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**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN DIEGO**

FABIAN GONZALEZ, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

SEVEN SEAS ASSOCIATES, LLC, a California  
Limited Liability Company; and DOES 1 to 100,

Defendants.

Case No.: 37-2023-00042280-CU-OE-CTL  
Judge: Loren G. Freestone

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

Date: October 18, 2024  
Time: 10:30 a.m.  
Dept.: C-64

Action filed: September 27, 2023

1 The above-referenced class and PAGA representative action ("Action") having come  
2 before the Court on October 18, 2024, for a hearing and Final Order approving Class Action and  
3 PAGA Settlement ("Final Order"), consistent with the Court's Preliminary Approval Order  
4 ("Preliminary Approval Order"), filed and entered on October 6, 2023, and as set forth in the  
5 Stipulation for Settlement ("Settlement Agreement") filed on May 17, 2024, as Exhibit 1 to  
6 Declaration of Janelle Carney in support of preliminary approval. Due and adequate notice  
7 having been given to the Class, and the Court having considered the Settlement Agreement, all  
8 papers filed, and proceedings had herein, and all oral and written comments received regarding  
9 the proposed settlement, and having reviewed the record in this litigation, and good cause  
10 appearing.

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

12 1. For purposes of this Final Order, the Court incorporates by reference all defined  
13 terms as set forth in the Settlement Agreement filed on April 25, 2024, and Preliminary Approval  
14 of Class Action Settlement, granted on May 17, 2024.

15 2. Consistent with the definitions in the Settlement Agreement, the Classes are  
16 defined as:

17 All current and former non-exempt hourly individuals employed by  
18 Defendant at any time from September 27, 2019, through April 30, 2024.

19 3. This Court has jurisdiction over the subject matter of this Action and over all  
20 Parties to this Action, including all Class Members and Aggrieved Employees.

21 4. Distribution of the Notice directed to the Class Members and Aggrieved  
22 Employees as set forth in the Settlement Agreement and the other matters set forth therein has  
23 been completed in conformity with the Preliminary Approval Order, including individual notice  
24 to all Class Members and Aggrieved Employees who could be identified through reasonable  
25 effort, and the best notice practicable under the circumstances. The Notice provided due and  
26 adequate notice of the proceedings and of the matters set forth therein, including the proposed  
27 Settlement set forth in the Settlement Agreement, to all persons entitled to such Notice, and the  
28 Notice fully satisfied the requirements of due process. All Class Members, Aggrieved

1 Employees, and all Released Claims and Released PAGA Claims are covered by and included  
2 within the Settlement and this Final Order.

3 5. The Court hereby finds the Settlement was entered into in good faith pursuant to  
4 and within the meaning of *California Code of Civil Procedure* section 877.6. The Court further  
5 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the  
6 standards and applicable requirements for final approval of this class action settlement under  
7 California law, including the provisions of *California Code of Civil Procedure* section 382 and  
8 *Federal Rule of Civil Procedure* 23, approved for use by the California state courts in *Vasquez v.*  
9 *Superior Court* (1971) 4 Cal.3d 800, 821.

10 6. The Court hereby approves the Settlement set forth in the Settlement Agreement,  
11 and finds that the Settlement, including the Gross Settlement Amount, which is Five Hundred  
12 Thousand Dollars (\$500,000.00) is, in all respects, fair, adequate and reasonable, and directs the  
13 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has  
14 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The  
15 Court further finds that the Parties have conducted extensive investigation and research, and  
16 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also  
17 finds that Settlement at this time will avoid additional substantial costs, as well as avoid the  
18 delay and risks that would be presented by the further prosecution of the Action. The Court has  
19 reviewed the benefits that are being granted as part of the Settlement and recognizes the  
20 significant value to the Class Members. The Court also finds that the Class is properly certified  
21 as a class for settlement purposes.

