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on behalf of all others similarly situated

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

BERNABE PARRILLA, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

MONSTER ENERGY COMPANY, a
Delaware corporation; DOES 1 through 25,

Defendants.

Case No.: 21STCV25855

*Assigned for all purposes to Hon. Elihu
M. Berle, SSC-6*

**[PROPOSED] ORDER OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 4, 2024

Time: 9:00 a.m.

Dept.: 6

Complaint Filed: July 14, 2021

1 The Court, having considered Plaintiff Bernabe Parrilla’s Motion for Final Approval
2 of Class Action and PAGA Settlement and the papers filed in support thereof, including the
3 parties’ Class Action and PAGA Settlement Agreement and Notice (“Settlement
4 Agreement”), having granted preliminary approval on December 4, 2023, having directed
5 that notice be given to all Class Members of preliminary approval of the Settlement
6 Agreement and the final approval hearing and the right to be excluded from or object to the
7 settlement, having read and considered all of the papers of the parties and their counsel, and
8 having received no objections to the settlement, and good cause appearing therefor,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

- 10 1. The Motion for Final Approval of the settlement is granted;
 - 11 2. The parties to this action are Plaintiff Bernabe Parrilla (“Plaintiff”) and
12 Defendant Monster Energy Corporation (“Defendant” of “MEC”).
 - 13 3. After participating in an arms’-length mediation, Plaintiff and Defendant
14 have agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks
15 to represent. The terms of the proposed settlement are fully set forth in the Settlement
16 Agreement attached as Exhibit 1 to the Declaration of Aaron Gundzik in Support of Motion
17 for Final Approval of Class Action Settlement.
 - 18 4. This Court has jurisdiction over the subject matter of this action (the
19 “Action”) and over all parties to the Action, including the Representative Plaintiff and the
20 Class Members.
 - 21 5. The terms used in this Order have the meaning assigned to them in the
22 Settlement Agreement.
 - 23 6. The Court finds that the Class consists of all persons employed by MEC in
24 California and classified as Field Sales Representatives (including Club Field Sales
25 Representatives) at any time during the Class Period.
 - 26 7. The Class Period is from July 14, 2017 to April 4, 2023.
- 27
28

1 8. The Aggrieved Employees are all persons employed by MEC in California
2 and classified as a Field Sales Representative (including Club Field Sales Representatives)
3 at any time during the PAGA Period.

4 9. The PAGA Period is from July 14, 2020 to April 4, 2023.

5 10. In settlement, Defendant will pay the gross amount of \$285,000 and will
6 separately pay the employer's share of all payroll taxes. From the gross settlement amount,
7 the parties propose to deduct fees for settlement administration costs in the amount of
8 \$5,500, PAGA Penalties totaling \$12,000, a Class Representative Service Payment to
9 Plaintiff of up to \$10,000, a Class Counsel Litigation Expenses Payment in the amount of
10 \$17,255.14, and a Class Counsel Fees Payment, not to exceed \$95,000.

11 11. 75% of the \$12,000 in PAGA Penalties will be paid to the LWDA. The other
12 25% will be divided among the Aggrieved Employees based on the formula specified in the
13 Settlement Agreement.

14 12. The Net Settlement Amount, which is the amount remaining after the
15 forgoing deductions, as approved by the Court, will be distributed to Participating Class
16 Members in accord with the formula specified in the Settlement Agreement.

17 13. No Class Members submitted timely requests to be excluded from the
18 settlement. Therefore, all members of the Class are Participating Class Members and will
19 receive settlement payments and be bound by the releases and Judgment.

20 14. Neither the settlement, nor any of the terms set forth in the Settlement
21 Agreement, constitute any admission by Defendant, or any of the other Released Parties, of
22 liability to the Representative Plaintiff or any Class Member, nor does this Final Approval
23 Order constitute a finding by the Court of the validity of any of the claims alleged in the
24 Action, or of any liability of Defendant or any of the other Released Parties.

