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County of Monterey
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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]~~

ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ATTORNEYS' FEES AND COSTS

Date: July 18, 2018

Time: 2:00 p.m.

Dept.: 1 (Salinas Courthouse)

Judge: Hon. Lydia Villarreal (Complex)

1 On July 18, 2018, the Court held a hearing on Plaintiff's Motion for Final Approval of Class
2 Action Settlement and Attorneys' Fees and Costs. Jonathan Melmed of Melmed Law Group P.C. and
3 Brian C. Mathias of Law Offices of Brian Mathias appeared on behalf of Plaintiff, and Hudson Martin
4 Ferrante Street Witten & DeMaria PC appeared on behalf of Defendants.

5 The Court has reviewed the Class Notice and related forms and the notice procedures that the
6 parties implemented in accordance with the Court's Order on Plaintiff's motion for preliminary approval
7 of the class action settlement. The Court finds that Class Members have duly been given notice of the
8 Settlement, to participate in the settlement by doing nothing, to contest the number of weeks-worked
9 specified on their Share Forms, exclude themselves from the Settlement, and comment on or object to
10 the Settlement or any of its terms. Having read and considered the Settlement, the papers filed in
11 support of Plaintiff's unopposed motion, the Court GRANTS final approval of the Settlement and
12 ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS:

13 1. All terms used in this Order Confirming Certification of Class Action and Granting Final
14 Approval of Class Action Settlement (the "Order") shall have the same meanings given as those terms
15 are used and/or defined in the parties' Settlement Agreement (the "Settlement" or "Agreement"). A copy
16 of the Agreement is attached as Exhibit 1 to the Declaration of Jonathan Melmed in Support of the
17 Motion for Preliminary Approval of Class Settlement and is made a part of this Order.

18 2. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
19 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that
20 comports with California Rule of Court 3.766. The Class Notice informed 29 Class Members of the
21 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a
22 Request for Exclusion, their rights to comment on or object to the Settlement, and their rights to appear
23 at the Final Approval Hearing, and be heard regarding approval of the Settlement.¹ Adequate periods of
24 time to respond and to act were provided by each of these procedures. No Class Members filed written
25 objections to the Settlement as part of this notice process, and no Class Members filed a written
26 statement of intention to appear at the Final Approval Hearing.

27 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
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29 ¹ Notice was sent to all 29 Class Members, but the administrator reports that after skip-tracing, a National Change of Address Search, and re-mailing, no notice packets remained undeliverable.

Agreement and as follows:

All current and former individuals who are or have been classified as independent contractors by Defendant in California, and who worked for Defendant for more than thirty days at any time from March 1, 2013 through April 2, 2018.

4. The Court deems this definition sufficient for the purpose of California Rule of Court 3.765(a), and solely for the purpose of effectuating the Settlement.

5. The Court appoints Plaintiff Sergio Flores as Class Representative.

6. The court appoints Jonathan Melmed of Melmed Law Group P.C. and Brian C. Mathias of The Law Office of Brian Mathias as adequate class counsel.

7. The terms of the Agreement, including the Gross settlement amount of \$140,000.00 and the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member, and the Courts grants final approval of the Settlement set forth in the Agreement. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement. Defendants shall pay out the amount claimed pursuant to the terms set forth in the Settlement Agreement as follows:

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]
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]
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]
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]
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]
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]

1 8. The \$8,500.00 designated for payment to CPT Group, Inc., the Settlement Administrator,
2 is fair and reasonable. The Court grants final approval of, and orders the Parties to make the payment to
3 the Settlement Administrator in accordance with the Agreement.

4 9. The \$46,666.66 amount requested by Plaintiff and Class Counsel for the Class Counsel's
5 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants final
6 approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the
7 Agreement.

8 10. The \$6,958.96.00 amount requested by Plaintiff and Class Counsel for the Class
9 Counsel's reimbursement of expenses is fair and reasonable. The Court grants final approval of, and
10 orders the Class Counsel Litigation Expenses Payment to be made in accordance with the Agreement.

11 11. The \$3,500.00 requested by Plaintiff for the Class Representative Payment is fair and
12 reasonable. The Court grants final approval of, and orders the Class Representative Payment to be made
13 in accordance with the Agreement.

14 12. The Court approves of the \$2,000.00 allocation assigned for claims under the Private
15 Attorney General Act (PAGA), and orders 75% thereof (i.e., \$1,500.00) to be paid to the California
16 Labor and Workforce Development Agency (LWDA) in accordance with the terms of the Settlement
17 Agreement.

18 13. Nothing in the Settlement or this Order purports to extinguish or waive Defendants rights
19 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this
20 case if the Settlement fails to become Final or effective, or in any other case without limitation. The
21 Settlement is not an admission by Defendants, nor is this Order or the subsequent Judgment that
22 Plaintiffs have asked the Court to enter based on this Order a finding of the validity of any allegations
23 against Defendants in the Court proceeding or any wrongdoing by Defendants. Neither the Settlement
24 nor this Order or the subsequent Court Judgment is a finding that certification of the Class is proper for
25 any purpose or proceeding other than for settlement purposes.

26 14. All Class Members shall be bound by the Settlement and this Order, including the release
27 of claims in favor of Defendants and the other Released Parties² as set forth in the Agreement, and are
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29 ² Pursuant to the Settlement Agreement, the Released Parties are defined as "Aqua Terra Culinary, Inc., Samson Café, Point Pinos Grill, Dory Ford and all of their affiliated entities, and all of their shareholders, owners, officers, directors, agents, managing agents, employees, insurers, and attorneys.

1 permanently barred from prosecuting against Defendants and the other Released Parties any and all of
2 Class Members' Released Claims as defined in the Agreement.³

3 15. Class Representative Sergio Flores is bound to the general release of claims against
4 Defendants and the other Released Parties as set forth in the Agreement, and is permanently barred from
5 prosecuting against Defendants and the other Released Parties any and all of Plaintiffs' Released Claims
6 as defined in the Agreement.

7 16. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
8 provided in the Settlement Agreement.

9 17. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
10 purposes of enforcing the Agreement, addressing settlement administration matters, and addressing such
11 post-Judgment matters as may be appropriate under court rules or applicable law.

12 18. The Court hereby sets a hearing date of July 24, 2019 at 2:00 pm for a
13 hearing on the final accounting and distribution of the settlement funds. A report must be filed 10 court
14 days before the hearing.

15 **IT IS SO ORDERED.**

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17 DATED: July 18, 2018

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19 HON. LYDIA VILLARREAL
20 JUDGE OF THE MONTEREY COUNTY SUPERIOR COURT

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27 ³ The Released Claims are defined as "all claims in the operative Class Action Complaint, including claims for
28 misclassification, unpaid overtime wages, rest break violations, meal break violations, wage statement penalties, waiting time
29 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.