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 on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SACRAMENTO**

ANTHONY COE, an individual on behalf of
 himself and all others similarly situated,

Plaintiff,

vs.

PACIFIC CHOICE SEAFOOD COMPANY,
 an Oregon corporation; PACIFIC
 SEAFOOD, a business entity of unknown
 form; RESOURCE STAFFING GROUP,
 INC., an Oregon corporation; and DOES 1
 through 50, inclusive,

Defendants.

Case No.: 34-2020-00274708

Assigned for All Purposes To:
 Hon. Lauri A. Damrell
 Dept. 22

**AMENDED ~~[PROPOSED]~~ ORDER
 GRANTING FINAL APPROVAL OF
 CLASS ACTION SETTLEMENT, AWARD
 OF ATTORNEYS' FEES AND EXPENSES,
 AND SERVICE PAYMENT**

Date: September 19, 2025
 Time: 9:00am
 Dept.: 22

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1 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order,
2 including individual notice to all Class Members who could be identified through reasonable effort,
3 and the best notice practicable under the circumstances. The Class Notice provided due and adequate
4 notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including
5 the proposed Settlement as outlined in the Settlement Agreement, and fully satisfied the
6 requirements of California law, the California and United States Constitutions (including the Due
7 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court
8 rule 3.766, and any other applicable law. Consistent with the Preliminary Approval Order, the Class
9 Notice also provided due and adequate notice to Class Members of their right to exclude themselves
10 from the Settlement, as well as their right to object to any aspect of the proposed Settlement.

11 5. For the reasons set forth in the Preliminary Approval Order and in the transcript of
12 the proceedings of the preliminary approval hearing, which are adopted and incorporated by
13 reference, the Court finds the Settlement was entered into in good faith and further finds that the
14 Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the
15 Participating Class Members. Plaintiff has satisfied the standards and applicable requirements for
16 final approval of this class action Settlement under California law, including the provisions of
17 California Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule
18 of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*,
19 4 Cal. 3d 800, 821 (1971).

20 6. The Court approves the Settlement as set forth in the Settlement Agreement and finds
21 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
22 effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court
23 finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length
24 negotiations. In granting final approval of the Settlement Agreement, the Court considered the
25 nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of
26 settlement proceeds among the Participating Class Members, and the fact that a settlement
27 represents a compromise of the Parties' respective positions rather than the result of a finding of
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1 liability at trial. Additionally, the Court finds that the terms of the Settlement Agreement had no
2 obvious deficiencies and did not improperly grant preferential treatment to any individual Class
3 Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.
4 The Court makes final its earlier provisional certification of the Settlement Class, as set forth in the
5 Preliminary Approval Order.

6 7. As of the date of this Final Order, the Named Plaintiff and all Participating Class
7 Members shall be bound by the releases set forth in the Settlement Agreement.

8 8. Out of the total of 1,808 Class Members who were sent the Class Notice, zero Class
9 Members objected, and zero Class Members opted out of the Settlement.

10 9. The Court confirms D.Law, Inc., David Yeremian & Associates, Inc., and United
11 Employees Law Group, P.C., as Class Counsel and finds that Class Counsel has adequately
12 represented the Class for purposes of entering into and implementing the Settlement.

13 10. The Court finds the \$330,000.00 Gross Settlement Amount provided for under the
14 Settlement to be fair and reasonable. Defendants are required to make all payments necessary to
15 fund the Settlement in accordance with the terms of the Settlement Agreement. The Court approves
16 the following deductions from the Gross Settlement Amount: (1) a Class Counsel Fees Payment of
17 \$110,000.00 to Class Counsel; (2) a Class Counsel Litigation Expenses Payment of \$13,023.08 for
18 reimbursement of actual costs incurred by Class Counsel; (3) Class Representative Service Payment
19 of \$5,000.00 to Plaintiff; (4) an Administration Costs payment of \$19,000.00 for the Administrator;
20 and (5) PAGA Penalties, consisting of \$30,000.00, with a LWDA PAGA Payment of \$22,500.00 to
21 the Labor and Workforce Development Agency and \$7,500.00 to Aggrieved Employees to be
22 distributed on a pro-rata basis as Individual PAGA Payments.

23 11. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
24 set forth in Class Counsel's application, an award of Class Counsel Fees Payment in the amount of
25 \$110,000.00 and an award of Class Counsel Litigation Expenses Payment in the amount of
26 \$13,023.08 as final payment for and complete satisfaction of any and all attorneys' fees and costs
27 incurred by and/or owed to Class Counsel is hereby granted. The Court finds that Class Counsel's
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request falls within the range of reasonableness and that the result achieved justifies the award and that the requested expenses were reasonably incurred. The payment of Class Counsel Fees Payment and a Class Counsel Litigation Expenses Payment to Class Counsel shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

12. The Court finds and determines that the Class Representative Service Payment to Plaintiff, Anthony Coe, in the sum of \$5,000.00, in consideration for his service as the Class Representative is fair and reasonable. The Court hereby grants final approval to and orders that the payment of the Class Representative Service Payment be paid as provided by the Settlement Agreement.

