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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

FEB 26 2016

BY *Erin Mueller*  
ERIN MUELLER, DEPUTY

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

JENNIFER FROEHLICH, on behalf of  
herself, the General Public, and all others  
similarly situated,

Plaintiff,

v.

BLACK ANGUS STEAKHOUSES, LLC;  
and DOES 1 through 20,

Defendant.

Case No.: CIVDS1504360  
CLASS ACTION  
Assigned To: Hon. John M. Pacheco  
Dept.: S31

**[PROPOSED] JUDGMENT AND  
FINAL APPROVAL ORDER**

Date: March 11, 2016  
Time: 8:30 a.m.  
Dept.: S31

On March 11, 2016, this Court heard Plaintiff's unopposed request for final approval of class action settlement, pursuant to California Rules of Court, Rule 3.769. No objections were filed or presented to the Court. Based on this review and the findings below, the Court found good cause to GRANT the application for final approval of the class action settlement and enter Judgment accordingly.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

1. For purposes of this Judgment and Final Approval Order granting final approval of the class action settlement, the Court adopts all defined terms as set forth in the Settlement Agreement, incorporated by reference herein.
2. The Court has jurisdiction over the subject matter of the Action, and over all parties to the Action, including all Class Members.

1           3.       The Court approves the settlement of the litigation set forth in the Settlement  
2 Agreement as being fair, just, reasonable and adequate to the Class Members and is  
3 independently satisfied based upon the evidence that the consideration being received for the  
4 release of the class members' claims is reasonable in light of the strengths and weaknesses of the  
5 claims and the risks of the particular litigation and that the settlement was not collusive.

6           4.       For purposes of this Judgment and Order, and consistent with the Settlement  
7 Agreement, the Class shall consist of and shall be defined as follows:

8           **All consumers in California who (1) possess a Black Angus gift card which has**  
9           **a balance of less than \$10.00, or (2) possessed such a gift card from March 27,**  
10           **2011 through January 8, 2016, and were informed by a Black Angus employee**  
11           **in California that it could not be redeemed for cash.**

12           5.       The Court finds that the requirements of California Code of Civil Procedure  
13 Section 382 and Civil Code Section 1781 have been satisfied and that named Plaintiff and Class  
14 Counsel fairly and adequately represent the Class Members and satisfy the requirements to be  
15 representatives of and counsel to the Class Members.

16           6.       The Notice provided to the Settlement Class pursuant to the Order Granting  
17 Preliminary Approval of Class Action Settlement constitutes full and adequate notice and is in  
18 full compliance with the requirements of California law and due process of law.

19           7.       The settlement shall be implemented and consummated in accordance with the  
20 definitions and terms of the Settlement Agreement.

21           8.       In accordance with the terms of the Preliminary Approval Order and the  
22 Settlement Agreement, an incentive award of \$2,000.00 to be paid to the named Plaintiff is  
23 appropriate in recognition of the risk to Plaintiff as the Class representative in commencing the  
24 Action, both financial and otherwise; the amount of time and effort spent by Plaintiff as the Class  
25 representative; and for serving the interests of the Class. The incentive award shall be paid in  
26 accordance with the Settlement Agreement.

27           9.       In accordance with the terms of the Preliminary Approval Order and the  
28 Settlement Agreement, the reasonable and appropriate fees and costs to which Class Counsel is  
hereby held entitled shall be \$65,000.00. This fee and costs award is a fair and reasonable amount

DIVISION

1 to compensate Plaintiff, the Class, and Class Counsel for their attorneys' fees and costs expended.  
2 The Court finds that the time devoted to the matter by Class Counsel was reasonably necessary  
3 in the investigation and prosecution of this action, and approves the hourly rate of \$600.00 for  
4 Messrs. Fineman and Poliner. Fees and costs shall be paid in accordance with the Settlement  
5 Agreement.

6 10. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of  
7 the negotiations or proceedings connected with it shall be construed as an admission or  
8 concession by Defendant of the truth of any of the allegations in the Action, or of any liability,  
9 fault or wrongdoing of any kind.

10 11. Upon the Effective Date, the Class shall have, by operation of this Order, fully,  
11 finally, and forever released, relinquished, and discharged the Released Parties from the Released  
12 Claims.

13 12. Pursuant to the parties' request, as well as California Code of Civil Procedure  
14 section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court will retain jurisdiction  
15 over this action and the parties until final performance of the Settlement Agreement.

16  
17 **IT IS SO ORDERED.**

18  
19 Dated: 2/26/16

  
\_\_\_\_\_  
HON. JOHN M. PACHECO  
JUDGE OF THE SUPERIOR COURT

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1 **PROOF OF SERVICE**

2 I am employed in the County of Orange, State of California. I am over the age of 18 and  
3 not a party to the within action. My business mailing address is 155 North Riverview Dr.,  
4 Anaheim Hills, CA 92808. My electronic address is: Neil@FinemanPoliner.com.

5 On **March 7, 2016 at 12:40 p.m.** I served the foregoing document(s) described as:

6 **PLAINTIFF’S NOTICE OF ENTRY OF JUDGMENT**

7 on the parties in this action by placing \_\_\_\_\_ the original(s),  X  true copy thereof enclosed in  
8 a sealed envelope addressed as follows, or as otherwise described below:

9 Robert J. Herrington Attorneys for Defendant, BLACK ANGUS  
10 Matthew R. Gershman STEAKHOUSES, LLC  
11 Greenberg Traurig, LLP  
12 1840 Century Park East, Suite 1900  
Los Angeles, CA 90067  
Email: herringtonr@gtlaw.com  
Email: gershmanm@gtlaw.com

13 \_\_\_\_\_ **(BY MAIL)** I caused such envelope to be deposited in the mail at Anaheim Hills, California. The envelope  
14 was mailed with postage thereon fully prepaid. I am readily familiar with our firm's practice of collection and  
processing correspondence for mailing. Under that practice, it would be deposited with United States Postal Service  
on that same day with postage thereon fully prepaid at Anaheim Hills, California.

15 \_\_\_\_\_ **(OVERNIGHT COURIER)** I placed the above-referenced document(s) in an envelope for collection and  
16 delivery on this date in accordance with standard UPS or FedEx overnight delivery procedures.

17 \_\_\_\_\_ **(BY PERSONAL SERVICE)** I delivered, or had delivered by messenger, such envelope by hand to the  
office or residence of the addressee(s), or as stated above.

18 \_\_\_\_\_ **(BY PERSONAL SERVICE VIA FACSIMILE)** I caused such document(s) to be transmitted via  
facsimile to the above-named parties or addressee(s) then confirmed receipt of the fax.

19  X  **(BY ELECTRONIC SERVICE)** I or an electronic filing service provider transmitted via electronic  
20 transmission the document(s) or electronic notification of where the document(s) may be viewed and downloaded  
to the email address(es) listed above and the transmission was reported complete and without error.

21 I declare under penalty of perjury under the laws of the State of California that the above  
22 is true and correct. Executed on **March 7, 2016**.

23 \_\_\_\_\_  
24 Neil B. Fineman  
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