

FILED
San Francisco County Superior Court

AUG 03 2023

CLERK OF THE COURT
BY: Christina Green
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

AMENDED JUDGMENT

AMENDED JUDGMENT

1 Judgment is hereby entered in accordance with the terms of this Court's Order Granting Final
2 Approval. The Order Granting Final Approval is hereby incorporated by reference.

3 The Class is defined as any and all persons who have been employed by Defendant as non-
4 exempt employees in California at any time from October 7, 2018 through October 15, 2021.

5 No Class Members objected to the Settlement. Two Class Members requested exclusion from
6 the Settlement.

7 The Maximum Settlement Amount is \$200,000. Through its Order Granting Final Approval,
8 the Court authorized the following distributions from the Maximum Settlement Amount:

- 9 1. A \$7,500 Class Representative Enhancement Payment to Plaintiff Alexandra Pelgrift.
- 10 2. \$70,000 for attorneys' fees.
- 11 3. \$12,497.71 for litigation costs.
- 12 4. \$11,000 for settlement administration costs.
- 13 5. \$20,000 for settlement of the Private Attorneys General Act cause of action, of which
14 \$15,000 will be distributed to California's Labor Workforce and Development Agency
15 ("LWDA"), and \$5,000 will be distributed to Eligible Aggrieved Employees.

16 Payments from the Net Settlement Amount shall be determined by the Settlement
17 Administrator in accordance with the Settlement Agreement.

18 Participating Class Members must cash or deposit their Individual Settlement Share checks
19 within one hundred eighty (180) calendar days after the checks are mailed to them. As of August 1,
20 2023, the total amount of residual funds from the initial distribution is \$10,134.69. The Court hereby
21 directs the Settlement Administrator to complete a second distribution, totaling \$10,134.69, to the
22 110 Class Members who negotiated their initial Settlement Shares in accordance with the Settlement
23 Agreement. The second round of checks will expire and become non-negotiable after thirty (30)
24 calendar days. The Settlement Administrator will, within forty-five (45) calendar days after the
25 second round of checks are mailed, cancel the checks, and pay the amount of the residual Individual
26 Settlement Share(s) to the *cy pres* recipient Legal Aid At Work.

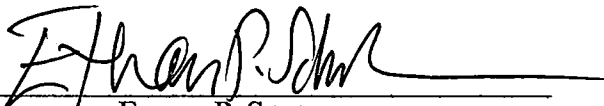
1 The Court retains exclusive and continuing jurisdiction over the litigation for purposes of
2 supervising, implementing, interpreting, and enforcing the Settlement Agreement and Amended
3 Judgment pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, rule
4 3.769(h).

5 This document shall constitute a judgment for purposes of California Rules of Court, rule
6 3.769(h).

7 Pursuant to Labor Code section 2699(1)(3), Plaintiff shall submit a copy of this Amended
8 Judgment to the LWDA within ten days.

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10 IT IS SO ORDERED.

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12 DATED: August 3, 2023

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14 ETHAN P. SCHULMAN
15 JUDGE OF THE SUPERIOR COURT
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On August 4, 2023, I served the foregoing document described as

PROOF OF SERVICE