

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SOFIJA MARKOVIC, an individual, on
behalf of herself, and all others similarly
situated

Plaintiff,

v.

BBG SD4 LLC d/b/a Raglan Public House,
a California Limited Liability Company;
BBG SD5 LLC d/b/a Dunedin New
Zealand Eats, a Delaware Limited Liability
Company; BBG SD3 LLC d/b/a
Queenstown Public House, a California
Limited Liability Company; BBG Cal,
LLC d/b/a Bare Back Grill; a California
Limited Liability Company, and Arbor SD,
LLC d/b/a Queenstown Bistro, a California
Limited Liability Company; and DOES 1
through 100, Inclusive,

Defendants.

Case No. 37-2020-00016435-CU-OE-CTL

*[Assigned for all purposes to the Hon.
Katherine A. Bacal, Department C-69]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 Plaintiff SOFIJA MARKOVIC’S Motion for Preliminary Approval of Class Action
2 Settlement came on for hearing before this Court, the Honorable Katherine A. Bacal, on April 21,
3 2023, at 1:30 p.m. Defendants BBG SD4 LLC d.b.a. RAGLAN PUBLIC HOUSE; BBG SD5 LLC
4 d.b.a. DUNEDIN NEW ZEALAND EATS; BBG SD3 LLC d.b.a. QUEENSTOWN PUBLIC
5 HOUSE; BBG CAL, LLC d.b.a. BARE BACK GRILL; and ARBOR SD LLC d.b.a.
6 QUEENSTOWN BISTRO (hereinafter referred to as “Defendants”) did not oppose the Motion. The
7 Court having considered the papers submitted in support of the motion and having heard oral
8 argument of the parties, hereby finds and orders as follows:

9 1. The Court hereby preliminarily approves the proposed class settlement upon the
10 terms and conditions set forth in the Class and Representative Action Settlement and Release
11 Agreement (“Class Action Settlement Agreement”), attached as Exhibit “1” to the Declaration of
12 Armand R. Kizirian filed in support of Plaintiff’s Motion for Preliminary Approval of Class Action
13 Settlement, subject to reservation of any determination on sums to be awarded for fees, costs and
14 enhancements. The Court finds that on a preliminary basis the Settlement appears to be within the
15 range of reasonableness necessary for preliminary approval by the Court. It appears to the Court that
16 the Settlement amount is fair, adequate, and reasonable as to all potential Class Members when
17 balanced against the probable outcome of further litigation, and ultimately relating to liability and
18 damages issues. It further appears that investigation and research has been conducted such that
19 counsel for the parties at this time are reasonably able to evaluate their respective positions. It
20 further appears to the Court that the Settlement at this time will avoid substantial additional costs by
21 all parties, as well as the delay and risks that would be presented by the further prosecution of the
22 litigation. It appears that the Settlement has been reached as a result of arms-length negotiations.

23 2. The Class is defined as:

24 All current and former non-exempt employees of Defendants who
25 worked in the State of California at any time between May 26, 2016
26 and December 31, 2022.

27 ///

28 ///

1 3. The Settlement proposed has been negotiated at arm's length and is preliminarily
2 determined to be fair, reasonable, adequate and in the best interest of the Class defined above and in
3 the Settlement Agreement;

4 4. The Court conditionally finds that, for the purposes of approving this Settlement only
5 and for no other purpose, the proposed Class meets the requirements of certification of California
6 Code of Civil Procedure §382 and Rules 3.766 and 3.769 of the California Rules of Court: (a) the
7 proposed Class is ascertainable and so numerous that joinder of all members of the Class is
8 impracticable; (b) there are questions of law or fact common to the proposed Class; (c) the claims of
9 Plaintiff Sofija Markovic are typical of the claims of the members of the proposed Class; (d) Plaintiff
10 and her counsel will fairly and adequately protect the interests of the proposed Class; and (e) a Class
11 Action is superior to the other available methods for an efficient resolution of this controversy.

12 5. The Court hereby preliminarily appoints for settlement purposes only Michael H.
13 Boyamian and Armand R. Kizirian of Boyamian Law, Inc., and Alex Hartounian of Hartounian Law
14 Firm, P.C. as Class Counsel.

