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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Emily Schilawski, Deputy Clerk

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Attorneys for Plaintiff SOFIJA MARKOVIC, individually
And on behalf of others similarly situated

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]

CLASS ACTION

**~~AMENDED PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF
SETTLEMENT AND ENTRY OF FINAL
JUDGMENT**

1 Plaintiff Sofija Markovic (“Plaintiff”) Motion for Final Approval of Class Action Settlement
2 and Approval of Attorneys’ Fees, Claims Administration Expenses, and Class Representative
3 Enhancement (“Motion for Final Approval”) has come before Department 69 of the above-entitled
4 Court, located at Hall of Justice, Fifth Floor, 330 W Broadway, San Diego, CA 92101.

5 On April 21, 2023, the Court granted Plaintiff’s Motion for Preliminary Approval of Class
6 Action Settlement, entering an Order Granting Motion for Preliminary Approval of Class Action
7 Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement of the
8 above-captioned action (“Action”) in accordance with the Class Action Settlement Agreement
9 Between Plaintiffs and Defendants (“Settlement,” or “Settlement Agreement”), which, together with
10 the exhibits annexed thereto, sets forth the terms and conditions for settlement and judgment of the
11 Action.

12 The Motion for Final Approval was unopposed. Having considered the Motion for Final
13 Approval, the Settlement Agreement, the supporting Declarations, and all other materials properly
14 before the Court, and due and adequate notice having been given to the Class Members, and the Court
15 having considered all papers filed and proceedings had herein and all oral and written comments
16 received regarding the proposed settlement, and having reviewed the record in this Action, and good
17 cause appearing,

18 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

19 1. Plaintiff and Defendants BBG SD4 LLC d.b.a. RAGLAN PUBLIC HOUSE; BBG
20 SD5 LLC d.b.a. DUNEDIN NEW ZEALAND EATS; BBG SD3 LLC d.b.a. QUEENSTOWN
21 PUBLIC HOUSE; BBG CAL, LLC d.b.a. BARE BACK GRILL; and ARBOR SD LLC d.b.a.
22 QUEENSTOWN BISTRO (“Defendants”) are collectively referred to herein as “the Parties.”

23 2. The Court, for purposes of this Order and Judgment, refers to all defined terms (i.e.,
24 terms with initial capitalization) as set forth in the Settlement Agreement.

25 3. The Court has jurisdiction over the subject matter over this Action, the Class
26 Representative, the Class Members, and Defendants.

27 4. The Court finds that the distribution of the Class Notice, as provided for in the
28 Preliminary Approval Order, constituted the best notice practicable under the circumstances to all

1 Class Members and fully met the requirements of California law and due process under the California
2 and United States Constitution. Based on evidence and other material submitted, the actual notice to
3 the Class was adequate.

4 5. The Court approves the Settlement of the above-captioned Action, as set forth in the
5 Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate
6 as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the
7 Stipulation.

8 6. For purposes of effectuating this Order and Judgment, this Court has certified the
9 following class: "All current and former non-exempt employees of Defendants who worked in the
10 State of California at any time between May 26, 2016 and December 31, 2022." The Court deems this
11 definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

12 7. With respect to the settlement class for purposes of approving this Settlement, this
13 Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
14 joinder of all members is impracticable; (b) there are questions of law or fact common to the
15 Settlement Class Members, and there is a well-defined community of interest among the Settlement
16 Class Members with respect to the subject matter of the Action; (c) the claims of the Class
17 Representative are typical of the claims of the Class Members; (d) the Class Representative has fairly
18 and adequately protected the interests of the Class Members; (e) a class action is superior to other
19 available methods for an efficient adjudication of this controversy; and (f) the counsel of record for
20 the Class Representatives, i.e., Class Counsel, comprising of Boyamian Law, Inc. and Hartounian
21 Law Firm, PC, are qualified to serve as counsel for the Plaintiff in her individual and representative
22 capacity and for the Settlement Class.

23 8. By this Order, the Class Representative shall release, relinquish, and discharge, and
24 each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment
25 shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims, as
26 defined in the Settlement Agreement.

27 9. Neither the Settlement Agreement nor the Settlement contained therein, nor any act
28 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the

1 Settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the
2 validity of any Released Claim, or of any wrongdoing or liability of Defendants or any of Defendants'
3 Releasees; (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault
4 or omission of Defendants or any of Defendants' Releasees in any civil, criminal, or administrative
5 proceeding in any court, administrative agency, or other tribunal. Defendants or any of the
6 Defendants' Releasees may file the Settlement Agreement and/or the Judgment from this Action in
7 any other action that may be brought against it or them in order to support a defense or counterclaim
8 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar
9 or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10 10. The Class Members who did not timely opt-out (Request Exclusion) are entitled to
11 payment pursuant to this Judgment. Neither the Stipulation nor this Judgment will result in the
12 creation of any unpaid residue or residual.

13 11. Class Counsel sought (a) an award of attorneys' fees and costs of \$133,333.33 (33-1/3
14 percent of the total settlement sum), (b) reasonably-incurred litigation costs in the amount of
15 \$14,306.30, to be paid from the Gross Settlement Amount, (c) Enhancement Payment to Class
16 Representative Sofija Markovic in the amount of \$10,000.00, (d) payment of \$20,000.00, representing
17 any and all allegedly applicable civil penalties under the Private Attorneys General Act (PAGA),
18 \$15,000 of which will be paid to the California Labor and Workforce Development Agency
19 (LWDA) from the Gross Settlement Amount, with the remaining \$5,000.00 to be distributed to
20 Aggrieved Employees in accordance with the terms of the Settlement Agreement, and \$21,666.00 to
21 the Settlement Administrator. Defendants do not oppose these requests.

