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FILED
SAN MATEO COUNTY

JUN 26 2020

Clerk of the Superior Court

By


DEPUTY CLERK

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN MATEO**

10 CHRISTOPHER HUFFMAN; individually,
11 and on behalf of other members of the general
12 public similarly situated; FREDERICK
13 BAUZON, individually and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act,

14 Plaintiffs,

15 v.

16 PACIFIC GATEWAY CONCESSIONS LLC,
a California limited liability company; and
17 DOES 1 through 100, inclusive,

18 Defendant.

Case No.: 19CIV00412

Honorable Marie S. Weiner
Department 2

CLASS ACTION

JUDGMENT and
[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT

Date: June 26, 2020
Time: 2:00 p.m.
Department: 2

Complaint Filed: January 18, 2019
FAC Filed: December 12, 2019
Trial Date: None Set

1 This matter has come before the Honorable Marie S. Weiner in Courtroom 2E of the above-
2 entitled Court, located at 400 County Center, Redwood City, California 94063, on Plaintiffs
3 Christopher Huffman and Frederick Bauzon's ("Plaintiffs") Motion for Final Approval of Class
4 Action Settlement, Attorneys' Fees and Costs, and Service Payments ("Motion for Final
5 Approval").

6 On January 15, 2020, the Court entered the Order Granting Preliminary Approval of Class
7 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
8 of the above-entitled action ("Action") reached by Plaintiffs and Defendant Pacific Gateway
9 Concessions LLC ("Defendant") in accordance with the Joint Stipulation of Class Action and
10 PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), which
11 sets forth the terms and conditions for settlement of the Action.

12 Having reviewed the Settlement Agreement and duly considered the parties' papers and
13 oral argument, and good cause appearing,

14 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

15 1. All terms used herein shall have the same meaning as defined in the Settlement
16 Agreement and the Preliminary Approval Order.

17 2. This Court has jurisdiction over the claims of the Class Members asserted in this
18 proceeding and over all parties to the Action.

19 3. The Court finds that the applicable requirements of California Code of Civil
20 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
21 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
22 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
23 hereby defined to include:

24 All current and former hourly-paid or non-exempt employees of Defendant Pacific
25 Gateway Concessions LLC or Defendant and any of its joint-venture and
26 predecessor entities including PGC-PCI San Diego, LLC, PGC SFO Ventures LLC,
27 PGC-AIR LAX, LLC, and Pacific Gateway Concessions Sacramento LLC in
28 California at any time during the period from January 18, 2015 through January 15,
2020 ("Class" or "Class Members").

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1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to Class
2 Members, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
4 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,
5 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
6 California, the United States Constitution, due process and other applicable law. The Class Notice
7 fairly and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 of \$3,500,000
11 and finds that it is reasonable and adequate, in the best interests of the Class as a whole, and was
12 entered in good faith pursuant to and within the meaning of California Code of Civil Procedure
13 section 877.6. More specifically, the Court finds that the Settlement was reached following
14 meaningful discovery and investigation conducted by Lawyers for Justice, PC (“Class Counsel”);
15 that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations
16 between the parties; and that the terms of the Settlement are in all respects fair, adequate, and
17 reasonable. In so finding, the Court has considered all of the evidence presented, including
18 evidence regarding the strength of Plaintiffs’ case; the risk, expense, and complexity of the claims
19 presented; the likely duration of further litigation; the amount offered in the Settlement; the extent
20 of investigation and discovery completed; and the experience and views of Class Counsel. The
21 Court has further considered the absence of Notices of Objection or Requests for Exclusion from
22 Class Members. Accordingly, the Court hereby directs that the Settlement be affected in
23 accordance with the Settlement Agreement and the following terms and conditions.

24 6. A full opportunity has been afforded to the Class Members to participate in the
25 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
26 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
27 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
28 valid and timely Request for Exclusion (“Settlement Class Members”) are bound by this Final
Approval Order and Judgment.

1 7. The Court finds that payment of Settlement Administration Costs in the amount of
2 \$11,257 is appropriate for the services performed and costs incurred and to be incurred for the
3 notice and settlement administration process. It is hereby ordered that the Settlement
4 Administrator, Atticus Administration, LLC, shall issue payment to itself in the amount of \$11,257
5 in accordance with the Settlement Agreement.

6 8. The Court finds that the Service Payments sought are fair and reasonable for the
7 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
8 Administrator issue payments in the amounts of \$10,000 to Plaintiff Christopher Huffman and
9 \$5,000 to Plaintiff Frederick Bauzon for their Service Payments, for a combined amount of
10 \$15,000, according to the terms set forth in the Settlement Agreement.

11 9. The Court finds that the allocation of \$100,000 toward penalties under the Private
12 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA Penalties")
13 is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall
14 distribute the PAGA Penalties as follows: the amount of \$75,000 to the California Labor and
15 Workforce Development Agency, and the amount of \$25,000 to be included in the Net Settlement
16 Amount for distribution to Settlement Class Members, according to the terms set forth in the
17 Settlement Agreement.

18 10. The Court finds that the requested attorneys' fees in the amount of \$1,225,000 to
19 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
20 sought. The requested attorneys' fees to Class Counsel in the amount of \$1,225,000 are fair,
21 reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement
22 Administrator issue payment in the amount of \$1,225,000 to Lawyers *for* Justice, PC for attorneys'
23 fees, in accordance with the Settlement Agreement.

24 11. The Court finds that reimbursement of litigation costs and expenses in the amount
25 of \$22,138.47 to Class Counsel is reasonable and is hereby approved. It is hereby ordered that the
26 Settlement Administrator issue payment in the amount of \$22,138.47 to Lawyers *for* Justice, PC
27 for reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement.

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1 12. The Court hereby enters Judgment by which Settlement Class Members shall be
2 conclusively determined to have given a release of any and all Released Claims against the
3 Released Parties, as set forth in the Settlement Agreement and Class Notice.

4 13. It is hereby ordered that Defendant shall transmit the Maximum Settlement Amount
5 and an amount sufficient to pay Employer Taxes to the Settlement Administrator within thirty (30)
6 calendar days of the Effective Date, in accordance with the Settlement Agreement.

7 14. It is hereby ordered that within seven (7) calendar days of the funding of Maximum
8 Settlement Amount, the Settlement Administrator shall distribute the Individual Settlement
9 Payments to the Settlement Class Members according to the methodology and terms set forth in
10 the Settlement Agreement.

11 15. It is ordered that the funds associated with any and all Individual Settlement
12 Payment checks issued to Settlement Class Members will remain valid and negotiable for one
13 hundred eighty (180) calendar days and shall be cancelled thereafter. The funds associated with
14 cancelled Individual Settlement Payment checks will be transmitted to Legal Aid at Work –
15 Workers' Rights Clinic.

16 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
17 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
18 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
19 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
20 any dispute arising from or in connection with the distribution of settlement benefits.

21 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
22 Class Members by posting a copy of the Final Approval Order and Judgment on Atticus
23 Administration, LLC's website for a period of at least sixty (60) calendar days after the date of
24 entry of this Final Approval Order and Judgment. Individualized notice is not required.

25 *Plaintiffs shall file and serve Notice of Entry of Judgment.*

26 Dated: 6/26/20


HONORABLE MARIE S. WEINER
JUDGE OF THE SUPERIOR COURT

*to counsel for all parties
and to LWDA.*

SERVICE LIST

Huffman v. Pacific Gateway, Class and PAGA Action 19CIV00412
As of October 2019

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