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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

RANDY KUNSMAN, on behalf of himself  
and all "aggrieved employees" pursuant to  
Labor Code § 2698 et seq.

Plaintiff,

v.

PUNCH BOWL SACRAMENTO, LLC, a  
Delaware limited liability company;  
PUNCH BOWL RANCHO  
CUCAMONGA, LLC, a Delaware limited  
liability company; PUNCH BOWL SAN  
DIEGO, LLC, a Delaware limited liability  
company, and DOES 1 through 10,  
inclusive,

Defendants.

Case No. 34-2018-00243175

**AMENDED [PROPOSED] ORDER  
GRANTING PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT, AN AWARD FOR  
ATTORNEY'S FEES AND COSTS, AND  
SERVICE AWARD; AND JUDGMENT  
ENFORCING THE TERMS OF THE  
SETTLEMENT AND RETAINING  
JURISDICTION**

Date: January 6, 2020

Time: 2:00 p.m.

Judge: David I. Brown

Dept.: 53

Trial Date: None set

Complaint filed: October 23, 2018

1 THE COURT, after notice to the class, held a hearing on January 6, 2020 at 2:00 p.m., for  
2 purposes of determining:

3 1. Whether the proposed Settlement of the claims asserted by Plaintiffs on behalf of the  
4 conditionally-certified Class in the above-captioned lawsuit (the "Litigation"), on the terms set forth in  
5 the Class Action Settlement and Compromise Agreement ("Settlement Agreement" or "Settlement"),  
6 and the exhibits thereto, was made in good faith and is fair, reasonable, and adequate and should be  
7 finally approved by the Court;

8 2. Whether, pursuant to the terms of the proposed Settlement, a Judgment should be entered  
9 against of Defendants Punch Bowl San Diego, LLC, Punch Bowl Rancho Cucamonga, LLC, Punch Bowl  
10 Sacramento, LLC, and PBS Brand Co., LLC (hereinafter "Defendant" or "Punch Bowl"); and

11 3. If the Settlement is approved, whether the attorney's fees and costs sought by Class  
12 Counsel, and the service award sought by the Class Representatives, the claims administrator's fees, and  
13 the PAGA payment should be approved.

14 The Court, having heard all persons properly appearing and requesting to be heard; having  
15 considered the papers submitted in support of the proposed Settlement and the oral presentations of  
16 counsel; having considered all applicable law; and having been advised that no objections and no  
17 requests for exclusions were made to the proposed Settlement finds that the Settlement should be  
18 approved in its entirety and that there is no just reason for delay of the entry of this Final Order  
19 Approving Class Action Settlement. The Final Order adopts and incorporates the Settlement Agreement,  
20 the terms defined therein, and all exhibits thereto.

21 **IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

22 1. The Court finds that it has personal jurisdiction over all members of the Class, and that  
23 it has subject matter jurisdiction over all claims being settled and to approve the Settlement Agreement  
24 and all exhibits thereto.

25 2. The Court gives Final Approval to the Settlement as fair, reasonable, and adequate as to  
26 each of the Parties, and consistent and in compliance with all requirements of California law, as to, and  
27 in the best interest of, each of the Parties and the members of the Class, and directs the Parties and their  
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1 counsel to implement and consummate the Settlement Agreement in accordance with its terms and  
2 provisions. The relief with respect to the Class is appropriate, as to the individual members of the Class  
3 and as a whole.

4 3. The Court finds that the notice program implemented pursuant to the Settlement  
5 Agreement, including the procedures approved by the Court's September 4, 2019 Order (i) constituted  
6 the best practicable notice, (ii) was reasonably calculated, under the circumstances, to apprise members  
7 of the Class of the pendency of the Litigation, their right to object or exclude themselves from the  
8 proposed Settlement, and to appear at the Final Approval Hearing, and their right to seek monetary and  
9 other relief, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons  
10 entitled to receive notice, and (iv) met all applicable requirements of due process and any other  
11 applicable requirements under California law.