22 12. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
23 awards the payments set forth below from the Settlement Amount:

- 24 a. \$133,333.33 to Class Counsel for attorneys' fees and \$14,306.30 for litigation costs;
- 25 b. \$10,000.00 to Plaintiff Sofija Markovic as Enhancement Payment;
- 26 c. \$21,666.00 to the Settlement Administrator;
- 27 d. \$20,000.00 as civil penalties under PAGA, with \$15,000.00 to be paid to the LWDA
28 and the remaining \$5,000.00 to be distributed to Aggrieved Employees in accordance

1 with the terms of the Settlement Agreement;

- 2 e. After deducting the foregoing payments, the remainder shall form the Net Settlement
3 Amount payable to participating Class Members for the value of their Individual
4 Settlement Payments in accordance with the Settlement Agreement and as calculated
5 by the Settlement Administrator.

6 13. Defendants are directed to make payments in accordance with the Parties' Settlement,
7 by and through the Settlement Administrator, in accordance with the Settlement Agreement. The
8 Settlement Administrator is directed to calculate the Individual Settlement Payments from the Net
9 Settlement Amount and issue all payments in accordance with the terms set forth in the Settlement
10 Agreement.

11 14. Checks issued to Settlement Class Members and Aggrieved Employees shall contain
12 a legend that they are in accord and satisfaction of all claims alleged in the Action and shall be valid
13 for 90 days. Any settlement checks that remain uncashed ninety (90) or more calendar days after
14 issuance by the Settlement Administrator shall be voided. Uncashed checks will be voided, and the
15 funds redistributed to those Class Members who cashed their first check and calculated pro rata based
16 on each such Class Member's respective workweeks relative to the workweeks worked by all such
17 Class Members. These second checks will also remain valid for a period of ninety (90) days. Any
18 uncashed, remaining funds after this second distribution shall be distributed in accordance with
19 Section 384 of the California Code of Civil Procedure to Legal Aid at Work, the *cy pres* recipient
20 selected by the Parties, subject to Court approval.

21 15. No later than twenty (20) business days after entry of the Final Approval Order and
22 after the Effective Date has passed, Defendants shall fund the Settlement by wiring the Gross
23 Settlement Fund amount into an account established by the Settlement Administrator. Within ten (10)
24 business days after wiring of the funds, the Settlement Administrator will distribute all payments due
25 under the Settlement (other than the Settlement Administrator Costs).

26 16. This document shall constitute a Judgment for purposes of California Rule of
27 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class
28 Representatives, the Class Members, and Defendants for the purposes of supervising the

1 implementation, enforcement, construction, administration, and interpretation of the Stipulation and
2 this Judgment.

3 **IT IS SO ORDERED.**

4 Date: October 18, 2023



Hon. Katherine A. Bacal
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 550 North Brand Boulevard, 15th Floor, Glendale, California 91203. On October 16, 2023, I served, in the manner indicated below, the foregoing document described as:

[AMENDED PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND ENTRY OF FINAL JUDGMENT

on the interested parties in this action as follows:

Janice P. Brown Arlene R. Yang MEYERS NAVE 600 B Street, Suite 1650 San Diego, CA 92101 T: (619) 330-1700 F: (619) 330-1701 Email: jbrown@meyersnave.com Email: ayang@meyersnave.com	Attorney for Defendants BBG SD4, LLC, et al
Noah J. Woods (SBN 264823) nwoods@littler.com LITTLER MENDELSON, P.C. 501 W Broadway Suite 900 San Diego, California 92101 Telephone: (619)-232-0441	
Alex Hartounian, Esq HARTOUNIAN LAW FIRM, P.C. 837 South Fair Oaks Avenue, Suite 200 Pasadena, California 91105 Telephone: (818) 794-9675 Facsimile: (818) 459-6997 Email: alex@h-lf.com	Co-Counsel for Plaintiff Sofija Markovic

____ BY REGULAR MAIL: I caused such envelopes to be deposited in the United States mail at Glendale, California, with postage thereon fully prepaid. I am readily familiar with the firms's practice of collection and processing correspondence for mailing. It is deposited with the United States Postal Service each day and that practice was followed in the ordinary course of business for the service herein attested to (C.C.P. §1013(c)(d)).

____ BY FACSIMILE: caused such document to be transmitted via facsimile to the offices of the addressee(s). (C.C.P. § 1013(a)(e)(f)).

1 BY OVERNIGHT DELIVERY: I caused such envelopes to be delivered by air courier,
2 with next day service, to the offices of the addressee(s). (C.C.P. §1013(c)(d)).

3 X BY ELECTRONIC SERVICE: I served said document(s) to be transmitted electronically
4 on counsel of record by transmission through email to above contact information.

5 X STATE: I declare under penalty of perjury under the laws of the State of California that
6 the foregoing is true and correct.

7 FEDERAL: I declare that I am employed in the office of a member of the bar of this court
8 whose direction the service was made.

9 Executed on October 16, 2023 at Glendale, California.

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