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

RICHARDS J. HEUER III, an individual,
on behalf of himself and all others similarly
situated,

Plaintiff,

v.

MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT, a California
public agency; and DOES through 10,

Defendants.

CASE NO. 24 CV002642

Unlimited Jurisdiction

CLASS ACTION

(Case assigned to Hon. Carrie M. Panetta)
Dept 14)

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

Complaint Filed: June 25, 2024

This matter came before the Court as Plaintiff's Motion for Final Approval of a Class Action Settlement ("Motion") on December 19, 2025 in Department 14 of the Superior Court of California for the County of Monterey, the Honorable Carrie M. Panetta presiding.

Appearing for Plaintiff Richards J. Heuer III were Prescott W. Littlefield of Kearney Littlefield, LLP and Eric J. Benink of Benink & Slavens, LLP.

Appearing for Defendant, the Monterey Peninsula Water Management District, were Michael

[PROPOSED] ORDER FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

1 G. Colantuono and Mathew C. Slentz of Colantuono, Highsmith & Whatley, PC. Plaintiff and
2 Defendant are referred herein together as “Parties.”

3 1. Upon reviewing the Motion and supporting papers and declarations, including the
4 pleadings filed in support of the Motion for Final Approval of Class Action Settlement, Class Counsel’s
5 application for Attorneys’ Fees and costs, and Class Representatives’ application for a Service Award,
6 and having reviewed and considered the Class Action Settlement Agreement and exhibits attached
7 thereto filed in this Action (“Settlement Agreement”), and any timely and proper objections, and good
8 cause appearing thereon, the Court makes the following findings and determinations, and **ORDERS,**
9 **ADJUDGES, AND DECREES as follows:**

10 2. The Court, for purposes of this Final Order and Final Judgment, adopts all defined terms
11 as set forth in the Settlement Agreement.

12 3. The Court has continuing and exclusive jurisdiction over the Settlement and all Parties
13 hereto for the purpose of construing, enforcing and administering the Settlement Agreement.

14 4. The Court finally certifies, pursuant to California Code of Civil Procedure section 382,
15 the following Settlement Class:

16 All County of Monterey property owners who paid the Water Supply Charge
17 authorized and established by Monterey Peninsula Water Management
18 District Ordinance No. 152 during the Class Period.

19 5. The Class Period is December 1, 2022 through July 1, 2025.

20 6. Expressly excluded from the Settlement Class are (a) all persons who timely elect to
21 be excluded from the Settlement Class, and (b) the judge(s) to whom this case is assigned and any
22 immediate family members thereof.

23 7. Plaintiff Richards J. Heuer is hereby appointed Class Representative for the Settlement
24 Class.

25 8. Prescott W. Littlefield of Kearney Littlefield, LLP and Eric J. Benink of Benink &
26 Slavens, LLP are hereby appointed Class Counsel for the Settlement Class.

27 9. The Court approves the District to administer the settlement, and the District shall
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1 comply with the terms and conditions of the Settlement Agreement in carrying out its duties pursuant to
2 the Settlement.

3 10. With respect to the Settlement Class, the Court finds that: (a) the members of the
4 Settlement Class are so numerous that their joinder is impracticable; (b) there are questions of law and
5 fact common to the Settlement Class which predominate over any individual questions; (c) the claims
6 of the Class Representatives are typical of the claims of the Settlement Class; and (d) for purposes of
7 settlement, a class action is superior to other available methods for the fair and efficient adjudication of
8 the controversy considering: (i) the interest of the Settlement Class in individually controlling the
9 prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the controversy
10 already commenced by the Settlement Class, (iii) the desirability or understandability of concentrating
11 the litigation of these claims in the particular forum, and (iv) the difficulties likely to be encountered in
12 the management of the action.

13 11. Class Notice to the Settlement Class was provided in accordance with the Preliminary
14 Approval Order and satisfied the requirements of due process, California Code of Civil Procedure
15 section 382 and Rule 3.766 of the California Rules of Court and (a) provided the best notice practicable,
16 and (b) was reasonably calculated under the circumstances to apprise Settlement Class Members of the
17 pendency of the Action, the terms of the Settlement, their right to appear at the Fairness Hearing, their
18 right to object to the Settlement, and their right to exclude themselves from the Settlement..

