#### CIV-130

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
_Kevin E. Gaut (SBN 117352)	
Mitchell Silberberg & Knupp LLP	
2049 Century Park East, 18th Floor	
Los Angeles, CA 90067	
TELEPHONE NO.: (310) 312-2000 FAX NO. (Optional): (310) 312-3100	
E-MAIL ADDRESS (Optional): keg@msk.com	
ATTORNEY FOR (Name): Defendant Anheuser-Busch, LLC	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles	
STREET ADDRESS: 312 N Spring Street	
MAILING ADDRESS: 312 N Spring Street	
CITY AND ZIP CODE: Los Angeles, CA 90012	
BRANCH NAME: Spring Street Courthouse	
PLAINTIFF/PETITIONER: DAVID HASLER	
DEFENDANT/RESPONDENT: ANHEUSER-BUSCH, LLC	
NOTICE OF ENTRY OF JUDGMENT OR ORDER	CASE NUMBER: 19STCV00802
(Check one): INLIMITED CASE (Amount demanded exceeded \$25,000) LIMITED CASE (Amount demanded was \$25,000 or less)	

### TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): April 26, 2021

2. A copy of the judgment, decree, or order is attached to this notice.

Date: May 4, 2021

Kevin E. Gaut

(TYPE OR PRINT NAME OF

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ATTORNEY PARTY WITHOUT ATTORNEY)

Kein Shot

(SIGNATURE)

Page 1 of 2



**CIV-130** 

PLAINTIFF/PETITIONER: KWANE GATLIN

CASE NUMBER: RG19015524

DEFENDANT/RESPONDENT: ANHEUSER-BUSCH, LLC et al.

# PROOF OF SERVICE BY FIRST-CLASS MAIL NOTICE OF ENTRY OF JUDGMENT OR ORDER

# (NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

- I am at least 18 years old and not a party to this action. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*): 2049 Century Park East, 18th Floor, Los Angeles, CA 90067
- 2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):* 
  - a. deposited the sealed envelope with the United States Postal Service.
  - b. A placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
- 3. The Notice of Entry of Judgment or Order was mailed and served through Case Anywhere:
  - a. on (date): May 4, 2021
  - b. from (city and state): Los Angeles, California
- 4. The envelope was addressed and mailed as follows:
  - a. Name of person served: Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, Andrew Rowbotham

HAINES LAW GROUP, APC 2155 Campus Drive, Suite 180 El Segundo, CA 90245

E-mails: Paul Haines, Esq. (phaines@haineslawgroup.com) Matt Moen, Esq. (mmoen@haineslawgroup.com) Andrew Rowbotham, Esq. (arowbotham@haineslawgroup.com) Fletcher Schmidt, Esq. (fschmidt@haineslawgroup.com)

Names and addresses of additional persons served are attached. (You may use form POS-030(P).)

5. Number of pages attached 4.

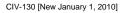
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 4, 2021

Jennifer Gaines

(TYPE OR PRINT NAME OF DECLARANT)

SIGNATURE OF DECLARANT)





Final Judgment Entered April 26, 2021

	E-Served: Apr 26 2021 10:07AM PDT Via Case Anywhere		
1 2 3 4 5 6 7 8 9	HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Matthew K. Moen (SBN 305956) mmoen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 Attorneys for Plaintiffs	FILED Superior Court of California County of Los Angeles APR 26 2021 Sherri R. carter, Executive Officer/Clerk By	
10			
11	SUPERIOR COURT OF THE STATE OF CALIFORNIA		
12	FOR THE COUNTY OF LOS ANGELES		
13	DAVID HASLER and SUE HASLER, as	Case No. 19STCV00802	
14	individuals and on behalf of all others similarly situated,	[Assigned for all purposes to the Hon. Daniel	
15	Plaintiffs,	J. Buckley, Dept. SSC-1] [PROPOSED] FINAL JUDGMENT	
16	VS.	Date: April 26, 2021	
17 18	ANHEUSER-BUSCH, LLC, a Missouri Limited Liability Company; and DOES 1 through 10,	Time: 10:30 a.m. Dept.: SSC-1	
19	Defendants.	Action Filed: January 7, 2019 Trial Date: None Set	
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	(PROPOSED) FINAL JUDGMENT		

## [PROPOSED] JUDGMENT

Having read and considered Plaintiffs David Hasler and Sue Hasler's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representatives Enhancement Payments, the Stipulation of Settlement ("Settlement Agreement" or "Settlement"), and all other documents and evidence presented in support thereof, the Court HEREBY ORDERS THE FOLLOWING:

1. Final judgment in this matter is hereby entered in conformity with the Settlement, this Court's Order Granting Preliminary Approval of Class Action Settlement, and this Court's Order Granting Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representatives Enhancement Payments (the "Final Approval Order").