12 4. Solely for the purposes of effectuating the Settlement, this Court has concluded that  
13 certification of the Class is appropriate and hereby certifies the Class defined below (and in the  
14 Settlement Agreement) and further concludes that this definition is sufficient for purposes of California  
15 Rules of Court 3.765(a) and 3.771 and that the Settlement Agreement is binding on all Class Members  
16 of the class set forth in the Settlement Agreement (and as defined as follows):

17 Settlement Class:

18 All persons employed by Defendants Punch Bowl SanDiego, LLC, Punch Bowl Rancho  
19 Cucamonga, LLC, Punch Bowl Sacramento, LLC, and/or PBS Brand Co., LLC, in  
20 California as a non-exempt employee from October 23, 2014 through July 4, 2019. (The  
"Settlement Class")

21 5. The Court finds that Plaintiffs and Class Counsel adequately represented the Class for  
22 the purpose of entering into and implementing the Settlement.

23 6. The Court finds that no objections were submitted to the Settlement.

24 7. The Court finds that the class member, Britney Herrock timely submitted an opt-out from the  
25 Settlement and, consequently, will not be a subject to the terms of the Settlement Agreement reached in the instant  
26 matter.

27 8. The Court adjudges that upon the Effective Date Plaintiffs and the participating Class  
28 Members have fully, finally, and conclusively compromised, settled, discharged, dismissed, and

1 released any and all Released Claims as provided in the Settlement Agreement. Nothing in this Final  
2 Order nor any aspect of this Settlement is to be offered as evidence of, or construed or deemed as an  
3 admission of, liability, culpability, negligence, or wrongdoing on the party of any Defendants or their  
4 employees, agents or any related entity. Without limiting the generality of the foregoing, nothing about  
5 this Final Order or the settlement shall be offered or construed as an admission or evidence of the  
6 propriety or feasibility of certifying a class in this lawsuit or any other action for adversarial, rather than  
7 settlement, purposes and nothing herein shall be offered or construed as an admission or evidence of  
8 impropriety or wrongdoing by Defendants.

9         9.       The Court approves the payment to Class Counsel of attorney's fees in the amount of  
10 \$332,500 collectively (\$166,250 to Gaines & Gaines APLC and \$166,250 to ShortLegal, APC) and  
11 reimbursement of litigation costs in the amount of \$12,000. The attorney's fees and litigation expenses  
12 shall be paid in accordance with the terms of the Settlement to a Qualified Settlement Fund as defined  
13 under Section 468B of the Internal Revenue Code. Counsel may choose to receive attorney's fees in  
14 periodic payments via a structured settlement. The Court authorizes the class administrator to execute  
15 documents and take such actions as may be necessary to effectuate any such structured settlement, at  
16 Plaintiffs' Counsel's expense. The Parties are to bear their own attorney's fees and costs except as  
17 otherwise provided in this paragraph pursuant to the settlement. The Court further approves payment  
18 of the individual service awards in amount of \$10,000 for the Class Representative Randy Kunsman and  
19 \$10,000 for the Class Representative Brianna Guiher, to be paid out of the Settlement Sum in recognition  
20 of their services on behalf of the Class in this Action which is in addition to their payments as  
21 participating claimants. The service awards shall be paid in accordance with the terms of the Settlement.

22         10.       The Court further approves payment as and for the PAGA recovery in the amount of  
23 \$10,000.00 of which 75% (\$7,500) shall be forwarded to the Labor and Workforce Development  
24 Agency, and of which the remaining 25% (\$2,500) shall be distributed to the Class Members as provided  
25 in the Settlement Agreement.

26         11.       The Court approves the payments to Participating Class Members according to the terms  
27 set forth in the Settlement and in accordance with the terms of the Settlement. Defendants shall be  
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1 responsible for paying the employer's share of payroll taxes on any amounts allocated as wages. Each  
2 Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any  
3 applicable taxes which may be owed on the portion of his or her Settlement Payment or Class  
4 Representative Service Award.

5 12. The Court approves the payment to Claim Administrator, Phoenix Class Action  
6 Administration Solutions in the amount of \$20,000.00 for its services associated with the administration  
7 of this Settlement.

8 13. Without affecting the finality of the Final Order for purposes of appeal, the Court reserves  
9 jurisdiction over the Parties as to all matters relating to the administration, consummation, enforcement,  
10 and interpretation of the terms of the Settlement Agreement and the Final Order and for any other  
11 necessary purposes.

12  
13 **IT IS SO ORDERED.**

14  
15 Dated: 1/6/20

  
16 HON. James LaPorte  
17 JUDGE OF THE SUPERIOR COURT  
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