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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

RICARDO ALEXANDER OCAMPO,
individually and on behalf of all others similarly
situated,

Plaintiff,

v.

NOR-CAL BEVERAGE CO, INC., a California
corporation with its principal place of business
in California, and DOES 1 to 100, inclusive,

Defendants.

Case No. CASE NO. 30-2021-01226173-CU-OE-
CXC
Complaint Filed: 10/13/2021

[PROPOSED]
ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ATTORNEYS' FEES AND COSTS

Judge: Honorable Randall J. Sherman
Hearing Date: December 1, 2023
Time: 10:00 a.m.
Department: CX105

On December 1, 2023, the Court held a hearing on Plaintiffs' Motion for Final Approval
of Class Action Settlement and Attorneys' Fees and Costs.

1 The Court has reviewed the Class Notice and related forms and the notice procedures that
2 the parties implemented in accordance with the Court's Order on Plaintiffs' motion for preliminary
3 approval of the class action settlement. The Court finds that Class Members have duly been given
4 notice of the Settlement, to participate in the settlement by doing nothing, to contest the number
5 of weeks-worked specified on their Share Forms, exclude themselves from the Settlement, and
6 comment on or object to the Settlement or any of its terms. Having read and considered the
7 Settlement, the papers filed in support of Plaintiffs' unopposed motion, the Court GRANTS final
8 approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND
9 DETERMINATIONS:

10 1. All terms used in this Order Granting Final Approval of Class Action Settlement
11 and Attorney's Fees and Costs (the "Order") shall have the same meanings given as those terms
12 are used and/or defined in the parties' Settlement Agreement (the "Settlement" or "Agreement").
13 A copy of the Agreement is attached as Exhibit 1 to the Declaration of James M. Treglio in Support
14 of the Motion for Preliminary Approval of Class Settlement and is made a part of this Order.

15 1. The Court is satisfied that Rust Consulting, Inc. which functioned as the
16 Settlement Administrator, completed the distribution of Class Notice and Share Form to the Class
17 in a manner that comports with California Rule of Court 3.766. The Class Notice informed 1446
18 Class Members of the Settlement terms, their rights to do nothing and receive their settlement
19 share, their rights to submit a request for exclusion, their rights to comment on or object to the
20 Settlement, and their rights to appear at the Final Approval Hearing, and be heard regarding
21 approval of the Settlement.¹ Adequate periods of time to respond and to act were provided by
22 each of these procedures. Consequently, there are 12 Class Members who request for exclusion.
23 1 Class Member filed written objection to the Settlement as part of this notice process, and no
24 Class Members filed a written statement of intention to appear at the Final Approval Hearing.

25 2. For settlement purposes only, the Court finally certifies the Class, as defined in the
26 Agreement and as follows:

27 ***a. all individuals who are or were employed by Defendant
or its predecessor or merged entities in California as hourly, non-***

28 ¹ Notice was sent to all 1146 Class Members, but the administrator reports that after skip-tracing, a National Change
of Address Search, and re-mailing, 12 notice packets remained undeliverable.

*exempt employees, at any time from October 13, 2017 to July 28, 2023
(collectively, the “Settlement Class” or “Class Member”).*

3. The Court deems this definition sufficient for the purpose of California Rule of Court 3.765(a), and solely for the purpose of effectuating the Settlement.

4. The Court appoints Plaintiff Ricardo Alexander Ocampo as Class Representative.

5. The court appoints James M. Treglio of Potter Handy LLP as adequate class counsel.

6. The terms of the Agreement, including the Gross settlement amount of \$390,000.00 and the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member, and the Courts grants final approval of the Settlement set forth in the Agreement. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement. Defendants shall pay out the Gross Settlement Amount as follows:

1.	Deadline for Defendant to deposit \$390,000.00 with Settlement Administrator	Within 60 days after the Final Effective Date
2.	Deadline for Settlement Administrator to distribute Settlement Awards, Enhancement Award, and Class Counsel’s Fees and Expenses (if Settlement is Effective)	Within 15 days from receipt of the Final Payment

7. The \$13,000.00 designated for payment to Rust Consulting, Inc., the Settlement Administrator, is fair and reasonable. The Court grants final approval of, and orders the Parties to make the payment to the Settlement Administrator in accordance with the Agreement.

8. The \$130,000.00 amount requested by Plaintiff and Class Counsel for the Class Counsel’s attorneys’ fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the Agreement.

9. The \$11,036 amount requested by Plaintiffs and Class Counsel for the Class

1 Counsel's reimbursement of expenses is fair and reasonable. The Court grants final approval of,
2 and orders the Class Counsel Litigation Expenses Payment to be made in accordance with the
3 Agreement.

4 10. The \$10,000.00 requested by Plaintiff for the Class Representative Payment is fair
5 and reasonable. The Court grants final approval of, and orders the Class Representative Payment
6 to be made in accordance with the Agreement.

7 11. The Court approves of the \$60,000.00 allocation assigned for claims under the
8 Private Attorney General Act (PAGA), and orders 75% thereof (i.e., \$45,000.00) to be paid to the
9 California Labor and Workforce Development Agency (LWDA) in accordance with the terms of
10 the Settlement Agreement.

11 12. Nothing in the Settlement or this Order purports to extinguish or waive Defendants'
12 rights to continue to oppose the merits of the claims in this Action or class treatment of these
13 claims in this case if the Settlement fails to become Final or effective, or in any other case without
14 limitation. The Settlement is not an admission by Defendants, nor is this Order or the subsequent
15 Judgment that Plaintiffs have asked the Court to enter based on this Order a finding of the validity
16 of any allegations against Defendants in the Court proceeding or any wrongdoing by Defendants.
17 Neither the Settlement nor this Order or the subsequent Court Judgment is a finding that
18 certification of the Class is proper for any purpose or proceeding other than for settlement
19 purposes.

20 13. All Class Members shall be bound by the Settlement and this Order, including the
21 release of claims in favor of Defendants and the other Released Parties as set forth in the
22 Agreement, and are permanently barred from prosecuting against Defendants and the other
23 Released Parties any and all of Class Members' Released Claims as defined in the Agreement.

24 14. Class Representative Ricardo Alexander Ocampo is bound to the general release of
25 claims against Defendants and the other Released Parties as set forth in the Agreement, and is
26 permanently barred from prosecuting against Defendants and the other Released Parties any and
27 all of Plaintiffs' Released Claims as defined in the Agreement.

28 15. The Parties shall bear their own respective attorneys' fees and costs except as

16. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for purposes of enforcing the Settlement Agreement, addressing settlement administration matters, and addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

IT IS SO ORDERED.

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