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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JOSE GARCIA VALLE, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

PACIFIC SHELLFISH, INC., a California
corporation; and DOES 1 through 100,
Inclusive,

Defendants.

Case No. 37-2021-00021898-CU-OE-CTL

[PROPOSED] JUDGMENT

Date: March 1, 2024
Time: 8:30 a.m.

Judge: Hon. Ronald F. Frazier
Department: 65

Trial Date: N/A
Action Filed: May 17, 2021

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action and Release of Claims ("Agreement") and Motion for Class Counsel Award and
3 Class Representative Service Award duly came on for hearing on March 1, 2024, before the above-
4 entitled Court. The parties having settled this action and the Court having entered an Order Granting
5 Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing
6 therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as "all current and former non-exempt employees who worked at any time for
10 Defendant in California during the Class Period." The Class Period is defined as the period from
11 May 17, 2017 to July 5, 2022.

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
24 Member who has not validly opted out has released the "Released Class Claims" against the
25 Defendant as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
27 The Released Class Claims are defined as all class claims that were pled or could have been pled in
28 the operative complaint in *Valle v. Pacific Shellfish, Inc.*, San Diego Superior Court, Case No. 37-

1 2021-0021898-CU-OE-CTL, and which were pled or could have been pled in the operative
2 complaint based on the facts alleged or ascertained during the pendency of the Action that arose
3 during the Class Period, but expressly excluding all other claims, including claims for vested
4 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
5 compensation, PAGA claims outside the PAGA Period, and class claims outside the Class Period.

6 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
7 Labor and Workforce Development Agency ("LWDA"), and the State of California, has released
8 the Defendant from the "Released PAGA Claims" for the "PAGA Period" as set forth in the
9 Agreement.

10 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
11 The Aggrieved Employees are defined as all current and former non-exempt employees who worked
12 at any time during the PAGA Period for Defendant in California. The Released PAGA Claims are
13 defined as all PAGA claims that were pled or could have been pled in the operative complaint in the
14 Action and Plaintiff's PAGA Notice to the LWDA which occurred during the PAGA Period, and
15 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
16 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
17 outside the PAGA Period. The PAGA Period means the period of April 6, 2021 to July 5, 2022.

18 9. This Court hereby grants final approval and awards the following: (i) One Hundred
19 Forty-Two Thousand Seventy-Three Dollars and Fifty-Two Cents (\$142,073.52) to Class Counsel
20 comprised of Attorneys' Fees in the amount of one-third of the Gross Settlement Amount, or One
21 Hundred Twenty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
22 (\$128,333.33) and Attorneys' Expenses in the amount of Thirteen Thousand Seven Hundred Forty
23 Dollars and Nineteen Cents (\$13,740.19); (ii) the Class Representative Service Award to Class
24 Representative Jose Garcia Valle in the amount of Ten Thousand Dollars and Zero Cents
25 (\$10,000.00); (iii) settlement administration costs of Nine Thousand Dollars and Zero Cents
26 (\$9,000.00) to ILYM Group, Inc. ("Claims Administration Expenses"); and (iv) Fifteen Thousand
27 Dollars and Zero Cents (\$15,000.00) (75% of the PAGA Payment) to the Labor and Workforce
28 Development Agency ("LWDA Payment").

1 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
2 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
3 section 2699(1)(3).

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
5 **ORDERED.**
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8 DATED: _____, 2024
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11 _____
12 Hon. Ronald F. Frazier
13 Judge, Superior Court for the State of California,
14 County of San Diego
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