

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
RENE LOPEZ

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
RENE LOPEZ

**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. CX104]*

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: April 24, 2025
Time: 2:00 p.m.
Dept.: CX104

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

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Rene Lopez (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter.
4 I am a member in good standing of the bar of the State of California and am admitted to practice in this
5 Court. I have personal knowledge of the facts stated in this declaration and could testify competently to
6 them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law firm
9 of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm in
13 the world exclusively devoted to representing management in employment, employee benefits and labor
14 law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones Day,
17 I worked exclusively in the labor and employment department. In or around 2003, I went to work at the
18 law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008, I
19 returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of 2017,
20 I practiced exclusively labor and employment law, with a strong emphasis and most of my time working
21 on wage and hour class actions venued in both state and federal courts. During that time and my legal
22 career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.

23 5. During my employment at Littler Mendelson, I played a significant role in the class actions
24 that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In particular,
25 I received a wide-array of wage and hour class action experience performing the following types of tasks:
26 drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court;
27 drafting and responding to written discovery; drafting and opposing discovery related motions; arguing
28 discovery related motions; drafting motions to consolidate related matters; interviewing putative class

1 members and obtaining declarations in connection with class certification; drafting oppositions to motions
2 for class certification; drafting motions for decertification following class certification; conducting
3 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing
4 at class certification and potential damages resulting from such claims; drafting mediation briefs; serving
5 as the primary contact to in-house counsel; deposing named plaintiffs and putative class members;
6 deposing retained expert witnesses; and defending the depositions of corporate witnesses. I also was
7 involved in the negotiations and settlements of many large wage and hour class actions. In short, I played
8 an integral role in all aspects of litigation from the inception of a matter through and beyond class
9 certification. I also supervised the work of several junior attorneys who were staffed on the same wage
10 and hour class actions.

11 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
12 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 13 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
14 States District Court, Central District of California, Honorable Gary Klausner,
15 presiding¹.
- 16 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior
17 Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 18 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
19 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 20 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior
21 Court, County of Alameda, Honorable Winifred Smith, presiding.
- 22 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
23 United States District Court, Central District of California, Honorable Percy
24 Anderson, presiding.

25
26
27
28 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC,
14 United States District Court, Southern District of California.⁴
- 15 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of
16 Solano, Honorable Paul Berman, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
24 States District Court, Central District of California, Honorable Margaret Morrow,
25 presiding.

26
27 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal and the California Supreme Court.

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
2 States District Court, Central District of California, Honorable Margaret Morrow,
3 presiding.
- 4 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
5 States District Court, Southern District of California, Honorable John A. Houston,
6 presiding.
- 7 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
8 District Court, Central District of California, Honorable Margaret Morrow,
9 presiding.
- 10 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
11 District Court, Central District of California, Honorable Margaret Morrow,
12 presiding.
- 13 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
14 States District Court, Northern District of California.
- 15 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
16 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
17 presiding.
- 18 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
19 Court, County of Santa Clara.
- 20 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
21 County of Los Angeles, Honorable Terry Green, presiding.
- 22 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
23 Court, County of San Francisco.
- 24 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
25 Court, Northern District of California, Honorable Richard Seeborg, presiding.

26 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
27 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage
28 and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of

1 Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
2 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five
3 (65) wage and hour class actions filed in State courts throughout California, with several of them having
4 been removed to Federal courts. I believe that my professional experience renders me more than qualified
5 to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal
6 and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and
7 hour cases throughout my career involving similar claims, including the wage and hour class actions
8 identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result,
9 I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and
10 defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition
11 to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay
12 involved in wage and hour class action litigation.

13 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
14 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
15 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
16 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
17 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Cluster
18 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
19 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
20 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
21 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
22 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
23 *v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
24 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
25 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
26 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
27 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
28 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley

presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the Honorable Judge Philip S. Gutierrez presiding.

9. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

10. On September 14, 2022, Plaintiff filed a putative class action complaint against Sunny Delight in Orange County Superior Court. On November 21, 2022, Plaintiff filed a First Amended Complaint against Defendant. On January 4, 2024 to effectuate the terms of the Settlement, the Parties filed a joint stipulation for Plaintiff to file a Second Amended Class and Representative Action Complaint. With the Court's order, Plaintiff filed the Second Amended Complaint. Therefore, Plaintiff alleges that Sunny Delight: (1) failed to pay all minimum wages owed; (2) failed to pay all overtime wages owed; (3) failed to provide all legally required meal periods; (4) failed to authorize and permit all legally required rest periods; (5) failed to reimburse necessary business expenses; (6) failed to provide

accurate, itemized wage statements; (7) failed to pay all wages owed upon termination; (8) engaged in unlawful business practices; (9) is liable for civil penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”); and (10) failed to pay sick pay wages at the correct rate of pay.

11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories of liability are related to Sunny Delight’s alleged unlawful wage and timekeeping policies and practices. Plaintiff alleges that Sunny Delight failed to compensate its non-exempt employees for all time worked. Specifically, Plaintiff alleges that Sunny Delight recorded its employees’ hours to the quarter hour, which means the employees did not have the actual start and stop times recorded and/or paid for.

12. Sunny Delight contends that it compensated Class Members for all of their time worked, and any unpaid time was *de minimis* and therefore non-compensable. Sunny Delight further asserts that Plaintiff would be unable to certify this class given the individualized inquiries that would be required.

13. Plaintiff alleges that throughout the relevant time period, that he and the other non-exempt employees received bonuses and/or other forms of pay not excludable as a matter of law when calculating an employee’s regular rate (“Incentive Pay”). Plaintiff alleges that Sunny Delight failed, however, to include the Incentive Pay when calculating the regular rate of pay for purposes of paying Plaintiff and the other Settlement Class Members’ overtime wages. Accordingly, Plaintiff contends that Sunny Delight did not properly calculate the regular rate of pay for Plaintiff and the other Settlement Class Members, thereby causing them to be underpaid for all their required overtime wages.

14. Sunny Delight contends that Settlement Class members received all overtime wages to which they were entitled.

15. Plaintiff alleges that Sunny Delight is also liable for failing to pay sick pay at the regular rate. Specifically, Labor Code section 246(l) states that “... paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.” Here, Plaintiff alleges that Sunny Delight failed to pay Plaintiff and other former non-exempt employees their sick pay in a manner that fully complies with Labor Code section 246(l) as the bonuses were not included in the rate of pay.

1 16. Sunny Delight asserts it paid sick pay at the appropriate rate of pay. Sunny Delight also
2 argues that this claim is not suitable for class treatment because it would require individualized
3 determinations.

4 17. Plaintiff alleges that he and the Settlement Class Members were not provided with all
5 legally-compliant first meal periods beginning before the end of the fifth hour of work. Specifically,
6 Plaintiff alleges that Sunny Delight failed to meet its obligation of recording the start and stop time for
7 meal periods in approximately 65% of meal enabling shifts. Additionally, Plaintiff contends that Sunny
8 Delight failed to provide second meal periods and that the timekeeping records will support Plaintiff's
9 contentions that meal periods were not provided during the relevant time period were over 10.0 hours.

10 18. Sunny Delight counters that it has always maintained a lawful meal period policy and
11 provided non-exempt employees with an opportunity to take legally compliant meal periods, and any
12 non-compliant meal periods reflected in employee timekeeping records were solely the result of
13 employee choice, rather than any policy or practice of Sunny Delight. Sunny Delight points out that it is
14 only required to "provide" the opportunity to take meal periods, not "ensure" meal periods are taken, and
15 that they have always done so.

16 19. Plaintiff alleges that she and Settlement Class Members were also not authorized and
17 permitted to take all required rest periods due to Sunny Delight's rest period policies and practices.
18 Specifically, Plaintiff alleges that he and other non-exempt employees experienced at least one rest period
19 violation on every shift worked in excess of 3.5 hours, which was majority of the shifts worked.

20 20. Sunny Delight contends it has always maintained and enforced lawful rest period policies
21 and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
22 periods in compliance with California law. Sunny Delight also argues that Plaintiff's rest period claim is
23 inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement
24 Class Member was in fact authorized and permitted to take a compliant rest period, which would devolve
25 into an unmanageable series of mini-trials.

26 21. Plaintiff alleges that Sunny Delight failed to reimburse him and Settlement Class members
27 for necessary business expenditures, including the use of their personal cellular phones for work activities,
28 as required under Labor Code section 2802 and by *Cochran v. Schwan's Home Service, Inc.* (2014) 228

1 Cal.App.4th 1137. Plaintiff contends that Sunny Delight required its non-exempt employees to use their
2 personal cellular phones for work-related purposes but Sunny Delight did not reimburse the putative class
3 members for the cell phones and/or the data usage.

4 22. Sunny Delight argues that any expenses incurred were minimal given the affordability of
5 cellular usage plans. Sunny Delight also argues that this claim is not suitable for class treatment because
6 it would require individualized determinations as to whether each employee used a personal cellular phone
7 and how often.

