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SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF HUMBOLDT**

12 AERIN MONROE, individually, and on
behalf of all others similarly situated, and on
13 behalf of other aggrieved employees
pursuant to the California Private Attorney
14 General Act;

15 Plaintiff,

16 v.

17 TABLE BLUFF BREWING, INC. DBA
LOST COAST BREWERY & CAFE, a
18 California corporation; and DOES 1 through
10, inclusive,

19 Defendants.

Case No.: CV2401291

Assigned for All Purposes to:
Hon. Timothy Canning, Dept. 4

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Information:

Date: January 9, 2025
Time: 10:30 a.m.
Dept.: 4

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[PROPOSED] FINAL ORDER AND JUDGMENT

1 This matter has come before the Honorable Timothy Canning in Department 4 of the
2 above-entitled Court, located at the Spring Street Courthouse on 421 I Street, Eureka, CA 95501,
3 on Plaintiff Aerin Monroe's Unopposed Motion for Final Approval of Class Action and PAGA
4 Settlement, Attorneys' Fees, Costs, and Enhancement Payments ("Motion for Final Approval").
5 The Sentinel Firm, APC appeared on behalf of Plaintiff; Gordon Rees Scully Mansukhani, LLP
6 appeared on behalf of Defendant Table Bluff Brewing, Inc. ("Defendant").

7 On August 6, 2025, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action ("Action") in accordance with the Class Action and PAGA
10 Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") attached to the
11 Declaration of Jeffrey Jackson in Support of Plaintiff's Motion for Final Approval as Exhibit 1,
12 which sets forth the terms and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 "All persons who worked for Defendant Table Bluff Brewing, Inc. in California as
26 an hourly paid, non-exempt employee during the Class Period. The Class Period is
defined as the period from July 2, 2020 through November 1, 2024."

27 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the
28 Class Members fully and accurately informed the Class Members of all material elements of the

1 Settlement and of their opportunity to participate in the Settlement, object to or comment on the
2 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
3 under the circumstances; was valid and provided sufficient notice to all Class Members; and
4 complied fully with the laws of the State of California, the United States Constitution, due process
5 and other applicable law. The Class Notice fairly and adequately described the Settlement and
6 provided the Class Members with adequate instructions and a variety of means to obtain
7 additional information.

8 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
9 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
10 specifically, the Court finds that the Settlement was reached following meaningful investigation
11 conducted by the Sentinel Firm, APC ("Class Counsel"); that the Settlement is the result of
12 serious, informed, adversarial, and arms-length negotiations between the parties; and that the
13 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
14 has considered all of the evidence presented, including evidence regarding the strength of
15 Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration
16 of further litigation; the amount offered in the Settlement; the extent of investigation and
17 discovery completed; and the experience and views of Class Counsel. The Court has further
18 considered the absence of objections to the Class Settlement submitted by Class Members.
19 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
20 Settlement Agreement and the following terms and conditions.

21 6. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
23 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
24 the Class Settlement. Pursuant to the Settlement Administrator, no persons submitted a timely
25 and valid Request for Exclusion to the Administrator. Accordingly, the Court determines that all
26 Class Members who did not submit a timely and valid Request for Exclusion ("Participating Class
27 Members") are bound by the Class Settlement and by this order and judgment ("Final Approval
28 Order and Judgment"), and that the State of California and all persons employed by Defendant in

1 California and classified as a non-exempt employee who worked for Defendant during the period
2 from July 1, 2023 to November 1, 2024 ("Aggrieved Employees") are bound by the PAGA
3 Settlement and this Final Approval Order and Judgment.

4 7. The Court finds that the Gross Settlement Amount of \$285,000.00 is fair,
5 reasonable, and appropriate, and hereby approved. The Gross Settlement Amount is subject to the
6 deductions otherwise provided for in this Final Approval Order and Judgment.

7 8. The Court finds that the settlement of the Released PAGA Claims for \$25,000.00,
8 which is designated and allocated as penalties under the California Private Attorneys General Act
9 of 2004 ("PAGA Payment"), is fair, reasonable, and appropriate, and hereby approved. The
10 Administrator shall distribute the PAGA Payment as follows: the amount of \$16,250.00 to the
11 California Labor and Workforce Development Agency, and the amount of \$8,750.00 to
12 Aggrieved Employees, in accordance with the terms and methodology set forth in the Settlement
13 Agreement.

