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Attorneys for Plaintiffs NATHANIAL RUBERO
ERNESTO CARRANZA AGUILAR on behalf of themselves
and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

NATHANIAL RUBERO and ERNESTO
CARRANZA AGUILAR on behalf of
themselves and all others similarly situated

Plaintiffs,

vs.

CLASSIC DISTRIBUTING AND BEVERAGE
GROUP, INC. a California corporation, and
DOES 1 through 50, inclusive,

Defendants.

Case No. 20STCV38353
Assigned For All Purposes To:
Judge: Hon. Stuart Rice
Dept.: 1

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

WHEREAS, this action is pending before this Court as a putative class action (the
“Action”); and

WHEREAS, Plaintiffs, through an unopposed motion for preliminary approval, has
applied to this Court for an order preliminarily approving the settlement of the Action in

1 accordance with the Class Action and PAGA Settlement Agreement (hereinafter “Settlement
2 Agreement”), and any exhibit annexed thereto, which sets forth the terms and conditions for a
3 proposed settlement and final resolution of the Action upon the terms and conditions set forth
4 therein; and the Court having read and considered the Settlement Agreement and the exhibit
5 annexed thereto;

6 NOW, THEREFORE, IT IS HEREBY ORDERED:

7 1. This Order incorporates by reference the definitions in the final version of the
8 Settlement Agreement which has been filed with the Court and all terms defined therein shall
9 have the same meaning in this Order as set forth in the Settlement Agreement;

10 2. The Court hereby conditionally certifies the Class for settlement purposes only.
11 For the purposes of this settlement, the Class is defined as: all persons employed by CLASSIC
12 DISTRIBUTING in California and classified as a non-exempt Sales Representative or Sales
13 Associate during the Class Period. Should for whatever reason the Settlement not become final,
14 the fact that the Parties were willing to stipulate to class certification as part of the Settlement
15 shall have no bearing on, nor be admissible in connection with, the issue of whether a class
16 should be certified in a non-settlement context;

17 3. The Court hereby authorizes the retention of Simpluris as Settlement
18 Administrator for the purpose of this Settlement;

19 4. The Court hereby conditionally finds that James R. Hawkins, Isandra Fernandez
20 and Lance Dacre of the law firm of James Hawkins, APLC may act as counsel for the Class. The
21 Court further conditionally finds that Plaintiffs Nathaniel Rubero and Ernesto Carranza Aguilar
22 may act as the class representative for the Class;

23 5. The Court hereby preliminarily APPROVES the proposed Class Notice. The
24 Court further finds that the Class Notice appears to fully and accurately inform the Class
25 Members of all material elements of the proposed Settlement Agreement, of the Class
26 Members’ right to be excluded from the Class, and of each Class Member’s right and
27 opportunity to object to the Settlement. The Class Notice shall be mailed to the Class Members
28 as set forth in the Settlement Agreement;

6. The Court finds on a preliminary basis that the Settlement Agreement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. It appears to the Court on a preliminary basis that the settlement amount is fair, adequate and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties, at this time, are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arms-length negotiations;

7. The Court orders the following implementation schedule for further proceedings:

Preliminary approval order.	
Deadline for Defendants to provide the Class List to the Settlement Administrator.	_____ (within fourteen (14) calendar days after Court Grants Preliminary Approval).
Mail notices to Settlement Class Members.	_____ (within fourteen (14) calendar days after Settlement Administrator Receives Class List from Defendant).
Deadline for postmark by registered mail of any Request for Exclusion.	_____ (forty five (45) days after Settlement Administrator first mails Notice of Class Settlement to Settlement Class Members).

Deadline for receipt by the Settlement Administrator of any objections to the Settlement.	_____ (forty five (45) days after Settlement Administrator first mails Notice of Class Settlement to Settlement Class Members).
Deadline for Class Counsel to file Motion for Final Approval of Settlement.	_____ 2023
Final Fairness and Final Approval Hearing.	_____ 2023 at

IT IS SO ORDERED.

Dated: _____

Hon. Stuart Rice
Judge of the Los Angeles County Superior Court