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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 Michael Markman, Dept. 23]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF KEITH O’SHEA’S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

Date: October 14, 2025
Time: 10:00 a.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 putative class action and
3 representative action (the “Action”). Plaintiff Keith O’Shea has applied to this Court for an order
4 preliminarily approving the settlement of the Action in accordance with Joint Stipulation and
5 Settlement Agreement (the “Agreement”), which together with the exhibit annexed thereto, sets
6 forth the terms and conditions for a proposed settlement and entry of judgment upon the terms and
7 conditions set forth therein. The Court has read and considered the Memorandum of Points and
8 Authorities in support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action
9 Settlement, Conditional Certification, Approval of Class Notice, Setting of Final Approval
10 Hearing Date and the declarations submitted therewith. For purposes of this Order, the Court
11 adopts all defined terms as set forth in the Agreement.

12 **II. FINDINGS**

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

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The certification of the Class solely for purposes of settlement is appropriate in that:
18 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
19 impracticable; (2) there are questions of law and fact common to the Class which predominate
20 over any individual questions; (3) Plaintiff’s claims are typical of the claims of the Class; (4)
21 Plaintiff and his Counsel have fairly and adequately represented and protected the interests of the
22 Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures
23 is superior to other available methods for the fair and efficient adjudication of the controversy.

24 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
25 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
26 light of the factual, legal, practical, and procedural considerations raised by this case.

27 4. Plaintiff does not have any conflicts that would preclude him from serving as Class
28 Representative, and his appointment comports with the requirements of due process.

1 5. Class Counsel does not have any conflicts that would preclude them from acting as
2 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
3 requirements of due process.

4 6. The notice of proposed class action settlement attached as Exhibit A to the
5 Agreement complies with due process because the notice of proposed class action settlement is
6 reasonably calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the
7 terms of the proposed Agreement; and (iii) their rights, including the right to either participate in
8 the settlement, exclude themselves from the settlement, or object to the settlement. Plaintiff's
9 proposed plan for class notice and settlement administration is the best notice practicable under
10 the circumstances.

11 **III. ORDER**

12 The Court having considered the papers submitted in support of the motion for preliminary
13 approval, HEREBY ORDERS THE FOLLOWING:

14 1. The Court finds on a preliminary basis that the provisions of the Agreement are
15 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

16 2. The following Class is conditionally certified for purposes of settlement only: All
17 hourly, non-exempt employees (a) who are or were employed by Defendant in California at any
18 time from June 6, 2019 through the date the Court grants Preliminary Approval (unless modified
19 by the Escalator Provision in the Agreement); and (b) and who did not already release all of their
20 claims against Defendant during the Class Period.

21 3. The Agreement provides for the following release as to Participating Class
22 Members,¹ which is hereby approved conditionally: "The Participating Class Members shall
23 release Defendant and the Released Parties from any and all claims, rights, demands, liabilities,
24 and causes of action, whether statutory, in tort, contract, or otherwise, alleged or that could have
25 been reasonably alleged based on the facts pleaded in the operative Class Action Complaint during
26 the Class Period, including, but not limited to, claims under the California Labor Code, California

27
28 ¹ A Participating Class Members is a Class Member who did not submit a valid and timely request
to exclude themselves from the settlement.

1 Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, which
2 include but are not limited to: failure to pay wages (including minimum wages, overtime and
3 double time wages), failure to provide compliant meal periods and associated premium pay, failure
4 to provide compliant rest periods and associated premium pay, failure to provide compliant wage
5 statements, failure to timely pay wages upon termination of employment, failure to timely pay
6 wages during employment, failure to adopt a compliant sick pay/paid time off policy, failure to
7 provide business reimbursements and/or illegal deductions, and failure to maintain requisite
8 payroll records. The Released Class Claims further includes any claims, rights, demands,
9 liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs,
10 any other form of relief or remedy in law, equity, or whatever kind or nature, as well as any unpled
11 causes of action, that could potentially arise from the receipt of any monies as a result of this
12 Settlement by any Participating Class Member." The Class Period is June 6, 2019 through the date
13 the Court grants preliminary approval, unless modified by the Escalator Provision in the
14 Agreement.

