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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

GEORGINA CONTRERAS an individual, on
behalf of herself and others similarly situated

PLAINTIFF,

v.

MONTEREY FISH COMPANY, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 19CV004356

[PROPOSED] REVISED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT

Date: April 27, 2021
Time: 8:30 a.m.
Dept.: 13

Complaint Filed: October 25, 2019
FAC Filed: January 10, 2020
Trial Date: None Scheduled

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff Georgina
3 Contreras (“Plaintiff”) against Defendant Monterey Fish Company, Inc. (“Defendant”). The
4 Motion for Final Approval of Class Action Settlement came before this Court on April 27, 2021.

5 **WHEREAS**, Judge Matcham granted preliminary approval of the Joint Stipulation of
6 Class Action Settlement and Release (“Agreement” or “Settlement Agreement”), attached as
7 Exhibit “1” to the Declaration of Kelsey M. Szamet in Support of Plaintiff’s Motion for Final
8 Approval of Class Action Settlement on February 19, 2021.

9 **WHEREAS**, Plaintiff Georgina Contreras has applied to the Court for an order granting
10 final approval of the Settlement Agreement.

11 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
12 Settlement and for entry of an order of final approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Approval of Attorneys’ Fees and Costs; the Declarations of
15 Kelsey M. Szamet, Georgina Contreras, and Jennifer Keough of JND Legal and the supporting
16 documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the
19 Court has subject matter jurisdiction to approve the Settlement;

20 2. The terms of the Settlement Agreement are fair, just, reasonable, and adequate,
21 consistent and in compliance with California Code of Civil Procedure, the California and United
22 States Constitutions (including the due process clauses), the California Rules of Court and any
23 other applicable law, and in the best interest of each of the Parties and the members of the settling
24 class and is hereby finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Settlement Agreement according to its terms and provisions.

27 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
28 Members, except those timely and properly filed Requests for Exclusions, as well as their heirs,

1 executors, and administrators, successors, and assigns.

2 5. There is one (1) valid request for exclusion.

3 6. It is ordered that the Settlement Class is certified for settlement purposes only. The
4 Court finds that an ascertainable class exists and a well-defined community of interest exists in the
5 questions of law and fact involved because in the context of the Settlement: (i) there are questions
6 of law and fact common to the Settlement Class Members which, as to the Settlement and all
7 related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical
8 of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and
9 implementing the Settlement, Plaintiff and Plaintiff's Attorneys have fairly and adequately
10 represented and protected the interest of the Settlement Class Members.

11 7. The Court finds that the Notice and notice methodology implemented pursuant to
12 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
13 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
14 Action, their right to object to or exclude themselves from the proposed Settlement and their right
15 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
16 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
17 of the California Code of Civil Procedure, the California and United States Constitution (including
18 the Due Process Clause), the California Rules of Court and any other applicable law.

19 8. The Settlement Class is hereby made final. The Settlement Class is defined as: "All
20 persons who are employed or have been employed by Monterey Fish Company, Inc., in the State
21 of California who worked one or more pay periods during the Covered Period."

22 9. The "Covered Period" is October 25, 2018 to November 23, 2019.

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

28 11. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and

1 each Settlement Class Member shall fully release and discharge the Released Parties pursuant to
2 the following release, which provides:

3 “Released Claims” means any and all claims that are asserted in all
4 Complaints based on the facts alleged in the Lawsuit during the
5 Covered Period, which were or could have been asserted for failure
6 to provide accurate itemized wage statements pursuant to Labor
7 Code section 226(a), California Industrial Welfare Commission
8 Wage Order No. 7-2001 (“IWC Order No. 7-2001”), all other
9 applicable California Industrial Welfare Commission (“IWC”) Orders, and California Code of Regulations, Title 8, Section 11070,
10 claims for civil penalties pursuant to Labor Code Section 2699, et
11 seq., claims for restitution and other equitable relief, liquidated
12 damages, punitive damages, or penalties of the Settlement Class
13 Members based upon the underlying Labor Code violations alleged
14 in all Complaints..

15 12. Plaintiff and all Settlement Class Members who have not been timely and properly
16 excluded from the Settlement Class, and any person acting on their behalf, are permanently barred
17 and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
18 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
19 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
20 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members
21 into a separate class for purposes of pursuing as a purported class action (including by seeking to
22 amend a pending complaint to include class allegations, or by seeking class certification in a
23 pending action) any lawsuit based on or relating to the Released Claims;

24 13. The Settlement Agreement provides that the Gross Settlement Fund is One Hundred
25 and Ten Thousand dollars and zero cents (\$110,000.00). The Net Settlement Amount shall be
26 determined according to the terms of the Settlement Agreement.

27 14. The Court orders the calculations and the payments to be made and administered in
28 accordance with the terms of the Settlement Agreement except as modified herein.

15. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
Settlement Class for purposes of entering into and implementing the settlement. The Court hereby
confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

16. The Court hereby finds the unopposed application of Class Counsel for a costs and

attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light of all the circumstances and is hereby granted. Of the Gross Settlement Fund, \$25,000 shall be paid for attorney fees and \$3,331.02 shall be paid for litigation costs.

17. The unopposed application of Class Counsel for an Enhancement payment is hereby granted. Of the Gross Settlement Fund, a \$3,000.00 Enhancement payment shall be allocated to Named Plaintiff Georgina Contreras.

18. The unopposed application of Class Counsel for claims administration fees to JND Legal is hereby granted. Of the Gross Settlement Fund, \$10,000 shall be paid for settlement administration fees.

19. The Court approves the PAGA Penalties in the amount of \$7,500. The Court approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$5,625. The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$1,875 shall be allocated to the Participating Class Member.

20. If a Settlement Class Member does not cash his or her settlement check within 180 days, the uncashed funds shall be transmitted by the Settlement Administrator to CASA of Monterey County.

21. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Settlement Agreement.

22. The Parties are authorized, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members under the Stipulation.

23. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the

1 administration and enforcement of the Settlement. Any disputes or controversies arising with
2 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
3 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict
4 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms
5 of the Settlement Agreement.

6 24. The Court hereby dismisses the action (including all individual claims and Released
7 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
8 the Settlement Agreement.

9
10 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 28, 2021, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Kelly McCarthy Sutherland
kelly@alombardolaw.com
Anthony Lombardo & Associates, P.C.
144 West Gabilan Street
Salinas, CA 93901

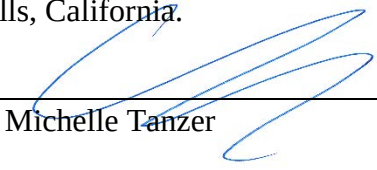
☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 28, 2021, at Woodland Hills, California.



Michelle Tanzer