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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 the Hon. Stuart M.
Rice, Dept. SSC-1]*

[PROPOSED] FINAL JUDGMENT

Date: July 23, 2025

Time: 10:30 a.m.

Dept: SSC-1

1 This matter came on regularly for hearing before this Court on July 23, 2025, pursuant
2 to California Rule of Court 3.769 and this Court’s February 7, 2025 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Amended Class Action and PAGA Settlement Agreement and Class Notice (herein
5 “Settlement”)¹ and the documents and evidence presented in support thereof, and the
6 submissions of counsel, the Court hereby ORDERS and enters this JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

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

13 The Class Period is December 23, 2017 through February 7, 2025.

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

17 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
18 form and manner of notice were approved by the Court on February 7, 2025, and the notice
19 process has been completed in conformity with the Court’s Order. The Court finds that said
20 notice was the best notice practicable under the circumstances. The Class Action Settlement and
21 Hearing Date for Final Court Approval (“Class Notice”) provided due and adequate notice of the
22 proceedings and matters set forth therein, informed Settlement Class members of their rights,
23 and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California
24 Rule of Court 3.769, and due process.

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

1 4. The Court finds that no Settlement Class member objected to the Settlement, no
2 class member has opted out of the Settlement, and that the 100 percent participation rate in the
3 Settlement supports final approval.

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

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

16 7. The Court orders that Defendant South Coast Beverage, LLC deposit the New
17 Settlement Amount of Three Hundred Seventy-Six Thousand Dollars and Zero Cents
18 (\$376,000.00) with Phoenix Settlement Administrators, the Settlement Administrator, as
19 provided for in the Settlement. Specifically, Defendant shall fully fund the New Settlement
20 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes,
21 by transmitting the funds to the Administrator no later than 30 days after the Court grants Final
22 Approval of the Agreement.

23 8. The Court finds that the settlement payments, as provided for in the Settlement,
24 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
25 individual payments in conformity with the terms of the Settlement.

26 9. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff
27 Ivan Loreno is appropriate for his risks undertaken and service to the Settlement Class. The
28

1 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
2 Administrator make this payment in conformity with the terms of the Settlement.

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

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

10 12. The Court finds that the payment to the California Labor & Workforce
11 Development Agency ("LWDA") in the amount of \$15,000.00 for its 75 percent share of the
12 \$20,000.00 settlement of Plaintiff's representative action under the California Labor Code
13 Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the
14 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
15 of the Settlement. The remaining 25 percent, or \$5,000.00, of the PAGA Amount is to be
16 distributed to the 54 Aggrieved Employees in conformity with the terms of the Settlement. The
17 highest Individual PAGA Payment to an Aggrieved Employee is \$205.24, and the average
18 Individual PAGA Payment to be paid is \$92.59.

19 13. After the above deductions, attorneys' fees (\$161,666.67), attorneys' litigation
20 costs (\$22,618.29), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs
21 (\$7,500.00), and the PAGA Amount to the LWDA (\$15,000.00), the Net Settlement Amount of
22 \$161,715.04 is to be distributed to 127 Settlement Class members, that worked a total of 14,652
23 workweeks during the Class Period, in conformity with the terms of the Settlement. The lowest
24 Individual Settlement Share to be paid to a Settlement Class member is \$88.91, the highest
25 Individual Settlement Share is \$9,985.74, and the average Individual Settlement Share to be paid
26 is \$1,233.98.

1 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
2 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
3 separately from, and in addition to, the New Settlement Amount.