15 6. The Court confirms Simpluris, Inc. as the Settlement Administrator. Within twenty-
16 one (21) days of Preliminary Approval of this Settlement by the Court, Defendants shall provide to
17 the Settlement Administrator the Class List, which shall consist of a database which will list the
18 names, last known addresses and social security numbers for Class Members, dates of employment,
19 and qualifying workweeks for Class Members during the applicable Class Period.

20 7. All Class Members shall be given notice of this Settlement as set forth in the Notice
21 of Proposed Class Action Settlement ("Notice of Class Settlement") attached as Exhibit "A" to the
22 Class Action Settlement Agreement.

23 8. The Notice of Class Settlement (and dates selected for the mailing and distribution of
24 the Notice set forth herein) fully complies with the requirements of California Code of Civil
25 Procedure §382, Rules 3.766 and 3.769 of the California Rules of Court and due process, and
26 constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all
27 persons entitled to notice of settlement.

28 ///

1 9. Class Members wishing to be excluded from the Class must submit a request for
2 exclusion from the Settlement on or before the expiration of the opt out period (45 days after the date
3 that the Notice is mailed) (“Response Deadline”). Any such request for exclusion must be in
4 compliance with Paragraphs 3.25, 3.26, and 9.6 of the Settlement Agreement. The request for
5 exclusion must be returned to the Settlement Administrator as described in Paragraph 9.6 of the
6 Settlement Agreement. As set forth in Paragraph 9.6 of the Settlement Agreement, a Class Member
7 may not opt out of releasing his or her claims under the Private Attorneys General Act of 2004.

8 10. Any Class Member who does not request exclusion from the Class during the opt out
9 period may object to the Settlement, either personally or through an attorney. While a Class
10 Member wishing to object to the Settlement is encouraged to do so via a written submission to the
11 Settlement Administrator in advance of the final approval hearing, as set forth in Paragraph 9.8 of
12 the Settlement Agreement, this is not a mandatory requirement. In lieu of a written submission, the
13 Court will hear from any Class Member who appears at the final approval hearing provided they
14 have not requested to exclude themselves from the Settlement as set forth in Paragraph 9.9 of the
15 Settlement Agreement.

16 11. In the event the Settlement Administrator receives back a Class Member’s Notice of
17 Class Settlement with a forwarding address, the Settlement Administrator will send the Notice of
18 Class Settlement to the forwarding address. In the event a Class Member’s Notice of Class
19 Settlement is returned without a forwarding address, the Settlement Administrator will perform one
20 skip trace in an effort to identify a new address, to which the Settlement Administrator will then send
21 the Notice of Class Settlement.

22 12. The Court will conduct a final approval and fairness hearing on _____ at
23 _____, in Department C-69 of the above captioned Court to determine the overall fairness
24 of the settlement and to fix the amount of attorneys’ fees and costs to class counsel and enhancement
25 to the named Plaintiffs.

26 13. All further proceedings in this action shall be stayed except such proceedings
27 necessary to review, approve, and implement this Settlement.

28 ///

1 14. To facilitate administration of the Settlement pending the Final Approval Hearing, the
2 Court hereby enjoins all Class Members from filing or prosecuting any claims, suits, or
3 administrative proceedings regarding claims released by the Settlement unless and until such Class
4 Member has filed a valid Opt Out with the Settlement Administrator and the time for filing claims
5 with the Settlement Administrator has elapsed.

6 15. Entry of this Order is without prejudice to the rights of Defendants or any of the
7 Released Parties to oppose class certification in this action should the proposed Settlement not be
8 granted final approval.

9 16. In the event the Settlement does not become effective in accordance with the terms of
10 the Settlement Agreement or the Settlement is not finally approved or is terminated, the Settlement
11 that is the subject of this Order and this Order and all evidence and proceeding had in connection
12 therewith, shall be rendered null and void and shall be vacated, and the parties shall revert to their
13 respective positions prior to notifying the Court of the settlement of the action, as more specifically
14 set forth in the Settlement.

15
16 Dated: _____

Hon. Katherine A. Bacal
Judge of the Superior Court