

**OCT 21 2020**

Sherri R. Carter, Executive Officer/Clerk of Court  
By AKL Deputy  
Akwin Lim

**RECEIVED**  
LOS ANGELES SUPERIOR COURT  
**SEP 25 2020**  
S. DREW

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

JESSY CORREA, BRITTANY  
RODERICK, ERIC ANDRADE, and  
HENRY LINARES RODRIGUEZ, each as  
individuals and on behalf of all others  
similarly situated,

Plaintiff,

v.

HARBOR DISTRIBUTING, LLC, a limited  
liability company, and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: 19STCV37441 (and related Case No.  
20STCV05329)

[Assigned for all purposes to the Hon. William  
F. Highberger, Dept. 10]

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

19 09 2020

1 **ORDER**

2 WHEREAS, Plaintiffs Jessy Correa, Brittany Roderick, Eric Andrade, and Henry Linares  
3 Rodriguez (“Plaintiffs” or “Class Representatives”), individually and on behalf of all others  
4 similarly situated, have filed an unopposed Motion for Preliminary Approval of Class Action  
5 Settlement (“Unopposed Motion for Preliminary Approval”) requesting an order preliminarily  
6 approving the settlement of the above-entitled action (“Action”) in accordance with the Joint  
7 Stipulation of Settlement and Release of Claims (the “Settlement”), entered into by Plaintiffs and  
8 Defendant Harbor Distributing, LLC (“Defendant” or “Harbor”). (Plaintiffs and Defendant shall  
9 be collectively referred to herein as the “Parties”). All defined terms contained herein shall have  
10 the same meanings as those set forth in the Settlement.

11 The Court having considered all papers filed and proceedings herein and otherwise being  
12 fully informed of the premises and good cause appearing therefore,

13 NOW, THEREFORE, IT IS HEREBY ORDERED ADJUDGED, AND DECREED  
14 THAT:

15 1. This Order Preliminarily Approving Settlement incorporates by reference the  
16 definitions in the Settlement and all terms defined therein shall have the same meaning in this  
17 Order.

18 2. The Settlement is hereby PRELIMINARILY APPROVED as it appears to the  
19 Court on a preliminary basis that (a) the Settlement is fair, adequate and reasonable; (b) the  
20 Gross Fund Value and Net Fund Value are within the range of approval as fair, adequate, and  
21 reasonable when balanced against the probable outcome of further litigation relating to liability  
22 and damages issues; (c) investigation and research have been conducted such that the Parties’  
23 respective counsel at this time are able to reasonably evaluate their respective positions;  
24 (d) settlement at this time will avoid substantial additional costs by all Parties, as well as avoid  
25 the delay and risks that would be presented by the further prosecution of the Action; and (e) the  
26 Settlement has been reached as the result of intensive, serious and non-collusive, arms-length  
27 negotiations.  
28

1           3.       The Court finds preliminarily, and for purposes of proceeding pursuant to  
2 California Code of Civil Procedure § 382 for approval of the Settlement only, that Class  
3 Members are ascertainable and sufficiently numerous that joinder of all Class Members is  
4 impracticable, there are questions of law and fact common to the Class that predominate over  
5 any questions affecting only individual Class Members, the Plaintiffs' claims are typical of  
6 those in the Class, class certification is a superior method for implementing the Settlement and  
7 adjudicating this Action in a fair and efficient manner, the Class Representatives can fairly and  
8 adequately protect the Class's interests, and Class Counsel are qualified to serve as counsel for  
9 the Plaintiffs in their individual and representative capacity and for the Class.

10           4.       Accordingly, solely for purposes of effectuating this Settlement, this Court  
11 hereby conditionally certifies the "Class" and preliminarily approves the definition of the  
12 "Settlement Class Period," "PAGA Claim Period" and "FLSA Claim Period".

13           5.       The Court hereby preliminarily appoints as Class Counsel for settlement  
14 purposes only Kenneth H. Yoon, Stephanie E. Yasuda and Brian G. Lee of Yoon Law, APC,  
15 Kevin Mahoney and Atoy H. Wilson of Mahoney Law Group, APC, Christopher J. Hamner of  
16 Hamner Law Offices, APLC and Jose Renato Garay of Jose Garay APLC as Class Counsel.  
17 Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or  
18 consents required by, or which may be given pursuant to, the Settlement, and such other acts  
19 reasonably necessary to consummate the Settlement. Any Class Member may enter an  
20 appearance through counsel of such individual's own choosing and at such individual's own  
21 expense. Any Class Member who does not enter an appearance or appear on his or her own will  
22 be represented by Class Counsel.

