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SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By M. Acosta Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

ADRIAN VASQUEZ, on behalf of himself and all others similarly situated, Plaintiff, vs. GOLDEN GATE MEAT COMPANY, INC.; JIMI-Z OFFENBACH; PATRICIA A. OFFENBACH; JUSTIN OFFENBACH; and DOES 1 through 50, Defendants.	Case No. C24-01041 *Assigned for all purposes to:* *Hon. Benjamin T. Reyes II* *Department 16* ~~[PROPOSED]~~ **ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND JUDGMENT** Date: October 28, 2026 Time: 9:00 a.m. Dept.: 16 Complaint Filed: April 17, 2024

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~~[PROPOSED]~~ ORDER AND JUDGMENT

The Court, having read and considered the papers filed in connection with Plaintiff's Motion for an Order: (1) Granting Final Approval of the Parties' Class Action and PAGA Settlement Agreement; (2) Approving Payment to the Labor and Workforce Development Agency for Release of PAGA Claims; (3) Awarding Reimbursement of Settlement Administration Expenses; (4) Awarding the Class Representative Incentive Award; (5) Awarding Reimbursement of Plaintiff's Attorneys' Fees and Costs; and (6) Entering Judgment Pursuant to the Parties' Settlement Agreement, the arguments of Counsel, and good cause appearing hereby **ORDERS AND ENTERS JUDGMENT AS FOLLOWS:**

1. This Order hereby incorporates by reference the definitions of the Settlement Agreement and Release ("Settlement"), as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement.

2. The Parties' Settlement is granted final approval as it meets the criteria for final settlement approval. The Settlement falls within the range of possible approval as fair, adequate and reasonable, and appears to be the product of arm's-length and informed negotiations and to treat all Class Members fairly.

3. For settlement purposes, the Court finally certifies the Settlement Class consisting of all current and former individuals who worked for Defendants in the State of California as an hourly paid, non-exempt employee at any time between April 17, 2020 and July 29, 2025. The Court confirms Adrian Vasquez as Class Representative and Stan Mallison, Hector Martinez, and Cody Bolce of Mallison & Martinez as Class Counsel.

4. The Court finds that the Class Notice was provided in accordance with the preliminary approval order and constituted the best notice practicable under the circumstances and due and sufficient notice to all persons entitled thereto. Notice was mailed to 130 Class Members. One Class Member timely requested exclusion and is excluded from the class settlement and the release of Class Released Claims. No objections were received.

5. The Court hereby finally approves the proposed Settlement upon the terms, conditions, and all release language set forth in the Settlement attached to the Declaration of Stan Mallison as Exhibit 1. The Court finds that the Settlement (including the requirements, the monetary provisions, the method of calculating claim amounts, the release of claims, the proposed award of attorneys' fees and costs, and the agreement regarding administration costs) appears to be fundamentally fair and adequate and falls within the "range of reasonableness" necessary for final approval by the Court. The Settlement terms are fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation, given the risks relating to liability and damages. It further appears that extensive and costly investigation and research has been conducted such that counsel for the Parties at this time are reasonably able to evaluate their respective positions. It further appears to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as the delay and risks that would be presented by the further prosecution of the Lawsuit. It appears that the Settlement has been reached through intensive, arm's-length negotiations through mediation with the assistance of an experienced third party neutral.

6. The Court hereby finally and unconditionally approves the Settlement, and specifically approves the Gross Settlement Amount of $600,000.

7. Phoenix Settlement Administrators ("Settlement Administrator") is awarded $7,250 for its services as the Settlement Administrator and shall carry out its remaining obligations under the Settlement.

8. Plaintiff Adrian Vasquez is awarded $10,000 as a reasonable amount for his services as Class Representative.

9. Class Counsel are awarded 1/3 (33.33%) of the Settlement Amount, amounting to $200,000, for attorneys' fees and $18,866.26 in costs for their work incurred in prosecuting this case. Each party shall bear their own costs and attorneys' fees beyond those provided by the Settlement. Notwithstanding any contrary provision in the Settlement, 5% of the attorneys' fees ($10,000) shall be withheld by the Settlement Administrator until released by the Court after

review of the compliance statement. The Court may issue a release through an unreported minute order without a hearing on the compliance statement.

