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and on behalf of all others similarly situated
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF MARIN**
14

15 JENS HIERSEMANN, individually, and on
behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 HOG ISLAND OYSTER COMPANY, INC., a
California corporation; and DOES 1 through 10,
19 inclusive,

20 Defendants.
21
22

Case No.: CV0000309

*Assigned for all purposes to:
Hon. Sheila S. Lichtblau, Dept. H*

**~~PROPOSED~~ REVISED ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: May 28, 2025
Time: 1:30 p.m.
Dept.: H

~~**[PROPOSED]**~~ **ORDER**

1
2 Having reviewed Plaintiff Jens Hiersemann’s (“Plaintiff”) Motion for Preliminary
3 Approval of Class Action Settlement (“Motion”), the Declarations of John G. Yslas and
4 Jonathan Melmed, the declarations of Jens Hiersemann and Hernandito Perez-Perez, and the
5 Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”),
6 and good cause appearing, the Court finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
10 terms set forth in the Settlement Agreement between Plaintiff and Defendant Hog Island Oyster
11 Company, Inc. (“Defendant” or “Hog Island”), attached to the Declaration of John G. Yslas in
12 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement as **Exhibit**
13 **1**.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$825,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
19 a \$41,250.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
20 which (\$30,937.50) will be paid to the State of California, Labor & Workforce Development
21 Agency and 25% of which (\$10,312.50) will be paid to eligible Aggrieved Employees; (c) Class
22 Representative service payment of up to \$10,000.00 to each Plaintiff; (d) Class Counsel’s
23 attorneys’ fees, not to exceed one-third of the Gross Settlement Amount (i.e., \$275,000.00), and
24 up to \$37,500.00 in costs for actual litigation expenses incurred by Class Counsel; and (e)
25 Settlement Administration Costs of up to \$11,750.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the Class Members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
12 Workforce Development Agency for its share of the settlement of claims for penalties under the
13 Private Attorneys General Act, and the Class Representative's enhancement awards should be
14 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
15 in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Class"): "all persons currently or formerly employed by Hog Island Oyster Company, Inc.
18 as hourly-paid, non-exempt employees in the State of California who worked during the Class
19 Period."

20 6. "Class Period" means the period from June 1, 2019 through the date the Court
21 grants preliminary approval of the Settlement.

22 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
23 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
24 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
25 of law and fact that are common, or of general interest, to all Settlement Class Members, which
26 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
27 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
28 the interests of the Settlement Class Members; and (5) a class action is superior to other

1 available methods for the fair and efficient adjudication of the controversy.

2 8. The Court appoints as Class Representatives, for settlement purposes only,
3 Plaintiffs Jens Hiersemann and Hernandito Perez-Perez. The Court further preliminarily
4 approves Plaintiffs' ability to request an incentive award up to \$10,000.00 each.

5 9. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Bils,
6 Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC and Jonathan Melmed, Kyle
7 D. Smith, and Jaqueline Antillón of Melmed Law Group P.C., as Class Counsel. The Court
8 further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-
9 third of the Gross Settlement Amount (i.e., \$275,000.00), and costs not to exceed \$37,500.00.

10 10. The Court appoints Apex Class Action Administration as the Settlement
11 Administrator with reasonable administration costs estimated not to exceed \$11,750.00.

12 11. The Court approves, as to form and content the Class Notice, attached to the
13 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
14 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
15 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
16 thereto.

17 12. The Parties are ordered to carry out the Settlement according to the terms of the
18 Settlement Agreement.

19 13. Any Class Member who does not timely and validly request exclusion from the
20 Settlement may object to the Settlement Agreement.

21 14. The Court orders the following Implementation Schedule:

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EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	June 9, 2025 (10 days after MPA granted)
Settlement Administrator to mail the Notice Packets	June 23, 2025 (14 days after receipt of Class Data)
Class Member Response Deadline	August 7, 2025 (45 days after mailing Notice to Class)
Class Member Deadline to Object	August 7, 2025 (45 days after mailing Notice to Class)
Deadline for Administrator to Submit Declaration in Support of Motion for Final Approval	September 8, 2025 (14 days before the last day to file Plaintiff's Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiff)
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiff	September 22, 2025 (16 court days before the calendared Final Approval Hearing)
Final Approval Hearing	October 15, 2025 at 1:30 p.m.

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1 15. The Court further ORDERS that, pending further order of this Court, all
2 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

3 **IT IS SO ORDERED.**

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6 DATE: **06/02/2025**



Hon. Sheila S. Lichtblau
Marin County Superior Court

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1 **PROOF OF SERVICE**

2 *Jens Hiersemann v. Hog Island Oyster Company, Inc.*
3 *Case No.: CV0000309*

4 STATE OF CALIFORNIA)
5) ss
6 COUNTY OF LOS ANGELES)

7 I, Celenia Ramos, state that I am employed in the aforesaid County, State of California; I am
8 over the age of eighteen years and not a party to the within action; my business address is 3055
9 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is
10 celenia.ramos@wilshirelawfirm.com

11 On **May 28, 2025**, I served the foregoing:

- 12 • **[PROPOSED] REVISED ORDER GRANTING MOTION FOR PRELIMINARY**
13 **APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

14 on the interested parties in this action by following one of the methods of service as follows:

15 **ANDERSON ZEIGLER**

16 Christopher Mazzia (CA Bar No. 95513)
17 Email: cmazzia@andersonzeigler.com
18 Tal Segev (CA Bar No. 346482)
19 Email: tsegev@andersonzeigler.com
20 50 Old Courthouse Square, 5th Floor
21 Santa Rosa, CA 95404

22 **RYBICKI & ASSOCIATES, P.C.**

23 Richard C. Rybicki (CA Bar No. 160096)
24 Jacqueline K. Loveless (CA Bar No. 173308)
25 10 Executive Court, Suite 204
26 Napa, CA 94558
27 Email: e-service@rybickiassociates.com

28 Attorneys for Defendant HOG ISLAND OYSTER COMPANY, INC.

29 (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
30 accept service by electronic transmission, I caused the documents to be sent to the person at the
31 email addresses listed above using One Legal.

32 I declare under the penalty of perjury under the laws of the State of California, that the
33 foregoing is true and correct.

34 Executed on **May 28, 2025**, at Los Angeles, California.

35 Celenia Ramos



36 _____
37 Type or Print Name

38 _____
Signature