

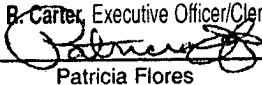
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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

JUL 20 2021

Sherri B. Carter, Executive Officer/Clerk of Court
By  Deputy
Patricia Flores

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

FAXED

ANDRES GONZALEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

CATALINA CHANNEL EXPRESS, INC., a
California corporation; and DOES 1 through
100,

Defendants.

Case No. BC707664 (Related to Case No.
BC620021)

CLASS ACTION

*[Assigned for all purposes to the Honorable
Carolyn B. Kuhl, Dept. SSC-12]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: June 24, 2021
Time: 10:30 a.m.
Dept.: SSC-12

Complaint Filed: May 29, 2018
Trial Date: None Set

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notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Settlement Class member objected to the Settlement or opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

6. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.

8. The Court finds that given the absence of objections to the Settlement, and objections being a prerequisite to appeal, that this Order shall be considered final as of the date it is signed by this Court.

9. The Court orders that within thirty (30) calendar days of this Order, Defendant Catalina Channel Express, Inc. ("Defendant") shall deposit the Maximum Settlement Amount of \$600,000.00 with the Settlement Administrator, Phoenix Settlement Administrators.

10. The Court finds that the individual settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual settlement payments in conformity with the terms of the Settlement.

1 11. The Court finds that a service award in the amount of \$5,000.00 to Plaintiff Andres
2 Gonzalez is appropriate for his risk undertaken and his service to the Settlement Class. The Court
3 finds that this service award is fair, reasonable, and adequate, and orders that the Settlement
4 Administrator make this payment in conformity with the terms of the Settlement.

5 12. The Court finds that attorneys' fees in the amount of \$200,000.00, and actual
6 litigation costs of \$16,578.81 for Class Counsel, are fair, reasonable, and adequate, and orders
7 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
8 the terms of the Settlement. *The fees are appropriate in light of the*
9 *benefit obtained for the class.*

10 13. The Court orders that the Settlement Administrator, Phoenix Settlement
11 Administrators, shall be paid \$11,500.00 from the Maximum Settlement Amount for all of its
12 work done and to be done until the completion of this matter, and finds that sum appropriate.

13 14. The Court finds that the payment to the California Labor & Workforce
14 Development Agency ("LWDA") in the amount of \$22,500.00 for its share of the settlement of
15 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
16 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
17 this payment to the LWDA in conformity with the terms of the Settlement.

18 15. Any settlement funds that remain uncashed after 180 days after they are mailed
19 shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed
20 Property Law, for the benefit of the Settlement Class member whose check was not cashed.

21 16. The Settlement is not an admission by Defendant, nor is this Order a finding of the
22 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
23 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be
24 construed or deemed an admission of liability, culpability, or wrongdoing on the part of
25 Defendant.

26 17. The Court finds and determines that upon satisfaction of all obligations under the
27 Settlement and this Order and Judgment, all Settlement Class members, are bound by the
28 Settlement, have released their claims as set forth in the Settlement, and are permanently barred
from prosecuting against Defendant any individual or class claims released pursuant to the

07/22/2021

1 Settlement.

2 18. Upon satisfaction of all obligations under the Settlement and this Order and
3 Judgment, and upon Defendant's complete funding of the Maximum Settlement Amount, Plaintiff
4 and every member of the Settlement Class, will fully release and discharge Defendant, its past
5 and present officers, directors, shareholders, employees, agents, principals, heirs, representatives,
6 accountants, auditors, consultants, and its respective predecessors and successors in interest,
7 subsidiaries, affiliates, parents, and attorneys (collectively, the "Released Parties") from all
8 claims, demands, rights, liabilities, and causes of action that are asserted in the Second Amended
9 Complaint, or that could have been asserted based on the factual allegations in the Second
10 Amended Complaint, that arose during the Class Period ("Released Claims") with respect to the
11 following claims: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages,
12 including but not limited to as a result of the regular rate of pay; (c) failure to provide proper meal
13 periods, or premium pay for non-compliant meal periods; (d) failure to timely pay all wages,
14 including but not limited to wages owing at the time of termination; (e) failure to keep accurate
15 records of hours worked or wages earned or to provide accurate wage statements; (f) claims for
16 unreimbursed business expenditures (g) claims for PAGA civil penalties based on the foregoing
17 Labor Code Violations; and (h) all claims for unfair business practices that could have been
18 premised on the facts, claims, causes of action or legal theories described above. The Release
19 shall run for the duration of the Class Period.

20 19. This document shall constitute a final judgment pursuant to California Rule of
21 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
22 approval hearing, the court must make and enter judgment. The judgment must include a
23 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
24 judgment. The court may not enter an order dismissing the action at the same time as, or after,
25 entry of judgment." The Court will retain jurisdiction to enforce the Settlement and this Final
26 Approval Order and Judgment.

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28 ///

20. The Settlement Administrator shall make a final report of disbursement by
Apr. 7, 2022. A Non-Appearance Case Review Re: Submission of the Final Report
of Disbursement is scheduled for Apr. 14, 2022 at 10 a.m./p.m.

IT IS SO ORDERED.

Dated: July 20, 2021

Carolyn B. Kuhl
Honorable Carolyn B. Kuhl
Judge of the Superior Court