

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

RENE LOPEZ, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

SUNNY DELIGHT BEVERAGES CO., a
Florida corporation; and DOES 1 through 100,
inclusive,

Defendant.

Case No. 30-2022-01280502-CU-OE-CXC

*[Assigned for all purposes to
the Honorable Melissa R. McCormick, Dept. CX105]*

**ORDER OF FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT AND
FINAL JUDGMENT THEREON**

[FAC Filed: November 21, 2022]
[Complaint Filed: September 14, 2022]

1 Having considered the parties' Stipulation of Class and PAGA Action Settlement and Second
2 Addendum to the Stipulation of Class and PAGA Action Settlement (collectively "Settlement")¹ and
3 the documents and evidence presented in support thereof, this Court's December 16, 2024 Order
4 Granting Preliminary Approval of Class and PAGA Action Settlement ("Preliminary Approval
5 Order"), the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
6 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause
7 appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action
8 Settlement and ORDERS as follows:

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

12 All current and former hourly-paid non-exempt employees who are or
13 previously were employed by Defendant Sunny Delight Beverages Co.
14 who worked at any time in California during the Class Period. For
15 purposes of this Settlement Agreement, the "Class Period" is defined as of
16 September 14, 2018 through December 31, 2023.

17 Additionally, for the purposes of this settlement only, PAGA Employees shall be defined
18 as:

19 All current and former hourly-paid non-exempt employees of Defendant
20 Sunny Delight Beverages Co., who worked at any time during the PAGA
21 Period. For purposes of this Settlement Agreement, the "PAGA Period"
22 shall mean the time
23 period between September 14, 2021 and December 31, 2023

24 2. Plaintiff Rene Lopez is hereby confirmed as Class Representative, and Scott M.
25 Lidman and Milan Moore of Lidman Law, APC, and Paul Haines of Haines Law Group, APC are
26 hereby confirmed as Class Counsel.

27 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form
28 and manner of notice were approved by the Court on December 16, 2024, and the notice process has
been completed in conformity with the Court's Order. The Court finds that said notice was the best

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

1 notice practicable under the circumstances. The Notice Packet (which is comprised of the Notice of
2 Pendency of Class Action and Settlement, Notice of Settlement Award, and Request for Exclusion
3 Form) provided due and adequate notice of the proceedings and matters set forth therein, informed
4 Settlement Class members of their rights, and fully satisfied the requirements of California Code of
5 Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

6 4. The Court finds that none of the 165 Settlement Class members objected to the
7 Settlement, and zero (0) Class Members opted out of the Settlement, and that the 100% participation
8 rate in the Settlement supports final approval.

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

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

21 7. The Court orders that Defendant deposit the Gross Settlement Amount of \$850,000 and
22 employer's share of payroll taxes on the portion allocated as wages with a mutually-selected third
23 party administrator within (30) days of the Effective Date.

24 8. Any Settlement funds that remain uncashed after 180 calendar days after they are
25 mailed shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the
26 name of the Settlement Class member.
27
28

1 9. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
2 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual
3 payments in conformity with the terms of the Settlement.

4 10. The Court approves a service award in the amount of \$7,500.00 to Plaintiff Rene
5 Lopez, and orders the Settlement Administrator to make this payment in conformity with the terms of
6 the Settlement.

7 11. The Court awards attorneys' fees in the amount of \$283,333.33 (\$170,000.00 to Haines
8 Law Group, APC and \$113,333.33 to Lidman Law, APC), and litigation costs of \$20,028.17, and
9 orders the Settlement Administrator to distribute these payments to Class Counsel in conformity with
10 the terms of the Settlement.

11 12. The Court orders that the Settlement Administrator shall be paid \$8,500.00 from the
12 Gross Settlement Amount for its work done and to be done until the completion of this matter, and
13 finds that sum appropriate.

14 13. The Court finds that the payment to the California Labor & Workforce Development
15 Agency ("LWDA") in the amount of \$30,000.00 (or 75% of the \$40,000 for PAGA) for its share of
16 the settlement of Plaintiff's representative action under the California Labor Code Private Attorneys
17 General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to
18 distribute this payment to the LWDA in conformity with the terms of the Settlement. The remaining
19 25% or \$10,000 will be disbursed to PAGA Employees.

20 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
21 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in
22 addition to, the Gross Settlement Amount.

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

16. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h). Pursuant to section 664.6 of the California Code of Civil Procedure, the Court retains jurisdiction to enforce the Settlement, this Final Approval Order, and this Judgment.

17. A copy of the Final Approval Order and Judgment shall be posted on the Settlement Administrator's website at: (lopez-v-sunny-delight-beverages.phoenixcases.com) for at least 180 days.

18. The Final Accounting Hearing is scheduled for **April 16, 2026 at 9:00 a.m.** in Department CX105. Plaintiff shall file a final accounting report at least 9 court days before the Final Accounting Hearing regarding the status of the settlement administration.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date Judge Signed: July 03, 2025

Dated: July 3, 2025

Melissa R. McCormick
Judge of the Superior Court