22 **7. Release by Settlement Class Members and Plaintiff.**

23 Plaintiff and every member of the Settlement Class (except those who opt out pursuant to  
24 the procedures detailed below) will release and discharge Defendant and its parents,  
25 predecessors, successors, all affiliates, subsidiaries, officers, directors, agents, employees, and  
26 stockholders (collectively, the “Released Parties”), as follows:

27 **Release by Class Members:**

28 Each Class Member who does not opt out of the settlement shall be deemed to release the

Released Parties from any and all claims, known or unknown, that: were asserted in any and/or all of the complaints in the Action and/or any of Plaintiff's letters to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, that could have been asserted based on the factual allegations in all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters). This includes but is not limited to claims for or related to: pay for all hours worked/compensation due for services; calculation of the regular rate of pay; meal periods; rest periods; meal and/or rest period premiums pay, including the calculation of premium pay; wage statements; failure to reimburse for work related out-of-pocket expenses, payment of wages at termination; maintain accurate and complete records; unfair competition related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the foregoing; restitution related to any or all of the foregoing; and any penalties, including statutory or civil penalties, related to any or all of the foregoing.. This release includes, but is not limited to any and all claims pursuant to: California Labor Code §§ 200, 201, 202, 203, 204, 218, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and 2698, et seq.; Business & Professions Code § 17200; and Industrial Welfare Commission Wage Order 5-01. The release shall run through April 30, 2024.

**Release by PAGA Representative Action Members:**

Each PAGA Representative Action Member, irrespective of whether he or she opts out of the settlement as a Non-Participating Class Member, shall be deemed to release the Released Parties from any and all claims, known or unknown, for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters); and/or any and all claims, that could have been asserted based on any or all the factual allegations in any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters). This release includes, but is not limited to, claims for PAGA civil penalties premised on: Labor Code §§ 200, 201, 202, 203, 204, 218, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, and 2802; failure to pay overtime; failure to pay for all hours worked/compensation due for

1 services; calculation of the regular rate of pay, including failure to include all remuneration into the  
2 regular rate for overtime, rest period premiums and meal period premiums; failure to provide meal  
3 periods and rest periods; failure to pay meal period and rest period premiums, including the  
4 calculation of the premium pay; failure to reimburse for work related out-of-pocket expenses,  
5 failure to provide accurate itemized wage statements; inaccurate wage statements; and failure to  
6 timely pay wages at termination; The release shall run through April 30, 2024.

7 It is understood and acknowledged that Settlement Class members who were employed  
8 by Defendant at any point between September 27, 2019 and April 30, 2024 (the “PAGA  
9 Representative Action Member”) will be issued a check for their share of the PAGA Amount, as  
10 defined below, regardless of whether they submit a timely Request for Exclusion from the  
11 Settlement. PAGA Aggrieved Employees shall be deemed to have released all claims for civil  
12 penalties under the PAGA with respect to the underlying wage and hour claims pleaded or which  
13 could have been pleaded in the First Amended Complaint. This release shall run from September  
14 27, 2019 through April 30, 2024.

15 **Plaintiff’s Release:** As part of the consideration for the settlement of Plaintiff’s  
16 representative service award, Plaintiff shall enter into individual general releases of all known and  
17 unknown claims of any type whatsoever that they may have against the Released Parties. This  
18 release is entitled “Individual General Release,” (“Releases”). This Release is incorporated herein  
19 by reference and attached hereto as Exhibit 2. This Release will include, but will not be limited to,  
20 a release of all claims under the Fair Employment and Housing Act, Americans with Disabilities  
21 Act, and Title VII of the Civil Rights Act of 1964. This will also include a release of any and all  
22 claims, known or unknown, contingent or accrued arising out of any act or event that occurred  
23 prior to execution of the release, including a California Civil Code section 1542 waiver.

24 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of  
25 Plaintiff’s Release, the named Plaintiff expressly waives and relinquishes the provisions, rights,  
26 and benefits, if any, of section 1542 of the California Civil Code, which reads:

27 **A general release does not extend to claims that the creditor or releasing party**  
28 **does not know or suspect to exist in his or her favor at the time of executing**  
**the release, and that if known by him or her would have materially affected his**

1           **or her settlement with the debtor or released party.**

2           Plaintiff expressly acknowledges that the Release will include in their effect, without  
3 limitation, all claims which Plaintiff does not know of or suspect to exist at the time of signing this  
4 Agreement, and that this Agreement contemplates the release of any such claims.