8 23. Plaintiff further alleges that Sunny Delight issued inaccurate wage statements in violation
9 of Labor Code § 226 as a result of the alleged unpaid wages and meal and rest period premium wages
10 described above. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because
11 the wage statements issued to Settlement Class Members did not include all hours worked and the rate at
12 which they were being paid.

13 24. Sunny Delight argues that its alleged wage statement violations could not be shown to be
14 “knowing and intentional,” and that Plaintiff cannot show that she or any other employee “suffer[ed]
15 injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
16 imposition of penalties.

17 25. Plaintiff alleges that Sunny Delight is also liable for waiting time penalties under Labor
18 Code section 203 as a result of its failure to pay all wages. Based on the data provided by Sunny Delight,
19 there were approximately 59 Settlement Class Members who have separated their employment with Sunny
20 Delight during the relevant time period who could be entitled to waiting time penalties.

21 26. Sunny Delight asserts it has strong defenses to the waiting time claim because there exist
22 good-faith disputes as to Plaintiff’s underlying claims, precluding imposition of penalties.

23 27. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor
24 Code violations.

25 28. Sunny Delight argues that Plaintiff’s PAGA claim will fail for the same reasons that his
26 underlying claims will fail. Sunny Delight also maintains that, given its good faith defenses, this Court
27 would exercise its discretion to substantially reduce any PAGA penalties if it were to find Sunny Delight
28 liable for any of Plaintiff’s claims.

1 29. These considerations not only bore heavily on the negotiations leading to the Settlement,
2 but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of
3 further litigation. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff carefully vetted the
4 claims at issue and conducted a detailed liability analysis of class-wide data to arrive at the calculated
5 damages figures. Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is
6 fair, adequate, and reasonable in view of them.

7 30. After agreeing to participate in early mediation, Sunny Delight informally produced
8 documents and information relevant to the claims alleged in advance of mediation, including without
9 limitation timekeeping and payroll data for a 25% sampling of the putative class. Additionally, Sunny
10 Delight produced information and data points needed for a fruitful mediation, including without limitation,
11 the number of employees, workweeks at issue, pay periods at issue, meal and rest period policies and
12 procedures, and payroll policies. After a review and analysis of the documents and information produced
13 by Sunny Delight, Class Counsel drew on their extensive experience in similar cases to assess the strengths
14 and weaknesses of Plaintiff's case. This discovery allowed the parties to assess the merits and value of
15 Plaintiff's claims and Sunny Delight's defenses thereto, if a settlement could not be reached.

16 31. On October 20, 2023, after research and analysis, a mediation was held with Jeffrey
17 Krivis, Esq. a well-respected wage and hour class action mediator. During mediation, the Parties
18 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and
19 the legal basis for the claims and defenses. Ultimately, the parties agreed in principle on a class-wide
20 resolution. In the weeks that followed, the parties finalized the terms of settlement and executed the
21 Stipulation of Class and PAGA Action Settlement ("Settlement").

22 32. Plaintiff submitted the Settlement to the Court with his Motion for Preliminary Approval
23 on January 4, 2024. On July 26, 2024, Plaintiff submitted a supplemental brief in support of his Motion
24 for Preliminary Approval to address the issues identified in the Court's tentative ruling. Then on
25 November 19, 2024, Plaintiff submitted a further supplemental brief in support of his Motion for
26 Preliminary Approval. On December 16, 2024, the Court issued an order Granting Preliminary Approval
27 of the Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting
28 Preliminary Approval.

1 33. The Settlement Class encompasses:

2 All current and former hourly-paid non-exempt employees who are or previously
3 were employed by Defendant Sunny Delight Beverages Co. who worked at any
4 time in California during the Class Period.

5 The "Class Period" is defined as September 14, 2018 through December 31, 2023.

6 Further, at the time of preliminary approval, Plaintiff estimated the Settlement Class to be
7 162. After receiving the Class Data from Defendant, the class size only slightly increased by 2 to 164.
8 Therefore, there was no significant change in the estimations provided at the time of preliminary approval
9 and now at final approval.

10 34. After disbursement, Settlement Class Members will have 180 days to cash their checks.
11 Funds remaining unclaimed will be transferred to the California State Controller's Office – Unclaimed
12 Property Fund in the name of the corresponding Settlement Class Member(s).

13 35. Moreover, in my experience in wage and hour class action matters similar to this one, fee
14 awards generally average around one-third of the gross recovery.

15 36. My law firm's and co-counsel's work on this case includes, but is not limited to: Class
16 Counsel's efforts have included conducting pre-filing investigation, analyzing Plaintiff's claims,
17 conducting legal research, reviewing Sunny Delight's documents and policies, analyzing Plaintiff's and
18 settlement class members' timekeeping data and payroll records, preparing for and attending mediation,
19 negotiating and revising the long-form Settlement, drafting and executing the addendum, drafting and
20 executing the second addendum, preparing this Motion, and otherwise litigating the case.

21 37. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over
22 one year without receiving any compensation to date. To date, my law firm and co-counsel's firm, Haines
23 Law Group, APC have incurred \$20,123.72 in out-of-pocket costs reasonably incurred in litigating this
24 matter, which includes costs associated with filing the instant motion. Attached hereto as **Exhibit B** is
25 an Expense Summary reflecting these costs, which include but are not limited to: filing fees, messenger
26 fees, service fees, copying costs, mediation fees, and postage. A true and correct copy of my firm's
27 invoice from the retained expert, Berger Consulting Group, who provided services of analyzing the
28 timekeeping and payroll data for mediation purposes is attached hereto as **Exhibit C**.

1 38. My experience in matters similar to this one was integral in evaluating the strengths and
2 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
3 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
4 federal law, as well as the procedural law of class action litigation. This case involved legal issues
5 including questions surrounding the propriety of statutory penalties, to name just a few.

6 39. Given the considerable potential for adverse outcomes in this case, including, but not
7 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
8 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other
9 practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated
10 for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not
11 responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if
12 Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in
13 this matter, my firm and co-counsel firm will have litigated this case for well over two years with no
14 payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed
15 above, Class Counsel has advanced a total of \$20,123.72 in out-of-pocket costs reasonably incurred in
16 litigating this matter, which includes costs associated with filing the instant motion, on a contingency
17 basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did
18 not prevail in this lawsuit.

19 40. I have reviewed and itemized by categories of activities the attorney hours spent by my
20 firm and my co-counsel on this matter. A true and correct copy of my law firm and co-counsel's billing
21 summary, itemized by categories of activities, together with hourly billing rate information is attached
22 hereto as **Exhibit D**. The names that correspond with the billing initials identified in Exhibit D are
23 summarized below. In this case Class Counsel have a lodestar of **\$204,985.00** which results in a
24 multiplier of 1.38 compared to the \$283,333.33 fee request. The following is a summary showing the
25 number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm
26 on this case:

27 //

Name	Billing Initials	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25th Year Attorney)	SML	\$900	78.3	\$70,470.00
Elizabeth Nguyen (17th Year Attorney) Former Shareholder	EN	\$800	40.2	\$32,160.00
Paul K. Haines (16th Year Attorney)	PKH	\$800	18.1	\$14,480.00
Milan Moore (7th Year Attorney)	MM	\$650	131.1	\$85,215.00
Paralegals	DJ/MA	\$175	15.2	\$2,660.00
Total Lodestar				\$204,985.00

41. My proposed hourly rate of \$900, Ms. Nguyen's (former partner) proposed hourly rate of \$800, Mr. Haines' proposed hourly rate of \$800, and Ms. Moore's proposed hourly rate of \$650 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit E**. Based on the *Laffey* Matrix, the hourly rate for a 23rd year attorney is \$997, the hourly rate for a 16th year attorney is \$829, and the hourly rate for a 6th year attorney is \$508.

42. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*, No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee

1 recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award
2 of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716,
3 December 26, 2000) (33-13% of the settlement)

4 43. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the
5 common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No.
6 RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust*
7 *Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian, Los Angeles Sup. Ct.*, Nov. 19, 1990,
8 Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No.
9 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105
10 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-
11 56886 (40%).

12 44. Plaintiff has provided written approval of the split of attorneys' fees in this action, with
13 40% to Lidman Law, APC and 60% to Haines Law Group, APC. Further, being a private law practice
14 my firm can only properly litigate a limited number of cases at one time. The professional demands of
15 this case were significant, including a significant number of hours of attorney and paralegal time. This
16 litigation precluded my firm from other employment due to the time and financial commitments required
17 by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only
18 compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the
19 requested fees are reasonable.