10. The Court approves $60,000 of the Gross Settlement Amount to resolve PAGA claims with 75% of that portion ($45,000) to be paid to the Labor and Workforce Development Agency as their share of the settlement for the civil penalties alleged and 25% ($15,000) to be distributed to aggrieved employees as their statutory share of the PAGA penalties pursuant to California Labor Code section 2699(i).

11. Plaintiff Adrian Vasquez has released all claims against Defendants as detailed in the Settlement Agreement and Release.

12. Within seven (7) business days after final disbursement of all amounts from the Gross Settlement Amount, the Settlement Administrator will provide the Parties a declaration providing a final report on the disbursements of all funds to be filed with the Court.

13. The Court finds that Legal Aid at Work is a 501(c)(3) non-profit which provides legal services to low-wage workers, and it is therefore a qualifying organization "providing civil legal services to the indigent" pursuant to Code of Civil Procedure section 384(b). The Court therefore directs that any funds resulting from un-cashed settlement checks be forwarded to Legal Aid at Work, pursuant to the terms of the Settlement with respect to disposition of unclaimed funds.

14. By means of this Final Approval Order, this Court hereby enters final judgment as to Defendants in this action, as defined in section 577 of the California Code of Civil Procedure, binding each Participating Class Member as to the Class Released Claims and each PAGA Aggrieved Employee as to the PAGA Released Claims, and operating as a release and discharge of those claims upon the Effective Date, as provided in the Settlement.

15. The Court retains jurisdiction to consider all further issues arising out of or in connection with the Settlement.

16. A settlement compliance hearing is set for [04/28/2027] at [9:00 AM] in Department 16, after the Settlement has been completely implemented. Class Counsel shall submit a compliance statement one week before the compliance hearing date, which shall include the matters necessary to comply with Code of Civil Procedure section 384(b).

17. The Parties are hereby ordered to implement and comply with the terms of the Settlement. Notice of entry of this Order and the ensuing final judgment shall be given by Mallison & Martinez on behalf of Plaintiff and all Participating Class Members. It shall not be necessary to send notice of entry of this Order or the ensuing final judgment to Class Members.

IT IS SO ORDERED AND ADJUDGED.

Dated: OCT 28 2026

HON. BENJAMIN T. REYES, II
Judge of the Superior Court

10. 9:00 AM CASE NUMBER: C24-01041

CASE NAME: ADRIAN VASQUEZ VS. GOLDEN GATE MEAT COMPANY, INC.

***HEARING ON MOTION IN RE: FINAL APPROVAL OF CLASS ACTION SETTLEMENT (SET BY THE COURTROOM)**

FILED BY:

****TENTATIVE RULING:****

Summary

Before the Court is the unopposed motion of Plaintiff Adrian Vasquez ("Plaintiff") for final approval of a class action and Private Attorneys General Act ("PAGA") settlement against Defendant Golden Gate Meat Company, Inc., Jimi-Z Offenbach, Patricia A. Offenbach, Justin Offenbach, et. al. ("Defendants") Upon careful consideration, and for the reasons that follow, the motion is **granted**.

Background

This is a wage-and-hour class and representative action brought by a former hourly employee against Defendants, family-owned meat company and three of its principals. The Settlement resolves the action in its entirety by way of a non-reversionary gross fund of $600,000 for the benefit of approximately 130 class members, together with a $60,000 PAGA allocation payable to the Labor and Workforce Development Agency ("LWDA") and the aggrieved employees. No portion of the fund reverts to Defendants.

Plaintiff Adrian Vasquez is a former hourly, non-exempt employee of Defendants and serves as the class representative. Defendants are Golden Gate Meat Company, Inc. and the individual defendants Jimi-Z Offenbach, Patricia A. Offenbach, and Justin Offenbach, a family-owned enterprise operating in Contra Costa County. Class Counsel are Stan S. Mallison, Hector R. Martinez, and Cody A. Bolce of the firm Mallison & Martinez. Phoenix Settlement Administrators ("Phoenix") serves as the court-appointed settlement administrator.

Plaintiff commenced this action on April 17, 2024, and amended the complaint on June 26, 2024 to add a claim for civil penalties under PAGA. The operative pleading alleges, on behalf of all current and former non-exempt, hourly-paid employees, the failure to pay contractual, minimum, and overtime wages; meal and rest period violations; wage statement and recordkeeping violations; the failure to pay all wages upon termination; and violation of the Unfair Competition Law. The class period runs from April 17, 2020 through July 29, 2025; the PAGA period runs from April 10, 2023 through July 29, 2025.

