



FILED
San Francisco County Superior Court

AUG 05 2022

CLERK OF THE COURT
BY: [Signature] Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

ALEXANDRA PELGRIFT, individually, on
behalf of other members of the general public
similarly situated, and on behalf of aggrieved
employees pursuant to the Private Attorneys
General Act of 2004 ("PAGA");

Plaintiff,

v.

THE 21ST AMENDMENT BREWERY CAFE,
LLC, a California limited liability company;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: CGC-20-585227

ORDER GRANTING FINAL APPROVAL

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1 The Court, having read the papers filed regarding Plaintiff Alexandra Pelgrift's
2 ("Plaintiff") Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost
3 Award, and Class Representative Enhancement Payment, and after considering the papers
4 submitted in support of the motion, including the Second Amended Joint Stipulation and
5 Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement"), hereby FINDS
6 AND ORDERS as follows:

7 Plaintiff and Defendant The 21st Amendment Brewery Cafe, LLC ("Defendant") entered
8 into the Settlement Agreement on or about March 3, 2022, to settle this class action lawsuit.

9 The Court entered an Order dated March 18, 2022, preliminarily approving the settlement
10 of this class action lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
11 Procedure section 382 and California Rules of Court, rule 3.769, ordering notice to be sent to Class
12 Members, scheduling a Fairness Hearing for August 4, 2022, and providing Class Members with
13 an opportunity to object to the Settlement or exclude themselves from the Class.

14 The Court held a Fairness Hearing on August 4, 2022 to determine whether to give final
15 approval to the Settlement of this class action lawsuit. Counsel for the parties were present. The
16 appearances are as stated in the record. No Class Members appeared to object to the settlement.
17 The Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost Award, and
18 Class Representative Enhancement Payment is GRANTED as set forth below.

19 1. Incorporation of Other Documents. This Order Granting Final Approval ("Order")
20 incorporates the Agreement. Unless otherwise provided herein, all capitalized terms in this Order
21 shall have the same meaning as set forth in the Agreement.

22 2. Jurisdiction. Because adequate notice has been disseminated and all Class
23 Members have been given the opportunity to request exclusion from the Class, the Court has
24 personal jurisdiction with respect to the claims of all Class Members. The Court also has subject
25 matter jurisdiction over this class action lawsuit, including jurisdiction to approve the Settlement,
26 and grants final certification of the Class for settlement purposes.
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1 3. Final Class Certification. The Court finds the Class satisfies all applicable
2 requirements of Code of Civil Procedure section 382, California Rules of Court, rule 3.769, and
3 due process. Accordingly, the Court certifies for settlement purposes, a Class consisting of any
4 and all persons who have been employed by Defendant as non-exempt employees in California at
5 any time from October 7, 2018 through October 15, 2021 (“Class,” “Class Members,” and “Class
6 Period”). There are one hundred sixty-two (162) Class Members who did not submit a valid and
7 timely request to exclude themselves from the Settlement (“Participating Class Members”)¹.

8 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-
9 Gharajeh, and Halina Szymanski of Justice Law Corporation have fully and adequately represented
10 the Class for purposes of entering and implementing the Settlement and have satisfied the
11 requirements of Code of Civil Procedure section 382.

12 5. Notice Packet. The Court finds the Notice of Class Action Settlement (“Class
13 Notice”), the Election Not to Participate In (“Opt Out” From) Class Action Settlement (“Exclusion
14 Form”), and the Notice of Objection Form (“Objection Form”) (collectively, the “Notice Packet”)
15 and its distribution to Class Members have been implemented pursuant to the Agreement and this
16 Court’s Preliminary Approval Order. The Court also finds the Notice Packet:

17 a. Constitutes notice reasonably calculated to apprise Class Members of: (i)
18 the pendency of the class action lawsuit; (ii) the material terms and provisions of the Settlement
19 and their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude
20 themselves from the Settlement; (v) their right to claim an Individual Settlement Share; (vi) their
21 right to appear at the Fairness Hearing; and (vii) the binding effect of the orders and judgment in
22 the class action lawsuit on all Participating Class Members;

23 b. Constitutes notice that fully satisfied the requirements of Code of Civil
24 Procedure section 382, California Rules of Court, rule 3.769, and due process;

27 ¹ Phoenix Settlement Administrators mailed Notice Packets to one hundred sixty-four (164)
28 Class Members and received two (2) requests for exclusion. Thus, there are one hundred sixty-
two (162) Participating Class Members.