20 45. Plaintiff seeks a service award of \$7,500.00 and believes this request is reasonable given
21 Plaintiff's efforts in this case and the risks she undertook on behalf of Class Members. Plaintiff gathered
22 documents for use in the lawsuit, and worked with Class Counsel on the case, including preparing for
23 mediation and discussing the case, the merits, the defenses, and settlement. Further, Plaintiff understood
24 the risk that she could be liable for Sunny Delight's costs if he lost the case and accepted this risk because
25 he wanted Sunny Delight to compensate its current and former employees for unpaid wages. In addition,
26 Plaintiff understood that the lawsuit is a matter of public record and being part of the could stigmatize
27 him and/or affect future employment. Plaintiff estimates he spent approximately 8-10 hours on activities
28 related to this case. Additionally, Plaintiff has agreed to a general release and 1542 waiver.

1 46. Plaintiff submitted copies of the Settlement Agreement, Addendum to the Settlement,
2 Second Addendum to the Settlement, and Order Granting Preliminary Approval to the LWDA on January
3 4, 2024, July 26, 2024, November 19, 2024 and December 16, 2024, respectively. A true and correct
4 copy of the proof of service is attached hereto as **Exhibit F, G, H, and I respectively**.

5 47. Pursuant to Labor Code § 2699(1)(2), Plaintiff is submitting a copy of the Motion for Final
6 Approval and all supporting documents via the LWDA's website on the same date that it is filing this
7 motion and will file a supplemental proof of service after the Motion for Final Approval and all supporting
8 documents are submitted to the LWDA.

9 48. As stated on the Notice of Pendency to Class Action and Proposed Settlement mailed to
10 class members, the final judgment entered by the Court will be posted on the Settlement Administrator's
11 website at lopez-v-sunny-delight.phoenixcases.com.

12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct.

14 Executed on April 2, 2025, at El Segundo, California.

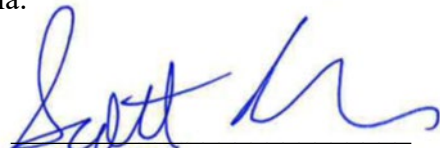
15
16 
17 Scott M. Lidman

EXHIBIT A

EXHIBIT A

**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. CX104]*

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

[FAC Filed: November 21, 2022]

[Complaint Filed: September 14, 2022]

1 The Motion of Plaintiff Rene Lopez ("Plaintiff") for Preliminary Approval of Class Action
2 Settlement came on regularly for hearing before this Court on December 12, 2024 at 2:00 p.m. The
3 Court, having considered the proposed Stipulation of Class and PAGA Action Settlement attached
4 hereto as **Exhibit A** and the Second Addendum to the Stipulation of Class and PAGA Action
5 Settlement attached hereto as **Exhibit B** (collectively, the "Settlement") filed concurrently with the
6 Motion for Preliminary Approval of Class Action Settlement; having considered Plaintiff's Motion,
7 Memorandum of Points and Authorities in support thereof, and supporting declarations filed
8 therewith; the supplemental filings in support thereof; and good cause appearing, HEREBY ORDERS
9 THE FOLLOWING:

10 1. The Court GRANTS preliminary approval of the class action settlement as set forth in
11 the Settlement and finds its terms to be within the range of reasonableness of a settlement that
12 ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes of the
13 Settlement, the Court finds that the proposed Settlement Class is ascertainable and that there is a
14 sufficiently well-defined community of interest among the members of the Settlement Class in
15 questions of law and fact. The Court finds that the settlement is fair, adequate and reasonable and in
16 the best interests of the class members. Therefore, for settlement purposes only, the Court grants
17 conditional certification of the following Settlement Class:

18 All current and former hourly-paid non-exempt employees who are or
19 previously were employed by Defendant Sunny Delight Beverages Co. who
20 worked at any time in California during the Class Period. For purposes of this
21 Settlement Agreement, the "Class Period" is defined as of September 14, 2018
22 through December 31, 2023, or the date the Court enters an Order Granting
23 Preliminary Approval, whichever is sooner, unless Defendant elects to close the
24 Class Period earlier pursuant to the Escalator Clause.

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

26 All current and former hourly-paid non-exempt employees of Defendant Sunny
27 Delight Beverages Co., who worked at any time during the PAGA Period. For
28 purposes of this Settlement Agreement, the "PAGA Period" shall mean the time
period between September 14, 2021 and December 31, 2023, or the date the
Court enters an Order Granting Preliminary Approval, whichever is sooner,
unless Defendant elects to close the PAGA Period earlier pursuant to the
Escalator Clause.

///

1 2. For purposes of the Settlement, the Court preliminarily designates named Plaintiff
2 Rene Lopez as Class Representative, and preliminarily designates Scott M. Lidman and Milan Moore
3 of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

4 3. The Court conditionally designates Phoenix Settlement Administrators ("Phoenix") as
5 the third-party Settlement Administrator for mailing notices.

6 4. The Court approves, as to form and content, the following documents known as the
7 Notice Packet to be mailed to the Settlement Class in both English and Spanish:

- 8 a. Notice of Pendency of Class Action and Proposed Settlement;
- 9 b. Notice of Individual Settlement Award;
- 10 c. Request for Exclusion Form;
- 11 d. Objection Form.

12 The English version of the Notice Packet is attached as **Exhibit C**. The Certified Spanish translated
13 version of the Notice Packet is attached as **Exhibit D**.

14 5. The Court finds that the form of notice to the Settlement Class regarding the pendency
15 of the action and of the Settlement, and the methods of giving notice to Settlement Class members,
16 constitutes the best notice practicable under the circumstances, and constitute valid, due, and
17 sufficient notice to all members of the Settlement Class.

18 6. The Court further approves the procedures for Settlement Class members to submit
19 disputes, opt out of or object to the Settlement, as set forth in the Settlement and the Notice of
20 Pendency of Class Action and Settlement.

21 7. The Court orders the Settlement Administrator to mail the Notice of Pendency of
22 Class Action and Settlement and Notice of Individual Settlement Award to all of the Class members
23 in accordance with the terms of the Settlement, and to otherwise administer the Settlement in
24 accordance with its terms.

25 8. The Final Approval Hearing on the question of whether the Settlement should be
26 finally approved as fair, reasonable, and adequate is scheduled in Department CX 104 of this Court,
27 located at 751 West Santa Ana Blvd, Santa Ana, CA 92701 on April 24, 2025 at 2:00 p.m.
28

9. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement of \$850,000.00 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees of up to \$283,333.33, reimbursement of litigation expenses of up to \$28,000.00, an enhancement award to Plaintiff of up to \$7,500.00, Labor Code Private Attorneys General Act ("PAGA") penalties settlement of \$40,000 (of which \$30,000.00 shall be paid to the Labor and Workforce Development Agency ("LWDA")), and settlement administration fees and costs of up to \$8,500.00 should be granted. At the Final Approval Hearing, the Court will also consider any requests for exclusions, objections, and workweek disputes.

10. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's enhancement award, settlement administration costs, and payment to the LWDA for PAGA penalties at least 16 court days before the Final Approval Hearing and shall also serve all documents on the LWDA at the time the Motion for Final Approval is filed.

11. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	20 calendar days after issuance of the preliminary approval order
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Information from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	16 Court days prior to Final Approval Hearing
Final Fairness Hearing:	April 24, 2025 at 2:00 p.m.

12. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

1 13. The court retains jurisdiction pursuant to Civil Procedure Code section 664.6 to
2 enforce the Settlement.

3 **IT IS SO ORDERED.**

4 Dated: December 16, 2024



5 _____
6 Melissa R. McCormick
7 Judge of the Superior Court
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

EXHIBIT A

STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT

This Stipulation of Settlement (this “Settlement Agreement” or the “Settlement”) is reached by and between Plaintiff Rene Lopez (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Sunny Delight Beverages Co. (“Sunny Delight” or “Defendant”), on the other hand. Plaintiff and Sunny Delight are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC (collectively, “Class Counsel”). Sunny Delight is represented by Christina Tellado and Samuel J. Stone of Holland & Knight LLP.

On September 14, 2022, Plaintiff filed a Complaint against Defendant in Orange County Superior Court, in the matter entitled *Rene Lopez v. Sunny Delight Beverages Co.*, Case No. 30-2022-01280502-CU-OE-CXC (the “Action”). On November 21, 2022, Plaintiff filed a First Amended Complaint alleging that Sunny Delight: (i) failed to pay all minimum wages owed; (ii) failure to pay all overtime wages owed; (iii) failed to provide meal periods, or premium pay for non-compliant meal periods; (iv) failed to authorize and permit rest periods, or premium pay for non-compliant rest periods; (v) failure to reimburse necessary business expenses; (vi) failed to issue accurate, itemized wage statements; (vii) failed to pay all wages due upon termination; (viii) engaged in unfair business practices premised on the facts, claims, causes of action or legal theories described above; and (vi) is liable for civil penalties pursuant to the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”) as a result of the aforementioned alleged violations of the California Labor Code.

Sunny Delight denies Plaintiff’s claims in the Action in their entirety and denies that the Action is suitable for treatment as a class action or on any representative basis.

