

FILED
San Diego Superior Court

OCT 09 2026

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JAMES CATO JR., individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

PRISM MARITIME LLC, a Virginia limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 37-2022-00017047-CU-OE-CTL

Honorable Judy S. Bae
Department C-62

AND PAGA
CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: October 9, 2026
Time: 9:10 a.m.
Department: C-62

Complaint Filed: May 5, 2022
FAC Filed: August 20, 2025
Trial Date: None Set

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

1 This matter has come before the Honorable Judy S. Bae, in Department C-62 of the
2 above-entitled Court, located at 330 W Broadway, San Diego, California 92101, on October 9,
3 2026 at 9:10 a.m., on Plaintiff James Cato Jr.'s ("Plaintiff") Motion for Final Approval of Class
4 Action and PAGA Settlement, Attorneys' Fees and Costs, and Enhancement Payment ("Motion
5 for Final Approval"). Lawyers for Justice, PC, appeared on behalf of Plaintiff and the Class,
6 and the Petit Kohn Ingrassia Lutz & Dolin PC appeared as counsel for Defendant Prism
7 Maritime LLC ("Defendant").

8 On March 27, 2026, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled actions in accordance with the Joint Stipulation of Class
11 Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
12 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and
13 conditions for settlement of the Action.

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

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

- 17 1. The Motion for Final Approval is granted in its entirety.
- 18 2. This Final Approval Order and Judgment incorporates by reference the
19 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
20 terms used, but not defined, herein shall have the same meanings as in the Settlement
21 Agreement and Preliminary Approval Order.
- 22 3. Unless otherwise specified, all citations and references to the Private Attorneys
23 General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA") are to the version
24 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
25 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §
26 2699, subd. (v), as amended, because the notice to the Labor and Workforce Development
27 Agency ("LWDA") was filed prior to June 19, 2024.

1 4. This Court has jurisdiction over the Class Members as it pertains to the Action
2 and the claims asserted in the Action, the Court also has jurisdiction over all parties to the
3 Action as it pertains to the Action and the claims asserted in the Action.

4 5. The Court finds that the applicable requirements of California Code of Civil
5 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
6 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
7 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

8 6. The Class is hereby defined to include: all current and former non-exempt,
9 hourly-paid employees who were employed by Defendant in California at any time during the
10 period from May 5, 2018 through February 14, 2025 (“Class” or “Class Members”).

11 7. The aggrieved employees for purposes of the PAGA Settlement are hereby
12 defined to consist of the following individuals: all current and former non-exempt, hourly-paid
13 employees who were employed by Defendant in California during the period from September 7,
14 2022 through February 14, 2025 (“PAGA Employees”).

15 8. The Court finds that the Court Approved Notice of Class Action and PAGA
16 Settlement and Release and Hearing Date for Final Court Approval (“Class Notice”) that was
17 provided to the Class Members, fully and accurately informed the Class Members of all
18 material elements of the Settlement, of their opportunity to participate in the Settlement, object
19 to or comment on the Class Settlement, or to seek exclusion from the Class Settlement; the
20 Class Notice was the best notice practicable under the circumstances; was valid, due, and
21 sufficient notice to all Class Members; and complied fully with the laws of the State of
22 California, the United States Constitution, due process and other applicable law. The Class
23 Notice fairly and adequately described the Settlement and provided the Class Members with
24 adequate instructions and a variety of means to obtain additional information.

25 9. Pursuant to California law, the Court hereby grants final approval to the
26 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
27 Class as a whole. More specifically, the Court finds that the Settlement was reached following
28 meaningful informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class

Counsel”), and that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections by Settlement Class Members to the Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

10. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class Members who did not submit a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class Members”), are bound by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Maximum Settlement Amount, shall waive, release, and discharge the Released Parties, and each of them, from the Released Class Claims.

11. The Court finds that Plaintiff has satisfied the prerequisites under PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2). Pursuant to

1 California Labor Code § 2699(1)(2), the Court has also considered and reviewed the PAGA
2 Settlement and the allocation of \$60,000.00 toward civil penalties under the California Private
3 Attorneys General Act of 2004 (“PAGA Amount”), and the Court finds that they are fair,
4 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute
5 the PAGA Amount as follows: the amount of \$45,000.00 to the LWDA (“LWDA Payment”),
6 and the amount of \$15,000.00 to the PAGA Employees (“PAGA Employee Amount”), in
7 accordance with the terms and methodology set forth in the Agreement.

