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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

HARLEY SEEGER, individually; on behalf of) CASE NO. 37-2017-00016131-CU-MC-CTL
herself and all others similarly situated,)

Plaintiffs,)

vs.)

P.F. CHANG'S CHINA BISTRO, INC. a)
Delaware Corporation,; and DOES 1 through 20)
inclusive,)

Defendants.)

CLASS ACTION

**NOTICE OF ENTRY OF ORDER
GRANTING FINAL APPROVAL AND
JUDGMENT**

Judge: Hon. Katherine Bacal
Dept: C-69

TO ALL INTERESTED PARTIES AND ATTORNEYS:

NOTICE IS HEREBY GIVEN that on August 12, 2019, the Honorable Katherine Bacal entered an Order Granting Final Approval and Judgment in the above-entitled matter. A copy of said Order is attached hereto as Exhibit "A".

Dated: August 15, 2019

STONEBARGER LAW, APC

By: 

Gene J. Stonebarger
Attorneys for Plaintiff and the Class

Exhibit “A”

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
08/12/2019 at 12:04:00 PM
Clerk of the Superior Court
By Jessica Pascual, Deputy Clerk

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

HARLEY SEEGERT, individually, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

P.F. CHANG'S CHINA BISTRO, INC., a
Delaware Corporation; and DOES 1 through 20,
inclusive,

Defendant.

Case No: 37-2017-00016131-CU-MC-CTL

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

Dept.: C-69

Judge: Hon. Katherine Bacal

1 On August 2, 2019, this Court heard Harley Seegert's ("Plaintiff") unopposed motion for final
2 approval of the class action settlement. This Court reviewed (a) the motion and the supporting papers,
3 including, the Settlement Agreement and Release ("Agreement" or "Settlement"); and (b) counsels'
4 arguments. There were no objections to the settlement. Based on this review and the findings below, the
5 Court found good cause to grant the motion.

6 **FINDINGS:**

7 1. Unless otherwise specified, defined terms in Agreement have the same definition as used
8 in this Final Order and Judgment.

9 2. The Court finds the Settlement was entered into in good faith, that it is fair, reasonable
10 and adequate, and that it satisfies the standards and applicable requirements for final approval of this
11 class action settlement under California law, including the provisions of California Code of Civil
12 Procedure section 382 and California Rules of Court, Rule 3.769.

13 3. The Parties adequately performed their obligations under the Agreement.

14 4. Defendant P.F. Chang's China Bistro, Inc., provided notice to Class Members in
15 compliance with paragraph 4.1 of the Agreement, California Code of Civil Procedure section 382,
16 California Rules of Court, Rules 3.766 and 3.769, the California and United States Constitutions, and
17 any other applicable law. The notice: (a) fully and accurately informed Class Members about the lawsuit
18 and Settlement; (b) provided sufficient information so that Class Members were able to decide whether
19 to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed
20 Settlement; (c) provided procedures for Class Members to file written objections to the proposed
21 Settlement, to appear at the Fairness Hearing, and to state objections to the proposed Settlement; and (d)
22 provided the time, date and place of the final Fairness Hearing.

23 5. An award of \$330,000.00 in attorneys' fees and costs to Class Counsel is fair and
24 reasonable in light of the nature of this case, Class Counsel's experience and efforts in prosecuting this
25 Action, and the benefits obtained for the Class.

26 6. An incentive award to Plaintiff Harley Seegert in the amount of \$5,000.00 is fair and
27 reasonable in light of Plaintiff's risks (including financial, professional, and emotional) in commencing
28

1 this action as the class representative, the time and effort spent by Plaintiff in litigating this action as the
2 class representative, and Plaintiff's public interest service.

3 **IT IS ORDERED THAT:**

4 **1. Class Members.** For Settlement purposes, the Class Members are defined as:

5 All persons who engaged in a credit card transaction at a California P.F. Chang's
6 Restaurant during the Class Period, during which Defendant provided a Credit Card
7 Transaction Form that contained a space that allowed the credit cardholder to fill in his or
8 her personal identification information. The term "Class Period" means May 3, 2016 until
9 February 22, 2019. The term "California P.F. Chang's Restaurant" means any P.F.
Chang's branded restaurant located in the State of California. Excluded from the Class are
Defendant, its officers, directors, employees, and attorneys, and the judge presiding over
the Action

10 **2. Binding Effect of Order.** This order applies to all claims or causes of action settled
11 under the Agreement, and binds all class members, including those who did not properly request
12 exclusion under paragraph 6 of the Preliminary Approval and Provisional Class Certification Order. This
13 order does not bind persons who filed timely and valid requests for exclusion. One individual properly
14 requested to be excluded from the Settlement, who is listed on Exhibit "A" attached hereto.

