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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

KEITH O’SHEA on behalf of himself,
all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

VECTOR LABORATORIES, INC.; and
DOES 1-100,

Defendants.

Case No. 23CV035196

*[Assigned for all purposes to the
Honorable Patrick McKinney, Dept. 18]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF KEITH O’SHEA’S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: March 25, 2025
Time: 1:30 p.m.
Reservation ID: 229874284439

Complaint Filed: June 6, 2023
Trial Date: None Set

1 **I. RECITALS**

2 This action is currently pending before this Court as a class action and representative action
3 (the “Action”). Plaintiff Keith O’Shea has applied to this Court for an order finally approving the
4 settlement of the Action in accordance with the Joint Stipulation and Settlement Agreement (the
5 “Agreement” or “Settlement Agreement”) and Addendum to Joint Stipulation and Settlement
6 Agreement (the “Addendum”) which, together, set forth the terms and conditions for a proposed
7 settlement and entry of judgment upon the terms and conditions set forth therein. The Court has
8 read and considered the Memorandum of Points and Authorities in Support of Plaintiff’s Motion
9 for Final Approval of Class and PAGA Settlement, and the declarations submitted therewith. For
10 purposes of this Order, the Court adopts all defined terms as set forth in the Agreement.

11 **II. FINDINGS**

12 After review and consideration of the Agreement, the Addendum, and Plaintiff’s motion
13 for final approval and the papers in support thereof, the Court hereby finds and orders as follows:

14 1. The Court has jurisdiction over the claims of the Class Members asserted in this
15 proceeding and over all parties to the proceeding.

16 2. The “Class” or “Class Members” are defined to include: All hourly, non-exempt
17 employees (a) who are or were employed by Defendant in California at any time from June 6,
18 2019, through November 12, 2025; and (b) and who did not already release all of their claims
19 against Defendant during the Class Period.

20 3. The “PAGA Aggrieved Employees” are defined to include: All current and former
21 hourly, non-exempt employees who worked for Defendant in California at any time from June 6,
22 2022, through November 12, 2025.

23 4. The Court-approved Notice of Class Action Settlement (“Class Notice”) was
24 mailed by first-class U.S. mail to all Class Members. The Class Notice informed the Class of the
25 material terms of the settlement, of their right to receive a *pro rata* portion of the Net Settlement
26 Amount, of their right to request exclusion from the settlement, of their right to comment upon or
27 object to the settlement and to appear in person or through counsel at the Final Approval Hearing
28 and of the date set for the Final Approval Hearing. Adequate periods of time were provided by

1 each of these procedures.

2 5. In response to the Class Notice, no member of the Class submitted a written
3 objection to the settlement or stated an intention to appear at the Final Approval Hearing. No
4 members of the Class requested to be excluded from the settlement. No member of the Class
5 submitted a dispute regarding the number of workweeks credited to him or her.

6 **III. ORDER**

7 The Court having considered the papers submitted in support of the motion for final
8 approval, HEREBY ORDERS THE FOLLOWING:

9 1. The Court finds that the applicable requirements of California Code of Civil
10 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
11 to the Class and the settlement. The Court hereby makes final its earlier provisional certification
12 of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

13 2. The Court finds and determines that this notice procedure afforded adequate
14 protections to Class Members and provides the basis for the Court to make an informed decision
15 regarding approval of the settlement based on the Class Members' response. The Court finds and
16 determines that the Class Notice was the best notice practicable under the circumstances, and
17 satisfied the requirements of law and due process.

18 3. The Court further finds and determines that the terms of the settlement are fair,
19 reasonable and adequate to the Class and to each Class Member.

20 4. Pursuant to California law, the Court hereby grants final approval of the settlement.
21 The Court finds that it appears that the settlement was reached as a result of informed and non-
22 collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that
23 it appears that the Parties conducted extensive investigation, research, and discovery and that their
24 attorneys were able to reasonably evaluate their respective positions. The Court also finds that
25 settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
26 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
27 considered the absence of objections to and requests for exclusion from the settlement, reviewed
28 the monetary recovery provided as part of the settlement, and recognizes the significant value

1 accorded to the Class. Accordingly, the Court hereby approves the terms set forth in the
2 Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and
3 reasonable, and directs the Parties to effectuate the settlement according to its terms.

4 5. A full opportunity has been afforded to the Class Members to participate in the
5 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
6 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
7 the settlement. Accordingly, the Court determines that all Class Members who did not submit a
8 valid and timely Request for Exclusion from the Settlement (“Participating Class Members”) are
9 bound by this Order.

10 6. In exchange for a portion of the Net Settlement Amount, all Participating Class
11 Members will be bound by the following release: “The Participating Class Members shall release
12 Defendant and the Released Parties from any and all claims, rights, demands, liabilities, and
13 causes of action, whether statutory, in tort, contract, or otherwise, alleged or that could have been
14 reasonably alleged based on the facts pleaded in the operative Class Action Complaint during the
15 Class Period, including, but not limited to, claims under the California Labor Code, California
16 Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, which
17 include but are not limited to: failure to pay wages (including minimum wages, overtime and
18 double time wages), failure to provide compliant meal periods and associated premium pay,
19 failure to provide compliant rest periods and associated premium pay, failure to provide compliant
20 wage statements, failure to timely pay wages upon termination of employment, failure to timely
21 pay wages during employment, failure to adopt a compliant sick pay/paid time off policy, failure
22 to provide business reimbursements and/or illegal deductions, and failure to maintain requisite
23 payroll records. The Released Class Claims further includes any claims, rights, demands,
24 liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs,
25 any other form of relief or remedy in law, equity, or whatever kind or nature, as well as any unpled
26 causes of action, that could potentially arise from the receipt of any monies as a result of this
27 Settlement by any Participating Class Member.”

