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FILED
Superior Court of California
County of San Francisco

APR 22 2025

CLERK OF THE SUPERIOR COURT
By Victor De Pomello Deputy

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

10 MISAEL ROSAS FRAGA, individually, and on
behalf of all others similarly situated,

11 Plaintiff,

12 vs.

13 ANCHOR BREWING COMPANY, LLC, a
14 limited liability company; and DOES 1 through
10, inclusive,

15 Defendants.

Case No.: CGC-22-601929

*Assigned for All Purposes to the Honorable
Rochelle East, Dept 301*

JCM
**[PROPOSED] JUDGMENT GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

*[Filed with the Plaintiff's Notice of Motion,
Motion for Final Approval, Declaration of
Kane Moon, and Declaration of Misael
Rosas Fraga]*

FINAL APPROVAL HEARING

Date: March 12, 2025

Time: 9:30 a.m.

Dept: 301

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**[PROPOSED] JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**
CVA

1 The Court has before it the unopposed Motion for Final Approval of Class and PAGA
2 Action Settlement ("Motion") of Plaintiff Misael Rosas Fraga ("Plaintiff"). This Court issued an
3 Order Granting Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement on
4 October 29, 2024. Plaintiff now seeks an Order and Judgment Granting Final Approval of the same
5 Class Action and PAGA Action Settlement ("Settlement") between Plaintiff and Defendant Anchor
6 Brewing Company, LLC, ("Defendant"), attached to the Declaration of Kane Moon in Support of
7 Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement as Exhibit 1.

8 Having reviewed the Motion, the supporting Declaration of Kane Moon and Exhibits therein
9 ("Moon Decl."), the supporting Declaration of Plaintiff Misael Rosas Fraga ("Fraga Decl."), the
10 Joint Stipulation re: Class Action and PAGA Settlement ("Settlement"), the records and files in
11 the action, the absence of any written objections or requests for exclusion from the Settlement,
12 and good cause appearing,

13 **THE COURT HEREBY ORDERS AS FOLLOWS:**

14 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as
15 set forth in the Settlement.

16 1. The Court has jurisdiction over all claims asserted in the action, Plaintiff, all
17 Settlement Class Members, all PAGA Employees, and Defendant.

18 2. The Settlement appears to have been made and entered into in good faith and
19 hereby approves the Settlement, subject to any limitations on the requested fees and
20 enhancements as set forth below.

21 3. For purposes of effectuating the Settlement, the following Class is hereby
22 certified: all persons employed by Defendant in California and classified as non-exempt, hourly-
23 paid employees during the period from September 22, 2018, through September 6, 2024.
24 (Settlement, ¶ 1.5, 1.12.).

25 4. For purposes of effectuating the Settlement, the following Aggrieved Employees
26 are hereby certified: all persons employed by Defendant in California and classified as a non-
27 exempt, hourly-paid employees during the period from September 22, 2021, through September
28 6, 2024. (Settlement, ¶¶ 1.4, 1.30).

1 5. The Parties shall bear their own respective attorney's fees and costs, except as
2 otherwise provided for in the Settlement and approved by the Court.

3 6. No Class Members have objected to the terms of the Settlement thus far. No Class
4 Members have requested exclusion from the Settlement thus far. No Class Members have disputed
5 the number of Workweeks thus far.

6 7. Plaintiff, all Settlement Class Members, and all Aggrieved Employees shall have,
7 by operation of this Final Order and Judgment, fully, finally and forever released, relinquished,
8 and discharged all Released Parties from all Released Class Claims and Released PAGA Claims
9 upon Defendant's payment of all sums due pursuant to the Settlement, and except as to such
10 rights or claims as may be created by the Settlement, as stated in the Settlement and reproduced
11 here:

12 a. "Released Parties" means: Defendant and Assignee, as well as each of their
13 respective former, present, and future owners, parents, subsidiaries, and affiliates,
14 and all of their current, former, and future officers, directors, members, employees,
15 consultants, partners, shareholders, joint venturers, agents, predecessors,
16 successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

17 b. "Release by Participating Class Members" means: All Participating Class Members,
18 on behalf of themselves and their respective former and present representatives,
19 agents, attorneys, heirs, administrators, successors, and assigns, release Released
20 Parties from all claims that were alleged, or reasonably could have been alleged,
21 based on the Class Period facts stated in the Operative Complaint including, e.g.,
22 any and all claims involving: (1) any alleged failure to pay minimum wage; (2) any
23 alleged failure to pay overtime wages; (3) any alleged failure to provide compliant
24 meal periods, or compensation in lieu thereof; (4) any alleged failure to provide
25 compliant rest breaks, or compensation in lieu thereof; (5) any alleged failure to
26 indemnify/reimburse necessary business expenses; (6) any alleged failure to pay
27 wages due upon separation; (7) any alleged failure to provide compliant accurate
28 itemized wage statements; and (8) any alleged unlawful, unfair, or fraudulent

1 business actions or practices under Business and Professions Code §§ 17200, et seq.
2 arising out of the Labor Code and Industrial Welfare Commission ("IWC") Wage
3 Order violations referenced in the Operative Complaint. Except as set forth in
4 Section 5.3 of this Agreement, Participating Class Members do not release any other
5 claims, including claims for vested benefits, wrongful termination, violation of the
6 Fair Employment and Housing Act, unemployment insurance, disability, social
7 security, workers' compensation, or claims based on facts occurring outside the
8 Class Period.