23           6.       The Court hereby preliminarily appoints and designates Plaintiffs, for all  
24 purposes, as the Class Representatives of the Class.

25           7.       Should, for whatever reason, the Settlement not become final, the fact that the  
26 Parties were willing to stipulate to certification of the Class as part of the Settlement shall have  
27 no bearing on, nor be admissible in connection with, the issue of whether a class should be  
28 certified in a non-settlement context.

1 8. The Court hereby preliminarily approves the definition and disposition of the  
2 Gross Fund Value and Net Fund Value and related matters provided for in the Settlement.

3 9. The Court finds on a preliminary basis that the Settlement appears to be within  
4 the range of reasonableness of a settlement that could ultimately be given final approval by this  
5 Court. The Court has reviewed the monetary recovery that is being granted as part of the  
6 Settlement and recognizes its significant value to the Class.

7 10. The Court hereby preliminarily approves Class Counsel attorneys' fees in the  
8 amount of \$833,333.33, actual litigation expenses, Service Payment Awards to Plaintiffs Jessy  
9 Correa, Brittany Roderick, Eric Andrade, and Henry Linares Rodriguez in the amount of  
10 \$60,000, or \$15,000 each, and the PAGA Payment of \$250,000 (\$187,500.00 of which will be  
11 awarded to the State of California and \$62,500.00 will be awarded to the PAGA Aggrieved  
12 Employee Group).

13 11. The Court hereby approves, as to form and content, the Notice of Settlement to  
14 be distributed to Class Members attached as Exhibit A to the Settlement. The Court finds that  
15 distribution of the Notice of Settlement, substantially in the manner and form set forth in the  
16 Settlement and this Order, meets the requirements of due process, is the best notice practicable  
17 under the circumstances, and shall constitute due and sufficient notice to all persons entitled  
18 thereto.

19 12. The Court hereby appoints Phoenix Settlement Administrators as Settlement  
20 Administrator and hereby directs (a) Defendant to provide to the Settlement Administrator  
21 within fifteen (15) calendar days of this Order the information required by Section VII.B of the  
22 Settlement and (b) the Settlement Administrator to mail or cause to be mailed to Class Members  
23 the Notice of Settlement form, by first class mail within forty (40) calendar days of this Order  
24 using the procedures set forth in the Settlement.

25 13. All costs of mailing of the Notice of Settlement, whether foreseen or not, shall be  
26 paid from the Gross Fund Value, including the cost of searching for Class Members' addresses  
27 as provided in the Settlement.

28 14. A "Final Approval and Fairness Hearing" shall be held before this Court on  
Feb 24, 2021, at 1:30 pm in Department 10 of the Superior Court, County of

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2021 FEB 24 10 58 AM  
CLERK OF SUPERIOR COURT  
SAN JOSE, CALIFORNIA

Handwritten signature/initials in a circle.

1 Los Angeles, located at 312 N. Spring Street, Los Angeles, CA 90012 to determine all necessary  
2 matters concerning the terms of the Settlement.

3 15. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,  
4 other than proceedings necessary to carry out or enforce the terms of the Settlement and this  
5 Order, are hereby stayed.

6 16. If any Class Member decides to participate in the Settlement and become a  
7 Participating Settlement Class Member but disagrees with Defendant's records as to their Work  
8 Days the Participating Settlement Class Member shall have an opportunity to challenge the  
9 information by following the instructions that are set forth in the Notice of Settlement before the  
10 date of the Final Approval and Fairness Hearing. In the event of a challenge, it shall be resolved  
11 pursuant to the procedures set out in the Settlement and Notice.

12 17. Any Class Member may choose to opt-out of and be excluded from the Class by  
13 following the instructions for submitting a request for exclusion from the Class that are set forth  
14 in the Settlement and Notice of Settlement and within the required time period described therein.  
15 Any such person who chooses to opt-out of and be excluded from the Class will not be entitled  
16 to any recovery under the Settlement (with the exception of their equitable share of the PAGA  
17 Payment) and will not have any right to object, appeal or comment thereon. Each Class Member  
18 who has not requested exclusion/opted-out shall be a Participating Settlement Class Member  
19 and shall be bound by all determinations of the Court, the Settlement and the Final Judgment.

20 18. Any Participating Settlement Class Member may object to or submit comments  
21 by following the instructions for filing and serving objections or comments that are set forth in  
22 the Settlement and Notice of Settlement and within the required time period described therein.  
23 The Court shall retain final authority with respect to the consideration and admissibility of any  
24 objections. Any Qualified Claimant who objects to the Settlement shall be bound by the order  
25 of the Court.

