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MARVIN MANN, and all others similarly situated
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA
(UNLIMITED JURISDICTION)

MARVIN MANN, on behalf of himself and all
others similarly situated, and the general public,

Plaintiff(s),

vs.

WALNUT BREWERY, INC., a Colorado
corporation doing business as Rock Bottom
Brewery; SPB HOSPITALITY, LLC, a
Delaware limited liability company; and DOES
1-50, inclusive,

Defendant(s).

Case No.: 21CV377897

**AMENDED ~~{PROPOSED}~~ FINAL
ORDER AND JUDGMENT APPROVING
CLASS SETTLEMENT**

Hearing Information

Hearing Date: 01/25/2023
Hearing Time: 1:30 p.m.
Hearing Dept: 19, The Hon. Peter H.
Kirwan

Action Filed: March 10, 2021



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1 This matter came on for hearing on at January 25, 2022 at 1:30 p.m. in Department 3 of
2 the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class
4 Action Settlement and Release of Claims (the "Settlement") filed herewith which provides for
5 a Gross Settlement Amount ("GSA") of \$275,000.00 in compromise of all disputed claims on
6 behalf of current and former non-exempt delivery service and field service employees employed
7 by Defendants Walnut Brewery, Inc., SPB Hospitality, LLC (collectively "Defendants"), and
8 Craft Brewery Group, LLC, who worked in California during the Class Period. All capitalized
9 terms used herein shall have the same meaning as defined in the Settlement.

10 In accordance with the Court's prior ruling granting Preliminary Approval of Class
11 Action Settlement, Class Members have been given notice of the terms of the Settlement and
12 the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
13 received and considered the Settlement, the supporting papers filed by the Parties, and the
14 evidence and argument received by the Court in conjunction with the motions for preliminary
15 and final approval of the Settlement, the Court grants final approval of the Settlement and
16 HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
17 DETERMINATIONS:

18 1. The Court has jurisdiction over the subject matter of the Action and over all
19 Parties to the Action, including all Class Members who did not request to be excluded from the
20 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of
21 Class Action Settlement of June 23, 2022, the Notice Packet was sent to each Class Member by
22 First Class U.S. mail. The Notice Packet informed Class Members of the terms of the Settlement,
23 their right to receive their proportional share of the Settlement, their right to request exclusion,
24 their right to comment upon or object to the Settlement, and their right to appear in person or by
25 counsel at the final approval hearing and be heard regarding final approval of the Settlement.
26 Adequate periods of time were provided by each of these procedures. No member of the Class
27 presented written objections to the proposed Settlement as part of this notice process, stated an
28 intention to appear, or actually appeared at the final approval hearing.

29 2. For purposes of this Settlement, "Class", or "Class Members" or "Settlement
30 Class" means all individuals Defendants and Craft Brewery Group, LLC, employed as hourly,
31 non-exempt employees, who worked at Rock Bottom Restaurant & Brewery in Campbell,



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1 California during the Class Period. The “Class Period” means the period of time from June 1,
2 2020 through October 20, 2021.

3 3. The Court finds and determines that the notice procedure afforded adequate
4 protections to Class Members and provides the basis for the Court to make an informed decision
5 regarding final approval of the Settlement based on the responses of Class Members. The Court
6 finds and determines that the notice provided in this case was the best notice practicable, which
7 satisfied the requirements of law and due process as to all persons entitled to such notice.

8 4. **Release by Plaintiff and Class Members.** As of the date of the Judgment, the
9 Settlement will release any further attempt, by lawsuit, administrative claim or action, arbitration,
10 demand, or other action of any kind by each. and all of the Settlement Class Members (including
11 participation to any extent in any representative or collective action), against Defendants and all
12 of those entities’ and individual’s past, present and future agents, employees, servants, officers,
13 directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents,
14 subsidiaries, equity sponsors, related corporations, divisions, joint venturers, assigns,
15 predecessors, successors, service providers, insurers, consultants, subcontractors, joint
16 employers, employee benefit plans and fiduciaries thereof, affiliated organizations, and all
17 persons acting under, by, through or in concert with any of them, and each of them, arising during
18 the period June 1, 2020 through October 20, 2021, and arising from, could have been asserted,
19 or related in any way to the claims asserted in the Action against Defendants. The Settlement
20 Class Members will release and discharge Defendants, and any of their former and present
21 parents, subsidiaries, owners, shareholders, officers, directors, employees, affiliates, successors,
22 assigns, agents, attorneys, legal representatives (“Released Parties”).

23 5. The Court further finds and determines that the terms of the Settlement are fair,
24 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
25 provisions of the Settlement, including the release of claims contained therein, should be and
26 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
27 according to its terms. As of the Effective Date of Settlement, and for the duration of the Class
28 Period, all Class Members are hereby deemed to have waived and released all Released Claims
and are forever barred and enjoined from prosecuting the Released Claims against the Releasees
as fully set forth in the Settlement. No objections were received by the Parties or the Court
through the date of this Final Order and Judgment. The Court finds that one (1) Class Member—



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1 Javier Rodriguez—submitted a request for exclusion from the Settlement as determined by the
2 Settlement Administrator and therefore is/are not in the Settlement Class.