19 12. The Settlement Agreement was arrived at following serious, informed, adversarial, and
20 arm's length negotiations conducted in good faith by counsel for the parties and is supported by the
21 majority of the members of the Settlement Class. This Court hereby finally approves the Settlement as
22 fair, adequate, reasonable, and in the best interests of the Settlement Class.

23 13. Upon the Effective Date of this Final Order and Final Judgment, Defendant Monterey
24 Peninsula Water Management District shall commence paying all consideration, including the
25 Settlement Fund in the amount of \$3,353,245, in accordance with the timing, terms and conditions
26 set forth in the Settlement Agreement.

27 14. Upon the Effective Date of this Final Order and Final Judgment, Plaintiff, Class
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1 Representative, and each Class Member, on behalf of themselves and any other legal or natural
2 persons who may claim by, through or under them, agree to fully, finally and forever release,
3 relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims,
4 demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type
5 relating to the subject matter of the Litigation arising during the period between December 1, 2022
6 through July 1, 2025 including, but not limited to, compensatory, exemplary, punitive, expert, and/or
7 attorneys' fees, or by multipliers, whether past, present, or future, mature, or not yet mature, known
8 or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted
9 or unasserted, whether based on federal, state or local law, statute, ordinance, regulation, code,
10 contract, common law, or any other source, or any claim of any kind related, arising from, connected
11 with, and/or in any way involving the Litigation, including, but not limited to, claims regarding
12 payments made to the District pursuant to the District's Ordinance No. 152. Plaintiff, Class
13 Representative, and each Class Member, on behalf of themselves and any other legal or natural
14 persons who may claim by, through or under them, expressly waive any and all rights and benefits
15 conferred by the provisions of Section 1542 of the California Civil Code, and expressly consent that
16 this Agreement shall be given full force and effect according to each and all of its express terms and
17 provisions, including those relating to unknown and unsuspected claims, if any, from the facts
18 alleged in the Litigation.

19 15. Persons who timely and properly excluded themselves, as set forth in Exhibit A, attached
20 hereto, are not Settlement Class Members and not bound by this Final Order and Final Judgment or the
21 Release.

22 16. For the reasons set forth in their application for attorney's fees, the Court hereby awards
23 Class Counsel attorney's fees in the amount of \$553,285 and reimbursement of expenses in the amount
24 of \$5,160.47. For the reasons set forth in the Class Representative's Request for Service Awards, the
25 Court hereby awards the Class Representative \$5,000 as a Service Award. The foregoing sums shall be
26 paid from the Settlement Fund in accordance with the Settlement Agreement.

27 17. The District is to be compensated for its services in connection with the Settlement
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1 Agreement in accordance with the terms and conditions set forth in the Settlement Agreement in an
2 amount of \$147,077.

3 18. Plaintiff and the Settlement Class, on the one hand, and the Defendant, on the other, shall
4 take nothing further from the other side except as expressly set forth in the Settlement Agreement and
5 this Final Order and Final Judgment.

6 19. The Parties are authorized to implement the terms of the Settlement Agreement.

7 20. Pursuant to California Code of Civil Procedure section 664.6 and rule 3.769(h) of the
8 California Rules of Court, the Court reserves exclusive and continuing jurisdiction over this Action, the
9 Plaintiff, the Class Members, and Defendant for purposes of administering, consummating, enforcing,
10 and interpreting the Settlement Agreement, the Final Order and Final Judgment, and for any other
11 necessary purpose, and to issue related orders necessary to effectuate the final approval of the Settlement
12 Agreement.

13 21. The parties are hereby ordered, pursuant to the terms and conditions of this Settlement
14 Agreement, to take all necessary and appropriate steps to establish the means necessary to implement
15 the Settlement.

16 22. This document shall constitute a Judgment for purposes of California Rules of Court,
17 rule 3.769(h). The Court is directed to enter this Final Order and Final Judgment forthwith.

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19 **IT IS SO ORDERED.**

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21 DATED: _____

Judge of the Superior Court

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Exhibit A

(List of opt-outs)

1. Hockersmith, Douglas E & Diane J Trs;
2. Philip Michael Anastasia; and
3. Robert N Silverman.