Given the uncertainty and cost of litigation, Plaintiff and Sunny Delight wish to settle the Action and the Released Class Claims (defined below), both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Sunny Delight agree as follows:

1. **Second Amended Complaint.** Within thirty (30) days of the full execution of this Stipulation of Class and PAGA Settlement, the Parties shall enter into a Joint Stipulation, subject to Court approval, which shall permit Plaintiff to file an amended complaint to add class allegations for the failure to pay sick pay wages at the regular rate of pay and to add, after the PAGA exhaustion period has expired, an allegation that the PAGA cause of action is also based on the alleged failure to pay sick pay wages at the regular rate of pay.

2. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Sunny Delight stipulate to the certification of the following Settlement Class:

All current and former hourly-paid non-exempt employees who are or previously were employed by Defendant Sunny Delight Beverages Co. who worked at any time in California during the Class Period.

For purposes of this Settlement Agreement, the “Class Period” is defined as of September 14, 2018 through December 31, 2023, or the date the Court enters an Order Granting Preliminary Approval, whichever is sooner, unless Defendant elects to close the Class Period earlier pursuant to the Escalator Clause at Section 5(f), below).

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible, void ab initio, and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

3. **PAGA Employees.** For the purposes of this Settlement Agreement only, Plaintiff and Sunny Delight stipulate to the following definition of PAGA Employees:

All current and former hourly-paid non-exempt employees of Defendant Sunny Delight Beverages Co., who worked at any time during the PAGA Period.

For purposes of this Settlement Agreement, the “PAGA Period” shall mean the time period between September 14, 2021 and December 31, 2023, or the date the Court enters an Order Granting Preliminary Approval, whichever is sooner, unless Defendant elects to close the PAGA Period earlier pursuant to the Escalator Clause at Section 5(f), below).

4. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely discharge Sunny Delight, its past and present corporate affiliates, subsidiaries, divisions, related entities, divested businesses and business units, and the board members, officers, employees, agents, representatives, insurers and attorneys (collectively, the “Released Parties”), as follows:

- A. Settlement Class Members’ Release: Settlement Class Members and Plaintiff will release any and all claims, demands, rights, liabilities and causes of action that were pled or could have been pled based on the factual allegations contained the Complaints in the Action (including the contemplated Second Amended Complaint) under any state law, federal law, common law, equity or other theory arising in any way from the facts alleged in the Complaints that arose during the Class Period with respect to the following claims: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to reimburse necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) failure to pay all wages upon termination; (h) failure to pay sick leave at the regular rate of pay; and (i) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (or predicated on violations of any state and/or federal law alleged

in the Complaints including the Cal. Code of Regulations, Title 8, Sections 11000, et seq., any applicable Wage Order, and/or the California Labor Code) (collectively, the "Released Class Claims"). Notwithstanding the foregoing, the Released Class Claims do not include claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims outside of the Class Period, class claims not based on the facts alleged in the Complaints, and any individual claim under the Section 16(b) of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b), as to a Class Member who does not opt-in to the Settlement by cashing, depositing or endorsing his or her Settlement Award.

Settlement Class Member who timely cash or otherwise negotiate their Settlement Award will be deemed to have opted into the Action for purposes of releasing claims under federal law, as to those Class Members, the Released Class Claims include any and all claims the Settlement Class Members may have under the federal FLSA arising under the alleged claims during the Class Period. Only those Settlement Class Members who timely cash or otherwise negotiate their Settlement Award will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law. The following language will be printed on the reverse of each Settlement Award, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Pendency of Class Action and Proposed Class and PAGA Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the *Rene Lopez v. Sunny Delight Beverages Co.*, Case No. 30-2022-01280502-CU-OE-CXC, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

The time period for the release of the Released Class Claims against the Released Parties shall be the same time period as the Class Period.

- B. PAGA Release: PAGA Employees, including Plaintiff and those who timely and properly submit a Request for Exclusion as set forth below, will release and discharge Defendant and the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004, as asserted in the operative complaint that arose during the PAGA Period premised on the facts, claims, causes of action or legal theories described in the Released Class Claims and alleged in the letters to the LWDA dated September 14, 2022 and November 15, 2023) (collectively, the "PAGA Released Claim"). The time period for the release of the PAGA Release against the Released Parties shall be the same time period as the PAGA Period. PAGA Employees may not opt-out of the PAGA Release.

- C. General Release by Plaintiff: In consideration for Defendant's promises and obligations under this Agreement, Plaintiff agrees to a general and comprehensive release of all of his known and unknown claims against the Released Parties, including, without limitation, all claims that were or could have been alleged in the Complaints in the Action under any state law, federal law, common law, equity or other theory arising in any way out of Plaintiff's employment with Defendant or any of the Released Parties. As part of this release, Plaintiff further releases all unknown claims against Defendant and any of the Released Parties, covered by California Civil Code Section 1542, which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiff understands that he is an individual, a "creditor" and "releasing party" within the meaning of Civil Code section 1542, and thereby expressly waives and relinquishes any and all rights and benefits under Section 1542 of the Civil Code of the State of California and under any statute, rule, or principle of common law or equity, of any jurisdiction, that is similar to Section 1542.

Notwithstanding the foregoing, the waiver and releases in this Agreement do not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising after this Agreement is executed by Plaintiff; (iii) rights or claims arising out of this Agreement related to the enforcement thereof. The Agreement in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

Plaintiff also agrees to not request an exclusion from this Settlement, nor shall Plaintiff object to any portion of the Settlement. Any Incentive Award approved by the Court will result in the issuance of a Form 1099 to the class representative, who shall assume full responsibility and liability for the payment of taxes due on such award.

- D. The releases identified herein shall become effective on Effective Date set forth in Section 5.B. below, provided Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes pursuant to the terms of this Agreement (the "Effective Date of the Releases"). Upon the Effective Date of the Releases, all Settlement Class Members shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Class Claims, and all PAGA Employees and the State of California shall be deemed to have, and by operation of the Judgment shall have, released, waived and relinquished the PAGA Released Claim.

5. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a "Gross Settlement Amount" of Eight Hundred Fifty Thousand Dollars (\$850,000) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement. All settlement administration costs shall be paid from the Gross Settlement Amount.
- B. This Settlement shall become effective on the "Effective Date" which is defined as the latter of: (a) the Court's final approval of the Settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.
- C. Defendant shall deposit the Gross Settlement Amount (including one-third of any increase to the Gross Settlement Amount pursuant to the Escalator Clause if such increase is triggered and elected by Defendant pursuant to Section 5(f), below) and Defendant's share of all payroll taxes on the portion allocated as wages into a Qualified Settlement Fund established by the Settlement Administrator within (30) days of the Effective Date.
- D. This is a **non-reversionary** settlement. The Gross Settlement Amount includes:
 - (1) All payments to the Settlement Class Members;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00);
 - (3) An amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff's Class Representative Service Award, in recognition of his contributions to the Action, and his service to the Settlement Class and Plaintiff's additional releases. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and this Settlement shall remain binding;
 - (4) Up to one-third of the Gross Settlement Amount (including one-third of any increase to the Gross Settlement Amount pursuant to the Escalator Clause) in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Eight Thousand Dollars and Zero Cents (\$28,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class

Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and

- (5) Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount has been set aside by the Parties as "PAGA Civil Penalties". Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty Thousand Dollars and Zero Cents (\$30,000.00) will be payable to the Labor & Workforce Development Agency (the "LWDA"), and the remaining twenty-five percent (25%), or Ten Thousand Dollars and Zero Cents (\$10,000.00), will be payable to PAGA Employees as the "PAGA Amount," as described below.
- E. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount and is due within (30) days after the Effective Date.
- F. **Escalator Clause.** Defendant represents there are approximately 153 Class Members who worked 19,611 Workweeks between September 14, 2018 and October 10, 2023, the date of the Parties' mediation. If the actual number of Workweeks during the Class Period is more than 10% greater than this figure (i.e., there are 21,572 or more Workweeks worked by the Class Members, Defendant will either, at its option to either: (1) increase the Gross Settlement Amount by a proportional amount above the 10% figure (i.e., if there was 11% increase in the number Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%); or (2) elect to shorten the Class Period, PAGA Period, and release periods to end on the date on which the aggregate workweeks is closest to without exceeding 21,572 workweeks worked by the Class Members.
- (1) Within ten (10) business days of the Settlement Administrator's receipt of the Class Data, the Settlement Administrator shall notify Defendant's counsel and Class Counsel if the Escalator Clause is triggered. In the event the Escalator Clause is triggered, Defendant shall notify Plaintiff's counsel of its election to increase the Gross Settlement Amount or shorten the relevant release periods, as set forth in Section 5.F. above, within seven (7) business days of notification that the Escalator Clause is triggered.