3 6. The Court finds and determines that (a) the s to be paid to Participating Class
4 Members and (b) the \$3,000.00 payment to the LWDA for the PAGA penalty under the
5 California Labor Code Private Attorneys General Act of 2004, as amended, California Labor
6 Code sections 2699 et seq., as provided for by the Settlement are fair and reasonable. The Court
7 hereby grants final approval to, and orders the payment of, those amounts be made to the
8 Participating Class Members and to the California Labor & Workforce Development Agency,
in accordance with the terms of the Settlement.

9 7. The Court further grants final approval to and orders that the following payments
10 be made in accordance with the terms of the Settlement:

11 a. A Class Counsel Fees Payment in the amount of \$91,666.66 for
12 attorney's fees and a Class Counsel Litigation Expenses Payment in the amount of \$10,962.60
13 to Class Counsel;

14 b. \$15,000.00 as a Class Representative Payment payable to Plaintiff
15 Marvin Mann for his service as the class representative; and

16 c. \$7,000.00 in Settlement Administration costs payable to Phoenix for its
17 services as the Settlement Administrator.

18 d. Payment of \$3,000.00 (75% of the \$4,000.00 PAGA penalty) to the
19 LWDA; and

20 e. Employer-side payroll taxes (to be paid in addition to the GSA by
21 Defendant.

22 8. The settlement administration shall proceed as directed in the Settlement, and no
23 payments pursuant to the Settlement shall be distributed until after the date the Effective Date.
24 Without affecting the finality of this Final Order and Judgment in any way, the Court retains
25 jurisdiction of all matters relating to the interpretation, administration, implementation,
effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to
California Rule of Court 3.769(h).

26 9. Within 30 calendar days of the Effective Date, Defendants shall deposit the
27 Settlement proceeds in an account designated by the Settlement Administrator: (i) the total
28 amount of all Settlement Shares to Participating Class Members, (ii) the Court approved



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attorneys' fees & costs to Class Counsel, (iii) the Court-approved Class Representative Payment to Plaintiff, (iv) the Court-approved costs of the Settlement Administrator, and (v) the payment to the LWDA. Defendants shall also pay their share of the employer-side payroll taxes in addition to the .

10. Defendants' payment of such sums shall be the sole financial obligation of Defendants under the Settlement, and shall be in full satisfaction of all claims released herein, including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and expenses.

11. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement Share check. Those funds represented by checks returned as undeliverable and those checks remaining un-cashed for more than 180 days after issuance (collectively, "Voided Settlement Checks"), plus any interest that has accrued on those funds, will be paid to the California Unclaimed Property Fund with the identity of the Participating Class Member to whom the funds belong, to be held for the Participating Class Member.

12. The Parties shall file a final accounting report by December 1, 2023. A nonappearance case review re submission of a final report is scheduled for December 13, 2023 at 2:30 p.m. in Department 19.

13. Nothing in this Final Order and Judgment shall preclude any action to enforce the Parties' obligations under the Settlement or hereunder, including the requirement that Defendants deposit funds for distribution by the Settlement Administrator to participating Class Members in accordance with the Settlement.

14. The Court hereby enters final Judgment in this case in accordance with the terms of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement, and this Final Order and Judgment.

15. The Parties are hereby ordered to comply with the terms of the Settlement.

16. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement and this Final Order and Judgment.

17. The Settlement is not an admission by Defendants nor is this Final Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used



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1 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
2 and Judgment, Settlement, any document referred to herein, any exhibit to any document
3 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
4 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
5 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
6 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
7 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
8 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
9 and any other papers and records on file in the Action may be filed in this Court or in any other
10 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
11 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
12 the Release Class Claims and the Released PAGA Claims.

13 18. This document shall constitute a Judgment for purposes of California Rule of
14 Court 3.769(h).

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

16 Dated: Signed: 1/31/2023 03:29 PM

17 
18 The Honorable Peter H. Kirwan Theodore C. Zayner
19 Judge of the Superior Court
20
21
22
23
24



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1 **PROOF OF SERVICE**

2 State of California,
3 County of Los Angeles

4 I am a citizen of the United States and am employed in the County of Los Angeles, State
5 of California. I am over the age of 18 years, and not a party to the within action. My business
6 address is 1801 Century Park East, 25th Floor, Los Angeles, CA 90067.

7 I am familiar with the practice of The Spivak Law Firm, for collection and processing of
8 correspondence for mailing with the United States Postal Service. It is the practice that
9 correspondence is deposited with the United States Postal Service the same day it is submitted
10 for mailing.

11 On January 31, 2023, I served the foregoing document described as **AMENDED**
12 **[PROPOSED] FINAL ORDER AND JUDGMENT APPROVING CLASS**
13 **SETTLEMENT** on interested parties by placing a true and correct copy thereof enclosed in a
14 sealed envelope, with postage fully prepaid, addressed as follows:

15
16 Flynne M. Dowdy, Esq.
17 Aron Z. Karabel, Esq.
18 WALLER LANSDEN DORTCH & DAVIS, LLP
19 511 Union Street, Suite 2700
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24 Cory Miller, Esq.
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27 18301 Von Karman Avenue, Suite 950
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____ (BY MAIL) I caused such an envelope to be mailed by placing it for collection and
mailing, in the course of ordinary business practice, with other correspondence of The Spivak
Law Firm, 1801 Century Park East, 25th Floor, Los Angeles, CA 90067.

XXXX (BY EMAIL) I caused the documents to be sent to the persons at the electronic service
addresses listed above from my electronic service address stacy@spivaklaw.com.

EXECUTED on January 31, 2023, at Thousand Oaks, California.

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