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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

JOHN PRICE, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

FORT POINT BEER COMPANY; and DOES 1
through 25, inclusive,

Defendants.

Case No. CGC-23-610592
[Consolidated with Case No. CGC-24-611779]

Honorable Jeffrey S. Ross
Department 613

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: May 22, 2026
Time: 11:00 a.m.
Dept.: 613

Complaint Filed: November 21, 2023
Trial Date: Not Set

1 Plaintiff John Price's ("Plaintiff") Motion for Final Approval of Class Action and PAGA
2 Settlement and Motion for Approval of Attorneys' Fees and Costs and Enhancement Payment came
3 before this Court on May 22, 2026 at 11:00 a.m. before the Honorable Jeffrey S. Ross in Department
4 613 of the above-captioned Court located at Civic Center Courthouse, 400 McAllister Street, San
5 Francisco, California 94102.

6 Having received and considered Joint Stipulation of Class Action and PAGA Settlement and
7 Amendment No. 1 to the Joint Stipulation of Class Action and PAGA Settlement (together,
8 "Settlement Agreement" or "Settlement"), Plaintiff's Motion for Final Approval of Class Action and
9 PAGA Settlement and Motion for Approval of Attorneys' Fees and Costs and Enhancement Payment,
10 the supporting papers filed by the Parties, the Declarations of Class Counsel (Alexandra Rose and
11 Lizeth Marin), the Class Representative (John Price), the Settlement Administrator (Norma Ayala on
12 behalf of Apex Class Action LLC), and the evidence and argument received by the Court in
13 conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and
14 documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND
15 MAKES THE FOLLOWING DETERMINATION:

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiff and Defendant Fort Point Beer Company (together, with Plaintiff, the "Parties"),
18 including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: "All current and former hourly-paid and/or non-exempt employees who worked for
21 Defendant in the State of California at any time during the Class Period." The "Class Period" is
22 defined as the period from November 21, 2019 through August 27, 2025.

23 3. The Court appoints Plaintiff John Price as the Class Representative for settlement
24 purposes only.

25 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle Ling
26 GruppChang, P.J. Van Ert, Alexandra Rose, and Lizeth Marin of Blackstone Law, APC as Class
27 Counsel for settlement purposes only.
28

1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
23 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$10,000.00.

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
25 to Class Counsel in the sum of \$113,750.00 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$27,272.03. The attorneys’ fees and reimbursement of litigation costs
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

1 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
2 obtained for the Class.

3 11. The Court approves and orders payment from the Gross Settlement Amount in the
4 amount of \$6,490.00 to Apex Class Action LLC for performance of settlement administration services.

5 12. The Court approves and orders payment in the amount of \$12,750.00 to the California
6 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
7 PAGA penalties.

8 13. It is hereby ordered that Defendant shall pay the Gross Settlement Amount in thirteen
9 (13) installments as follows:

10 a. Initial Payment: No later than sixty (60) calendar days after Final Approval,
11 Defendant will deposit One Hundred Twenty-Five Thousand Dollars and Zero
12 Cents (\$125,000.00) of the Gross Settlement Amount and Employer Taxes into a
13 Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation
14 Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator.
15 Defendant shall provide all information necessary for the Settlement Administrator
16 to calculate necessary payroll taxes including its official name, 8-digit state
17 unemployment insurance tax ID number, and other information requested by the
18 Settlement Administrator, no later than five (5) business days after the Effective
Date.

19 b. Installment Payment(s): The remainder of the Gross Settlement Amount shall be
20 paid in twelve (12) equal payments for twelve (12) months thereafter until the Gross
21 Settlement Amount has been fully funded. The first of the twelve (12) Installment
22 Payments shall be paid no later than thirty (30) calendar days after the Initial
23 Payment.

24 c. Any failure by Defendant to timely pay the Initial Payment or any Installment
25 Payment shall be an event of default. Within three (3) business days of any default,
26 the Settlement Administrator shall email counsel for both Parties notifying them of
27 any default (the “Default Notice”). Defendant shall have no more than five (5)
28 business days from the date of the Default Notice to cure the default. Any default

1 that is not cured by the 9th business day from the date of the Default Notice shall
2 entitle Plaintiff to seek Ten Percent (10%) interest on top of the Installment
3 Payment. If the default is not cured within thirty (30) calendar days of the Default
4 Notice, Plaintiff is entitled to move ex parte to have all remaining unpaid
5 Installment Payment(s) immediately accelerated and judgment entered against
6 Defendant for the remaining unpaid Installment Payment(s) and interest.

