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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~~ ORDER GRANTING FINAL
APPROVAL

Date: March 1, 2024

Time: 8:30 a.m.

Judge: Hon. Robert Longstreth

Department: C-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. Haines Law Group, APC, Zakay Law Group, APLC, and the JCL Law Firm, APC
5 appeared on behalf of Plaintiff JOSE GARCIA VALLE ("Plaintiff"). Raines Feldman, LLP
6 appeared on behalf of Defendant PACIFIC SHELLFISH, INC. (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2021-
15 00021898-CU-OE-CTL, entitled *Valle v. Pacific Shellfish, Inc.*, and over all Parties to this
16 litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On July 21, 2023, the Court granted preliminary approval of a class-wide
19 settlement. At this same time, the court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on November 9, 2023.
25 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was February 7, 2024.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion. 100% of the Class Members will be participating in the Settlement and will be sent
5 Individual Settlement Payments.

6 **Fairness Of the Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$385,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. The percentage of objectors and requests for exclusion is small. No
19 objections were received. No requests for exclusion were received.

20 e. The participation rate is high. 100% of Class Members will be
21 participating in the Settlement and will be sent settlement payments.

22 7. The consideration to be given to the Class Members under the terms of the
23 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
24 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
25 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
26 litigation and the delays which would ensue from continued prosecution of the Action.

27 8. The Agreement is finally approved as fair, adequate, and reasonable and in
28 the best interests of the Settlement Class Members.

1 **Class Counsel Award**

2 9. The Agreement provides for a Class Counsel Award in the amount of up to
3 One Hundred Fifty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
4 (\$153,333.33). Subject to Court approval, the award consists of Attorneys' Fees equal to one-third
5 (1/3) of the Gross Settlement Amount, or One Hundred Twenty-Eight Thousand Three Hundred
6 Thirty-Three Dollars and Thirty-Three Cents (\$128,333.33) and reimbursement of Attorneys'
7 Expenses in the amount of Thirteen Thousand Seven Hundred Forty Dollars and Nineteen Cents
8 (\$13,740.19).

9 10. An award to Class Counsel of One Hundred Forty-Two Thousand Seventy-
10 Three Dollars and Fifty-Two Cents (\$142,073.52) comprised of Attorneys' Fees in the amount of
11 One Hundred Twenty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
12 (\$128,333.33) and reimbursement of actually incurred Attorneys' Expenses in the amount of
13 Thirteen Thousand Seven Hundred Forty Dollars and Nineteen Cents (\$13,740.19) is reasonable in
14 light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
15 results achieved by Class Counsel. The requested Attorneys' Fees award represents 1/3 of the
16 common fund, which is reasonable and at the low end of the range for fee awards in common fund
17 cases and is supported by Class Counsel's lodestar.

18 **Class Representative Service Award**

19 11. The Agreement provides for a Class Representative Service Award of Ten
20 Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The
21 Court finds that the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff is
22 reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

23 **Claims Administration Expenses**

24 12. The Agreement provides for Settlement Administration Costs to be paid in
25 an amount not to exceed 9,000.00. The Declaration of the Settlement Administrator provides that
26 the actual claims administration expenses were \$9,000.00. The amount of this payment is
27 reasonable in light of the work performed by the Settlement Administrator.

1 II.
2 **ORDERS**

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 1. The Class is certified for the purposes of settlement only. The Settlement
5 Class is hereby defined to include all current and former non-exempt employees who worked at any
6 time for Defendant in California (“Class”) from May 17, 2017 to July 5, 2022 (“Class Period”).

7 2. Every person in the Class who did not submit and timely and validly Request
8 for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the
9 Settlement Administrator, none of the Class Members opted-out of the Settlement.

10 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
11 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
12 this Order and the terms of the Agreement.

13 4. Class Counsel are awarded One Hundred Forty-Two Thousand Seventy-
14 Three Dollars and Fifty-Two Cents (\$142,073.52) comprised of Attorneys’ Fees in the amount of
15 one-third of the Gross Settlement Amount, or One Hundred Twenty-Eight Thousand Three Hundred
16 Thirty-Three Dollars and Thirty-Three Cents (\$128,333.33) and Attorneys’ Expenses in the amount
17 of Thirteen Thousand Seven Hundred Forty Dollars and Nineteen Cents (\$13,740.19). Class
18 Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
19 Plaintiff, or members of the Class.

20 5. The payment of the Class Representative Service Award to Plaintiff in the
21 amount of \$5,000.00 is approved.

22 6. The payment of \$9,000.00 to the Settlement Administrator for Claims
23 Administration Expenses is approved.

24 7. The PAGA Payment of \$20,000.00 is hereby approved as fair, reasonable,
25 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
26 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
27 or collusion.
28

1 8. Final Judgment is hereby entered in this action. The Final Judgment shall
2 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
3 of Defendant from all class claims that were pled or could have been pled in the operative complaint
4 in *Valle v. Pacific Shellfish, Inc.*, San Diego Superior Court, Case No. 37-2021-0021898-CU-OE-
5 CTL, and which were pled or could have been pled in the operative complaint based on the facts
6 alleged or ascertained during the pendency of the Action that arose during the Class Period, but
7 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
8 unemployment insurance, disability, social security, workers' compensation, PAGA claims outside
9 the PAGA Period, and class claims outside the Class Period.

10 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
11 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
12 General Act ("PAGA") and shall release Defendant from all PAGA claims that were pled or could
13 have been pled in the operative complaint in the Action and Plaintiff's PAGA Notice to the LWDA
14 which occurred during the PAGA Period, and expressly excluding all other claims, including claims
15 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
16 workers' compensation, and PAGA claims outside the PAGA Period.

17 10. The term "Aggrieved Employees" is hereby defined as all current and former
18 non-exempt employees who worked at any time during the PAGA Period for Defendant in
19 California. The PAGA Period means the period between April 6, 2021 to July 5, 2022.

20 11. The Agreement is not an admission by Defendant, nor is this Final Approval
21 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
22 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
23 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
24 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
25 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
26 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
27 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
28 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose

1 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
2 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
3 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
4 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
5 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
6 or issue preclusion or similar defense as to the claims being released by the Settlement.

7 12. Notice of entry of this Final Approval Order and Judgment shall be given to
8 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
9 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
10 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
11 in the Notice Packet.

12 13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
13 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
14 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
15 connection with the distribution of settlement benefits.

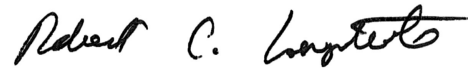
16 14. If the Settlement does not become final and effective in accordance with the
17 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
18 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
19 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

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1 15. The Court sets a compliance hearing for Thursday, September 26, 2024 at
2 8:30 a.m. Plaintiff is to file a declaration from the administrator regarding the status of disbursement
3 on or before September 17, 2024.
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5 **IT IS SO ORDERED.**
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7 DATED: 04/04/2024
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11 Hon. Robert Longstreth
12 Judge, Superior Court for the State of California,
13 County of San Diego
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