The Court stayed formal discovery and directed the parties to exchange information and mediate. Class Counsel conducted informal discovery, reviewed Defendants' timekeeping and payroll records, and engaged an expert, whose model estimated class damages of $2,512,135 and potential PAGA penalties of $1,298,250. Defendants contested liability, produced arbitration agreements containing class action waivers, and raised substantial issues respecting certification, willfulness, and ability to pay. The parties participated in an all-day mediation before David Lowe on May 29, 2025, and accepted the mediator's proposal. This Court granted preliminary approval on May 27, 2026, and the signed order was filed on June 11, 2026.

Pursuant to the preliminary approval order, Phoenix mailed notice to all 130 identified class members on August 11, 2026, and set September 10, 2026 as the deadline to request exclusion, to object, or to dispute workweek information. As of September 18, 2026, Phoenix had received one timely opt-out request, no late opt-outs, no objections, and one workweek dispute. This response, one exclusion and no objections out of 130 notices, bespeaks substantial class satisfaction and supports a presumption of fairness.

The Court finds that the notice plan approved at preliminary approval was carried out in conformity with that order; that it constituted the best notice practicable under the circumstances and satisfied due process; and that it fairly apprised class members of the terms of the Settlement, their options, and this hearing.

Analysis

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement." (See also *Amaro v. Anaheim Arena Mgmt., LLC, supra,* 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (*Id.*, at 64-65.)]

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

Total Settlement and Disbursement Schedule. The Settlement establishes a Gross Settlement Amount of $600,000, non-reversionary, payable by Defendants in two installments: $120,000 (twenty percent) within fifteen business days after final approval, and the remaining $480,000 (eighty percent) within seven business days after the Effective Date. Defendants separately bear the employer's share of payroll taxes. After the approved deductions are made, the Net Settlement Amount is distributed pro rata as Settlement Shares to Participating Class Members based upon each member's workweeks worked during the Class Period, a method that reasonably tracks the alleged wage loss. For tax purposes, ten percent of each payment is attributed to wages (reported on a W-2, with withholding), eighty percent to penalties, and ten percent to interest (reported on a 1099). Settlement Shares unclaimed after 180 days are distributed *cy pres* to Legal Aid

at Work, a 501(c)(3) organization providing legal services to low-wage workers and a qualifying recipient under Code of Civil Procedure section 384(b).

PAGA Allocation. The Settlement allocates $60,000 of the gross fund to resolve the PAGA claim, of which $45,000 (seventy-five percent) is paid to the LWDA and $15,000 (twenty-five percent) is distributed to the aggrieved employees on a pro rata basis by pay periods worked during the PAGA Period, consistent with Labor Code section 2699(i). Plaintiff served the LWDA with the proposed Settlement on February 10, 2026. The Court finds the allocation reasonable in light of the dominance of the wage claims, the contested state of the penalty claims, and Defendants' asserted ability to pay.

Attorneys' Fees. Class Counsel requests $200,000, equal to one-third of the common fund, computed under the common fund doctrine. (*Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503; *Serrano v. Priest* (1977) 20 Cal.3d 25, 35.) Counsel has expended 187.2 hours and incurred a lodestar of $177,335 through September 23, 2026, yielding a modest multiplier of 1.13. A one-third percentage fee is well within the range traditionally approved by California courts and is amply supported by the lodestar cross-check. (*See Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478–481; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.)

Litigation Costs and Administration Expenses. Class Counsel seeks reimbursement of $18,866.26 in reasonable and documented litigation costs—including mediation, expert analysis, filing, and service expenses—an amount below the $25,000 estimate furnished to the class in the notice. Phoenix, selected as the lowest of the competing bids, is awarded $7,250.00 in settlement administration fees and expenses. The Court finds each sum reasonable and reasonably incurred for the benefit of the class.

Class Representative Incentive Award. Plaintiff Vasquez seeks a $10,000 incentive award, payable in addition to his Settlement Share, in recognition of approximately 59 hours of service rendered across the life of the litigation, his assumption of reputational and employment risk, and the benefit conferred upon the class and the LWDA. (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393–1395.) The Court finds the award proportionate to the time and effort expended and reasonable under the circumstances.