6. **No Undue Publicity.** Except as required to obtain preliminary or final approval in this case or to carry out their duties as the Class Representative or Class Counsel, Plaintiff and Class Counsel agree not to publicize the amount or other terms of this settlement to any person. Nothing herein will restrict Class Counsel from indicating publicly available information regarding the settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

7. **Payments to the Settlement Class.** Settlement Class Members are not required to submit a claim form to receive a payment (the "Settlement Award") from the Net Settlement Amount (as defined below). Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, the Settlement Administrator's fees and expenses for administration, and the amount designated as PAGA Civil Penalties. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member's Settlement Award based on the following formula:
 - i. Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Settlement Class Members who worked during the Class Period.
 - b. PAGA Amount: Ten Thousand Dollars and Zero Cents (\$10,000.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Employees.
- C. Within ten (10) calendar days following Sunny Delight fully funding the Gross Settlement Amount and required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Sunny Delight's counsel.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: For Settlement Class Members, sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. All PAGA penalties shall be designated as 100% penalties and reported on an IRS Form 1099. If an PAGA Employee submits a timely and valid Request for Exclusion (and is therefore not a Settlement Class Member), the PAGA Employee's Settlement Award shall be designated as one hundred percent (100%) penalties and reported on an IRS Form 1099. The Settlement Administrator will be responsible

for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Each Settlement Class Member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any Settlement Award returned to the Settlement Administrator as non-delivered on or before the 180-day deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within 5 business days of receiving the returned Settlement Payment.

- E. Any funds payable to Settlement Class Members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State-Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class Member.
- F. Neither Plaintiff nor Sunny Delight shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

8. **Attorneys' Fees and Costs.** Sunny Delight will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount (including one-third of any increase of the Gross Settlement Amount pursuant to the Escalator Clauses above if triggered and such increase is elected by Defendant); the award of attorneys' fees is currently estimated to be Two Hundred Eighty-Three Thousand Thirty-Three Dollars and Thirty-Three Cents (\$283,333.33). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Twenty-Eight Thousand Dollars and Zero Cents (\$28,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

9. **Class Representative Service Award.** Sunny Delight will not object to a request for a Class Representative Service Award up to Seven Thousand Five Hundred Dollars and Zero Cents

(\$7,500.00) to Plaintiff for his time and risk in prosecuting this case, his service to the Settlement Class, and his additional releases. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class Member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

10. **Settlement Administrator.** Sunny Delight agrees to the appointment of Phoenix Settlement Administrators as the Settlement Administrator. Defendant will not object to Plaintiff's request to pay the Settlement Administrator Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00) from the Gross Settlement Amount for its services. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Sunny Delight's share of taxes payable on the wages, which shall be paid by Sunny Delight separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class Members.

11. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Milan Moore and Elizabeth Nguyen of Lidman Law, APC as Class Counsel;
- C. Appointing Rene Lopez as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Pendency of Class Action and Proposed Class and PAGA Settlement, Notice of Individual Settlement Award, Request for Exclusion Form, and Objection Form, drafts of which are attached collectively hereto as **Exhibit A**), and directing the mailing of same in both Spanish and English; and
- G. Scheduling a Final Approval hearing.

12. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within twenty (20) calendar days after entry of an order preliminarily approving this Settlement Agreement, Sunny Delight will provide the Settlement

Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment and/or sufficient information for the Settlement Administrator to determine the number of Workweeks for each Settlement Class Member and agrees to make best efforts to provide this information in excel format (collectively referred to as the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class Member; and (iv) mail a Notice Packet in both English and Spanish to each Settlement Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Notice Packet shall state that Settlement Class Members who submit a Request for Exclusion by the Response Deadline shall remain a PAGA Employee, bound by the PAGA Release, and receive a portion of the PAGA Amount. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class Member's telephone number and last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement, except insofar as such Settlement Class Member is a PAGA Employee, nor shall any such individual have any right to object, appeal or comment thereon.

- ii. Defendant shall retain the right, in the exercise of its sole discretion, to nullify this Settlement in the event that more than ten percent (10%) of the Class Members submit a timely and valid Request for Exclusion. Defendant must provide written notice to Class Counsel of its withdrawal not later than seven (7) business days after the Response Deadline. If Defendant exercises this right, it shall be solely responsible for the costs incurred for settlement administration up to the date of nullification. Should Defendant exercise this right, neither this Agreement, nor the fact such Agreement was reached, shall be used in any subsequent proceeding for purposes of establishing liability or damages, and this Agreement shall be considered null and void *ab initio*.
- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Sunny Delight's counsel) or by appearing at the Final Fairness Hearing to object orally personally or through counsel. Sunny Delight's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class Member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class Member for purposes of the objection; (2) a concise statement of the objection, including the factual basis for it; and (3) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing irrespective of whether they submitted any written objections.
- E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Settlement Award, including the Settlement Class Member's number of workweeks worked during the Class Period. Settlement Class Members will have the opportunity, should they disagree with Sunny Delight's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class Member and the Parties, unless the Court determines otherwise.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address

affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class Member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, the Settlement Administrator shall continue to locate an updated address up to and including the Response Deadline to re-mail the Notice Packet. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Sunny Delight's Counsel to provide notice of the proposed settlement.

13. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769 and posting notice of the judgment on a static website created and maintained by the Settlement Administrator.

14. **No Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Sunny Delight and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that the Settlement Class or any Settlement Class Member has suffered any damage. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement.

The Parties understand and agree that this Settlement Agreement is the result of a good faith compromise of disputed claims, and no part of this Settlement Agreement, or any conduct or written or oral statements made in connection with this Settlement Agreement, whether or not the settlement is finally approved and/or consummated, or the negotiations leading to the Settlement Agreement, or any document filed or exchanged in support thereof, including any prior Memoranda of Understanding, should be construed as an admission or concession of any kind by Defendant or of any of the Released Parties. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

15. **Legal Developments.** The Parties agree that Plaintiff will submit to the Court a motion for preliminary approval of this Settlement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Claims.

16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. **Attorneys' Fees.** In the event of any dispute arising out of the interpretation, performance, or breach of any provision of this Settlement Agreement, the prevailing party in such dispute(s) shall be entitled to recover her and/or its reasonable attorneys' fees and costs incurred arising from such dispute. Both Parties agree that the forum for such disputes shall be the Court in which this Action is pending. This provision only applies to the Parties identified in this Settlement Agreement and does not apply to the unidentified Settlement Class Members or PAGA Employees.

18. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Christina Tellado and Samuel J. Stone of Holland & Knight LLP,
1901 Avenue of the Stars Suite 1200, Los Angeles, CA 90067;
Christina.Tellado@hklaw.com and Sam.Stone@hklaw.com

if to Plaintiff: Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman
Law, APC, 2155 Campus Drive, Suite 150, El Segundo, California
90245; slidman@lidmanlaw.com and enguyen@lidmanlaw.com

Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive,
Suite 180, El Segundo, California 90245;
phaines@haineslawgroup.com

19. **Cooperation and Attorney Authorization.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed. The Parties further agree that they authorize their attorneys to execute

any subsequent amendments to this Agreement as may be required by the Court to secure preliminary or final approval of the same.

20. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

21. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: 12/13/2023

DEFENDANT SUNNY DELIGHT BEVERAGES
CO.

DocuSigned by:
By: Dennis Dolan
5006E0A816BF4FB...
Its: Assistant Secretary

DATED:

PLAINTIFF RENE LOPEZ

By: _____
Plaintiff and Settlement Class Representative

any subsequent amendments to this Agreement as may be required by the Court to secure preliminary or final approval of the same.

20. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

21. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED:

DEFENDANT SUNNY DELIGHT BEVERAGES
CO.

By: _____

Its: _____

DATED: 12/19/2023

PLAINTIFF RENE LOPEZ

By:  _____
Rene Lopez (Dec 19, 2023 12:02 PST)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 12/12/2023

HOLLAND & KNIGHT LLP

DocuSigned by:
By: Christina T. Tellado
Christina Tellado
Samual J. Stone

Attorneys for Defendant SUNNY DELIGHT
BEVERAGES CO.

DATED:

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiff RENE LOPEZ

DATED:

LIDMAN LAW, APC

By: _____
Scott M. Lidman
Attorneys for Plaintiff RENE LOPEZ

APPROVED AS TO FORM:

DATED:

HOLLAND & KNIGHT LLP

By: _____

Christina Tellado

Samual J. Stone

Attorneys for Defendant SUNNY DELIGHT
BEVERAGES CO.

DATED: 12/19/23

HAINES LAW GROUP, APC

By:  _____

Paul K. Haines

Attorneys for Plaintiff RENE LOPEZ

DATED: 12/19/23

LIDMAN LAW, APC

By:  _____

Scott M. Lidman

Attorneys for Plaintiff RENE LOPEZ

EXHIBIT B

EXHIBIT B

**SECOND ADDENDUM TO THE STIPULATION OF CLASS
AND PAGA ACTION SETTLEMENT**

This Second Addendum to the Stipulation of Class and PAGA Action Settlement ("Addendum") is made and entered into between Plaintiff Rene Lopez ("Plaintiff"), individually and on behalf of all members of the Settlement Class and Defendant Sunny Delight Beverages Co. ("Sunny Delight" or "Defendant") (collectively the "Parties") pursuant to Paragraph 16 of the Stipulation of Class and PAGA Action Settlement ("Stipulation").

