

**FILED**  
San Francisco County Superior Court

MAY 03 2022

CLERK OF THE COURT  
BY: [Signature]  
Deputy Clerk

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William P. Klein State Bar No. 148867  
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5 Attorneys for Plaintiff  
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7  
8 **SUPERIOR COURT OF CALIFORNIA**  
9 **CITY AND COUNTY OF SAN FRANCISCO**  
10 **UNLIMITED JURISDICTION**

11  
12 THOMAS CORCORAN,  
13 INDIVIDUALLY, AND ON BEHALF OF  
ALL AGGRIEVED EMPLOYEES,

14 PLAINTIFF,

15 VS.

16 HERRINGBONE TAVERN, INC.,  
17 DEFENDANT.

CASE NO.: CGC-18-570576

(by)  
[PROPOSED] JUDGMENT

CLASS ACTION

Date: May 3, 2022  
Time: 9:30 am  
Courtroom: 302

Complaint Filed: October 15, 2018  
FAC Filed: October 20, 2020

Trial Date: None set

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24 Pursuant to the Court's Order granting the Joint Motion for Final Approval of the Class  
25 Action Settlement with Defendant Herringbone Tavern, Inc. ("Final Approval Order"), the Court  
26 hereby ORDERS that final judgment in this matter is entered in accordance with the Final  
27 Approval Order. The Final Approval Order and the Class Settlement are incorporated into this  
28 Final Judgment and are attached to this Order as Exhibit "1."

[PROPOSED] JUDGMENT

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The Court retains jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rule of Court, rule 3.769(h), California Code of Civil Procedure Section 664.6, and the Settlement Agreement.

The Class Representative and each Settlement Class member who have not properly excluded themselves shall take nothing from their complaint in this action, except as set forth in the Final Approval Order and Class Settlement, incorporated into this judgment as Exhibit 1.

Pursuant to Code of Civil Procedure section 577, this document shall constitute a judgment against Defendant Herringbone Tavern, Inc. for the purposes of California Rules of Court, Rule 3.769(h).

JUDGMENT IS HEREBY ENTERED.

Dated: 5/3/22

By: RM

The Honorable Richard B. Ulmer Jr.  
Judge of the San Francisco Superior Court

**EXHIBIT "1"**

MAY 03 2022

COURT  
BY: [Signature]  
Deputy Clerk

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15 THOMAS CORCORAN,  
16 INDIVIDUALLY, AND ON BEHALF OF  
17 ALL AGGRIEVED EMPLOYEES,

18 PLAINTIFF,

19 VS.

20 HERRINGBONE TAVERN, INC.,  
21 DEFENDANT.

CASE NO.: CGC-18-570576

22 ~~[PROPOSED]~~ ORDER GRANTING  
23 JOINT MOTION FOR FINAL  
24 APPROVAL OF CLASS ACTION  
25 SETTLEMENT]

CLASS ACTION

26 Date: May 3, 2022  
27 Time: 9:30 am  
28 Courtroom: 302

Complaint Filed: October 15, 2018  
FAC Filed: October 20, 2020

Trial Date: None set

29 The unopposed Joint Motion for Final Approval of the Class Action Settlement is Granted.  
30 Having reviewed and considered the Parties' Joint Stipulation of Class Settlement and Release  
31 ("Settlement Agreement"), the papers filed in connection with the motion and the argument, set

32 ~~[PROPOSED]~~ ORDER GRANTING JOINT MOTION FOR FINAL  
33 APPROVAL OF CLASS ACTION SETTLEMENT

1 for hearing on May 3, 2022, and good cause appearing,

2 **IT IS HEREBY ORDERED THAT:**

3 1. Plaintiff's motion for final approval of class settlement is **GRANTED**. Of the 155 putative  
4 class members to whom notices were mailed none objected nor opted out. Six notices were  
5 undeliverable.

6 2. This Order and Judgment incorporates by reference the definitions in the Settlement  
7 Agreement and all terms defined in the Settlement Agreement have the same meaning in this  
8 Order.

9 3. Adequate notices have been given to Class Members pursuant to the Court's September  
10 15, 2021, Order granting Preliminary Approval of Class Action Settlement.

11 4. The Notice of Class Action Settlement fully and accurately informed Class Members of all  
12 material elements of the Settlement Agreement and of their opportunity to opt out or object; and  
13 meets the requirements of due process.

14 5. Class Members were given a full opportunity to participate in the Final Approval Hearing,  
15 and all Class Members and other persons wishing to be heard have been heard. Accordingly, the  
16 Court determines that all Class Members who did not timely and properly opt out of the settlement  
17 are bound by this Order and Judgment.

18 6. The Court has considered all relevant factors for determining the fairness of the settlement  
19 and has concluded that all such factors weigh in favor of granting final approval.

20 7. The Court approves the Settlement Agreement as fair, reasonable, and adequate, and to  
21 have been the product of serious, informed, and extensive arm's-length negotiations. In making  
22 this finding, the Court considers the nature of the claims, the relative strength of Plaintiff's claims,  
23 the amounts and kinds of benefits paid in settlement, the allocation of settlement proceeds, and the  
24 fact that a settlement represents a compromise of the Parties' respective positions rather than the  
25 result of a finding of liability at trial.

26 8. For purposes of this Settlement Agreement, the Class is defined as:

27 *"all current and former hourly non-exempt employees of Defendant Herringbone*  
28 *Tavern, Inc. who are or have been employed by Defendant at any time during the period*  
*from November 1, 2017 to the date of the Preliminary Hearing ("Class Period"), who*



1 funds, including funds from uncashed settlement checks will be paid out in accordance with  
2 California Code of Civil Procedure section 384(b) to the Wage Claim Clinic of Legal Aid at Work  
3 located in San Francisco, California as the *cy pres* beneficiary.

4 17. Plaintiff's counsel shall file a final report with the Court within one year after entry of  
5 judgment reporting the final distribution of all settlement funds.

6 18. The Parties are ordered to comply with the terms of the Settlement Agreement.

7 19. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of the date  
8 of this Order.

9 20. The Settlement is not a concession or admission and shall not be used as an admission of  
10 any fault.

11 21. Notice of the Judgment shall be given to the Class by posting this Order and Judgment on  
12 Settlement Administrator's website for a period of 180 days from the date the judgment is entered.

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14 **IT IS SO ORDERED.**

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16 Dated: 5/3/22

17 By:           
18 The Honorable Richard B. Ulmer, Jr.  
19 Judge of the San Francisco Superior Court  
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