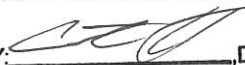


FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JAN 18 2023

DAVID H. YAMASAKI, Clerk of the Court

BY:  DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE
[UNLIMITED CIVIL—COMPLEX]

SIDNEY JUDGE, an individual, and as a proxy
for the State of California,

Plaintiff,

vs.

ALISO VIEJO BREWING COMPANY, INC.
DBA STADIUM BREWING COMPANY, a
corporation; and DOES 1 through 5, inclusive,

Defendants.

Case No.: 30-2021-01178139-CU-OE-CXC

*Assigned for All Purposes to the Honorable Judge
William Claster in Dept CX104*

**[PROPOSED] ORDER AND FINAL
JUDGEMENT**

Date: January 6, 2023

Time: 9:00 AM

Loc.: Dept. CX104

Complaint Filed: January 8, 2021

Trial Date: None Set

The Court has read and considered the motion of Plaintiff SIDNEY JUDGE ("Plaintiff") for approval of the Orange County Case No. 30-2021-01178139-CU-OE-CXC PAGA Settlement Agreement and PAGA Release ("PAGA Settlement Agreement") between Plaintiff and Defendant ALISO VIEJO BREWING COMPANY, INC. DBA STADIUM BREWING COMPANY ("Defendant") of the California Labor Code Private Attorneys General Act of 2004 ("PAGA") cause of action, and the supplemental briefing filed in response to the prior minute order.

1 Plaintiff's Second Amended Complaint is the Operative Complaint in this action
2 ("Complaint"). The Complaint contains causes of action under the PAGA based on alleged violations
3 of California Labor Code.

4 Plaintiff's Complaint seeks civil penalties on behalf of the State of California, as well as all
5 "Aggrieved Employees," which consist of all current and former non-exempt employees of Defendant
6 (including, but not limited to, Plaintiff), who were employed by Defendant in California at any time
7 from November 5, 2019 to and including September 5, 2022 ("PAGA Period").

8 The Court, having considered the Motion, the supplemental documents in support thereof, and
9 the modified PAGA Settlement Agreement attached to the Supplemental Declaration of Amber B.
10 Derham as Exhibit A ("PAGA Settlement Agreement"), and GOOD CAUSE appearing, HEREBY
11 ORDERS that the Motion is GRANTED.

12 The Court finds the parties' settlement as amended is "fair, reasonable, and adequate in view of
13 PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize
14 enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 72.) The
15 Parties and the Settlement Administrator are therefore directed to perform in accordance with the terms
16 set forth in the Settlement, and as further ordered below.

17 The Court hereby approves, as to form and content, the current Notice of PAGA Settlement and
18 Release of PAGA Claims, attached as Exhibit E to the Supplement Declaration of Amber B. Derham
19 filed on December 28, 2023 (the "Notice"), which shall be mailed via First-Class United States mail to
20 the Aggrieved Employees in English and Spanish along with the individual settlement payments by the
21 Settlement Administrator pursuant to the terms and procedures outlined in the PAGA Settlement
22 Agreement.

23 Defendant shall pay \$205,000.00 (the "Gross Settlement Amount" or "GSA") to the Settlement
24 Administrator pursuant to the terms of the PAGA Settlement Agreement. As set forth in more detail in
25 the PAGA Settlement Agreement, all payments associated with the PAGA Settlement Agreement shall
26 be paid from the Gross Settlement Amount, including all of the following: all civil penalty payments to
27 the Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA")
28

pursuant to the PAGA, all Court-approved attorneys' fees and Litigation costs, all Administrative Costs, and Plaintiff's Enhancement Award.

The court approves the following distributions and orders:

1. Plaintiff's attorneys fees in the amount of \$61,500. This sum, when added to the \$16,500 in fees Plaintiff's counsel is receiving as part of the individual settlement (which settlement is contingent on approval of the PAGA settlement), amounts to 30% of the \$260,000 total settlement package (\$55,000 for the individual settlement and \$205,000 for the PAGA settlement). The Court finds this amount to be a reasonable result in light of the quality of the result obtained, the work performed by counsel, a review of the billing records provided, and the estimated lodestar. In approving this amount and examining the billing records provided, the Court is not approving any particular hourly billing rates proposed by counsel.
2. Litigation costs of \$4,856 representing the full amount sought.
3. Administrative Costs in the amount of \$2,950.00, per the administrator's bid. The Court approves and appoints Phoenix Settlement Administrators to serve as the Settlement Administrator for this Settlement.
4. An enhancement to Plaintiff of \$2,500.00. In making this award, the Court has considered both the amount of Plaintiff's separate individual settlement and the factors discussed in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785.
5. Taking the above distributions into account, from the GSA of \$205,000, the remaining \$133,194.00 shall be distributed as provided under PAGA. The amount shall be allocated 75% (\$99,989.50) to the LWDA and 25% (33,298.50) to the aggrieved employees.