7 14. It is hereby ordered that the Settlement Administrator shall distribute the Gross
8 Settlement Amount as follows:

9 a. Within five (5) business days of the funding of the third Installment Payment, the
10 Settlement Administrator will issue half of the Individual Settlement Payments to
11 Settlement Class Members, half of the Individual PAGA Payments to PAGA
12 Employees, half of the LWDA Payment to the LWDA, half of the Enhancement
13 Payment to Plaintiff, half of the Attorneys' Fees and Costs to Class Counsel, and
14 half of the Settlement Administration Costs to itself. The Settlement Administrator
15 shall also set aside the Employer Taxes and all employee-side payroll taxes,
16 contributions, and withholding, and timely forward these to the appropriate
government authorities.

17 b. Within five (5) business days of the funding of the last Installment Payment, the
18 Settlement Administrator will issue the remaining half of the Individual Settlement
19 Payments to Settlement Class Members, remaining half of the Individual PAGA
20 Payments to PAGA Employees, remaining half of the LWDA Payment to the
21 LWDA, remaining half of the Enhancement Payment to Plaintiff, remaining half
22 of the Attorneys' Fees and Costs to Class Counsel, and remaining half of the
23 Settlement Administration Costs to itself.

24 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
25 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
26 issued, and thereafter, will be canceled. Any funds associated with such canceled checks shall be
27 distributed by the Settlement Administrator to the State of California's Unclaimed Property Division
28 in the name of the Settlement Class Member and/or PAGA Employee.

1 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
2 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
3 compromised, relinquished, and discharged the Released Parties of any and all claims which were
4 alleged or which could have been reasonably alleged based on the factual allegations in the Operative
5 Class Complaint, arising during the Class Period, which shall specifically include claims for
6 Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest
7 periods and associated premium payments, timely pay wages during employment and upon
8 termination, provide all accrued gratuities, provide accurate wage statements, and reimburse necessary
9 business-related expenses, in violation of California *Labor Code* Sections 201, 202, 203, 204, 210,
10 226(a), 226.7, 350-356, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable
11 Industrial Welfare Commission Wage Order, and California *Business and Professions Code* sections
12 17200, *et seq.* (collectively, “Released Class Claims”).

13 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
14 and all PAGA Employees will be deemed to have fully, finally, and forever released, settled,
15 compromised, relinquished, and discharged the Released Parties of any and all claims arising from
16 any of the factual allegations in the PAGA Letter and the Operative PAGA Complaint, arising during
17 the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California
18 *Labor Code* Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged
19 failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated
20 premium payments, timely pay wages during employment and upon termination, provide all accrued
21 gratuities, provide compliant wage statements, maintain complete and accurate payroll records, and
22 reimburse necessary business-related expenses, in violation of California *Labor Code* Sections 201,
23 202, 203, 204, 210, 226(a), 226.7, 350-356, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800,
24 and 2802, and the applicable Industrial Welfare Commission Wage Order (collectively, “Released
25 PAGA Claims”).

26 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
27 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
28 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,

1 liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of
2 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
3 unasserted, arising out of, relating to, or resulting from his employment and/or separation of
4 employment with Defendant, which Plaintiff, at any time up until the execution of the Settlement
5 Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be
6 broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
7 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
8 Any and all rights granted under any state or federal law or regulation limiting the effect of the
9 Settlement Agreement, including the provisions of Section 1542 of the California *Civil Code*, ARE
10 HEREBY EXPRESSLY WAIVED. Section 1542 of the California *Civil Code* reads as follows:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
12 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
13 THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,
14 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
15 OR RELEASED PARTY.

16 19. "Released Parties" means Defendant and its current and former officers, directors,
17 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

18 20. This Court shall retain jurisdiction with respect to all matters related to the
19 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
20 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
21 Settlement and the determination of all controversies relating thereto.

22 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
23 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
24 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

25 22. A Compliance Hearing is set for _____ at _____
26 in Department 613 of this Court located at Civic Center Courthouse, 400 McAllister Street, San
27 Francisco, California 94102. The Settlement Administrator shall file a Final Report by
28 _____.

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IT IS SO ORDERED.

Dated: _____

Honorable Jeffrey S. Ross