

FILED
Superior Court of California
County of Los Angeles

AUG 20 2019

Sherril R. Carter, Executive Officer/Clerk of Court
By Lori M'Greene, Deputy

PHILIP MONRAD, CSB 151073
DAVID POGREL, CSB 203787
NICOLE TEIXEIRA, CSB 305155
LEONARD CARDER, LLP
1330 Broadway, Suite 1450
Oakland, CA 94612
Telephone: (510) 272-0169
Facsimile: (510) 272-0174
Email: pmonrad@leonardcarder.com
Email: dpogrel@leonardcarder.com
Email: nteixeira@leonardcarder.com

Attorneys for Plaintiffs and the settlement class

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MONTE BEARD and RIGOBERTO
ROSALES, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

CATALINA CHANNEL EXPRESS, INC., a
California corporation; and DOES 1 to 10
inclusive,

Defendants.

Case No. BC620021

CLASS ACTION

**[PROPOSED ORDER] GRANTING
PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS' FEES
AND COSTS AND JUDGMENT** *col*

Action Filed: May 11, 2016
Trial Date: None

Date: August 20, 2019
Time: 10:00 AM
Dept.: 12
Judge: Hon. Carolyn Kuhl

[PROPOSED ORDER] GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ATTORNEYS' FEES AND COSTS

Case No. BC 620021

1 The Court, having considered whether to order final approval of the settlement of the
2 above-captioned action pursuant to the Joint Stipulation of Class Action Settlement ("Settlement
3 Agreement") in this matter, having read and considered all of the papers of the parties and their
4 counsel, having granted preliminary approval on May 7, 2019, and directed that notice be given to
5 all Class Members of preliminary approval of the Settlement Agreement and the final approval
6 hearing, and having received no objections or opposition to the settlement, and good cause
7 appearing,

8 **IT IS HEREBY ORDERED AS FOLLOWS:**

9 1. Terms used in this Order have the meaning assigned to them in the Settlement
10 Agreement, Stipulation and ~~[Proposed]~~ Order Re Preliminary Approval, filed on April 10, 2019
11 ("Stipulation re Settlement Revisions"), Class Notice, and in the Motions for Preliminary and Final
12 Approval of the Class Action Settlement and Attorneys' Fees and Costs.

13 2. The Court hereby makes final the conditional class certification contained in the
14 Order of Preliminary Approval of Settlement, Certification of Settlement Class and Conditional
15 Class Certification, and thus makes final for purposes of the Settlement Agreement and Stipulation
16 re Settlement Revisions, the certification of the following class:

17 All current and former employees of Catalina Express and its affiliated
18 entities who were employed as a Captain, Second Operator, Deckhand, or
19 Cabin Attendant in California at any time from May 11, 2012 through March
20 10, 2016 and who have not signed a Direct Settlement with Catalina Express.
21 Members of the Settlement Class are referred to herein as "Class Members."

22 3. The Court hereby finds that the Notice, as mailed to all Class Members as
23 previously ordered by the Court, fairly and adequately described the terms of the proposed
24 settlement and the manner in which Class Members could participate in, object to, or ask to be
25 excluded from the settlement. The Notice, the best practicable under the circumstances, provided
26 due and sufficient notice to all Class Members, and complied fully with Civil Code § 1781(e), Rule
27 of Court 3.769, due process and all other applicable laws. The Court further finds that a full and
28 fair opportunity has been afforded to Class Members to participate in the proceedings convened to
determine whether the proposed Settlement Agreement and Stipulation re Settlement Revisions
should be given final approval. Accordingly, the Court hereby determines that all Class Members

1 who did not file a timely and proper request to be excluded from the settlement are bound by this
2 final Order.

