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FILED
Clerk of the Superior Court

Jan. 21 2022

By: A. Taylor, Deputy

~~ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego~~

~~10/22/2021 at 11:40:18 AM
Clerk of the Superior Court
By Kristin Sorianosos, Deputy Clerk~~

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

640 Tenth LP dba Cowboy Star Restaurant and
Butcher Shop, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

COUNTY OF SAN DIEGO; DEPARTMENT
OF ENVIRONMENTAL HEALTH; and
CALIFORNIA DEPARTMENT OF
ALCOHOLIC BEVERAGE CONTROL;
DOES 1 THROUGH 10, inclusive,

Defendants.

Case No. 37-2021-00001129-CU-MC-CTL

Assigned for All Purposes to:
Judge Joel R. Wohlfeil
Dept. C-73

CLASS ACTION

~~PROPOSED~~ FINAL ORDER AND
JUDGMENT

[IMAGED FILE]

Complaint Filed: January 11, 2021
Trial Date: Not Yet Set

1 This matter came on for hearing on 1-21-22. The Court has considered the
2 Settlement Agreement, the submissions of the Parties, the record in the Action, the evidence
3 presented, and the arguments presented by counsel. Good cause appearing,

4 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS: *

5 1. The Court, for purposes of this Final Order and Judgment (“Judgment”), adopts and
6 incorporates the terms and conditions set forth in the Settlement Agreement executed by the Parties
7 on July 7 and 9, 2021, and filed in this Court on July 9, 2021. Throughout this Judgment, the
8 capitalized words are given the same meaning ascribed in the Settlement Agreement.

9 2. The Parties to this Settlement Agreement are Plaintiff 640 Tenth LP dba Cowboy
10 Star Restaurant and Butcher Shop, individually, and on behalf of all others similarly situated, and
11 Defendants County of San Diego and Department of Environmental Health (the “County
12 Defendants”). This Court has jurisdiction over the subject matter of this litigation and over all Parties
13 to the Action and members of the Class who did not timely exclude themselves from the Class.

14 3. The Court finds that certification of the Class for settlement purposes as conditionally
15 ordered in the Preliminary Approval Order is appropriate. The Class for settlement purposes means
16 all restaurants and limited food preparation facilities in the County of San Diego that paid or were
17 required to pay annual permit fees to the County Defendants from March 16, 2020, through June
18 15, 2021, and who did not submit a valid request to be excluded from the Class. Because there were
19 no requests for exclusion, all Class Members are bound by this Judgment and the terms of the
20 Settlement Agreement.

21 4. The Court finds that the Class Notice and the Notice Program implemented pursuant
22 to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable
23 under the circumstances to all persons within the definition of the Class and fully complied with the
24 due process requirement under all applicable statutes and laws and with the California Rules of
25 Court.

26 5. The Court hereby adopts and approves the Settlement Agreement, and finds that it is
27 *in all respects fair, reasonable, adequate, just and in compliance with all applicable requirements of*
28 *the California Code of Civil Procedure (“C.C.P.”) and the California Civil Code (“Cal. Civ. Code”),*

1 the United States Constitution (including the Due Process Clause), and all other applicable law, and
2 in the best interests of the Parties and the Class. No Class Member objected to the Settlement
3 Agreement. Accordingly, the Court directs the Parties and their counsel to implement and
4 consummate this Settlement in accordance with the terms and conditions of the Settlement
5 Agreement.

6 6. Plaintiff and each Class Member shall be deemed to have, and by operation of the
7 Judgment shall have, fully final and forever released, relinquished and discharged all Released
8 Claims against the Released Parties. As of the Effective Date, Plaintiff and each Class Member shall
9 be deemed to finally, fully, and forever release the Released Claims against the Released Parties
10 that exist, hereafter may exist, or might have existed, in accordance with the Settlement Agreement.

11 7. Class Counsel have applied for an award of attorneys' fees and out-of-pocket
12 litigation expenses in the total amount of \$446,435.75 to be paid by the County Defendants in
13 accordance with the terms set forth in the Settlement Agreement. The Court finds that these
14 attorneys' fees and expenses are reasonable and were reasonably incurred in the course of the
15 litigation. Class Counsel are entitled to payment of these fees and expenses in the manner set forth
16 in the Stipulation. Class Counsel will distribute the awarded attorneys' fees and expenses between
17 the two law firms of record that represent Plaintiff in this Action. Class Counsel have also applied
18 for the payment of a service award for Class Representative 640 Tenth LP in the amount of \$500.00.
19 The Court finds this service award reasonable.

20 8. Without affecting the finality of this Judgment in any way, this Court hereby retains
21 continuing jurisdiction over the administration, consummation, enforcement, and interpretation of
22 the Settlement Agreement, this Judgment, and for any other necessary purpose, pursuant to C.C.P.
23 § 664.6 or otherwise.

24 9. The Settlement Agreement and this Judgment are not admissions of liability or fault
25 by the County Defendants or the Released Parties, or a finding of the validity of any claims in the
26 Action of any wrongdoing or violation of law by the County Defendants or Released Parties. Neither
27 *this Judgment, nor any of its terms or provisions, nor any of the negotiations or proceedings*
28 *connected with it, shall be offered as evidence or received in evidence in any pending or future civil,*

1 criminal, or administrative action or proceeding to establish any liability of, or admission by the
2 County Defendants, the Released Parties, or any of them. Notwithstanding the foregoing, nothing
3 in this Judgment shall be interpreted to prohibit the use of this Judgment in a proceeding to
4 consummate or enforce the Settlement Agreement or Judgment, or to defend against the assertion
5 of the Released Claims in any other proceeding, or as otherwise required by law.

6 10. The Clerk of the Court is hereby ordered to enter this Judgment forthwith.

7 Final Judgment is hereby entered on this 27th day of JANUARY, 2022.

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9 Dated:

10 1-21-22

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By: 

HONORABLE JOEL R. WOLFEL
JUDGE OF THE SUPERIOR COURT