13. The Court further approves the payment of Administration Costs of \$19,000.00 to CPT Group, Inc., to cover the costs of administration as provided for in the Settlement Agreement. The payment authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement.

14. The Court further finds that the Parties' proposed settlement of the claims brought under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*, is fair, reasonable, and adequate. Plaintiff provided notice of the Settlement to the Labor Workforce Development Agency ("LWDA") and will fully and adequately comply with the notice requirements of Labor Code section 2699(s). The Court hereby approves the settlement of the PAGA claims pursuant to the terms of the Settlement Agreement. The Parties are directed to effect this portion of the settlement as set forth in the Settlement Agreement, including the LWDA PAGA Payment and Individual PAGA Payment.

15. The Court also approves a payment of PAGA Penalties of \$30,000.00 for claims asserted under California's Private Attorneys General Act, with 75% of the PAGA Penalties (\$22,500.00) paid to the California Labor and Workforce Development Agency ("LWDA PAGA Payment") and the other 25% (\$7,500.00) to be paid to the Aggrieved Employees ("Individual PAGA Payment"). The PAGA Penalties are included in, and shall come from, the Gross Settlement Amount. The PAGA Penalties shall be made from the Gross Settlement Amount in accordance with

1 the terms of the Settlement Agreement.

2 16. The “Net Settlement Amount” means the Gross Settlement Amount, less the
3 following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA
4 PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class
5 Counsel Litigation Expenses Payment, and the Administration Cost payment. The remainder is to
6 be paid to Participating Class Members as Individual Settlement Payments on a pro rata basis.

7 17. The Court finds the settlement payments from the Net Settlement Amount provided
8 for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and
9 orders the calculations and the payments to be made and administered to the Participating Class
10 Members in accordance with the terms of the Settlement Agreement. The settlement payments
11 authorized by this paragraph shall be made in accordance with the terms of the Settlement
12 Agreement. It is also ordered that, after 180 days from the date of distribution of Individual Class
13 Payments and/or Individual PAGA Payments, the funds from any uncashed and voided checks will
14 be tendered to the California Controller’s Unclaimed Property Fund.

15 18. The Court sets a Distribution Compliance Hearing for June 26, 2026, at 10:30am. At
16 least 15 calendar days prior to the Compliance Hearing, Counsel shall file a declaration regarding
17 the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds
18 have been fully distributed, no appearance will be required.

19 19. Defendants shall not be required to pay any additional amounts in connection with
20 the Settlement other than those amounts specifically set forth in the Settlement Agreement.

21 20. The terms of the Settlement Agreement and this Order and Final Judgment are
22 binding on the Plaintiff, Participating Class Members, and Aggrieved Employees, as well as their
23 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
24 and assigns, and those terms shall have *res judicata* and other preclusive effect in all pending and
25 future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the
26 extent those claims, lawsuits or other proceedings assert released claims in the Settlement
27 Agreement.

1 21. Neither this Order and Final Judgment nor the Settlement Agreement (nor any other
2 document referred to in this Order and Final Judgment, nor any action taken to carry out this Order
3 and Final Judgment) is, may be construed as, or may be used as, an admission or concession by or
4 against the Defendants or the Released Parties of the validity of any claim or any actual or potential
5 fault, wrongdoing or liability. Entering into or carrying out the Settlement Agreement, and any
6 negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an
7 admission or concession as to the Defendants' denials or defenses and shall not be offered or
8 received in evidence in any action or proceeding against any party in any court, administrative
9 agency or other tribunals for any purpose whatsoever, except as evidence of the settlement or to
10 enforce the provisions of this Order and Final Judgment and the Settlement Agreement; *provided*,
11 *however*, that this Order and Final Judgment and the Settlement Agreement may be filed in any
12 action against or by the Defendants or the Released Parties to support a defense of *res judicata*,
13 collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and
14 credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

15 22. Accordingly, the Court enters this judgment consistent with the above and the
16 Parties' Settlement Agreement.

17 23. There is no reason to delay the enforcement of this Order and Final Judgment.

18 24. Without affecting the finality of the Settlement and this Order and Final Judgment,
19 this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing
20 jurisdiction over the above-captioned action and the Parties, including all Participating Class
21 Members, relating to the Action and the administration, consummation, enforcement and
22 interpretation of the Settlement Agreement, this Order and Final Judgment, and for any other
23 necessary purpose.

24 25. This Judgment is intended to be a final disposition of the above-captioned action in
25 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
26 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

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IT IS SO ORDERED.

10/01/2025
Dated: ~~September~~, 2025



Hon. Lauri A. Damrell
Judge of the Superior Court