9 c. "Release by Aggrieved Employees" means: All Aggrieved Employees are deemed
10 to release, on behalf of themselves and their respective former and present
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
12 Released Parties from all claims for PAGA penalties that were alleged, or
13 reasonably could have been alleged, based on the PAGA period facts state in the
14 Operative Complaint and the PAGA Notices, including, e.g., any and all claims for
15 PAGA penalties pursuant to Labor Code sections 203, 210, 226.3, 558, 1174.5,
16 1197.1, and 2699 in connection with any and all allegations of Labor Code and/or
17 IWC Wage Order violations involving: (1) any alleged failure to pay minimum
18 wage; (2) any alleged failure to pay overtime wages; (3) any alleged failure to
19 provide compliant meal periods, or compensation in-lieu thereof; (4) any alleged
20 failure to provide compliant rest breaks, or compensation in lieu thereof; (5) any
21 alleged failure to indemnify/reimburse necessary business expense; (6) any alleged
22 failure to pay wages due upon separation; and (7) any alleged failure to provide
23 compliant accurate itemized wage statements.

24 d. "Scope of Plaintiff's Release" means: Plaintiff and his respective former and present
25 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
26 assigns generally, release and discharge Released Parties from all claims,
27 transactions, or occurrences, including, but not limited to: (a) all claims that were,
28 or reasonably could have been, alleged, based on the facts contained, in the

1 Operative Complaint and (b) all PAGA claims that were, or reasonably could have
2 been, alleged based on facts contained in the Operative Complaint, Plaintiff's
3 PAGA Notices, or ascertained during the Action and released under Paragraph 5.2
4 of the Settlement Agreement. Plaintiff's Release does not extend to any claims or
5 actions to enforce this Agreement, or to any claims for vested benefits,
6 unemployment benefits, disability benefits, social security benefits, or workers'
7 compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff
8 may discover facts or law different from, or in addition to, the facts or law that
9 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
10 Release shall be and remain effective in all respects, notwithstanding such different
11 or additional facts or Plaintiff's discovery of them.

- 12 e. "Plaintiff's Waiver of Rights Under California Civil Code § 1542" means: For
13 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
14 provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code,
15 which provides:

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

21 8. The Gross Settlement Amount, Net Settlement Amount, and methodology used
22 to calculate and pay the Settlement Class Payments and PAGA Settlement Payments are fair
23 and reasonable. The Settlement Administrator is authorized to pay the Settlement Class
24 Payments and PAGA Settlement Payments to the Settlement Class Members and PAGA
25 Employees in accordance with the terms of the Settlement.

26 9. Assignee shall pay the total of \$255,000.00 to resolve this litigation. Assignee
27 shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay
28 Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days

1 after the Effective Date. (Settlement, ¶¶ 3.1, 4.3). Within 7 days after Assignee funds the Gross
2 Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all
3 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
4 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
5 the Class Representative Service Payment.

6 10. From the Gross Settlement Amount, Assignee shall pay 75% (or a total of
7 \$15,000.00) of the penalties awarded under the terms of the Settlement pursuant to the Labor
8 Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*, and
9 25% (or a total of \$5,000.00) to individual PAGA Employees. (Settlement, ¶ 1.33).

10 11. The Court hereby confirms the appointment of Plaintiff Misael Rosas Fraga as
11 the Class Representative for this matter. From the Gross Settlement Amount, Plaintiff is
12 awarded \$7,500.00 for his service as a class representative and for his agreement to release
13 claims. (Settlement, ¶ 3.2.1).

14 12. The Court hereby confirms Kane Moon and Enzo Nabiev of Moon Law Group,
15 PC, as Class Counsel. The Court finds that the Class Counsel fees are reasonable in light of the
16 benefit provided to the Class. From the Gross Settlement Amount, Class Counsel is awarded
17 \$85,000.00 for their reasonable attorney's fees. (Settlement, ¶ 3.2.2). Class Counsel is further
18 awarded up to \$13,257.25 for their reasonable litigation costs incurred in the action. (Settlement,
19 ¶ 3.2.2.; Moon Decl., ¶¶ 12, 35, Exhibit 4).

20 13. The Court approves Settlement Administration Costs in the amount of \$6,550.00
21 to ILYM Group, Inc. Moon Decl., ¶¶ 13, 17, Exhibit 5).

22 14. The Notice provided to the Class conforms with the requirements of *California*
23 *Rules of Court* 3.766 and 3.769, and constitutes the best notice practicable under the
24 circumstances, by providing individual notice to all Class Members who could be identified
25 through reasonable effort, as well as due and adequate notice of the proceedings and of the
26 matters set forth therein to the Class Members. The Notice fully satisfies the requirements of
27 Due Process.

28 15. The Parties are ordered to have notice of this Final Order and Judgment sent to

1 all Settlement Class Members and PAGA Employees in accordance with *California Rules of*
2 *Court* 3.771 (b), along with Settlement Class Payments and PAGA Settlement Payments issued
3 via First Class U.S. mail to their last known addresses and to the LWDA, pursuant to Labor
4 Code § 2699(1)(3).

5 16. The Court shall retain jurisdiction with respect to all matters related to the
6 administration and consummation of the Settlement, and any and all claims asserted in, arising
7 out of, or related to the subject matter of the lawsuit, including, but not limited to, all matters
8 related to the Settlement and the determination of all controversies relating thereto.

9 17. This Judgment is intended to be a final disposition of the above-captioned action
10 in its entirety and is immediately appealable.

11 18. Plaintiff's Motion is hereby granted, and the Court directs that Judgment shall be
12 entered in accordance with the terms of this Order. The Court sets a Non-Appearance Hearing
13 (Case Review) Re: Distribution on September 12, 2025, at 9:00 am in Department 301. Class CVR
14 Counsel is ordered to file a final report and declaration regarding distribution no later than
15 September 5, 2025

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17 **IT IS SO ORDERED.**

18 DATE: 4/22/2025

19 
20 Honorable Judge of the San Francisco County
21 Superior Court

22 **CHRISTINE VAN AKEN**
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