This Second Addendum incorporates by reference all terms and conditions of the Stipulation executed by the Parties on or about December 19, 2023. But for those specific terms and conditions that this Second Addendum modifies, all terms and conditions in the Stipulation will remain effective and enforceable provided the Court approves the Stipulation as amended. Any inconsistencies or differences between this Second Addendum and the Stipulation of Class and PAGA Action Settlement will be interpreted and construed in favor of this Second Addendum.

Paragraph 4.A is hereby superseded and replaced by the following language:

- A. Settlement Class Members' Release: Settlement Class Members and Plaintiff will release any and all claims, demands, rights, liabilities and causes of action that were pled or reasonably could have been pled based on the factual allegations contained the Second Amended Complaint under any state law, federal law, common law, equity or other theory that arose during the Class Period with respect to the following claims: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to reimburse necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) failure to pay all wages upon termination; (h) failure to pay sick leave at the regular rate of pay; and (i) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (or predicated on violations of any state and/or federal law alleged in the Complaints including the Cal. Code of Regulations, Title 8, Sections 11000, et seq., any applicable Wage Order, and/or the California Labor Code) (collectively, the "Released Class Claims"). Notwithstanding the foregoing, the Released Class Claims do not include claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims outside of the Class Period, class claims not based on the facts alleged in the Complaints, and any individual claim under the Section 16(b) of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b), as to a Class Member who does not opt-in to the Settlement by cashing, depositing or endorsing his or her Settlement Award.

Settlement Class Member who timely cash or otherwise negotiate their Settlement Award will be deemed to have opted into the Action for purposes of releasing claims under federal law, as to those Class Members, the Released Class Claims include any and all claims the Settlement Class Members may have under the federal FLSA

arising under the alleged claims during the Class Period. Only those Settlement Class Members who timely cash or otherwise negotiate their Settlement Award will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law. The following language will be printed on the reverse of each Settlement Award, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Pendency of Class Action and Proposed Class and PAGA Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the *Rene Lopez v. Sunny Delight Beverages Co.*, Case No. 30-2022-01280502-CU-OE-CXC, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

The time period for the release of the Released Class Claims against the Released Parties shall be the same time period as the Class Period.

Paragraph 4.B is hereby superseded and replaced by the following language:

PAGA Release: PAGA Employees, including Plaintiff and those who timely and properly submit a Request for Exclusion as set forth below, will release and discharge Defendant and the Released Parties from all civil penalties available under PAGA based on the facts alleged in the operative complaint and alleged in the letters to the LWDA dated September 14, 2022 and November 15, 2023 (collectively, the "PAGA Released Claim"). The time period for the release of the PAGA Release against the Released Parties shall be the same time period as the PAGA Period. PAGA Employees may not opt-out of the PAGA Release.

Paragraph 4.D is hereby superseded and replaced by the following language:

The releases identified herein shall become effective on the date Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes pursuant to the terms of this Agreement (the "Effective Date of the Releases"). Upon the Effective Date of the Releases, all Settlement Class Members shall be deemed to have, and by operation of Judgment shall have, released, waived and relinquished the Released Class Claims, and all PAGA Employees and the State of California shall be deemed to have, and by operation of the Judgment shall have, released, waived and relinquished the PAGA Released Claim.

Paragraph 12.D is hereby superseded and replaced by the following language:

Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Sunny Delight's counsel) or by appearing at the Final Fairness Hearing to object orally personally or through counsel. Sunny

Delight's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class Member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class Member for purposes of the objection; (2) a concise statement of the objection; and (3) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing irrespective of whether they submitted any written objections.

Paragraph 12.E is hereby superseded and replaced by the following language:

Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Settlement Award, including the Settlement Class Member's number of workweeks worked during the Class Period. Settlement Class Members will have the opportunity, should they disagree with Sunny Delight's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Parties shall file with the Court all disputes submitted by class members, including the evidence submitted and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding claim disputes, the Court may review any initial decision made by the Settlement Administrator regarding a claim dispute. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. In the absence of a dispute, the Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class Member and the Parties, unless the Court determines otherwise.

The attached **Exhibit A** (the Notice of Pendency of Class Action and Proposed Class and PAGA Settlement, Notice of Individual Settlement Award, Request for Exclusion Form, and Objection Form) hereby supersedes and replaces the Notice Packet attached as Exhibit A to the Settlement Agreement.

IT IS SO STIPULATED AND AGREED UPON BY THE PARTIES:

DATED:

DEFENDANT SUNNY DELIGHT BEVERAGES
CO.

By: _____

Its: _____

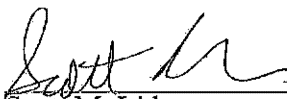
DATED: Nov 11, 2024

PLAINTIFF RENE LOPEZ

By:  _____
Rene Lopez (Nov 11, 2024 12:03 PST)
Plaintiff and Settlement Class Representative

Dated: November 11, 2024

LIDMAN LAW, APC

By:  _____
Scott M. Lidman
Attorneys for Plaintiff

HOLLAND & KNIGHT LLP.

Dated: _____, 2024

By: _____
Samuel J. Stone
Attorneys for Defendant

IT IS SO STIPULATED AND AGREED UPON BY THE PARTIES:

DATED: 11/8/2024

DEFENDANT SUNNY DELIGHT BEVERAGES
CO.

Signed by:
By: Chris Conley
909C4442F3D245D...
Its: CFO

DATED:

PLAINTIFF RENE LOPEZ

By: _____
Plaintiff and Settlement Class Representative

Dated: _____, 2024

LIDMAN LAW, APC

By: _____
Scott M. Lidman
Attorneys for Plaintiff

HOLLAND & KNIGHT LLP.

Dated: 11/8/2024, 2024

DocuSigned by:
By: Sam Stone
B766D2EB268445C...
Samuel J. Stone
Attorneys for Defendant

EXHIBIT C

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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,

Defendants.

Case No. 30- 2022-01280502-CXC

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED CLASS AND
PAGA SETTLEMENT**

To: All current and former hourly-paid non-exempt employees who are or previously were employed by Defendant Sunny Delight Beverages Co. who worked at any time in California during the Class Period. The "Class Period" is defined as September 14, 2018 through <<December 31, 2023 or the date the Court enters an Order Granting Preliminary Approval, whichever is sooner, unless Defendant elects to close the Class Period pursuant to the Escalator Clause>>. Collectively, these employees will be referred to as "Settlement Class Members."

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in the lawsuit entitled *Rene Lopez v. Sunny Delight Beverages Co.*, Case No. 30-2022-01280502-CU-OE-CXC (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant's records show that you were employed by Defendant at any time in California during the Class Period as a non-exempt, hourly employee. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Rene Lopez ("Plaintiff") brought this Lawsuit against Defendant, seeking to assert claims on behalf of a class of current and former hourly, non-exempt employees of Defendant who worked at any time in California since September 14, 2018. Plaintiff Rene Lopez is known as the "Class Representative," and his attorneys, who also represent the interests of all Settlement Class Members, are known as "Class Counsel."

The Lawsuit alleges that Defendant failed to pay all overtime wages owed; failed to provide meal periods, or premium pay for non-compliant meal periods; failed to authorize and permit rest periods, or provide premium pay for non-compliant rest periods; failed to reimburse for necessary business expenses; failed to timely pay all wages due upon separation of employment; and failed to issue accurate, itemized wage statements in compliance with California law. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendant engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorney General Act ("PAGA").

Defendant denies the claims and denies the Lawsuit is appropriate for class treatment. Defendant further denies that it owes Settlement Class Members any wages, restitution, penalties, or other damages. No Court has made any determination as to the factual allegations in the Lawsuit. Rather, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid the additional expense, inconvenience, and interference with Defendant's business operations and in light of the risks the Parties face with litigating, the Parties have concluded that it is in their best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached following mediation and arm's-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays, costs, and uncertainties associated with litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members:	Attorneys for Defendant Sunny Delight Beverages Co.
LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com	HOLLAND & KNIGHT LLP Christina Tellado, Esq. Email: Christina.Tellado@hklaw.com Samuel J. Stone, Esq. Email: Sam.Stone@hklaw.com 400 South Hope Street, 8th Floor Los Angeles, California 90071 Tel: (213)896-2400 Fax: (213) 896-2450
HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	

What are the terms of the Settlement?

On [INSERT DATE OF PRELIMINARY APPROVAL], the Court preliminarily certified a class, comprised of, for settlement purposes only, all current and former non-exempt, hourly employees of Defendant Sunny Delight Beverages Co. who worked at any time in California during the Class Period. For purposes of this Settlement Agreement, the "Class Period" is defined as September 14, 2018 through

<<December 31, 2023 or the date the Court enters an Order Granting Preliminary Approval, whichever is sooner, unless Defendant elects to close the Class Period pursuant to the Escalator Clause>>. Settlement Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below in the section titled "Released Class Claims". A Settlement Class Member who opts-out cannot opt-out of the PAGA Release.

