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RYAH BAROUDI, individually and on behalf of all others similarly aggrieved

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

RYAH BAROUDI, an individual, on behalf of
herself and all other aggrieved employees
pursuant to the Private Attorneys General Act
(PAGA),

Plaintiff,

vs.

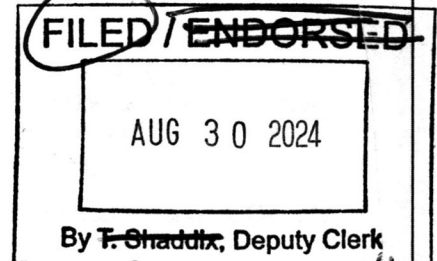
ORCA BIOSYSTEMS, INC., a Delaware
Corporation, and DOES 1 to 20, inclusive,

Defendants

Case No. 23CV003657

**~~[PROPOSED]~~ ORDER APPROVING
PLAINTIFF'S PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
DISMISSING PAGA CLAIMS WITH
PREJUDICE**

Date: July 19, 2024
Time: 9:00 a.m.
Department: 23
Reservation No.: A-03657-004



**~~[PROPOSED]~~ ORDER GRANTING APPROVAL OF PAGA SETTLEMENT
AND DISMISSING PAGA CLAIMS WITH PREJUDICE**

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Motion to Approve Private Attorneys General Act Settlement (“Motion”) in the above referenced case came before this Court, on July 19, 2024 in Department 23. Named Plaintiff Ryah Baroudi (“Plaintiff”) filed this Private Attorneys General Act (“PAGA”) action on August 11, 2023. Plaintiff has alleged that Defendant Orca Biosystems Inc. (“Defendant”) committed violations of Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 226.8, 256, 432.3, 510, 558, 558.1, 1102.5, 1174, 1194, 1197.1, 1197.5, 2802, and the applicable IWC Wage Orders, and is liable for civil penalties pursuant to the PAGA. Defendant has denied all of Plaintiff’s allegations.

The parties have agreed to a settlement of the PAGA claims and the dismissal of PAGA claims with prejudice. Defendant will provide monetary consideration in exchange for a release of claims and dismissal consistent with the terms of the PAGA Settlement and Release Agreement (“Settlement Agreement”). The Court, having received and considered Plaintiff’s Motion, the declarations in support, the Settlement Agreement, the Notice of Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

1. SCOPE OF INDIVIDUALS WITHIN THE PAGA SETTLEMENT – SETTLEMENT GROUP MEMBERS

The Court finds that Plaintiff has exhausted all administrative remedies required to bring the PAGA claims asserted in this litigation and is authorized to act as a private attorney general with respect to the PAGA claims being released under the proposed Settlement Agreement. The Court finds the individuals (“Settlement Group Members”) included within the scope of the Settlement Agreement are as defined by the Parties in the Settlement Agreement.

2. APPROVING THE SETTLEMENT AGREEMENT

The Court approves of the PAGA penalty allocations set forth in the Settlement Agreement wherein the Net Settlement Amount shall be allocated as the 75% share of civil penalties pursuant to the allocation set forth in California Labor Code section 2699(i) to be paid to the Labor and Workforce Development Agency (“LWDA”), with 25% share of civil penalties pursuant to the allocation set forth in California Labor Code section 2699(i) to be paid to the Settlement Group Members.

1 The Court approves of the releases set forth in the Settlement Agreement, which encompass all
2 Claims under PAGA that arise from the allegations in Plaintiff's operative complaint and/or letter to the
3 LWDA dated June 6, 2023 based on alleged violations of the California Labor Code. The individuals
4 and/or entities released shall include Defendant, and all of its present and former parent companies,
5 subsidiaries, divisions, partnerships, or affiliates, and each of its respective present and former employees,
6 officers, directors, partners, members, agents, attorneys, administrators, representatives, shareholders,
7 predecessors, successors, and assigns ("Released Parties"), from any and all claims, causes of action,
8 damages, expenses, benefits, interest, penalties, attorneys' fees, costs, and any other form of relief or
9 remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted based on
10 the facts alleged and with respect to the claims asserted in Plaintiff's LWDA Notice and the operative
11 complaint for the entire period from June 6, 2022 through the date the Court enters an order granting
12 approval of the Settlement Agreement (the "PAGA Period").

13 Additionally, because the Court finds the parties' settlement to have been agreed upon only after
14 significant investigation and arms-length negotiations in mediation, and in an attempt to avoid further
15 delays and costs, the Court grants approval to the settlement, which is incorporated by reference in its
16 entirety, as if stated here in full.

17 The Court finds that the Common Fund Doctrine is applicable to this case because there is a
18 sufficiently identifiable group of beneficiaries (*i.e.*, the Settlement Group Members and the Labor and
19 Workforce Development Agency), the benefits can be accurately traced as set forth in the Settlement
20 Agreement, Plaintiff and Plaintiff's counsel were able to negotiate on behalf of the beneficiaries, and the
21 fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage
22 of the common fund. *See Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989);
23 *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506
24 (2016). The Court finds the attorneys' fees request of one-third of the common fund (\$47,361.93) to be
25 appropriate compensation for Plaintiff's counsel. The attorneys' fees request is within the range that has
26 been approved by other Courts in similar cases and reasonable in light of the circumstances of this case,
27 the results obtained on behalf of the PAGA Settlement Group Members and the LWDA, and the contingent
28 nature of the recovery over the course of this case, which included potential loss at summary judgment,

and/or trial proceedings. Additionally, the Court orders that costs of approximately \$12,603.85 be reimbursed to class counsel for reasonable costs incurred in this case.

The Court approves Phoenix Settlement Administrator as the Claims Administrator to perform the administration of the PAGA Settlement in accordance with the Settlement Agreement, and whose costs shall be approximately \$3,245.00 as provided for in the Settlement Agreement and quote provided by the Claims Administrator.

3. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves the PAGA Settlement Agreement and the implementation schedule identified in the Settlement Agreement and orders said implementation schedule be adhered to.

Last day for Defendant to provide Claims Administrator with the last known mailing addresses for each of the Settlement Group Members	15 calendar days after the date the Court enters an order granting approval of the Settlement Agreement ("Approval Date")
Last day for Defendant to fund settlement	Within 35 calendar days after Approval Date
Last day for Claims Administrator to deliver payment of Plaintiff's Counsel's attorney's fees and costs, PAGA Payment, Settlement Administration Costs, and payment to Settlement Group Members	Within 10 calendar days after Defendant funds the settlement
Last day for Settlement Group Members to cash settlement checks	180 days after issuance of checks to Settlement Group Members
Last day for Claims Administrator to deliver value of uncashed settlement checks to California State Controller's Office Unclaimed Property.	20 days after 180-day settlement check cashing deadline

1 IT IS FURTHER ORDERED that Plaintiff's PAGA claims shall be dismissed with prejudice in
2 their entirety and as to all Parties as set forth in the Settlement Agreement, with each party to bear its
3 own fees and costs outside of what has been ordered herein. This matter is subject to the Court's
4 continuing jurisdiction to monitor and enforce the terms of this order and the approved Settlement
5 Agreement pursuant to California Civil Procedure Code section 664.6. In any action to enforce the terms
6 of the Settlement Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and
7 costs.

8
9 IT IS SO ORDERED.

10
11 Date:

01/30/2024



By:

Jill Talley

Judge of the Superior Court
Jill H. Talley / Judge