26 19. The Settlement is not a concession or admission, and shall not be used against the  
27 Released Parties as an admission or indication with respect to any claim of any fault or omission  
28 by the Released Parties. Whether or not the Settlement is finally approved, neither the

1 Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor  
2 any reports or accounts thereof, shall in any event be:

3 (a) construed as, offered or admitted in evidence as, received as or deemed to be  
4 evidence for any purpose adverse to the Releasees, including, but not limited to,  
5 evidence of a presumption, concession, indication or admission by the Releasees  
6 of any liability, fault, wrongdoing, omission, concession or damage; or

7 (b) disclosed, referred to, offered or received in evidence against any of the  
8 Releasees in any further proceeding in the Action, or in any other action or  
9 proceeding, except for purposes of enforcing the Settlement once it receives final  
10 approval.

11 20. Pending final determination of whether the Settlement should be approved, the  
12 Class Representatives may not commence or prosecute any action or proceeding against  
13 Defendants or any of the Released Parties, in any court or tribunal, asserting any of the Released  
14 California Claims.

15 21. Jurisdiction is hereby retained over this Action, the Parties to the Action, and  
16 each of the Class Members for all matters relating to this Action, and this Settlement, including  
17 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or  
18 enforcement of this Settlement and this Order.

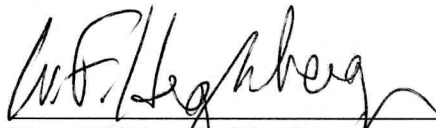
19 22. In the event the Settlement does not become effective in accordance with its  
20 terms, or the Settlement is not finally approved, or is terminated for any reason, this Order shall  
21 be rendered null and void and shall be vacated, and the Parties shall revert to their respective  
22 positions as of before entering into the Stipulation.

23 23. The Court reserves the right to adjourn or continue the date of the Final Approval  
24 and Fairness Hearing and all dates provided for in the Settlement without further notice to Class  
25 Members (or alternatively, with notice on the website to be maintained by the Settlement  
26 Administrator), and retains jurisdiction to consider all further applications arising out of or  
27 connected with the proposed Settlement.  
28

10/26/2020

IT IS SO ORDERED.

Dated: 10/21/2020

  
Hon. William F. Highberger  
Judge of the California Superior Court

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**PROOF OF SERVICE**

1     **STATE OF CALIFORNIA**                     )  
2   )     **ss.**  
3     **COUNTY OF LOS ANGELES**             )

4             I am employed in the County of Los Angeles, State of California. I am over the age of 18 years  
5     and not a party to the within action; my business address is One Wilshire Boulevard, Suite 2200, Los  
6     Angeles, California 90017.

7             On September 25, 2020, I served the following documents described as:

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

8     on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes  
9     addressed as shown on the attached mailing list.

10         **(BY FACSIMILE)**

11     I am readily familiar with the business practices of this office. The telephone number of the  
12     facsimile machine I used was (213) 489-9961. This facsimile machine complies with Rules  
13     2003(3) of the California Rules of Court. Upon transmission, no error was reported by the  
14     facsimile machine and a printed copy of the machine's transmission record indicating that the  
15     transmission was successfully completed is attached to this declaration.

16         **(BY E-MAIL)**

17     The documents were sent as an attachment to an email, with two types of delivery confirmation:  
18     Delivery Receipt and Read Receipt. Upon sending, no error was reported and I received a  
19     Delivery Receipt, confirming that the message and documents reached the above email address

20         **(BY CASE ANYWHERE)**

21     Based on a court order to accept service by electronic means, I caused a true and correct copy of  
22     the document(s) to be served electronically on counsel of record by transmission to Case  
23     Anywhere.

24         **(BY MAIL)**

25     I am familiar with my employer's mail collection and processing practices; know that mail is  
26     collected and deposited with the United States Postal Services on the same day it is deposited in  
27     the interoffice mail; and know that postage thereon is fully prepaid.

28         **(BY FEDERAL EXPRESS COURIER AND COURTESY EMAIL)**

   I am "readily familiar" with the firm's practice of collection and processing correspondence  
   for Federal Express delivery. Under that practice it would be deposited with the Federal  
   Express Courier on that same day at Los Angeles, California in the ordinary course of  
   business.

    **(State)**             I declare under penalty of perjury that the above is true and correct.

    **(Federal)**            I declare that I am employed in the office of a member the Bar of this Court at  
   whose direction the service was made.

   Executed on September 25, 2020, at Los Angeles, California.

  
\_\_\_\_\_

DIANA JIMENEZ



1 *Jessy Correa v. Harbor Distributing, LLC*  
2 Superior Court of California, County of Los Angeles, Case No.: 19STCV37441

3 **SERVICE LIST**

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