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individually and on behalf of all others similarly situated

FILED
Superior Court of California
County of Sacramento
01/28/2025
T. Shaddix, Deputy

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

DEVYNN E. PHIPPS, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

NEW PUNCH BOWL SACRAMENTO,
LLC; and DOES 1 through 20, inclusive,

Defendants.

Case No. 34-2022-00317838-CU-OE-GDS

Assigned for all purposes to
Hon. Judge Jill Talley
Dept. 23

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 17, 2025
Time: 9:00 a.m.
Dept: 23

**~~PROPOSED~~ ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

1 This matter came on for hearing on January 17, 2025, at 9:00 a.m., in Department 23 of
2 the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval filed June 7, 2024, and the CLASS ACTION AND PAGA SETTLEMENT
5 AGREEMENT AND CLASS NOTICE ("Settlement Agreement"), a copy of which was filed in
6 conjunction with the Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement heard June 7, 2024, and
10 the instant Motion for Final Approval, the Court grants final approval of the Settlement and
11 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

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

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the responses of the Class. The Court finds and
24 determines that the notice provided in this case was the best notice practicable, which satisfied
25 the requirements of law and due process.

26 3. With respect to the Class and for purposes of approving this Settlement only, this
27 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
28 that joinder of all members is impracticable; (b) there are questions of law or fact common to the

1 Class, and there is a well-defined community of interest among members of the Class with respect
2 to the subject matter of the Action; (c) the claims of Class Representative Devynn E. Phipps are
3 typical of the claims of the members of the Class; (d) the Class Representative has fairly and
4 adequately protected the interests of the members of the Class; (e) a class action is superior to
5 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
6 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
7 Plaintiff in their individual and representative capacities for the Class.

8 4. The Court has certified a Class, as that term is defined in and by the terms of the
9 Settlement Agreement as all non-exempt employees employed by Defendant New Punch Bowl
10 Sacramento, LLC at any time during the Class Period of May1, 2021 to March 17, 2023, and the
11 Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

12 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

13 6. The Court hereby confirms Plaintiff Devynn E. Phipps as the Class Representative
14 in this Action.

15 7. The Court finds and determines that the terms set forth in the Settlement
16 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
17 according to its terms, having found that the Settlement was reached as a result of informed and
18 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
19 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
20 were able to reasonably evaluate their respective positions. The Court also finds that the
21 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
22 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
23 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
24 value accorded to the Class.

25 8. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable and adequate to the Class and to each Participating Class Member and that the
27 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
28 be and hereby are ordered to be consummated.

1 9. The Court hereby approves the Gross Settlement Amount of \$400,000.00.

2 10. The Court finds and determines that the Individual Settlement Payments to be paid
3 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
4 Court hereby gives final approval to and orders the payment of those amounts be made to the
5 Participating Class Members in accordance with the Settlement Agreement.

6 11. The Court finds and determines that payment to the California Labor and
7 Workforce Development Agency of \$15,000.00 as its share of the settlement of civil penalties in
8 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
9 that the payment of that amount be paid in accordance with the Settlement Agreement.

10 12. The Court finds and determines that the fees and expenses in administering the
11 Settlement incurred by Rust Consulting, Inc. in the amount of \$8,934.00, are fair and reasonable.
12 The Court hereby gives final approval to and orders that the payment of that amount in accordance
13 with the Settlement.

14 13. The Court finds and determines the Class Representatives Enhancement Award
15 of up to \$10,000.00 for Plaintiff is fair and reasonable. The Court hereby orders the
16 Administrator to make this payment to the Plaintiff/Class Representative in accordance with the
17 terms of the Settlement Agreement.

18 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
19 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
20 in the sum of \$133,333.33 and litigation costs of \$14,650.00. The Court finds such amounts to
21 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
22 payments in accordance with the terms of the Settlement Agreement.

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

26 16. Neither Defendant nor any related persons or entities shall have any further
27 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
28 except as provided for by the Settlement Agreement.

1 17. Neither the making of the Settlement Agreement nor the entry into the Settlement
2 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of
3 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
4 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
5 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
6 be construed as an admission or concession by or against Defendant or any related person or
7 entity.

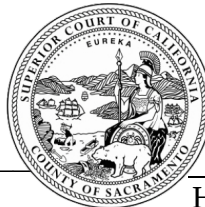
8 19. A final compliance hearing is set for February 20, 2026 at 10:30 a.m. Plaintiff's
9 counsel must file a declaration from the Settlement Administrator at least ^{15 calendar}~~5 court~~ days prior to
10 the hearing.

11 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
12 under the Settlement or under this order, including the requirement that Defendants make
13 payment to the Participating Class Members in accordance with the Settlement.

14 19. This Judgment is intended to be a final disposition in its entirety of the above
15 captioned action. Without affecting the finality of this judgment in any way, the Court retains
16 jurisdiction of all matters relating to the interpretation, administration, implementation,
17 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

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

21
22 DATED: 01/28/2025



Jill Talley

Honorable Jill Talley
JUDGE OF THE SUPERIOR COURT