1 c. Constitutes the best practicable notice to Class Members under the
2 circumstances of the class action lawsuit; and

3 d. Constitutes reasonable, adequate, and sufficient notice to Class Members.

4 6. Final Settlement Approval. The terms and provisions of the Settlement Agreement
5 have been entered in good faith and are the product of arm's-length negotiations by experienced
6 counsel who have done a meaningful investigation of the claims. The Settlement Agreement and
7 all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the
8 best interests of the Parties. The Parties are hereby directed to implement the Settlement
9 Agreement according to its terms and provisions.

10 7. Binding Effect. The terms and provisions of the Settlement and this Order are
11 binding on Plaintiff, Participating Class Members, and Eligible Aggrieved Employees, as well as
12 their spouses, heirs, registered domestic partners, executors, administrators, successors, and
13 assigns, and those terms shall have res judicata and other preclusive effect in all pending and future
14 claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent
15 those claims, lawsuits, or other proceedings involve matters that were or could have been raised in
16 the class action lawsuit and are encompassed by the Participating Class Members' Released Claims
17 and Eligible Aggrieved Employee's Private Attorneys General Act of 2004 ("PAGA") Released
18 Claims. The Settlement will have no binding effect upon, and provide no res judicata preclusion
19 to, those Class Members who have submitted timely requests for exclusion.

20 8. Release of Claims. As of the Effective Final Settlement Date, Participating Class
21 Members waive, release, promise never to assert in any forum, remise, and forever discharge the
22 Released Parties from the Released Claims during the Class Period. This release expressly
23 excludes the PAGA Released Claims.

24 a. Effect of PAGA Settlement. As of the Effective Final Settlement Date, Plaintiff,
25 the California Labor and Workforce Development Agency ("LWDA"), and any
26 other representative, proxy, or agent thereof, including, but not limited to, any and
27 all Eligible Aggrieved Employees shall waive, release, promise never to assert in
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any forum, remise, and forever discharge the Released Parties from the PAGA Released Claims during the PAGA Timeframe. Eligible Aggrieved Employees shall be bound by this PAGA Release regardless of the submission of a valid and timely Exclusion Form to the Settlement Administrator.

b. Plaintiff's Release of Claims and General Release. Upon Defendant's fulfillment of its payment obligations under section III(L)(7)(a) of the Agreement, and in exchange for the Class Representative Enhancement Payment to the Plaintiff of \$7,500, in recognition of her work and efforts in obtaining the benefits for the Class and undertaking the risk for the payment of costs if this matter had not successfully resolved, Plaintiff provides a general release of claims for herself and her respective spouse, heirs, successors, and assigns. With respect to the General Release, Plaintiff stipulates and agrees, as of the Effective Final Settlement Date, Plaintiff shall be deemed to have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the Civil Code.

c. Released Parties. The Released Parties include Defendant and any and all of its affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, 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.

9. Enforcement of Settlement. Nothing in this Order shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

10. Class Representative Enhancement Payment. The Court finds the Class Representative Enhancement Payment of \$7,500, to be paid by Defendant to Plaintiff out of the Maximum Settlement Amount, to be reasonable and appropriate. The Class Representative Enhancement Payment is to be paid pursuant to the terms and provisions in the Agreement.

1 11. Attorneys' Fees Award and Cost Award. The Court finds the Attorneys' Fees
2 Award of \$70,000, to be paid out of the Maximum Settlement Amount by Defendant to Class
3 Counsel, to be reasonable and appropriate. The Court also finds the Cost Award as reimbursement
4 for actual litigation costs incurred of \$12,497.71, to be paid by Defendant to Class Counsel out of
5 the Maximum Settlement Amount, to be reasonable and appropriate. Such fees and costs are to
6 be paid pursuant to the terms and provisions in the Settlement.

7 12. Administration Costs. The Court finds Administration Costs of \$11,000, to be paid
8 by Defendant to the Settlement Administrator out of the Maximum Settlement Amount, to be
9 reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and
10 provisions in the Settlement Agreement.

