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

IVAN LORENO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SOUTH COAST BEVERAGE LLC, a
Delaware limited liability company; and
DOES 1 through 100,
Defendants.

Case No. 21STCV46865

*[Assigned for all purposes to Hon. Stuart M.
Rice, Dept. SSC-1]*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: July 23, 2025
Time: 10:30 a.m.
Dept: SSC-1

FILED
Superior Court of California
County of Los Angeles

07/23/2025

David W. Slayton, Executive Officer/Clerk of Court

By: L. McGreene Deputy

1 This matter came on regularly for hearing before this Court on July 23, 2025, pursuant to
2 California Rule of Court 3.769 and this Court's February 7, 2025 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Amended
4 Class Action and PAGA Settlement Agreement and Class Notice (herein "Settlement")¹ and the
5 documents and evidence presented in support thereof, and recognizing the disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be received
7 by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the
8 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
9 negotiations between the Parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's
10 Motion for Final Approval of Class Action Settlement and ORDERS as follows.

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All individuals whom Defendant South Coast Beverage, LLC and/or its successors
15 classified as non-exempt employees and who worked for Defendant in California
16 at any time during the Class Period.

17 The Class Period is the period of time starting on December 23, 2017 and ending
18 on February 7, 2025.

19 2. Plaintiff Ivan Loreno is hereby confirmed as Class Representative, and Scott M. Lidman
20 and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC are hereby
21 confirmed as Class Counsel.

22 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
23 manner of notice were approved by the Court on February 7, 2025 and the notice process has been
24 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
25 practicable under the circumstances. The Class Action Settlement and Hearing Date for Final Court
26 Approval ("Class Notice") provided due and adequate notice of the proceedings and matters set forth
27

28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

4. The Court finds that no Settlement Class member objected to the Settlement, that zero (0) class members have opted out of the Settlement, and that the 100 percent participation rate in the Settlement supports final approval.

5. The Court hereby approves the settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

6. For purposes of settlement only, the Court finds that (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.

7. The Court finds that given the absence of objections to the Settlement, and objections being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

8. The Court orders that Defendant South Coast Beverage, LLC deposit the New Settlement Money in the amount of Three Hundred Seventy-Six Thousand Dollars and Zero Cents (\$376,000.00) with Phoenix Settlement Administrators (“Phoenix”), the Settlement Administrator, as provided for in the Settlement. Specifically, Defendant shall fully fund the New Settlement Money, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 30 days after the Court grants Final Approval of the Agreement.

1 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
2 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
3 the Settlement Class member.

4 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
5 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
6 in conformity with the terms of the Settlement.

7 11. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff Ivan
8 Loreno is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that
9 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
10 payment in conformity with the terms of the Settlement.

11 12. The Court finds that attorneys' fees in the amount of \$161,666.67 and litigation costs of
12 \$22,618.29 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
13 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.
14 The fee award is appropriate in light of the benefit provided to the class.

15 13. The Court orders that the Settlement Administrator shall be paid \$7,500.00 from the New
16 Settlement Money for all of its work done and to be done until the completion of this matter, and finds
17 that sum appropriate.

18 14. The Court finds that the payment to the California Labor & Workforce Development
19 Agency ("LWDA") in the amount of \$15,000.00 for its 75 percent share of the \$20,000.00 settlement
20 of Plaintiff's representative action under the California Labor Code Private Attorneys General Act
21 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this
22 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25 percent or
23 \$5,000.00 of the PAGA Amount is to be distributed to the 54 Aggrieved Employees in conformity with
24 the terms of the Settlement. The highest Individual PAGA Payment to be paid is approximately \$205.24,
25 and the average Individual PAGA Payment to be paid is approximately \$92.59.

26 15. After the above deductions, attorneys' fees (\$161,666.67), attorneys' litigation costs
27 (\$22,618.29), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs (\$7,500.00),
28

1 and the PAGA Amount to the LWDA (\$15,000.00), the Net Settlement Amount of \$161,715.04 is to be
2 distributed to 127 Settlement Class members, that worked a total of 14,652 workweeks during the Class
3 Period, in conformity with the terms of the Settlement. the highest Individual Class Settlement Payment
4 to be paid is approximately \$9,985.74, the lowest Individual Class Settlement Payment to be paid is
5 approximately \$88.91, while the average Individual Class Settlement Payment to be paid is
6 approximately \$1,233.98.

7 16. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
8 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
9 and in addition to, the New Settlement Amount.

10 17. The Court finds and determines that upon satisfaction of all obligations under the
11 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have
12 released the Released Claims as set forth in the Settlement, and will be permanently barred from
13 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

14 18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
15 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
17 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

18 19. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
19 and the Judgment entered in connection with the Settlement.

20 20. The Settlement Administrator shall file a declaration regarding the disbursement of
21 Settlement funds on or before April 3, 2026. A NACR re: filing of distribution declaration is set for
22 April 10, 2026. in Dept. 1 SSC.

23 **IT IS SO ORDERED.**

24 Dated: 07/23/2025
25 _____, 2025



A handwritten signature in black ink that reads "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

Judge of the Superior Court