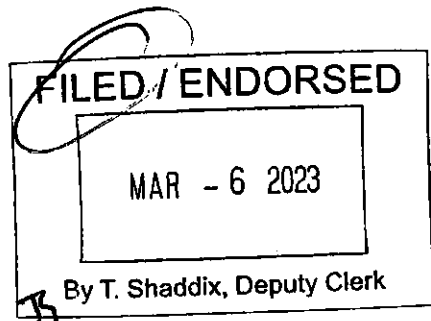




SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

RYAN DEVORE, GUADALUPE
ANTONIO SANCHEZ, and RICARDO
GALLARDO, individually and on behalf of
all others similarly situated,

Plaintiffs,

vs.

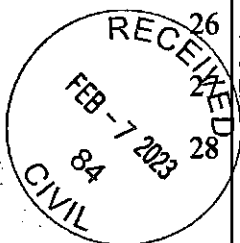
BWW RESOURCES, LLC, a Delaware
Corporation; INSPIRE BRANDS, INC., a
Georgia Corporation; BUFFALO WILD
WINGS, INC., a Minnesota Corporation;
and Does 1 through 20, inclusive,

Defendants.

Case No. 34-2021-00304976

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION
FOR ATTORNEY'S FEES AND
PLAINTIFF ENHANCEMENTS AND
ENTERING JUDGMENT**

BY FAX



**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING JUDGEMENT**

1 **ORDER AND JUDGMENT**

2 This matter came on for hearing in Department 27 of the above-captioned Court for
3 Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement and Motion For
4 Attorney's Fees and Plaintiff Enhancements pursuant to California Rule of Court 3.769,
5 following this Court's Order Granting Preliminary Approval and the Parties' Joint Stipulation of
6 Settlement ("Settlement Agreement" or "Settlement), a copy of which was filed in conjunction
7 with the Plaintiff's Motion for Final Approval of Class Action Settlement.

8 This ORDER AND JUDGEMENT incorporates by reference the definitions in the
9 Settlement Agreement, and all terms defined therein shall have the same meaning as set forth in
10 the Settlement.

11 Having received and considered the Settlement Agreement, the supporting papers filed by
12 the Parties, the evidence and argument received by the Court in conjunction with the Motion for
13 Preliminary Approval of Class Action Settlement, and the instant Motion for Final Approval, the
14 Court grants final approval of the Settlement Agreement and HEREBY ORDERS AND MAKES
15 THE FOLLOWING DETERMINATIONS:

16 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
17 each Settlement Class Member by first-class mail. These papers informed the Settlement Class
18 of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right
19 (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and
20 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final
21 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
22 were provided by each of these procedures. No member of the Class filed written objection to the
23 proposed Settlement as part of this notice process. No member of the Class stated an intention to
24 appear at the final approval hearing.

25 2. The Court finds and determines that this notice procedure afforded adequate
26 protections to Settlement Class Members and provides the basis for the Court to make an informed
27 decision regarding approval of the Settlement based on the responses of the Settlement Class.
28

1 The Court finds and determines that the notice provided in this case was the best notice
2 practicable, which satisfied the requirements of law and due process.

3 3. With respect to the Settlement Class and for purposes of approving this Settlement
4 only, this Court finds and concludes that: (a) the members of the Settlement Class are
5 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
6 of law or fact common to the Settlement Class, and there is a well-defined community of interest
7 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
8 claims of the Class Representatives are typical of the claims of the members of the Settlement
9 Class; (d) the Class Representatives have fairly and adequately protected the interests of the
10 members of the Settlement Class; (e) a class action is superior to other available methods for an
11 efficient adjudication of this controversy; and (f) the counsel of record for the Class
12 Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for Plaintiffs in their
13 individual and representative capacities for the Class.

14 4. The Court has certified a Settlement Class, as that term is defined in and by the
15 terms of the Settlement Agreement as all current and former non-exempt employees who were
16 employed by Defendants BWB Resources, LLC, Inspire Brands, Inc., and Buffalo Wild Wings,
17 Inc. ("Defendants") in California at any time during the Class Period of July 27, 2017, through
18 August 19, 2022, and the Court deems this definition sufficient for purposes of California Rule
19 of Court 3.765(a).