3 4. The Court finds that the Settlement Agreement, as modified by the Stipulation re
4 Settlement Revisions, is fair, reasonable, and adequate as to the Class, Plaintiffs and Defendant,
5 and is the product of good faith, arm's-length negotiations between the parties, and further, that the
6 settlement is consistent with public policy, and fully complies with all applicable provisions of law.
7 Accordingly, the Court hereby finally and unconditionally approves the Settlement Agreement, as
8 modified by the Stipulation re Settlement Revisions, and specifically:

9 a. Approves the Settlement Fund of \$259,000, plus the employer's share of any payroll
10 taxes on wage items;

11 b. Approves the application for class representative service awards of \$10,000 each to
12 Plaintiffs Monte Beard and Rigoberto Rosales;

13 c. Approves Class Counsel's fee award of \$60,000 and litigation expenses of \$19,000
14 (\$79,000 in total);

15 *The Court finds that the fees are appropriate in light of the benefit obtained for the Class*
16 d. Approves payment to Simpluris, Inc., the Settlement Administrator, of \$6,500; and

17 e. Approves payment to the Labor Workforce Development Agency of \$18,750 (75%
18 of the allocated \$25,000) for payment of penalties asserted under PAGA.

19 5. This Order and Judgment shall bind each Class Member who did not opt out, and
20 forever bar them from asserting, instituting or prosecuting, either directly or indirectly, any claims
21 settled under the terms of the Settlement Agreement, including the Class Member Released Claims.
22 This Order and Judgment shall have a res judicata effect and bar all Settlement Class Members
23 from bringing any action asserting Class Member Released Claims as defined in the Settlement
24 Agreement and the Stipulation re Settlement Revisions.

25 6. The Court hereby approves the definition and disposition of the Gross Settlement
26 Fund and related matters provided for in the Settlement Agreement and the Stipulation re
27 Settlement Revisions.

28 7. The Court orders the following implementation schedule for further proceedings:

1	Date of entry of this order	Effective Date of the Settlement.
2	Within five (5) days of the	Settlement Administrator to make the final calculation of payments from the Net Settlement Fund to be distributed to the Class Members and PAGA Recipients, provide all Counsel with a report listing the amount of all payments to be made to each Settlement Class Member from the Net Settlement Fund.
3	Effective Date	
4		
5		
6	Within ten (10) business days	Defendant to deposit the Maximum Settlement Fund with Settlement Administrator. Defendant to send Catalyst Payment of attorneys' fees and litigation expenses to Plaintiffs' Counsel Leonard Carder, LLP by wire transfer.
7	of the Effective Date	
8		
9		
10	Within twenty (20) days of	Settlement Administrator to distribute and pay from the Settlement Fund each of the following: (1) Checks to all Class Members and PAGA Recipients; (2) awarded attorneys' fees and reimbursed litigation expenses to Class Counsel; (3) check for the class representatives' service awards; (4) administration costs paid to the Settlement Administrator; and (5) PAGA payment to LWDA.
11	Settlement Effective Date	
12		
13		
14	90 days after distribution of	Expiration / void date for checks distributed to Settlement Class Members.
15	checks to Eligible Settlement Class Members	
16	Within 10 days of date of	Class Counsel to submit final Settlement Administrator's report regarding status of payments, and request for distribution of residual, if any.
17	expiration of Class Member settlement checks.	
18	Upon further order of the Court	Settlement Administrator to pay any residual funds in the settlement fund.
19		
20	10 days after payment of	Class Counsel to file and serve final Settlement Administrator's report regarding all payments and the residual.
21	residual funds	

22 8. The Court orders that the Settlement Agreement shall not be construed as an
23 admission or evidence or liability as set forth in the Settlement Agreement.

24 9. The Court hereby makes and enters judgment in this matter. Without affecting the
25 finality of this Order, the Court retains exclusive and continuing jurisdiction over the litigation for
26 purposes of supervising, implementing, interpreting and enforcing this Order and the Settlement
27 Agreement.

1 10. Judgment is hereby entered on the terms set forth in this Order. Each party will bear
2 its own costs, except as provided otherwise in the Settlement Agreement and Stipulation re
3 Settlement Revisions.

4 **IT IS SO ORDERED.**

5
6 Dated: Aug. 2 2019



CAROLYN B. KUHL
Judge of the Los Angeles County Superior Court