11 13. PAGA Payment. The Court finds the PAGA Payment of \$20,000, seventy-five
12 percent (75%) of which (\$15,000) shall be paid to the LWDA out of the Maximum Settlement
13 Amount and twenty-five percent (25%) of which (\$5,000) shall be distributed to Eligible
14 Aggrieved Employees, to be reasonable and appropriate. The PAGA Payment is to be paid
15 pursuant to the terms and provisions in the Settlement Agreement.

16 14. Funding of the Settlement. No later than thirty (30) calendar days after the
17 Effective Final Settlement Date, Defendant shall deposit the Maximum Settlement Amount of
18 \$200,000 needed to pay the entire Maximum Settlement Amount by wiring the funds to the
19 Settlement Administrator. Within fourteen (14) calendar days after the funding of the Settlement,
20 the Settlement Administrator shall calculate and pay all payments due under the Settlement.

21 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
22 Settlement is entitled to a presumption of fairness. In her moving papers, Plaintiff contends the
23 Settlement was the product of arm's-length negotiations following extensive litigation, discovery,
24 and exchange of documentation relating to Plaintiff's claims. The negotiations were facilitated
25 with the aid of an experienced mediator, Jeffrey A. Ross.

1 a. The fairness of the Settlement is demonstrated by there being no objections to and
2 only two (2) requests for exclusion from the Settlement. The Class Members who
3 requested exclusion are Matthew Foxworthy and Annabel Rainey.

4 b. The fairness of the Settlement is further illustrated by the *average* Individual
5 Settlement Share being about \$472.24, and the *highest* Individual Settlement Share
6 being approximately \$1,578.12.

7 16. Uncashed Checks. Participating Class Members must cash or deposit their
8 Individual Settlement Share checks within one hundred eighty (180) calendar days after the checks
9 are mailed to them. Within two hundred (200) calendar days after the checks are mailed, the
10 Settlement Administrator will cancel any uncashed checks, and will issue a second round of checks
11 to those Participating Class Members who cashed or deposited their checks in the first distribution
12 for their pro rata share of any remaining undistributed funds. The second round of checks will
13 expire and become non-negotiable after thirty (30) calendar days. The Settlement Administrator
14 will, within forty-five (45) calendar days after the second round of checks are mailed, cancel any
15 uncashed checks, and pay any residual funds to the *cy pres* recipient Legal Aid At Work.

16 17. Modification of Settlement Agreement. The Participating Class Members are
17 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
18 modifications of the Settlement Agreement by an express written instrument signed by counsel for
19 all Parties or their successors-in-interest. Such amendments or modifications shall be consistent
20 with this Order and cannot limit the rights of Participating Class Members.

21 18. Final Accounting and Compliance. The Court sets a Status Conference for August
22 11, 2023 at 9:00 a.m. in Department 304. No later than August 4, 2023, Plaintiff shall file a status
23 report that states the disposition of all settlement proceeds and is accompanied by an admissible
24 evidentiary declaration.

25 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order. This Court
26 expressly retains jurisdiction for the administration, interpretation, effectuation, and/or
27 enforcement of the Settlement Agreement and of this Order, and for any other necessary purpose.
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1 The Settlement Administrator is directed to carry out the terms of the Settlement
2 Agreement forthwith.

3 The Parties are hereby ordered to comply with the terms of the Agreement.

4 Plaintiff shall submit a copy of this Order to the LWDA within ten days pursuant to Labor
5 Code section 2699(1)(3).

6
7 IT IS SO ORDERED.

8
9 DATED: Aug 4, 2022


ETHAN P. SCHULMAN
SUPERIOR COURT JUDGE

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On August 5, 2022, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: August 5, 2022

T. Michael Yuen, Clerk

By: _____

Ericka Larnauti, Deputy Clerk

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PROOF OF SERVICE
1013A(3) CCP

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 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On August 5, 2022, I served the foregoing document described as

ORDER GRANTING FINAL APPROVAL

for the following case: **Pelgrift v. The 21st Amendment Brewery Cafe, LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-783168-20**
Court Case No.: CGC-20-585227
San Francisco County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on August 5, 2022, at Pasadena, California.



Mariah Anderson