28 7. In exchange for a portion of the PAGA Payment, the LWDA will be bound by the

1 following release: “The LWDA shall release Defendant and the Released Parties from any and
2 all claims for civil penalties under the Private Attorneys General Act of 2004 that were or could
3 have been reasonably alleged based on the facts pleaded the PAGA Notice during the PAGA
4 Period, which include but are not limited to: failure to pay wages (including minimum wages,
5 overtime and double time wages), failure to provide compliant meal periods and associated
6 premium pay, failure to provide compliant rest periods and associated premium pay, failure to
7 provide compliant wage statements, failure to timely pay wages upon termination of employment,
8 failure to timely pay wages during employment, failure to adopt a compliant sick pay/paid time
9 off policy, failure to provide business reimbursements and/or illegal deductions, and failure to
10 maintain requisite payroll records. The scope of the Released PAGA Claims shall also include
11 claims for penalties under Labor Code section 558. This release is made solely by the California
12 Labor and Workforce Development Agency through its proxy, Plaintiff Keith O’Shea, and is
13 limited to civil penalties recoverable under Labor Code section 2699.”

14 8. The Court hereby confirms Mara Law Firm, PC, and Lawyers for Employee and
15 Consumer Rights as Class Counsel in this action.

16 9. The Court hereby confirms Plaintiff Keith O’Shea as the Class Representative in
17 this action.

18 10. The Court finds and determines that the individual settlement payments provided
19 for by the terms of the Settlement Agreement to be paid to the Participating Class Members are
20 fair and reasonable. The Court hereby gives final approval to and orders the payment of those
21 amounts be made to the Participating Class Members in accordance with the terms of the
22 Settlement Agreement.

23 11. The Court finds and determines the Class Representative Enhancement Payment in
24 the sum of \$10,000 to Plaintiff Keith O’Shea is fair and reasonable. The Court hereby orders the
25 Settlement Administrator to make a payment to the Plaintiff/Class Representative Keith O’Shea
26 in the amount of \$10,000, for a Class Representative Enhancement Payment in accordance with
27 the terms of the Settlement Agreement.

28 12. The Court finds and determines that the payment to the Settlement Administrator,

1 ILYM Group, Inc., in the sum of \$5,450 for its fee and expenses incurred and to be incurred for
2 the notice and settlement administration process is fair and reasonable. The Court hereby orders
3 the Settlement Administrator to make payment to itself in the amount of \$5,450 for
4 Administration Costs in accordance with the terms of the Settlement Agreement.

5 13. Pursuant to the terms of the settlement, and the authorities, evidence and argument
6 submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of
7 \$59,916 and a Cost Award of \$31,813.83 to Class Counsel. The Court finds such amounts to be
8 fair and reasonable. The Court hereby orders the Settlement Administrator to make payments in
9 accordance with the terms of the Settlement Agreement to Class Counsel in the amount of \$59,916
10 for attorneys' fees and \$31,813.83 for litigation costs.

11 14. The Court finds and determines that the payment to the Labor and Workforce
12 Development Agency ("PAGA Payment"), in the sum of \$7,500 (which is 75% of \$10,000
13 allocated to claims under the Private Attorneys General Act of 2004, is fair and reasonable. The
14 Court hereby orders the Settlement Administrator to make the payment to the LWDA in the
15 amount of \$7,500 for the PAGA payment in accordance with the terms of the Settlement
16 Agreement. The Court further orders that the remaining amount of \$2,500 be distributed to
17 Aggrieved Employees in accordance with the terms of the Settlement Agreement.

18 15. Neither Defendant nor any Released Parties shall have any further liability for costs,
19 expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
20 for by the Settlement Agreement.

21 16. The Court finds and determines that the release contained in the Settlement
22 Agreement is appropriate and shall bind all Participating Class Members.

23 17. Nothing in this Final Approval Order and Judgment shall preclude any action to
24 enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final
25 Approval Order and Judgment, including the requirement that Defendant make payments to
26 Participating Class Members in accordance with the Settlement Agreement.

27 18. The Court finds and determines that nothing in the Settlement Agreement or this
28 Final Approval Order (1) is intended or will be construed as an admission of liability or

wrongdoing by Defendant or (2) may be offered in evidence against Defendant (other than solely in connection with this settlement).

19. The Court orders that the Settlement Administrator hold in an interest-bearing account 10% of the attorneys' fees, pending the submission and approval of a final compliance status report after completion of the distribution process. A final compliance hearing will be set for _____ at __:____.m. A compliance status report and proposed amended judgment per CCP 384 must be filed at least 5 court days prior to the compliance hearing. Pursuant to Code Civ. Proc. §384, the compliance report shall specify the total amount paid to class members, and the residual of unclaimed funds that will be paid to the entity identified as the recipient of such funds in the proposed settlement, along with a proposed amended judgment.

20. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Settlement Agreement and this Final Approval Order and Judgment.

21. Without affecting the finality of this Final Approval Order and 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.

JUDGMENT

This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Final Approval Order and Judgment, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiffs/Class Representatives and all Participating Class Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement. The Court, pursuant to California Rule of Court 3.769(h), shall retain jurisdiction over the parties to enforce the terms of the judgment.

IT IS SO ORDERED.

Dated: _____, 2026

By _____
Honorable Patrick McKinney
Alameda County Superior Court Judge