5           The Settlement will become final and effective only upon the occurrence of all of the  
6 following events: (a) the Court enters an order granting preliminary approval of the Settlement; (b)  
7 the Court enters an order granting final approval of the Settlement; (c) any challenge to the  
8 Settlement, whether by objection or appeal, is resolved in favor of enforcement of the Settlement,  
9 (d) the time for appealing the order of final approval has expired without the filing of an appeal or  
10 all appeals have been exhausted and resolved in favor of affirming final approval, and (e ) if no  
11 objection or motion for intervention is filed prior to Final Approval, then the date the court enters  
12 judgment. Should this Settlement Agreement not be finally approved (or if approval is reversed or  
13 materially modified on appellate review), this Settlement shall be null and void.

14           10.     The Court hereby enters the concurrently filed Judgment in the entire Action as of  
15 the filing date of this Final Order, pursuant to the terms set forth in the Settlement Agreement.  
16 Without affecting the finality of this Final Order in any way, the Court hereby retains continuing  
17 jurisdiction over the interpretation, implementation and enforcement of the Settlement and all  
18 orders entered in connection therewith pursuant to *California Code of Civil Procedure* section  
19 664.6.

20           11.     The Court finds the settlement payments provided for under the Settlement to be  
21 fair and reasonable in light of all of the circumstances. The Court orders the calculations and the  
22 payments to be made and administered in accordance with the terms of the Settlement  
23 Agreement.

24           12.     The Court hereby confirms Janelle Carney of Janelle Carney - Attorney at Law,  
25 APC, and Manny Starr and Adam Rose of Frontier Law Center, as Class Counsel in the Action.

26           13.     Pursuant to the terms of the Settlement, and the authorities, evidence and  
27 argument submitted by Class Counsel, the Court hereby awards Class Counsel Fees in the  
28 amount of One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven

1 Cents (\$166,666.67), and Class Counsel Expenses up to Seven Thousand Five Hundred Dollars  
2 (\$7,500.00) from the Gross Settlement Amount as final payment for and complete satisfaction of  
3 any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other  
4 person or entity related to the Action. The Court further orders that the award of attorneys' fees  
5 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Settlement  
6 Agreement and transferred and/or made payable to Class Counsel in the Action.

7 14. The Court also hereby approves and orders a Class Representatives Enhancement  
8 Award in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00), to Fabian Gonzalez.

9 15. The Court also hereby approves and orders payment from the Gross Settlement  
10 Fund for actual settlement administration expenses incurred by the Settlement Administrator,  
11 ILYM Group, Inc. in the amount of \$9,250.00.

12 16. The Court also hereby approves PAGA civil penalties to be paid from the Gross  
13 Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500.00) and the 75% to  
14 LWDA (\$37,500.00) in settlement of PAGA.

15 17. The Court also hereby approves and orders that all amounts from uncashed  
16 Settlement Award checks after the expiration date (180 days after mailing) will be distributed to  
17 the Controller of the State of California to be held pursuant to the Unclaimed Property Law,  
18 California Civil Code Section 1500 et seq. for the benefits of those Settlement Class Members  
19 who did not cash their checks until such time they claim their property. The parties agree that  
20 this disposition results in no "unpaid residue" under California Civil Procedure Code Section  
21 384, as the entire Net Settlement Proceeds will be paid out to Class Members and PAGA  
22 Representative Action Members, whether or not they all cash their settlement checks.

23 18. The Court also hereby finds and orders that the Settlement Agreement is and  
24 constitutes a fair, adequate, and reasonable compromise of the Released Claims against  
25 Defendants and the Released Parties.

26 19. The Settlement becomes effective under the terms of the Settlement  
27 Agreement with the signing of this order.  
28

20. The Court also hereby finds that there were no objections to the Settlement raised by any person on the record at the hearing on the Final Approval.

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

Dated: \_\_\_\_\_

HON. LOREN G. FREESTONE