2. Capitalized terms used in this Judgment are as defined in the Stipulation of Settlement.

3. The Settlement Class is defined as: "all current and former non-exempt employees who worked for Defendant Anheuser-Busch, LLC at its Van Nuys or Fairfield brewery locations and were covered by any Collective Bargaining Agreement at any time between April 4, 2018 to May 28, 2020 (the "Class Period")." The class includes any heirs, successors or assigns of such individuals."

4. There were zero (0) valid Requests for Exclusion to the Settlement in response to the Class Notice. As such, no Settlement Class members requested exclusion from the Settlement.

5. As of the date that this Judgment becomes final, all participating Settlement Class members, by virtue of this Judgment, shall fully release (a) Defendant Anheuser-Busch, LLC and each and all past or present partners, parents, subsidiaries, or affiliates of Defendant (regardless whether such partners, parents, subsidiaries, or affiliates are corporations, partnerships, limited partnerships, limited liability companies, trusts, or other forms of entity or organization); (b) each and all of the predecessor or successor entities or organizations of any of those identified in subparagraph (a); (c) any other individuals, entities or organizations of any kind, including but not limited to any payroll companies, which have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer, integrated enterprise, or any other theory)

# [PROPOSED] FINAL JUDGMENT

for any Released Claims (as defined below) asserted in the Action or that could have been asserted based on the facts alleged in the Action; and (d) all past and present directors, officers, representatives, insurers, agents, shareholders, partners, members, lawyers, and employees of any of the individuals or entities identified in subparagraphs (a), (b), or (c) (collectively, the "Released Parties"), from any and all claims demands, rights, liabilities, and causes of action that were pled in the Action or that could have been pled in the Action based on the factual allegations made in the action, and including without limitation statutory, constitutional, contractual or common law claims, whether known or unknown, and including but not limited to any common law, federal law, California wage order, and federal or California statutory claims for failure to pay minimum wages; for failure to pay for all hours worked; for failure to provide compliant wage statements; for failure to comply with California Business and Professions Code section 17200; for failure to pay final wages or waiting time penalties; and for claims under the Private Attorney General Act, arising from the claims outlined above (the "Released Claims"). This release is limited to claims arising in whole or in part during the Class Period and shall be effective as of Defendant's funding of the Maximum Settlement Amount to the Settlement Administrator.

6. The Released Claims include any claim of the kind described in Paragraph 5 above whether or not any Settlement Class member has directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity, whether by operation of law or otherwise, any portion of any Released Claims.

7. All Settlement Class members not listed by name in Paragraph 4, above, shall be bound by all of the releases and other terms of the Settlement and this Judgment, whether or not they actually receive or cash their checks for under the Settlement, and shall not be permitted to seek any further payment or any personal relief of any kind, including any payment for damages, wages, compensation, fees, costs, penalties, or interest, other than their respective Settlement payments, on account of the Released Claims.

8. Each Settlement Class member not listed by name in Paragraph 4, above, shall not hereafter, individually or as a representative member of a class, file any civil action, lawsuit,

**∂**23  grievance, demand for arbitration, charge, claim, and/or administrative complaint against Defendant or any of the Released Parties, based upon any Released Claims.

9. The Settlement is not an admission by Defendant or any Released Party, nor is this Judgment a finding of the validity of any wrongdoing by Defendant or any Released Party. Neither the Settlement Agreement, nor any document referenced therein, nor any action taken to carry out the Settlement Agreement, will be (a) construed as or used as an admission of liability or an admission that any of Defendant's defenses in the Action are without merit, or (b) disclosed, referred to, or offered in evidence against Defendant or any proceeding, except for purposes of effectuating the Settlement. However, the Settlement may be admitted in evidence and otherwise used in any proceeding to enforce its terms, or in defense of any claims released or barred by the Settlement or this Judgment.

10. The Parties shall bear all their own costs and attorneys' fees, except as otherwise set forth in the Stipulation of Settlement, this Court's Order Granting Plaintiffs' Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representatives Enhancement Payments, or this Judgment.

11. Notice of Entry of this Judgment may be served on the Settlement Class through service upon Class Counsel and posting on the Settlement Administrator's website.

12. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

**IT IS SO ORDERED.** 

Dated: /m/ <u>26</u>,2021

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Hon. Daniel J. Byckley Judge of the Superior Court

# [PROPOSED] FINAL JUDGMENT

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