20 5. The Court hereby confirms Aegis Law Firm, PC and Castle Law: California
21 Employment Counsel, PC as Class Counsel.

22 6. The Court hereby confirms Plaintiffs Ryan Devore, Guadalupe Antonio Sanchez,
23 and Ricardo Gallardo ("Plaintiffs") as the Class Representatives in this Action.

24 7. The Court finds and determines that the terms set forth in the Settlement
25 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
26 according to its terms, having found that the Settlement was reached as a result of informed and
27 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
28 that the Parties conducted extensive investigation, research, and discovery and that their attorneys

1 were able to reasonably evaluate their respective positions. The Court also finds that the
2 Settlement Agreement will enable the Parties to avoid additional and potentially substantial
3 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The
4 Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the
5 significant value accorded to the Class.

6 8. The Court further finds and determines that the terms of the Settlement are fair,
7 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
8 the Settlement Agreement is ordered finally approved, and that all terms and provisions of the
9 Settlement should be and hereby are ordered to be consummated.

10 9. The Court hereby approves the Gross Settlement Amount of \$4,500,000.00.

11 10. The Court finds and determines that the Individual Settlement Payments to be paid
12 to participating Settlement Class Members as provided for by the Settlement are fair and
13 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
14 be made to the participating Settlement Class Members in accordance with the Settlement
15 Agreement.

16 11. The Court finds and determines that payment to the California Labor and
17 Workforce Development Agency for as its share of the settlement of civil penalties in this case is
18 fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the
19 payment of that amount be paid in accordance with the Settlement Agreement.

20 12. The Court finds and determines that the fees and expenses in administering the
21 Settlement incurred by Rust Consulting, Inc. in the amount of up to \$30,522.00, are fair and
22 reasonable. The Court hereby gives final approval to and orders that the payment of that amount
23 in accordance with the Settlement. All unused funds will revert to the settlement fund to be
24 distributed to Participating Class Members.

25 13. The Court finds and determines the Class Representatives Incentive Awards of
26 \$10,000.00 for Plaintiffs each is fair and reasonable. The Court hereby orders the Administrator
27 to make this payment to the Plaintiffs/Class Representatives in accordance with the terms of the
28 Settlement Agreement.

1 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
3 \$1,500,000.00 and actual litigation costs of \$17,284.62. The Court finds such amounts to be fair
4 and reasonable. The Court hereby orders the Settlement Administrator to make these payments
5 in accordance with the terms of the Settlement Agreement.

6 15. Without affecting the finality of this order or the entry of judgment in any way,
7 the Court retains jurisdiction of all matters relating to the interpretation, administration,
8 implementation, effectuation, and enforcement of this order and the Settlement.

9 16. Neither Defendants nor any related persons or entities shall have any further
10 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
11 except as provided for by the Settlement Agreement.

12 17. Neither the making of the Settlement Agreement nor the entry into the Settlement
13 Agreement constitutes an admission by Defendants, nor is this order a finding of the validity of
14 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
15 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
16 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
17 be construed as an admission or concession by or against Defendants or any related person or
18 entity.

19 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
20 under the Settlement or under this order, including the requirement that Defendants make payment
21 to the participating Settlement Class Members in accordance with the Settlement.

22 19. Upon completion of administration of the Settlement, the Settlement
23 Administrator will provide written certification of such completion to the Court and counsel for
24 the Parties which shall be filed with the Court five (5) court days before the non-appearance
25 compliance hearing set for 11/16/23, 2023 at 1:30 a.m. (p.m.) in Dept. 27.

26 20. The Court hereby enters final judgment in accordance with the terms of the
27 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement, and
28 this Order.

21. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation costs.

DATED: 3/6, 2023



Honorable **JILL H. TALLEY**
JUDGE OF THE SUPERIOR COURT