8 12. The Court determines that Plaintiff, the State of California (with respect to
9 PAGA Employees), and all PAGA Employees are bound by the PAGA Settlement and this
10 Final Approval Order and Judgment, and thereby, as of the Effective Date, shall waive, release,
11 and discharge the Released Parties, and each of them, from the Released PAGA Claims.

12 13. The Court hereby directs that the Settlement be affected in accordance with the
13 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
14 herein.

15 14. The Court finds that payment of Settlement Administration Costs in the amount
16 of \$7,850.00 to ILYM Group, Inc. (“ILYM” or “Settlement Administrator”), is appropriate for
17 the services performed and costs incurred and to be incurred for the notice and settlement
18 administration process, and is hereby approved. It is hereby ordered that the Settlement
19 Administrator shall issue payment to itself in the amount of \$7,850.00, in accordance with the
20 terms and methodology set forth in the Settlement Agreement.

21 15. The Court finds that the Enhancement Payment in the amount of \$10,000.00 to
22 Plaintiff is fair and reasonable, and hereby approved. It is hereby ordered that the Settlement
23 Administrator issue payment in the amount of \$10,000.00 to Plaintiff for his Enhancement
24 Payment, according to the terms set forth in the Settlement Agreement.

25 16. The Court finds that attorneys’ fees in the amount of \$280,000.00 to Class
26 Counsel falls within the range of reasonableness and that the results achieved justify the award
27 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue
28

1 payment in the amount of \$280,000.00 to Class Counsel for attorneys' fees, in accordance with
2 the terms and methodology set forth in the Settlement Agreement.

3 17. The Court finds that reimbursement of litigation costs and expenses in the
4 amount of \$12,451.20 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
5 that the Settlement Administrator issue payment in the amount of \$12,451.20 to Class Counsel
6 for reimbursement of litigation costs and expenses, in accordance with the terms and
7 methodology set forth in the Settlement Agreement.

8 18. It is hereby ordered that within thirty (30) calendar days of the Effective Date,
9 Defendant will deposit the Maximum Settlement Amount, (i.e., \$800,000.00), plus an amount
10 sufficient to pay the Employer Taxes, with the Settlement Administrator.

11 19. Within seven (7) calendar days after the funding of the Maximum Settlement
12 Amount, the Settlement Administrator will issue the Individual Settlement Payments to
13 Settlement Class Members, Individual PAGA Payments to PAGA Employees, the LWDA
14 Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class
15 Counsel and Settlement Administration Costs to itself.

16 20. Each check issued to a Settlement Class Member and/or PAGA Employee for his
17 or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid for a
18 period of one hundred eighty (180) calendar days from the date of issuance of the check, and
19 after this time period, the check(s) shall be cancelled. The funds associated with checks issued
20 to Settlement Class Members and PAGA Employees that have not been cashed or deposited
21 within the 180-day period shall be transmitted to the San Diego County Bar Foundation,
22 pursuant to California Code of Civil Procedure Section 384. All Settlement Class Members
23 shall be bound by the terms and conditions of the Class Settlement regardless of whether or not
24 they cash or otherwise negotiate their Individual Settlement Payment checks. All PAGA
25 Employees shall be bound by the terms and conditions of the PAGA Settlement regardless of
26 whether or not they cash or otherwise negotiate their Individual PAGA Payment checks.

27 21. After entry of this Final Approval Order and Judgment, pursuant to California
28 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,

1 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
2 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
3 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
4 with the distribution of settlement benefits.

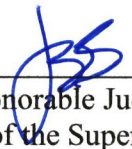
5 22. Individualized notice of this Final Approval Order and Judgment is not required.
6 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
7 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
8 date of entry of this Final Approval Order and Judgment.

9 23. A Final ^{Accounting}~~Compliance~~ Hearing is set for July 23, 2027 at
10 9:10 ~~a.m./p.m.~~ in Department C-62. Class Counsel shall submit the Settlement
11 Administrator's accounting report regarding the status of the funding and disbursement of the
12 Settlement at least five (5) court days prior to the Final Compliance Hearing.

13 **IT IS SO ORDERED.**

14
15 DATE:

10/9/2026



The Honorable Judy S. Bae
Judge of the Superior Court