the PAGA Period.
27 “PAGA Released Claims” means all claims for PAGA penalties that were alleged, or reasonably
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1 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
2 Notice which occurred during the PAGA Period during employment in a non-exempt position in
3 California including (a) any claim for PAGA penalties for alleged violations of Labor Code §§
4 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2),
5 1194, 1197, 1197.1, 1198, 2802, CC&R, Title 8, Section 11040, Subdivision 5(A)–(B), CC&R,
6 Title 8, Section 1 1070(14), claims for violation of the provisions of the applicable Wage Orders
7 regarding minimum wage, overtime, meal periods and rest periods, as well as allegations
8 regarding the late payment of final wages, inaccurate wage statements; (b) claims for the
9 attorney’s fees and costs incurred in the prosecution of this Action on behalf of the PAGA
10 Employees; (c) any other claims for PAGA penalties that could have been plead based on the facts
11 alleged in the Action; and (d) all claims that Plaintiff, and/or the PAGA Employees may have
12 against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney’s fees
13 and costs to Plaintiff’s Counsel pursuant to this Settlement Agreement; and (ii) the payment,
14 taxation, and allocation of PAGA Payments pursuant to this Settlement Agreement. The release
15 of the PAGA Released Claims shall be effective as to the entire PAGA Period defined above. It is
16 the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect
17 and be final and binding upon Plaintiff, the state of California and the PAGA Employees
18 regarding the PAGA Released Claims.

19 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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21 Dated: _____

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23 _____
HON. MARCELLA O. MCCLAUGHLIN
JUDGE, SUPERIOR COURT OF CALIFORNIA