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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
FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

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

3 WHEREAS, Plaintiffs, through an unopposed motion for preliminary approval, has
4 applied to this Court for an order preliminarily approving the settlement of the Action in
5 accordance with the Class Action and PAGA Settlement Agreement (hereinafter “Settlement
6 Agreement”), and any exhibit annexed thereto, which sets forth the terms and conditions for a
7 proposed settlement and final resolution of the Action upon the terms and conditions set forth
8 therein; and

9 WHEREAS, the Court having read and considered the Settlement Agreement and the
10 exhibit(s) annexed thereto;

11 NOW, THEREFORE, IT IS HEREBY ORDERED:

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

15 2. This Court has jurisdiction over the subject matter of this litigation and over the
16 Parties to this litigation, including all Class Members;

17 3. The Court grants Final Approval to and Certifies the Class for purposes of
18 Settlement only. The Class is defined as: all persons employed by Classic Distributing in
19 California and classified as a non-exempt Sales Representative or Sales Associate during the
20 Class Period from October 5, 2019 to June 30, 2022

21 4. Court finds “Aggrieved Employees” means Class Members who worked during
22 the PAGA Period. The PAGA Period means a person employed by Classic Distributing in
23 California and classified as non-exempt from October 5, 2019 to June 30, 2022.

24 5. The Court finds the distribution of the Notice of Proposed Class Action
25 Settlement and Hearing Date for Final Approval (Class Notice) has been completed. The Class
26 Notice constituted notice that was reasonably calculated under the circumstances to apprise Class
27 Members of the pendency of the Action, the Settlement and its terms, and their right to exclude
28 themselves from or object to the proposed Settlement and to appear at the Final Approval

1 Hearing. The Class Notice was reasonable and constituted due, adequate, and sufficient notice to
2 all persons entitled to receive notice and met all applicable requirements of due process, and any
3 other applicable rules or law. The Class Notice fully satisfies due process requirements. The
4 Class Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class
5 Members who could be identified through reasonable effort. As executed, the Class Notice was
6 the best notice practicable under the circumstances

7 6. The Court finds that the Labor & Workforce Development Agency (“LWDA”)
8 has been provided timely and adequate notice of the proceedings in this matter and has made no
9 objections to the proceedings or to the Settlement of this matter.

10 7. The Court finds that there have been no Requests for Exclusion, no Objections,
11 and no Disputes regarding workweeks in this matter.

12 8. Court hereby approves the terms set forth in the Settlement Agreement and finds
13 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the
14 Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
15 Settlement Agreement has been reached as a result of informed and non-collusive arm’s-length
16 negotiations. The Court further finds that the Parties have conducted extensive investigation and
17 research, and their attorneys were able to reasonably evaluate their respective positions. The
18 Court also finds that settlement now will avoid additional and potentially substantial litigation
19 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
20 reviewed the monetary recovery being provided as part of the Settlement and recognizes the
21 significant value accorded to Class Members.

22 9. Neither this Settlement Agreement nor this Order is an admission by Defendant
23 or a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this
24 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to
25 carry out the Settlement Agreement, may be construed as, or may be used as, an admission of
26 any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants

27 10. Defendants shall fund the Settlement, and the Settlement Administrator will
28

1 distribute settlement payments, pursuant to the procedures described in the Settlement
2 Agreement.

3 11. The Court confirms Named Plaintiffs Nathaniel Rubero and Ernesto Carranza
4 Aguilar as Class Representatives and hereby approves the Class Representative Service Payment
5 of Ten Thousand Dollars (\$10,000) each for their services to the Class. The Court finds that this
6 amount is fair and reasonable in light of Plaintiffs' contribution to this litigation and risks
7 absorbed. The payment of the Class Representative Service Payment shall be made in
8 accordance with the terms of the Settlement.

9 12. The Court hereby confirms James R. Hawkins, Isandra Fernandez and Lance
10 Dacre of the law firm of James Hawkins, as Class Counsel for the Class.

11 13. The Court hereby awards attorneys' fees in the amount of One Hundred Fifty
12 Thousand Dollars (\$150,000) (i.e., 33.33% of the Gross Settlement Amount) of Four Hundred
13 Fifty Thousand Dollars (\$450,000) and costs and expenses of Nineteen Thousand Nine Hundred
14 Dollars and One Cent (\$19,900.00) to Class Counsel. The Court finds that the attorneys' fees and
15 costs requested were reasonable in light of the relevant factors under California law. The
16 payment of fees and costs to Class Counsel shall be made in accordance with the terms of the
17 Settlement.

18 14. The Court grants final approval of the payment of Thirty Thousand Dollars
19 (\$30,000) in penalties under the Private Attorneys General Act ("PAGA") Lab. Code § 2699 *et*
20 *seq.* Of that amount, 75% equaling Twenty-Two Thousand Five Hundred Dollars (\$22,500) shall
21 be paid to the LWDA and 25% equaling Seven Thousand Five Hundred Dollars (\$7,500) shall be
22 paid to the Aggrieved Employees. The payments authorized by this paragraph shall be made in
23 accordance with the terms of the Settlement.

24 15. The Court further approves the payment of Eleven Thousand Seven Hundred
25 Twenty-Two Dollars (\$11,722) to Simpluris, Inc. as the Settlement Administrator for the fees
26 and costs of administering the settlement as set forth in the Settlement Agreement. The payment
27 authorized by this paragraph shall be made in accordance with the terms of the Settlement.

28 16. Defendants shall have no further liability for costs, expenses, interest, attorneys'

1 fees, or for any other charge, expense, or liability, except as provided in the Settlement
2 Agreement.

3 17. This “Judgment” is intended to be a final disposition of the above-captioned
4 action in its entirety and is intended to be immediately appealable.

5 18. Pursuant to California Rule of Court 3.769(h), the Court shall have and retain
6 continuing jurisdiction over this action and the parties and Class Members, including after the
7 entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms
8 and intent of the Settlement Agreement and this Order.

9 19. The Settlement Administrator shall inform the Class Members of this Order and
10 Judgment by posting this Judgment on its website within ____ calendar days after entry of this
11 Order.

12 20. The Court sets a Final Accounting Hearing on _____ 2024, at _____.

13 21. Counsel shall submit a Final Accounting Report at least ____calendar days prior
14 to the date of the Status Conference for Final Accounting.

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16 **IT IS SO ORDERED.**

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19 Dated: _____

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