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FILED
San Diego Superior Court

JUN 12 2026

By: S. Christensen, Deputy

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10 LINDSAY BUCKNER, individually and on
behalf of the State of California, the general
11 public and all aggrieved employees,

12 Plaintiff,

13 v.

14 K.A. MCNAIR BREWING COMPANY, LLC,
a limited liability company; and DOES 1
15 through 50, inclusive,

16 Defendants.

Case No.: 25CU002376C

[Assigned for all purposes to the Honorable Judy S.
Bae, Department C-62]

REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL OF
PAGA SETTLEMENT AND REQUEST FOR
AWARD OF ATTORNEYS' FEES, COSTS,
REPRESENTATIVE SERVICE AWARD, AND
SETTLEMENT ADMINISTRATION
EXPENSES; AND JUDGMENT**

Date: June 12, 2026
Time: 9:10 a.m.
Judge: Hon. Judy S. Bae
Dept: C-62

[IMAGED FILE]

[Filed concurrently herewith the Notice of Motion;
the Memorandum of Points and Authorities; the
Declarations of Nathan J. Reese and Lindsay
Buckner]

Complaint Filed: January 14, 2025
Trial Date: None set

On June 12, 2026 at 9:10 a.m., this matter came before the Honorable Judy S. Bae in Department C-62 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, on Plaintiff Lindsay Buckner's ("Plaintiff") Motion for Approval of PAGA Settlement and Request for Award of Attorneys' Fees, Costs, Representative Service Award, and Settlement Administration Expenses ("Approval Motion"). Each party appeared at the hearing through their respective counsel of record.

Having duly considered all papers, evidence, and oral arguments in this matter to date, including Plaintiff's Approval Motion, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. All the terms used herein shall have the same meaning as defined in the parties' PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Nathan J. Reese filed in support of Plaintiff's Approval Motion.

2. This Court has jurisdiction over the claims of the Aggrieved Employees and the State of California asserted in this proceeding and over all parties to the Action.

3. Plaintiff provided notice to the Labor and Workforce Development Agency (the "LWDA") on November 7, 2024, and is authorized to act as a private attorney general with respect to the PAGA claim being released under the terms of the Settlement. The LWDA was provided with notice of Plaintiff's Approval Motion on May 20, 2026 and no objection has been received to the Settlement or the Approval Motion from the LWDA. Plaintiff is ORDERED to submit this Order and Judgment to the LWDA within 10 calendar days of entry of this Order and Judgment.

4. In accordance with California Labor Code section 2699(s)(2), the Court has reviewed the Settlement Agreement. The Court APPROVES the settlement as set forth in the Settlement Agreement and the Gross Settlement Amount of \$110,000 and finds that the allocation of civil penalties for the claim under PAGA is fair, reasonable, and appropriate, considering the maximum potential value of the claims asserted and the risks inherent in further litigation.

5. The Settlement covers Plaintiff and all Aggrieved Employees, defined as all current and former non-exempt employees of Defendant K.A. McNair Brewing Company, LLC, who were employed

1 in California from November 11, 2023, through February 28, 2026.

2 6. The Court has considered the authorities and evidence presented by Plaintiff and based
3 thereon hereby approves the following awards and deductions from the Gross Settlement Amount:

- 4 • To Plaintiff's counsel, ARCH Legal, P.C., an award of \$38,500 in attorneys' fees
5 (representing 35 percent of the Gross Settlement Amount) and \$10,481.09 in costs.
6 The Court finds that these amounts are fair and reasonable and commensurate with
7 applicable California law.
- 8 • To Plaintiff, a Representative Service Award of \$2,500. The Court finds that
9 Plaintiff's time, effort, and participation in this lawsuit justify this payment.
- 10 • To Apex Class Action, LLC, the parties' proposed settlement administrator, a
11 payment not to exceed \$3,490, to administer the Settlement through its conclusion,
12 including disbursement of the Gross Settlement Amount and all tax reporting
13 associated therewith.

14 7. The amount remaining of the Gross Settlement Amount following these deductions is the
15 Net Settlement Amount of approximately \$55,028.91. The Net Settlement Amount shall be disbursed to
16 the LWDA and the Aggrieved Employees pursuant to the terms of the Settlement Agreement. Specifically,
17 the Net Settlement Amount will be distributed 65 percent to the LWDA and 35 percent to the Aggrieved
18 Employees.

19 8. Upon entry of this Order and Judgment, the parties shall effectuate all terms of the
20 Settlement based on the provisions and timelines set forth in the Settlement Agreement.

21 9. As of and subject to the occurrence of the Effective Date, all Aggrieved Employees are
22 deemed to release, on behalf of themselves and their respective former and present representatives, agents,
23 attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA
24 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
25 Operative Complaint and the PAGA Notices, including claims for Defendant's alleged: (1) failure to
26 provide legally compliant rest periods; (2) failure to pay all gratuities earned during employment in
27 violation of Labor Code section 351; (3) failure to reimburse for necessary business expenses; (4) failure
28 to timely pay all wages due and owing upon separation of employment; (5) failure to furnish accurate

1 itemized wage statements; and (6) failure to maintain accurate records of gratuities received in violation
2 of Labor Code section 353 ("Released PAGA Claims").

3 10. In addition to the above release, upon entry of this Order and Judgment, Plaintiff releases
4 any and all known and unknown claims as to the Released Parties in accordance with the Settlement
5 Agreement.

6 11. It is ORDERED that Plaintiff and all Aggrieved Employees shall be prohibited and
7 permanently enjoined from pursuing, in any fashion, the PAGA Released Claims against any of the
8 Released Parties.

9 12. Nothing in this Order and Judgment or the Settlement shall be construed as an admission
10 or concession by any party. The Settlement and this resulting Order and Judgment only represent a
11 compromise of disputed allegations.

12 13. In accordance with California Code of Civil Procedure section 664.6 and California Rules
13 of Court, Rule 3.769, this document shall constitute a final judgment and this Court shall retain exclusive
14 and continuing jurisdiction over the Action, the parties, and the Aggrieved Employees for purposes of
15 addressing (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters
16 relating to the administration of the Settlement; and/or (c) such post-judgment matters as may be
17 appropriate under Court rules or as set forth in the Agreement.

18 14. ~~The Action is hereby DISMISSED WITH PREJUDICE.~~

JS Court sets a Final Accounting Hearing in Dept. 62 on 2/20/2021 @ 9:10 AM

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

20
21 Dated: 6/12/2026

JS

Honorable Judy S. Bae
Judge of the Superior Court