Defendant has agreed to pay \$850,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class Members, attorneys' fees and expenses, payment to the Labor Workforce Development Agency (the "LWDA"), settlement administration costs, and the Class Representative's Service Award. Defendant's share of payroll taxes associated with any wage payments to Settlement Class Members shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the Parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved paying the Settlement Administrator a flat fee of \$8,500.00 from the Gross Settlement Amount to administer the Settlement.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be \$283,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed \$28,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$7,500.00, to compensate him for his service and extra work provided on behalf of the Settlement Class Members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$40,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty Thousand Dollars and Zero Cents (\$30,000.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Ten Thousand Dollars and Zero Cents (\$10,000.00), will be payable to PAGA Employees as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated at approximately \$<< >>, to be shared among an up to << >> estimated Settlement Class Members. The Net Settlement Amount will be divided as follows:

Each participating Settlement Class Member shall receive a proportionate Settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.

In addition, Ten Thousand Dollars and Zero Cents (\$10,000.00), of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. All PAGA Employees shall receive a portion of the PAGA Amount. "PAGA Employees" include current and former hourly-paid non-exempt employees of Defendant Sunny Delight Beverages Co., who worked at any time during the PAGA Period in California. The "PAGA Period" shall mean the time period between September 14, 2021 and ~~<<December 31, 2023 or the date the Court enters an Order Granting Preliminary Approval, whichever is sooner, unless Defendant elects to close the Class Period pursuant to the Escalator Clause>>~~. A PAGA Employee shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Employees during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion.

If you are a PAGA Employee and you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement.

Payment by Defendant of Gross Settlement Amount. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within 30 days of the Effective Date. The "Effective Date" is defined as the latter of: (a) the Court's final approval of the Settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members.

Allocation and Taxes. For tax purposes, each Settlement Award to Class Members shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. All PAGA penalties shall be designated as one hundred percent (100%) penalties and reported on an IRS Form 1099. If a PAGA Employee submits a Request for Exclusion, the PAGA Employee's Settlement Award shall be designated as one hundred percent (100%) penalties and reported on an IRS Form 1099. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class Members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Released Class Claims. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member who has not submitted a timely and valid Request for Exclusion, will fully and forever completely discharge Defendant Sunny Delight, its past and present corporate affiliates, subsidiaries, divisions, related entities, divested businesses and business units, and the board members, officers, employees, agents, representatives, insurers and attorneys (collectively, the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled or reasonably could have been pled based on the factual allegations contained the Second Amended Complaint under any state law, federal law, common law, equity or other theory that arose during the Class Period with respect to the following claims: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to reimburse necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) failure to pay all wages upon termination; (h) failure to pay sick leave at the regular rate of pay; and (i) all claims for unfair business practices that could have been premised

on the facts, claims, causes of action or legal theories described above (or predicated on violations of any state and/or federal law alleged in the Complaints including the Cal. Code of Regulations, Title 8, Sections 11000, et seq., any applicable Wage Order, and/or the California Labor Code). (collectively, the "Released Class Claims"). Notwithstanding the foregoing, the Released Class Claims do not include claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims outside of the Class Period, class claims not based on the facts alleged in the Complaints, and any individual claim under the Section 16(b) of the FLSA, 29 U.S.C. § 216(b), as to a Class Member who does not opt-in to the Settlement by cashing, depositing or endorsing his or her Settlement Payment check.

Settlement Class Members who timely cash or otherwise negotiate their Settlement Award will be deemed to have opted into the Action for purposes of releasing claims under federal law, as to those Class Members, the Released Class Claims include any and all claims the Settlement Class Members may have under the federal Fair Labor Standards Act ("FLSA") arising under the alleged claims during the Class Period. Only those Settlement Class Members who timely cash or otherwise negotiate their Settlement Award will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law.

The time period for the release of the Released Class Claims against the Released Parties shall be the same time period as the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees (including employees who submit a Request for Exclusion) will release and discharge Defendant and the Released Parties from all civil penalties available under PAGA based on the facts alleged in the operative complaint and alleged in the letters to the LWDA dated September 14, 2022 and November 15, 2023 (collectively, the "PAGA Released Claim").

PAGA Employee means: All current and former hourly-paid non-exempt employees of Defendant Sunny Delight Beverages Co., who worked at any time during the PAGA Period.. The PAGA Period shall mean the time period between September 14, 2021 and <<**December 31, 2023 or the date the Court enters an Order Granting Preliminary Approval, whichever is sooner, unless Defendant elects to close the Class Period pursuant to the Escalator Clause**>>. The time period of the PAGA Release is the PAGA Period.

You cannot submit a Request for Exclusion from the PAGA Release.

The releases identified herein shall become effective on the date Defendant fully funds the Gross Settlement Amount and the employer's share of payroll taxes pursuant to the terms of this Agreement (the "Effective Date of the Releases").

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Individual Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period and pay periods you worked during the PAGA

Period (if any). The information contained in Defendant's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Individual Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Individual Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>.

DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. The Parties shall file with the Court all disputes submitted by class members, including the evidence submitted and the resolution of the disputes. Although the Settlement Administrator may make the initial decision regarding claim disputes, the Court may review any decision made by the Settlement Administrator regarding a claim dispute.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by completing, signing and mailing the enclosed Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Class Action Settlement, and shall receive no benefits from the Class Action Settlement.

If you submit a Request for Exclusion, you will only be excluded from the Released Class Claims. You cannot submit a Request for Exclusion from the PAGA Release. You will receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you are a current or former hourly-paid non-exempt employees of Defendant Sunny Delight Beverages Co., who worked at any time during the PAGA Period in California (a "PAGA Employee"). The PAGA Period shall mean the time period between September 14, 2021 and <<**December 31, 2023 or the date the Court enters an Order Granting Preliminary Approval, whichever is sooner, unless Defendant elects to close the Class Period pursuant to the Escalator Clause**>>.

If you are a PAGA Employee, you will be bound by the PAGA Release even if you do not cash your check.

Do not submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you also have the right to object to the terms of the Settlement by either submitting a written objection or appearing at the Final Fairness Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to submit a written objection to the Settlement, or any portion of it, you may complete, sign and mail the enclosed Objection Form to the Settlement Administrator. Your written objection must include your name, address, phone number, and the case name and number, and a concise reason for your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department CX104 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. You have the right to appear either remotely, in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Rene Lopez v. Sunny Delight Beverages Co.*, Orange County Superior Court Case No. 30-2022-01280502-CU-OE-CXC.

Any Settlement Class Member who elects to appear personally at the Court for any reason related to this Lawsuit must comply with the Court's orders related to COVID-19. All such rules and orders can be located at the Court's website: <https://www.occourts.org/media-relations/CoronaVirusUpdate.html>

For more information on how to appear remotely, please visit the Court's website at <https://www.occourts.org/media-relations/civil.html>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX104 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court will consider any requests for exclusion, objections, and disputes at the Final Approval Hearing. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

Any changes to date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website (http://www._____.com). Notice of the Court's final judgment will be posted on the Settlement Administrator's website (http://www._____.com). Additionally, the Settlement Administrator will post on its website all key case documents, including the operative complaint, the PAGA notice letters, the settlement agreement, and any amendment thereto, the Notice Packet, the orders granting preliminary and final approval, and the judgment. The judgment will be posted on the settlement administrator's website for at least 180 days.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also access the documents at <https://civilwebshopping.occourts.org/Login.do>, enter the "01280502" for the Case Number and "2022" for the Year Filed. You may also contact the Settlement Administrator and/or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT OR DEFENDANT'S ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

RENE LOPEZ V. SUNNY DELIGHT BEVERAGES CO.

Orange County Superior Court Case No. Case No. 30- 2022-01280502-CXC

You do NOT have to mail this Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed. Please use your new address information below:

Former Names (if any)

Street Address

City

State

Zip Code

(III) **Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:**

According to Sunny Delight Beverages Co.'s ("Sunny Delight") records:

You worked _____ workweeks during the Class Period for Defendant as a non-exempt, hourly employee in California.

You worked _____ pay periods during the PAGA Period for Defendant as a non-exempt, hourly employee in California.

Based on the above, your Individual Settlement Award for the Class Period is estimated to be \$_____ and your PAGA Employee Payment is estimated to be \$_____.

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Sunny Delight's records, Sunny Delight's records will control unless you are able to provide documentation that establishes that Sunny Delight's records are mistaken. If there is a dispute about whether Sunny Delight's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED CLASS AND PAGA SETTLEMENT" that accompanies this Form. Unless the Court orders otherwise, the Settlement Administrator will render all final decisions on disputes.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE
POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>**

REQUEST FOR EXCLUSION FORM

RENE LOPEZ V. SUNNY DELIGHT BEVERAGES CO.