25 15. The Court finds that the Notice of Class Action Settlement ("Notice of
26 Settlement") has been mailed to all Class Members as previously ordered by the Court, and
27 that such Notice of Settlement fairly and adequately described the terms of the proposed
28 Settlement Agreement, the manner in which the Class Members could object to or

1 participate in the settlement, and the manner in which Class Members could opt out of the
2 Class, was the best notice practicable under the circumstances, was valid, due and sufficient
3 notice to all Class Members, and complied fully with Civil Code §1781(e), Rule of Court
4 3.769, due process and all other applicable laws. The Court further finds that a full and fair
5 opportunity has been afforded to Class Members to participate in the proceedings convened
6 to determine whether the proposed Settlement Agreement should be given final approval.

7 16. The Court finally approves of the distribution of the Net Settlement Amount
8 to the Participating Class Members. Participating Class Members are not required to submit
9 a claim form in order to receive payment. Rather, the gross amount paid to each
10 Participating Class Member will be based on the number of Workweeks (as defined in the
11 Settlement Agreement) each Participating Class Member worked for Defendant in
12 California during the Class Period.

13 17. The Court finds that the Settlement Agreement is fair, reasonable and
14 adequate as to the Class, the named Plaintiff and Defendant, and is the product of good faith,
15 arms' length negotiations between the parties, and further, that the Settlement Agreement is
16 consistent with public policy, and fully complies with all applicable provisions of law.
17 Accordingly, the Court hereby finally and unconditionally approves the Settlement
18 Agreement and specifically approves of the allocation of the Gross Settlement Amount of
19 \$285,000 ("Gross Settlement Amount") as follows:

20 a. The Court approves of the payment of Settlement Administration Costs of
21 \$5,500 to Phoenix Settlement Administrators.

22 b. The Court approves of a Service and Release Payment in the amount of
23 \$10,000 to Representative Plaintiff Bernabe Parrilla, as payment for her time and efforts in
24 pursuing this Action, for the risks she has undertaken, and as additional compensation for
25 the expanded release she is providing;

26 c. The Court approves of Class Counsel's attorneys' fees request of \$95,000,
27 which is one-third of the Gross Settlement Amount, finding that it is reasonable in light of
28 the benefit provided to the Class.

1 d. The Court approves of Class Counsel’s request for reimbursement of
2 litigation costs and expenses in the amount of \$17,255.14.

3 e. The Court approves of a payment to the Labor and Workforce Development
4 Agency (“LWDA”) in the amount of \$9,000 and a payment of \$3,000 to the Aggrieved
5 Employees (to be distributed based on the number of PAGA Pay Periods that they worked
6 during the PAGA Period) in settlement of claims under the California Labor Code Private
7 Attorneys General Act (“PAGA”).

8 f. The Court approves of payment of the remainder of the Gross Settlement
9 Amount (the “Net Settlement Amount”), approximately \$145,245, to the Participating
10 Settlement Class Members, pursuant to the terms of the Settlement Agreement, Paragraph
11 3.2.4, and that all settlement payments be deemed one-third wages, one-third interest and
12 one-third penalties.

13 g. If a Participating Class Member’s settlement check(s) is not cashed within
14 180 days of issuance, it shall be voided and the funds from all such uncashed checks shall be
15 sent to the California State Controller as unclaimed property in the name of the Settlement
16 Class Member.

17 16. The Court approves of the following implementation schedule for further
18 proceedings:

19 • Settlement Effective Date: Pursuant to Paragraph 1.18 of the Settlement
20 Agreement, the Effective Date is the date of entry of this “Final Approval Order,” as there
21 have been no objections to the settlement.

22 • Deadline for Defendant to deliver the Gross Settlement Amount of \$285,000
23 plus the employer’s portion of payroll taxes to the Settlement Administrator: Within twenty-
24 one (21) calendar days after the Effective Date.

25 • Mailing of Payments to Class Members: Within ten (10) calendar days of
26 Defendant’s deposit of the Gross Settlement Amount and employer’s portion of payroll
27 taxes with the Settlement Administrator.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On February 2, 2024, I served the following document described as

[PROPOSED] ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated _____, to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on February 2, 2024, at Sherman Oaks, California.



Nicole Salazar

Case Anywhere Electronic Service List

Case Name: **Parrilla, et al. v. Monster Energy Company, et al.**

Case Info: **21STCV25855, Los Angeles Superior Court**

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The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.