14 9. The Court finds that payment of Administration Costs in the amount of \$7,750.00
15 is appropriate for the services performed and costs incurred and to be incurred for the notice and
16 settlement administration process. It is hereby ordered that the Administrator, Apex Class Action,
17 LLC shall issue payment to itself in the amount of \$7,750.00, in accordance with the terms and
18 methodology set forth in the Settlement Agreement.

19 10. The Court finds that the Enhancement Payments sought are fair and reasonable for
20 the work performed by Plaintiff on behalf of the Class, the State of California, and the Aggrieved
21 Employees. It is hereby ordered that the Administrator issue payment in the amount of \$7,500.00
22 to Plaintiff Aerin Monroe for their Enhancement Payment according to the terms and
23 methodology set forth in the Settlement Agreement.

24 11. The Court finds that the request for attorneys' fees in the amount of \$108,300.00
25 to Class Counsel falls within the range of reasonableness, and the results achieved justify the
26 award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and
27 appropriate, and are hereby approved. It is hereby ordered that the Administrator issue payment
28 in the amount of \$108,300.00 to Class Counsel for attorneys' fees, in accordance with the terms

1 and methodology set forth in the Settlement Agreement.

2 12. The Court finds that reimbursement of litigation costs and expenses in the amount
3 of \$10,083.25 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
4 Administrator issue payment in the amount of \$10,083.25 to Class Counsel for reimbursement of
5 litigation costs and expenses, in accordance with the terms and methodology set forth in the
6 Settlement Agreement.

7 13. The Court finds that all amounts not otherwise provided for in this Order and
8 Judgment shall be allocated as the Net Settlement Amount payable as Individual Class Payments.
9 It is hereby ordered that the Administrator issue and distribute payment of the Net Settlement
10 Amount in accordance with the terms and methodology set forth in the Settlement Agreement.

11 14. The Court hereby enters Judgment by which Participating Class Members shall be
12 conclusively determined to have given a release of any and all Released Class Claims against the
13 Released Parties, and all Aggrieved Employees and the State of California shall be conclusively
14 determined to have given a release of any and all Released PAGA Claims against the Released
15 Parties, as set forth in the Settlement Agreement and Class Notice.

16 15. It is hereby ordered that following the Effective Date of the Settlement Agreement,
17 Defendant shall transmit the Gross Settlement Amount by making deposits into the account
18 established by the Administrator for administration of the Settlement in accordance with the terms
19 and methodology set forth in the Settlement Agreement.

20 16. It is hereby ordered that following the deposit of each portion of the Gross
21 Settlement Amount by Defendant, the Administrator shall distribute Individual Settlement
22 Payments to the Participating Class Members and Individual PAGA Payments to the Aggrieved
23 Employees, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel
24 Litigation Expenses Payment, the Class Representative Service Payments, and the Administration
25 Costs in accordance with the terms and methodology set forth in the Settlement Agreement.

26 17. Individual Settlement Payment and Individual PAGA Payment checks shall be
27 valid and negotiable for a period of not less than one hundred and eighty (180) calendar days from
28 the date of issuance, and thereafter, the checks shall be cancelled. The funds associated with

1 Individual Settlement Payment and/or Individual PAGA Payment checks that have not been
2 cashed or deposited within the 180-day period shall be transmitted to the California Controller's
3 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
4 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b)

5 18. Prior to transmitting the funds from uncashed checks to the California Controller's
6 Unclaimed Property Fund, the Parties shall submit a stipulation and proposed order to the Court
7 complying with the provisions of California Code of Civil Procedure section 384.

8 19. After entry of this Final Approval Order and Judgment, pursuant to California
9 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement,
10 and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
11 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
12 any dispute arising from or in connection with the distribution of settlement benefits.

13 20. Notice of entry of this Final Approval Order and Judgment shall be given to the
14 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval
15 Order and Judgment on the Administrator's website for a period of at least sixty (60) calendar
16 days after the date of entry of this Final Approval Order and Judgment. Individualized notice is
17 not required.

18 21. The Court sets a Case Review Hearing Re: Final Accounting and Distribution of
19 Residual Funds on January 11, 2027 at 10:30 a.m. in Department 4 of this Court. The Parties are
20 ordered to file a Final Status Report no later than 10 days prior to the Case Review Hearing.
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22 Dated: 3/2/26

Kelly L. Nee, P.J.
JUDGE OF THE SUPERIOR COURT
for Timothy A. Conway
KELLY L. NEE