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Superior Court of California,
County of Monterey
On 7/18/2018
By Deputy: Cummings, Lorielle

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Attorneys for Plaintiff Sergio Flores and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

Sergio Flores, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

Aqua Terra Culinary, Inc. dba Samson Café,
Point Pinos Grill, a California Corporation; Dory
Ford, an individual,

Defendants.

Case No. 17CV002672

~~PROPOSED~~
FINAL JUDGMENT

Date: July 18, 2018
Time: 2:00 p.m.
Dept.: 1 (Salinas Courthouse)
Judge: Hon. Lydia Villarreal (Complex)

1 1. On July 18, 2018, the Court entered a Final Approval Order granting final approval of
2 the class action settlement (the “Settlement Agreement”) between Plaintiff Sergio Flores (“Plaintiff”),
3 individually and on behalf of all others similarly situated, for final approval of his class action
4 settlement with Aqua Terra Culinary, Inc., Samson Café, Point Pinos Grill and Dory Ford
5 (“Defendant” or “Aqua Terra”). As set forth in the Court’s Final Approval Order, all 29 Class
6 Members are hereby bound by the Final Approval Order, the Release in the Agreement, and the other
7 terms of the Settlement Agreement.¹

8 2. Defendant shall fund the settlement in the gross amount of \$140,000 in accordance with
9 the terms of the Settlement Agreement and the allocations set forth in the Final Approval Order.
10 Specifically, Defendant shall fund the settlement pursuant to the following timeline:

11	1.	Deadline for Defendant to wire first installment of the Gross Settlement Amount to the Settlement Administrator	[Within 30 days of the Court’s Granting Final Approval, pursuant to the Payment Plan]
12	2.	Deadline for Defendant to wire second installment of the Gross Settlement Amount to the Settlement Administrator	[Within 180 days after the first installment, pursuant to the Payment Plan]
13	3.	Deadline for Defendant to wire third installment of the Gross Settlement Amount to the Settlement Administrator	[Within 180 days after the second installment, pursuant to the Payment Plan]
14	4.	Deadline for Defendant to wire fourth installment of the Gross Settlement Amount to the Settlement Administrator	[Within 180 days after the third installment, pursuant to the Payment Plan]
15	5.	Deadline for Defendant to wire fifth installment of the Gross Settlement Amount to the Settlement Administrator	[Within 180 days after the fourth installment, pursuant to the Payment Plan]
16	6.	Deadline for Defendant to wire sixth (final) installment of the Gross Settlement Amount to the Settlement Administrator	[Within 180 days after the fifth installment, pursuant to the Payment Plan]


17 3. The Court retains continuing jurisdiction over the Action and the Settlement, including
18 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
19 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-
20 Judgment matters as may be appropriate under court rules or applicable law.

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25 ¹ The Class is defined as: all current and former individuals who are or have been classified as independent contractors by
26 Defendant in California, and who worked for Defendant more than thirty days at any time from March 1, 2013 through
27 April 2, 2018. The Released Parties are: Aqua Terra Culinary, Inc., Samson Café, Point Pinos Grill, Dory Ford and all of
28 their affiliated entities, and all of their shareholders, owners, officers, directors, agents, managing agents, employees,
29 insurers, and attorneys. The Released Claims are defined as “all claims in the operative Class Action Complaint, including
claims for misclassification, unpaid overtime wages, rest break violations, meal break violations, wage statement penalties,
waiting time penalties, PAGA penalties, and Unfair Competition Law claims pursuant to California Labor Code sections
201-203, 226.8, 226.7, 510, 512, 1194, 1194.2, 2698-2699, IWC Wage Order No. 5, sections 11 and 12, and claims under
sections 17200 – 17204 of the California Business and Professions Code based on the foregoing.

1 A compliance hearing is set for July 24, 2019 at 2:00 pm in Dept 1. A report shall be filed 10
2 court days before the hearing. 50% of any uncashed checks will go to the CRLA Foundation.

3 **IT IS SO ORDERED.**

4 DATED: **July 18, 2018**

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HON. LYDIA VILLARREAL
JUDGE OF THE MONTEREY COUNTY SUPERIOR COURT