15 4. This settlement also releases claims under the Private Attorneys General Act of
16 2004 ("PAGA"). These claims are asserted on behalf of Aggrieved Employees defined as: "All
17 non-exempt, hourly employees of Defendant in the State of California from June 6, 2022 through
18 the date the Court grants preliminary approval." Aggrieved Employees may not request to be
19 excluded from the PAGA portion of the settlement, including the Released PAGA Claims. All
20 Aggrieved Employees will receive a portion of the PAGA Payment.

21 5. The Agreement provides for the following release as to Aggrieved Employees,
22 which is hereby approved conditionally: "The State of California and the Aggrieved Employees
23 shall release Defendant and the Released Parties from any and all claims for civil penalties under
24 the California Labor Code and the Private Attorneys General Act of 2004 that were or could have
25 been reasonably alleged based on the facts pleaded the PAGA Notice during the PAGA Period,
26 which include but are not limited to: failure to pay wages (including minimum wages, overtime
27 and double time wages), failure to provide compliant meal periods and associated premium pay,
28 failure to provide compliant rest periods and associated premium pay, failure to provide compliant

1 wage statements, failure to timely pay wages upon termination of employment, failure to timely
2 pay wages during employment, failure to adopt a compliant sick pay/paid time off policy, failure
3 to provide business reimbursements and/or illegal deductions, and failure to maintain requisite
4 payroll records. The scope of the Released PAGA Claims shall also include claims for penalties
5 under Labor Code section 558.” The PAGA Period is June 6, 2022, through the date Court grants
6 preliminary approval, unless modified by the Escalator Provision in the Agreement.

7 6. The settlement appears to be fair, adequate and reasonable to the Class. The
8 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
9 only to any objections that may be raised at the final approval hearing and final approval by this
10 Court.

11 7. Plaintiff Keith O’ Shea is conditionally approved as the Class Representative for
12 the Class.

13 8. The Court acknowledges the request for an incentive payment of \$10,000 to
14 Plaintiff Keith O’Shea his service as class representative which will be decided at the time of Final
15 Approval.

16 9. Mara Law Firm, PC; and Lawyers for Employee and Consumer Rights are
17 conditionally approved as Class Counsel for the Class.

18 10. The Court acknowledges the request for awards of up to \$59,916 in attorneys’ fees
19 and up to \$45,000 in actual costs payable to Class Counsel which will be decided at the time of
20 Final Approval.

21 11. A final approval hearing on the question of whether the settlement, attorneys’ fees
22 and costs to Class Counsel, and the Class Representative Enhancement Payment should be finally
23 approved as fair, reasonable and adequate as to Class Members is scheduled in Department 23 on
24 the date and time set forth in the Implementation Schedule below.

25 12. The Court confirms ILYM Group, Inc. as the Settlement Administrator.

26 13. The proposed payment of up to \$7,500 in costs to ILYM Group, Inc. for its services
27 as the Settlement Administrator is conditionally approved.

28 14. The Agreement provides from the Gross Settlement Amount a PAGA Payment of

\$10,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25% of which shall be distributable to Aggrieved Employees).

15. The Court approves, as to form and content, the Notice of Class Action Settlement in substantially the form attached as Exhibit A to the Agreement. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

16. The Court directs the mailing of the notice of class action settlement by first class mail to Class Members in accordance with the Implementation Schedule below. The Court finds the dates selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class and PAGA Data to Settlement Administrator	November 4, 2025 [21 calendar days from the preliminary approval order]
Deadline for Settlement Administrator to Mail Class Notices to Class Members	November 14, 2025 [10 business days from receipt of the Class and PAGA Data]
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes (“Response Deadline”)	January 13, 2026 [60 days from mailing]
Deadline for Class Counsel to file a Motion for Final Approval	February 2, 2026 [16 court days prior to the final approval hearing]

Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	February 2, 2026 [16 court days prior to the final approval hearing]
Final Approval Hearing and Final Approval	February 26, 2026, at 10:00 a.m.

IT IS SO ORDERED.

Dated: _____, 2025

By _____
Honorable Michael Markman
Alameda County Superior Court Judge