

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
CENTRAL**

MINUTE ORDER

DATE: 06/12/2026

TIME: 9:10 AM

DEPT: C-62

JUDICIAL OFFICER: JUDY S. BAE

CLERK: S. Christensen

REPORTER/ERM: Not Reported

BAILIFF/COURT ATTENDANT:

CASE NO: **25CU002376C** CASE INIT.DATE: 01/14/2025

CASE TITLE: **Buckner vs KA McNair Brewing Company LLC**

CASE CATEGORY: Civil CASE TYPE: (U)Other Employment

HEARING TYPE: Motion Hearing

MOVING PARTY:

APPEARANCES

Dawn M Berry, Attorney for Plaintiff Lindsay Buckner, present via remote audio appearance.

Alec Dea, attorney for KA McNair Brewing Company LLC, Defendant, present via remote audio appearance.

Hearing on Plaintiff Lindsay Buckner's Motion for Approval of PAGA Settlement

All parties submit(s) on the Court's tentative ruling.

The Court confirms the tentative ruling as follows:

Plaintiff Lindsay Buckner's Motion for Approval of PAGA Settlement is **GRANTED**.

Discussion

"The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." (Lab. Code, § 2699(s)(2).) Here, the settlement was submitted to the LWDA on May 20, 2026, the same day this motion was filed. (ROA 24, Reese Decl., at ¶ 5 and Ex. 2.) Thus, Plaintiff has complied with Labor Code § 2699(s)(2).

The proposed PAGA settlement of \$110,000.00 is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) The "Aggrieved Employees" consist of all current and former nonexempt employees of Defendant who were employed in California during the "PAGA Period" (November 11, 2023 through February 28, 2026). (Reese Decl., at

Ex. 1 [Settlement Agreement], p. 1, ¶ 1.4 and p. 2, 1.19; ROA 28, Barry Suppl. Decl., at ¶ 2 and Ex. 1 [Fully Executed copy of Settlement Agreement].)

There are approximately 75 aggrieved employees who worked approximately 2,300 pay periods. (Settlement Agreement, at p. 5, ¶ 4.1.) The penalty distribution is consistent with the mandate in Labor Code § 2699 in effect at the time Plaintiff filed the PAGA Notice and Complaint.

The Court evaluated the strength of Plaintiff's case, the risk, complexity, and likely duration of further litigation, the settlement amount, any indications of fraud, collusion or unfairness, and whether Plaintiff adequately represented the state and public's interests. Here, Plaintiff and her Counsel pursued informal discovery and evaluated data concerning the aggrieved parties, including timekeeping and payroll records from a random 25% sample of nonexempt employees and Defendant's payroll policies and procedures. The settlement is a good result and the product of arms-length negotiations between experienced counsel and was reached after a full-day mediation before Daniel J. Turner, Esq. The parties ultimately agreed to a mediator's proposal and finalized the terms into the long-form Settlement Agreement. (Reese Decl., at ¶ 17.) The Gross Settlement Amount reflects 32.5% of Defendant's maximum potential exposure. (*Id.* at ¶ 29.) There is no indication the LWDA, nor any other individual or aggrieved employee, have objected to the settlement. Taken as a whole, Plaintiff adequately represented the state and the public's interests.

Plaintiff's Counsel seeks 35.00% or \$38,500.00 of the gross settlement amount of \$110,000.00. (Lab. Code, § 2699(g).) A percentage method may be used to calculate a reasonable fee in a common fund case such as this. (*Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 503.) Although the Court is generally not inclined to award attorneys' fees above one-third (33.33%) of the gross settlement amount, the reasonableness of the fees request is confirmed when double checked against the lodestar, which results in a negative 0.48 multiplier. (*Id.* at p. 504 [courts may, but are not required to, double check the reasonableness of a percentage fee through a lodestar calculation]; Reese Decl., at ¶¶ 50-56 [Plaintiff's Counsel collectively spent a total of 131.00 hours in this case over four years and incurred a total lodestar of \$79,639.00].) Plaintiff's Counsel obtained a good result on behalf of the LWDA and the Aggrieved Employees, given the Gross Settlement Amount reflects 32.5% of Defendant's maximum potential exposure. (Reese Decl., at ¶ 29.) Plaintiff's Counsel bore the entire risk and cost of litigation on a contingency basis. Accordingly, the Court approves the requested \$38,500.00 in attorneys' fees.

Counsel for Plaintiff seeks \$10,481.09 in actual litigation costs. (Reese Decl., at ¶¶ 41, 57.) This is less than the \$11,000.00 authorized. (Settlement Agreement, at p. 4, ¶ 3.2.1.) Under the Settlement Agreement, if the Court approves less than the amounts requested, the remainder shall be payable to the LWDA as part of the LWDA PAGA Payment. (*Ibid.*)

The \$3,490.00 in settlement administration expenses to Apex Class Action, LLC is authorized under the settlement and is uncontested. (Settlement Agreement, at p. 4, ¶ 3.2.2.) The Court thus approves \$3,490.00 in settlement administration expenses.

Finally, the \$2,500.00 service payment to Plaintiff in recognition of her efforts to assist Counsel in this litigation is adequately supported (ROA 25, Buckner Decl., at ¶¶ 6-18), uncontested, and approved.

For these reasons, the Court approves the PAGA settlement, and the motion is **GRANTED**.

The Court vacates the July 10, 2026 Status Conference and set a Final Accounting Hearing for **February 20, 2027 at 9:10 a.m.** in Department 62 to confirm the completion of the settlement process.

The Court reviewed and signed the proposed order (ROA 26) at the hearing, with interlineations to strike out the language in paragraph 14 and replace that language with the date and time for the Final Accounting Hearing.

Judy S. Bae

Judge Judy S. Bae