The administrator is to file a declaration no later than August 11, 2023 to confirm that the distribution of funds to aggrieved employees is complete. Upon receipt of the administrator's declaration, the Court will determine whether further briefing or a hearing is necessary.

The Court approves the scope of the PAGA release contained in the PAGA Settlement Agreement fully executed on December 23, 2022. ~~Following entry of this Order and Final Judgment and effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, all~~

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NDC

Aggrieved Employees, and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties for violations of Labor Code sections 201, 202, 203, 226(a), 226(c), 226.7, 432, 512, 558, 558.1, 1198, and 1198.5; applicable sections of IWC Wage Orders; failure to provide meal periods; failure to provide rest periods; failure to provide personnel file upon request; failure to provide payroll records upon request; failure to provide documents signed during employment upon request; failure to provide accurate itemized wage statements; and failure to pay all wages due upon separation of employment. "Released Parties" means Defendant and all of its affiliates, parents, subsidiaries, owners, shareholders, officers, directors, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

In addition to the foregoing, Plaintiff has also provided Defendant with a general release of all claims along with a waiver of the protections of California Civil Code section 1542, as set forth in more detail in a confidential individual settlement agreement between Plaintiff and Defendant (the terms of this Order and Final Judgment are not intended to in any way limit the scope of the release of claims in the Parties' separate individual settlement agreement).

In the event that Defendant fails to ever deposit the Gross Settlement Amount with the Settlement Administrator, the foregoing waiver and release of claims shall not become effective.

The Court approves the handling of any unclaimed funds as set forth in the PAGA Settlement Agreement.

This document shall constitute a Judgment. The Court reserves exclusive and continuing jurisdiction over the action and the Parties, pursuant to Code of Civil Procedure section 664.6, for the purposes of supervising the implementation, enforcement, administration, and interpretation of the PAGA Settlement Agreement and this Order and Final Judgment.

NDC

This Order and Final Judgment shall be binding on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of Res Judicata from re-litigating the Released Claims. (*See Arias v. Superior Court* (2009) 46 Cal.4th 969, 986).

1 Plaintiff's Counsel is hereby ordered to submit this Order and Final Judgment to the LWDA
2 pursuant to the requirements of California Labor Code section 2699(1)(3).

3 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

4
5 Dated: January 18, 2023



Hon. Judge William Claster
Judge of the Superior Court of the
State of California

GUTIERREZ DERHAM LAW FIRM LLP

PROOF OF SERVICE—30-2021-01178139-CU-OE-CXC

I, the undersigned, am over the age of eighteen years and not a party to this action.

On the date set forth below, I served the foregoing document(s) described as:

[PROPOSED] ORDER AND FINAL JUDGEMENT

I served the foregoing document(s) on the interested parties in this action, as follows:

Michael J. Lancaster <u>lancasterlaw2020@yahoo.com</u> Stocker & Lancaster LLP 19200 Von Karman Avenue The Atrium—Suite 600 Irvine, CA 92612	<u>CO-COUNSEL</u> Jeffrey S. Ranen <u>Jeffrey.Ranen@lewisbrisbois.com</u> William C. Sung <u>William.Sung@lewisbrisbois.com</u> Sona P. Patel <u>Sona.patel@lewisbrisbois.com</u> Lewis Brisbois Bisgaard & Smith LLP 633 West 5 th Street, Suite 4000 Los Angeles, CA 90071
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Attorneys for Defendants, ALISO VIEJO BREWING COMPANY, INC.

____ BY MAIL: I served the documents from within California by enclosing them in an envelope and depositing the sealed envelope at a post office, mailbox, subpost office, substation, or mail chute, or other like facility regularly maintained by the United States Postal Service, with postage fully prepaid.

____ BY OVERNIGHT DELIVERY: I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses indicated above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

X BY ELECTRONIC SERVICE: Pursuant to Code of Civil Procedure section 1010.6, or a court order, or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addressed indicated above. The documents to be sent to the persons at the electronic service addressed indicated above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 6, 2023.

Emily Page