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FILED

AUG 06 2025

AR

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

8 Attorneys for Plaintiff AERIN MONROE and the Proposed Class

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

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

16 Plaintiff,

17 v.

18 TABLE BLUFF BREWING, INC. DBA
19 LOST COAST BREWERY & CAFE, a
California corporation; and DOES 1 through
20 10, inclusive,

21 Defendants.

Case No. CV2401291

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Dept: 4
Judge: Hon. Timothy Canning

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

2 **PLEASE TAKE NOTICE THAT** on July 11, 2025 at 8:30 a.m., the Motion for Preliminary
3 Approval of Class Action Settlement filed by Plaintiff Aerin Monroe (“Plaintiff”), on behalf of
4 himself and a Settlement Class, and not opposed by Defendant Table Bluff Brewing, Inc. dba Lost
5 Coast Brewery & Café (“Defendant”), came on for hearing in Department 4 of the Humboldt
6 County Superior Court, located at 421 I Street, Eureka, CA 95501.

7 After full consideration of the evidence, the pleadings and papers filed by the parties in
8 connection therewith, arguments of counsel and all other matters presented to the Court, and good
9 cause having been shown, **IT IS HEREBY ORDERED** that Plaintiff’s Motion for Preliminary
10 Approval of Class Action Settlement is **GRANTED** based on the conditions below.

11 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

12 1. This Order incorporates by reference the definitions in the Settlement Agreement
13 (“Agreement” or “Settlement Agreement”), and all terms defined therein shall have the same meaning in
14 this Order as set forth in the Settlement Agreement.

15 2. The Court recognizes that the parties stipulate and agree to certification of a class for
16 settlement purposes only. For settlement purposes only, the Court conditionally certifies the following
17 settlement class (the “Class Members” or “Settlement Class”): “all persons who worked for Defendant in
18 California as an hourly paid, non-exempt employee during the Class Period.” The “Class Period” means
19 the period from June 2, 2010 through the date this Order is signed, or July 20, 2025, whichever is earlier.

20 3. The Class also includes “Aggrieved Employees,” which is defined as “all persons who
21 worked for Defendant in California as an hourly paid, non-exempt employee during the PAGA Period..”
22 “PAGA Period” means the period from July 1, 2023 through the date this Order is signed, or July 20, 2025,
23 whichever is earlier.

24 4. The Court finds, for settlement purposes only, the requirements of California Code of Civil
25 Procedure section 382 are satisfied. The term “Participating Class Member” means a Class Member who
26 has not requested exclusion from the Settlement.

27 5. Plaintiff is hereby appointed and designated, for all purposes, as the representative of the
28 class, and the following attorneys are hereby appointed and designated as counsel for Plaintiff and the Class

1 (“Class Counsel”):

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3 Seung Yang (SBN 249857)
4 seung.yang@thesentinel.com
5 Tiffany Hyun (SBN 311743)
6 tiffany.hyun@thesentinel.com
7 Jeffrey Jackson (SBN 290364)
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16 Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents
17 required by, or which may be given pursuant to, the Settlement, and such other acts reasonably
18 necessary to consummate the Settlement. Any Class Member may enter an appearance through
19 counsel of such Class Member’s own choosing and at such Class Member’s own expense. Any
20 Class Member who does not enter an appearance or appear on his or her own will be represented
21 by Class Counsel.

22 6. The Court hereby approves on a preliminary basis the Settlement Agreement as appearing
23 on its face to be fair, reasonable, and adequate and to have been the product of serious, informed, and
24 extensive negotiations among Plaintiff, Defendant, and their respective counsel.

25 7. A final approval hearing shall be held before this Court on 11/10/25, at 10:30am
26 in Department 4 of the Humboldt Superior Court, located at 421 I Street, Eureka, CA 95501, to determine
27 all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
28 on the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and
should be finally approved by the Court; whether a Judgment, as provided in the Settlement, should be
entered herein; whether the plan of allocation contained in the Settlement Agreement should be approved
as fair, adequate and reasonable to the Class Members; and to finally approve Class Counsels’ Fees and
Costs Award, the Class Representative Enhancement Payments, the PAGA payment to the LWDA and the

1 settlement administration expenses. The Final Approval hearing may be continued without further notice.

2 8. The Parties shall file a Motion for Final Approval on or before sixteen (16) court days prior
3 to the hearing.

4 9. The Court hereby appoints Apex Class Action Administration as Settlement Administrator
5 and hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members (including
6 the Aggrieved Employees) the Notice by first class mail within fourteen (14) calendar days after the receipt
7 of the Class Data from Defendant using the procedures set forth in the Settlement Agreement. Class
8 Members who do not opt out of the non-PAGA portion of the settlement will become Participating Class
9 Members and will automatically receive their Individual Settlement Payment.

10 10. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
11 and Hearing Date for Final Court Approval attached as **Exhibit 3** to the Declaration of Tiffany Hyun filed
12 concurrently herewith. The Court finds that the distribution of the Notice of Class Action Settlement
13 substantially in the manner and form set forth in the Settlement Agreement and this Order meets the
14 requirements of due process, is the best notice practicable under the circumstances, and shall constitute due
15 and sufficient notice to all persons entitled thereto.

16 11. The Court reserves the right to adjourn or continue the date of the final approval and all
17 dates provided for in the Settlement Agreement without further notice and retains jurisdiction to consider
18 all further applications arising out of or connected with the proposed Settlement.

19 IT IS SO ORDERED.

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Dated: **AUG 06 2025**

 TIMOTHY A. CANNING
HON. TIMOTHY CANNING
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3)
4 COUNTY OF HUMBOLDT)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not
6 a party to the within action; the address from which I served the document listed below is 355 S
7 Grand Ave, Suite 1450, Los Angeles, California 90071. On June 17, 2025, I served the foregoing
8 document described as:

9 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS**
10 **ACTION SETTLEMENT**

11 **BY EMAIL:** by transmitting a facsimile transmission a copy of said document(s) to the
12 following email addressee(s), in accordance with:

13 the written confirmation of counsel in this action:

14 **GORDON REES SCULLY MANSUKHANI, LLP**
15 Attorney for Defendant Table Bluff Brewing, Inc.
16 Mollie M. Burks, Esq. (mburks@grsm.com)
17 Richard Lambert, Esq. (rdlambert@grsm.com)
18 Jessica Haguisan (jhaguisan@grsm.com)
19 100 Pringle Avenue, Suite 300
20 Walnut Creek, CA 94596

21 I declare under penalty of perjury under the laws of the State of California that the above is true
22 and correct.

23 Executed on June 17, 2025, at Los Angeles, California.

24 Karen Arellano



25 _____
26 Name

27 _____
28 Signature