

FILED

03/25/2025

KIM TURNER, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MENDOCINO

Achee, Cynthia

DEPUTY CLERK

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MENDOCINO**

DAVID B. ASTON, BRIAN E. DEHN, and
MONTE ROSE, individuals on behalf of
themselves, the State of California, as a private
attorneys general, and on behalf of all others
similarly situated,

Plaintiffs,

v.

MENDOCINO FOREST PRODUCTS
COMPANY, LLC, a Delaware Limited Liability
Company; and DOES 1 TO 50,
Defendants.

Case No. 22CV01025

~~PROPOSED~~

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

Date: March 21, 2025

Time: 9:30 a.m.

Dept.: E

Judge: Hon. Ann Moorman

Action Filed: November 21, 2022

Trial Date: None Set

1 On March 21, 2025, the Court held a hearing on Plaintiffs' Motion for Final Approval of Class
2 Action Settlement and Attorneys' Fees and Costs.

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

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

16 2. The Court is satisfied that Phoenix Class Action Administration Solutions, which
17 functioned as the Settlement Administrator, completed the distribution of Class Notice and Share Form to
18 the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed 782
19 Class Members of the Settlement terms, their rights to do nothing and receive their settlement share, their
20 rights to submit a request for exclusion, their rights to comment on or object to the Settlement, and their
21 rights to appear at the Final Approval Hearing, and be heard regarding approval of the Settlement.¹
22 Adequate periods of time to respond and to act were provided by each of these procedures. No Class
23 Members filed written objections to the Settlement as part of this notice process, and no Class Members
24 filed a written statement of intention to appear at the Final Approval Hearing as of the date of filing of
25 this Motion, with no or adequately low number of written objections or written statement of intention to
26 appear at the Final Approval Hearing at the end of the opt-out and notice period.

27 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
28

29 ¹ Notice was sent to all 782 Class Members, but the administrator reports that after skip-tracing, a National Change of Address Search, and re-mailing, 0 notice packets remained undeliverable.

Agreement and as follows:

All individuals who are or were employed by Defendants as nonexempt employees in California during the period from November 2018, through January 31, 2023.

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 Plaintiffs David Aston, Brian Dehn and Monte Rose as Class Representatives.

6. The court appoints Jonathan Melmed and Meghan Higday of Melmed Law Group P.C., and Samuel Wong, Kashif Haque, Jessica L. Campbell and Alex J. Valle from Aegis Law Firm, P.C. as adequate class counsel.

7. The terms of the Agreement, including the Gross settlement amount of \$1,445,000.00 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 Gross Settlement Amount as follows:

1.	Deadline for Defendant to deposit the Gross Settlement Amount to the Settlement Administrator	[Within 7 days of the Effective Date, pursuant to the Settlement Agreement, S.A. 6.2]
2.	Deadline for Settlement Administrator to distribute Class Counsel's Fees and Expenses	Within 14 days of the Effective Date, pursuant to the settlement Agreement, S.A. 8.4]
3.	Deadline for Settlement Administrator to distribute the Net Settlement Amount to Class Members	[Within 14 days of the Effective Date, pursuant to the Settlement Agreement, S.A. 8.7]
4.	Deadline for Settlement Administrator to distribute Settlement Awards	[Within 14 days of the Effective Date, pursuant to the Settlement Agreement, S.A. 8.5]

8. The \$11,950.00 designated for payment to Phoenix Class Action Administration Solutions, the Settlement Administrator, is fair and reasonable. The Court grants final approval of, and orders the Parties to make the payment to the Settlement Administrator in accordance with the Agreement.

1 9. The \$481,666.67 amount requested by Plaintiffs and Class Counsel for the Class Counsel's
2 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants final
3 approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the
4 Agreement.

5 10. The \$17,309.22 amount requested by Plaintiff and Class Counsel for the Class Counsel's
6 reimbursement of expenses is fair and reasonable. The Court grants final approval of, and orders the Class
7 Counsel Litigation Expenses Payment to be made in accordance with the Agreement.

8 11. The \$27,500.00 requested by Plaintiffs for the Class Representative Payment is fair and
9 reasonable. The Court grants final approval of, and orders the Class Representative Payment to be made
10 in accordance with the Agreement.

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

19 13. All Class Members who have not opted-out shall be bound by the Settlement and this
20 Order, including the release of claims in favor of Defendant and the other Released Parties as set forth in
21 the Agreement, and are permanently barred from prosecuting against Defendant and the other Released
22 Parties any and all of Class Members' Released Claims as defined in the Agreement.

23 14. Class Representatives David Aston, Brian Dehn, and Monte Rose are bound to the general
24 release of claims against Defendant and the other Released Parties as set forth in the Agreement, and is
25 permanently barred from prosecuting against Defendant and the other Released Parties any and all of
26 Plaintiffs Released Claims as defined in the Agreement.

27 15. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
28 provided in the Settlement Agreement.

29 16. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for

1 purposes of enforcing the Settlement Agreement, addressing settlement administration matters, and
2 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

3 17. The Court hereby sets a hearing date of December 12, 2025 at 9:30am for a
4 hearing on the final accounting and distribution of the settlement funds.

5 **IT IS SO ORDERED.**

6
7
8 DATED: 3/21/2025

9 
10 _____
11 Hon. Ann Moorman
12 Judge of ~~Alameda~~ County Superior Court
13 **Mendocino**