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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

| | | |
|--|---|---------------------------------------|
| ANGELIQUE COBB, on behalf of herself and all others similarly situated, |) | CASE NO. 08 CV 0805 W (AJB) |
| |) | |
| Plaintiff, |) | CLASS ACTION |
| |) | |
| v. |) | |
| |) | |
| GORDON BIERSCH BREWING COMPANY, INC., a California Corporation; |) | ORDER GRANTING AWARD OF |
| GB ACQUISITIONS, INC., a Tennessee |) | ATTORNEYS' FEES, COSTS, CLASS |
| Corporation; GB ACQUISITIONS, INC. dba |) | REPRESENTATIVE ENHANCEMENT, |
| GORDON BIERSCH BREWERY |) | AND CLAIMS ADMINISTRATION |
| RESTAURANT GROUP, INC.; and DOES 1 |) | EXPENSES AND TERMINATING CASE |
| through 125, Inclusive, |) | SUBJECT RETAINED JURISDICTION. |
| |) | |
| Defendants. |) | Date: October 23, 2009 |
| |) | Time: 9:30 a.m. |
| |) | Dept: Courtroom A |
| |) | |
| |) | Complaint filed: March 13, 2008 |
| |) | Trial Date: None Set |

1 This matter was heard by the Court on October 23, 2009 at 9:30 a.m., in Courtroom A of
2 the United States District Court for the Southern District before the Honorable Anthony J.
3 Battaglia, District Court Magistrate Judge, pursuant to the noticed Motion for Award of
4 Attorneys' Fees, Costs, Class Representative Enhancement, and Claims Administration
5 Expenses.

6 The Court having considered the documents filed by the Parties in connection with the
7 class action settlement, the oral arguments of counsel, as well as the comments and materials
8 received from Parties interested in the Settlement, finds as follows:

9 1. The Court finds that Class Counsel, having conferred a benefit on absent Class
10 Members and having expended efforts to secure a benefit to the Class, is entitled to a fee and
11 accordingly, the Court approves the application of Class Counsel, Law Office of Cohelan &
12 Khoury for \$131,250.00 for their attorneys' fees, and \$23,350.59 for their litigation expenses.

13 2. The Court approves a payment to the Class Representative, Plaintiff
14 ANGELIQUE COBB as an enhancement in the amount of \$5,000.00 for the initiation of this
15 action, work performed, and the risks undertaken as set forth in the moving papers.

16 3. The Court further approves payment of the fees and costs of
17 the appointed claims administrator, Rust Consulting, Inc., of \$45,500.00 for services rendered
18 and to be rendered in connection with the completion of its duties pursuant to the settlement.

19 4. Any separate appeal from the portion of the Judgment regarding the attorneys'
20 fees and litigation costs awards or the Class Representative enhancement award shall not operate
21 to terminate or cancel the Settlement Agreement and Joint Stipulation.

22 5. The Court further approves and directs Rust Consulting, Inc., within fifteen (15)
23 calendar days of the effective date of settlement¹, to disburse to those persons and entities

24 _____
25 ¹The effective date of settlement is defined as: the first day following the last of the following occurrences:

26 (a) The date or the time to appeal or seek permission to appeal or seek other judicial review of the
entry of a Final Judgment approving the Settlement has expired with no appeal or other judicial review having been
taken or sought; or

27 (b) If an appeal or other judicial review has been taken or sought, the date the Final Judgment is
28 finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review therefrom, or
the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent
appeal or other judicial review. (Settlement Agreement and Joint Stipulation, Section I, ¶17.)


1 referenced below, in the manner set forth, the following sums:

- 2 A. Class Representative Enhancement Award to Plaintiff Angelique Cobb,
3 \$5,000.00 by check mailed to Class Counsel Cohelan Khoury & Singer;
4 B. Attorneys' fees to the Law Office of Cohelan Khoury & Singer,
5 \$131,250.00, by wire transfer,
6 C. Litigation Expenses to Law Offices of Cohelan Khoury & Singer,
7 \$23,350.59 by wire transfer; ;
8 D. Rust Consulting, Inc., the Claims Administrator, the estimated sum of
9 \$45,500.00 for services rendered in connection with its duties and
10 responsibilities to process claims and to disburse payments, respond to
11 continuing inquiries from the class and the Parties in order to conclude its
12 duties and responsibilities pursuant to the settlement;
13 E. Individual Settlement Payment checks in accordance with the Settlement
14 Agreement and Joint Stipulation to those members of the Class who
15 submitted valid Claim Forms, which were approved for payment, by U.S.
16 First Class Mail.

17 8. The Court retains jurisdiction over the administration and effectuation of the
18 Settlement including, but not limited to, the ultimate disbursal to the participating Class
19 Members, payment of attorneys' fees and costs, the enhancement award to the Class
20 Representative and the claims administration expenses and other issues related to this
21 Settlement.

22 IT IS SO ORDERED.

24 DATED: October 23, 2009

25 
26 Hon. Anthony J. Battaglia
27 U.S. Magistrate Judge
28 United States District Court