15 **3. Release.** Plaintiff and all Class Members who did not properly request exclusion are (1)
16 deemed to have released and discharged P.F. Chang's China Bistro, Inc., from all claims arising out of or
17 asserted in this Action and claims released under the Agreement; and (2) barred and permanently
18 enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full
19 terms of the release described in this paragraph are set forth in paragraphs 2.7 and 2.8 of the Agreement.

20 **4. Class Relief.** The Settlement Administrator will issue a check to each Authorized
21 Claimant in accordance with paragraph 2.2 and Section 6 of the Settlement Agreement. Any unused
22 funds in the Net Settlement Fund shall be paid to the Cy Pres Beneficiaries in accordance with Section
23 2.2 of the Settlement Agreement.

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1 **5. Attorneys' Fees and Costs.** Class Counsel is awarded \$330,000.00 total in fees and costs
2 to be paid from the Maximum Settlement Amount in accordance with the timelines set forth in the
3 Settlement Agreement.

4 **6. Incentive Award.** Plaintiff Harley Seegert is awarded \$5,000.00 as an incentive award to
5 be paid from the Maximum Settlement Amount in accordance with the timelines set forth in the
6 Settlement Agreement.

7 **7. Settlement Administrator Costs.** The Court approves the payment to JND Legal
8 Administration, the Settlement Administrator, of a total amount not to exceed \$80,286.90 to be paid
9 from the Maximum Settlement Amount.

10 **8. Judgment.** The Court finds that there is no reason for delay and directs the Clerk to enter
11 judgment in accordance with the terms of this Order as of the date of this Order.

12 **9. Court's Jurisdiction.** Pursuant to the Parties' request, California Code of Civil Procedure
13 section 664.6, and California Rule of Court, Rule 3.769(h), the Court retains jurisdiction over this action
14 and the Parties until final performance of the Agreement.

15 **10. Compliance Hearing.** No later February 18, 2020, the Parties shall submit a Status
16 Report to the Court specifying the total amount paid to Authorized Claimants and the amount of
17 uncashed checks that will be paid to the approved Cy Pres Beneficiaries, along with a proposed
18 amendment to this Final Approval Order and Judgment. The Court will schedule a hearing if necessary.
19 No later than five court days after receipt of notice of entry of the amended Final Approval Order and
20 Judgment, the Parties shall submit the amended Final Approval Order and Judgment to the Judicial
21 Council, pursuant to Code of Civil Procedure § 384.5, and shall file a proof of service with this Court
22 confirming this.

23 Dated: 8/12/19


HONORABLE KATHERINE BACAL

Judge Katherine Bacal

Exhibit “A”

Requests for Exclusion

1. Hillary Prokop received April 22, 2019

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PROOF OF SERVICE

I am a citizen of the United States and am employed in Sacramento County. I am over the age of eighteen (18) years and not a party to this action; my business address is 75 Iron Point Circle, Suite 145, Folsom, California 95630.

On August 15, 2019, I caused to be served the following document(s):

▪ **NOTICE OF ENTRY OF ORDER GRANTING FINAL APPROVAL AND JUDGMENT**

to each of the parties herein as follows:

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- ☐ **BY MAIL:** I caused such envelope(s) to be deposited in the mail at my business address, addressed to the addressee(s) designated. I am readily familiar with Stonebarger Law practice for collection and processing of correspondence and pleadings for mailing. It is deposited with the United States Postal Service on that same day in the ordinary course of business.
- ☐ **BY OVERNIGHT COURIER SERVICE:** I caused such envelope(s) to be delivered via overnight courier service to the addressee(s) designated.
- ☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused the document(s) to be sent to the persons at the e-mail addresses listed above via OneLegal. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Folsom, California on August 15, 2019.


Stephanie Judd