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

8 16. Upon the Effective Date, by virtue of this Judgment, all Participating Class
9 members, on behalf of themselves and their respective former and present representatives,
10 agents, attorneys, heirs, administrators, successors, assigns release Defendant and its respective
11 former, current and future parent companies, subsidiaries, affiliates, shareholders, managers,
12 members, agents, principals, heirs, representatives (including, without limitation, any investment
13 bankers, accountants, auditors, consultants, insurers, reinsurers, attorneys and any past, present
14 or future officers, directors and employees), predecessors, successors, and assigns ("Released
15 Parties") from all claims that were alleged, or reasonably could have been alleged, based on the
16 facts stated in the First Amended Complaint and/or ascertained in the course of the Action and
17 which occurred during the Class Period. The claims released include, without limitation: (1)
18 failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal
19 periods or provide premium wages in lieu thereof; (4) failure to provide rest periods or provide
20 premium wages in lieu thereof; (5) failure to provide accurate, itemized wage statements; (6)
21 failure to pay all wages upon termination of employment; and (7) unfair business practices in
22 violation of Business and Professions Code section 17200, *et seq.* premised on the above claims;
23 and violation of or liability under California Labor Code sections 201-204, 218.5, 218.6, 226,
24 226.3, 226.7, 510, 512, 516, 558, 1194, 1197, 1198, and the relevant Wage Orders issued by the
25 Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs
26 ("Released Claims"). The Released Claims further include all other claims for wages, penalties,
27 civil penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs,
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1 restitution, declaratory relief, equitable relief, or additional damages that allegedly may arise out
2 of these claims. This release shall not extend to any claims outside of the Class Period.

3 17. As a condition of participating in this settlement, all Aggrieved Employees, on
4 behalf of themselves and their respective former and present representatives, agents, attorneys,
5 heirs, administrators, successors, assigns release the Released Parties from all claims for PAGA
6 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in
7 the operative First Amended Complaint and/or the PAGA Notice and/or ascertained in the course
8 of the Action and which occurred during the PAGA Period. The claims released, include, without
9 limitation: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to
10 provide meal periods or provide premium wages in lieu thereof; (4) failure to provide rest periods
11 or provide premium wages in lieu thereof; (5) failure to provide accurate, itemized wage
12 statements; (6) failure to pay all wages upon termination of employment; and (7) any and all
13 related claims for attorneys' fees and costs ("Released PAGA Claims"). The Released PAGA
14 Claims further include all other claims for wages, penalties, civil penalties, liquidated damages,
15 punitive damages, interest, attorneys' fees, litigation costs, restitution, declaratory relief,
16 equitable relief, or additional damages that allegedly may arise of these claims. The PAGA
17 Members shall not have the right to opt-out of this release.

18 18. Plaintiff Ivan Loreno, on behalf of himself and his former and present spouses,
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
20 release and discharge Released Parties from all claims, transactions, or occurrences that occurred
21 during the Class Period, including, but not limited to: (a) all claims that were, or reasonably
22 could have been, alleged based on the facts contained in the operative First Amended Complaint;
23 (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained
24 in the operative First Amended Complaint and Plaintiff's PAGA Notice; (c) any and all
25 individual claims or causes of action with respect to Plaintiff's employment with Defendant
26 ("Plaintiff's Release"). Plaintiff also agrees to release, in addition to the Released Class Claims
27 and Released PAGA Claims, all claims, whether known or unknown under federal law or state
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1 law against the Released Parties for the time period of December 23, 2017 through February 3,
2 2025. Plaintiff hereby agrees to waive all rights that he might possess under Section 1542 of the
3 Civil Code of the State of California related to any claims he may have against any of the
4 Released Parties. Section 1542 has been explained to Plaintiff by his counsel and provides as
5 follows:

6 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
7 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
8 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
9 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
10 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
11 **SETTLEMENT WITH lift DEBTOR OR RELEASED PARTY.**

12 19. The effective date of the releases described herein shall be the date on which
13 Defendant fully funds the settlement.

14 20. This document shall constitute a final judgment pursuant to California Rule of
15 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
16 approval hearing, the court must make and enter judgment. The judgment must include a
17 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
18 judgment. The court may not enter an order dismissing the action at the same time as, or after,
19 entry of judgment."

20 21. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
21 Order, and this Judgment.

22 **JUDGMENT IS SO ENTERED.**
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24 Dated: _____, 2025

25 _____
26 Judge of the Superior Court
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