Fairness and Reasonableness. A class settlement may not be compromised without the Court's approval, and approval turns upon whether the settlement is fair, adequate, and reasonable. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128; *Dunk v. Ford Motor Co. supra*, 1801–1802.) Here, the parties negotiated at arm's length through mediation; the investigation and informal discovery were sufficient to permit counsel and the Court to act intelligently; counsel is experienced in comparable litigation; and the percentage of objectors is nil. The Court is satisfied, on the record developed under *Kullar* and *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409, that the Settlement is within the "ballpark" of reasonableness when measured against the estimated exposure, discounted by the genuine risks of certification, liability, penalty reduction, and collection.

Release. The class release tracks the claims pleaded in the operative complaint and the PAGA notice, extends only to the Class Period, and does not operate as a general release; class members do not waive Civil Code section 1542. The release is therefore appropriately tailored to the matters at issue.

Class Certification. For settlement purposes, the Court certifies the Settlement Class consisting of all current and former individuals who worked for Defendants in California as hourly-paid, non-exempt employees at any time between April 17, 2020 and July 29, 2025. The class is ascertainable from Defendants' employee and payroll records (*Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 932); joinder of 130

members is impracticable (*Hebbard v. Colgrove* (1972) 28 Cal.App.3d 1017, 1030); common questions of law and fact predominate; and Plaintiff's claims are typical of the class and are prosecuted by adequate counsel with no adverse interest. (*Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1019–1020; *Classen v. Weller* (1983) 145 Cal.App.3d 27, 46; *McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450–451.) The Court confirms Adrian Vasquez as Class Representative and Mallison & Martinez as Class Counsel.

The Court finds that the Settlement is fair, adequate, and reasonable; that it was reached through informed, arm's-length negotiation under the auspices of an experienced mediator; that notice was lawfully effected and drew a single opt-out and no objections; and that the requested attorneys' fees, litigation costs, administration expenses, and class representative incentive award are each reasonable and within the range of the Court's discretion. The Court certifies the Settlement Class, confirms class counsel and the class representative, approves the settlement and the cy pres designation, enters judgment, and retains jurisdiction to conduct a compliance hearing.

Conclusion

Good cause appearing, IT IS HEREBY ORDERED that Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement is **GRANTED**.

1. The Settlement, upon the terms and conditions and the release language set forth therein, is finally and unconditionally approved as fair, adequate, and reasonable and in the best interests of the Settlement Class and the aggrieved employees. The Settlement Class is finally certified, the Class Notice is approved as the best notice practicable, the sole opt-out is excluded from the class settlement and release, and Legal Aid at Work is approved as the cy pres recipient of unclaimed funds. Judgment shall enter binding each Participating Class Member as to the Class Released Claims and each aggrieved employee as to the PAGA Released Claims, and discharging those claims upon the Effective Date.

2. The Court will execute the proposed order lodged on September 30, 2026, attaching a copy of this ruling. Where the terms of the proposed order and this ruling conflicts, the terms of this ruling prevail.

3. The Court specifically approves the following payments from the Gross Settlement Amount of $600,000: $200,000 in attorneys' fees to Class Counsel; $18,866.26 in litigation costs to Class Counsel; $7,250.00 in administration fees and expenses to Phoenix Settlement Administrators; $10,000.00 to Plaintiff Adrian Vasquez as a class representative incentive award; and a $60,000 PAGA allocation, of which $45,000 shall be paid to the LWDA and $15,000 shall be distributed to the aggrieved employees pursuant to Labor Code section 2699(i).

4. **Five percent (5%) of the attorneys' fees—$10,000—shall be withheld by the Settlement Administrator and shall not be released to Class Counsel** except upon further order of this Court following a compliance hearing. The Court requests that Class Counsel sets a settlement compliance hearing for a date no later than one year from October 28, 2026, in Department 16.

5. Class Counsel shall file and serve a compliance statement a least nine (9) court days in advance of that hearing, addressing all matters required by Code of Civil Procedure section 384(b), including a final report on the disbursement of all funds.

6. The Parties are ordered to implement and comply with the terms of the Settlement. Notice of entry of this Order and the ensuing judgment shall be given by Mallison & Martinez on behalf of Plaintiff and all Participating Class Members, and need not be sent to individual class members. The Court retains jurisdiction to consider all further matters arising out of or in connection with the Settlement.