Orange County Superior Court Case No. Case No. 30- 2022-01280502-CXC

**SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN
THE CLASS ACTION SETTLEMENT**

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled *Rene Lopez v. Sunny Delight Beverages Co.*, Case No. 30-2022-01280502-CXC, and that I received notice of the Settlement. I understand by excluding myself, I will receive a PAGA Payment if I worked during the PAGA Period, but I will not receive any other money from the Settlement reached in this matter.

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

**TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN _____, 2024 AND
MAILED TO THE SETTLEMENT ADMINISTRATOR AT:**

Rene Lopez v. Sunny Delight Beverages Co
Phoenix Settlement Administrator
c/o _____

OBJECTION FORM

RENE LOPEZ V. SUNNY DELIGHT BEVERAGES CO.

Orange County Superior Court Case No. Case No. 30- 2022-01280502-CXC

**COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE
CLASS ACTION SETTLEMENT**

In order for you to object to the Class Action Settlement in *Rene Lopez v. Sunny Delight Beverages Co.*, you may either appear at the Final Fairness Hearing and object orally or you may submit a written objection by completing the steps listed in 1-4 below. You are not required to appear in Court in order to object to the Settlement. If you are planning on appearing in Court at the Final Fairness Hearing to object to the Settlement, you are not required to, but may still complete all steps listed in 1-4 below.

1. Provide the following information:

Your Name (Please Print): _____
(First) (Middle) (Last)

Your Address: _____

Last 4 Digits of your Social Security Number: _____

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space):

3. Date and sign this form below:

Dated: _____ Signature: _____

**4. COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR AT
THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN**

Rene Lopez v. Sunny Delight Beverages Co.

Administrator Name

c/o _____

EXHIBIT D

EXHIBIT D



CONTACT INFO: 1-888-999-8628

EMAIL: INFO@TRANSAPTION.COM

Certification of Translation Accuracy

Translation of Legal Document from English to Spanish

As an authorized representative of TransapTION, a professional translation services agency, I hereby certify that the above-mentioned document has been translated by an experienced, qualified, and competent professional translator, fluent in the above-mentioned language pair and that, in our best judgment, the translated text truly reflects the content, meaning, and style of the original text and constitutes in every respect a complete and accurate translation of the original document. This document has not been translated for a family member, friend, or business associate.

This is to certify the correctness of the translation only. We do not make any claims or guarantees about the authenticity or content of the original document. Further, TransapTION assumes no liability for the way in which the translation is used by the customer or any third party, including end-users of the translation.

A copy of the translation is attached to this certification.

Translation reference to **2024-07-11 Sunny Delight - Exhibit A Notice and Forms, RENE LOPEZ vs. SUNNY DELIGHT BEVERAGES CO., , Case No. 30- 2022-01280502-CXC**

Order Date: July 15, 2024

Name: Christina Guerrero Harmon

ATA Member#: 487584

Signature: Christina Harmon

TRANSAPTION



3 Germay Drive, Unit 4, Suite A#9999, Wilmington, DE 19804. United States.

TRANSLATION CERTIFICATION

I, Christina Guerrero Harmon, a California ATA-Certified Spanish Translator (ATA Member ID: 487584), am competent to translate from English into Spanish, and have reviewed and edited the translation of **2024-07-11 Sunny Delight - Exhibit A Notice and Forms**, , in the case of Rene Lopez vs. Sunny delight beverages Co., Case No. 30-2022-01280502-CXC, and certify that it is true and correct, to the best of my abilities.

I certify this in Santa Rosa, CA, on JULY 15, 2024.

Christina Harmon

07/15/2024

Christina Guerrero Harmon

Date

Certification Credentials may be verified online at
https://web.atanet.org/onlinedirectories/tsd_view.php?id=11930

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA

CONDADO DE ORANGE

RENE LOPEZ, como individuo y en nombre de todos
los demás en situación similar,

Demandante,

Contra

SUNNY DELIGHT BEVERAGES CO., una
corporación de Florida; y Personas Naturales 1 a 100,

Demandados.

Causa No. 30- 2022-01280502-CXC

**AVISO DE PENDENCIA DE DEMANDA
COLECTIVA Y PROPUESTA DE DEMANDA
COLECTIVA Y ACUERDO DE PAGA**

Para: Todos los empleados actuales y anteriores no exentos pagados por hora que son o fueron empleados del Demandado Sunny Delight Beverages Co., quienes trabajaron en algún momento en California durante el Período de la Clase. El "Período de la Clase" se define desde el 14 de septiembre de 2018 hasta el **<<31 de diciembre de 2023 o la fecha en que el Juez dicte una Orden Otorgando la Aprobación Preliminar, lo que ocurra primero, a menos que el Demandado elija cerrar el Período de la Clase de conformidad con la Cláusula Escalatoria>>**. Colectivamente, se hará referencia a estos empleados como "Miembros del Acuerdo de la Demanda Colectiva".

**LEA ATENTAMENTE ESTE AVISO
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS TANTO SI ACTÚA COMO SI NO**

¿Por qué debe leer este aviso?

El Juez ha concedido la aprobación preliminar de una propuesta de Acuerdo de Demanda Colectiva (el "Acuerdo") en la Demanda Titulada *René López contra Sunny Delight Beverages Co.*, Caus No. 30-2022-01280502-CU-OE-CXC (la "Demanda"). Dado que sus derechos pueden verse afectados por el Acuerdo, es importante que lea detenidamente este Aviso.

Usted puede tener derecho a recibir dinero de este Acuerdo. Los registros del Demandado muestran que usted estuvo empleado por el Demandado en cualquier momento en California durante el Período de la Demanda Colectiva como empleado no exento, por horas. El Juez ordenó que se le envíe este Aviso porque usted puede tener derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de este aviso es proporcionarle una breve descripción del Juicio, informarle de las cláusulas del Acuerdo, describir sus derechos en relación con el Acuerdo y explicarle qué pasos puede dar para participar en el Acuerdo, objetarlo o excluirse de este. Si no se excluye del Acuerdo y el Juez aprueba definitivamente el Acuerdo, quedará obligado por las cláusulas del Acuerdo y por cualquier sentencia definitiva.

¿De qué trata esta causa?

El Demandante René López ("Demandante") presentó esta Demanda contra el Demandado, buscando hacer valer reclamaciones en nombre de una Clase de Empleados actuales y anteriores por hora, no exentos del Demandado que trabajaron en cualquier momento en California desde el 14 de septiembre de 2018. El Demandante René López es conocido como el "Representante de la Clase", y sus abogados, que también representan los intereses de todos los Miembros del Acuerdo de la Demanda Colectiva, son conocidos como los "Abogados de la Clase".

En la Demanda se alega que el Demandado no pagó todas las horas extraordinarias adeudadas; no proporcionó períodos de comida, ni pagó primas por períodos de comida no conformes; no autorizó ni permitió períodos de descanso, ni proporcionó primas por períodos de descanso no conformes; no reembolsó los gastos empresariales necesarios; no pagó puntualmente todos los salarios adeudados tras la separación del empleo; y no emitió declaraciones salariales precisas y detalladas de conformidad con la legislación de

California. Como resultado de los supuestos incumplimientos anteriores, el Demandante también alega que el Demandado incurrió en prácticas comerciales desleales y es responsable de sanciones civiles en virtud de la Ley General de Abogados Privados del Código Laboral ("PAGA").

El Demandado niega las reclamaciones y niega que la Demanda sea apropiada para el tratamiento de clase. El Demandado niega además que adeude a los Miembros del Acuerdo de la Demanda Colectiva salarios, restituciones, sanciones u otros daños. Ningún Juez ha hecho determinación alguna en cuanto a las alegaciones de hecho de la Demanda. Más bien, el Acuerdo constituye un compromiso de las reclamaciones en disputa y no debe interpretarse como una admisión de responsabilidad por parte del Demandado, quien niega expresamente toda responsabilidad.

El Juez no se ha pronunciado sobre el fondo de las reclamaciones del Demandante. Sin embargo, para evitar gastos adicionales, inconvenientes y la interferencia con las operaciones comerciales del Demandado y a la luz de los riesgos a los que se enfrentan las Partes al continuar con la Demanda, las Partes han llegado a la conclusión de que lo mejor para ellas y para los intereses de los Miembros del Acuerdo de la Demanda Colectiva es llegar a un Acuerdo sobre la Demanda en las cláusulas que se resumen en este Aviso. Después de que el Demandado proporcionara la información pertinente a los Abogados de la Clase, se llegó al Acuerdo tras una mediación y negociaciones en condiciones de igualdad entre las partes.

El Representante de la Clase y los Abogados de la Clase apoyan el Acuerdo. Entre las razones del apoyo se encuentran las defensas a la responsabilidad potencialmente disponibles para el Demandado, el riesgo de denegación de la certificación de la Clase, los riesgos inherentes de un juicio sobre el fondo y los retrasos, costes e incertidumbres asociados al litigio.

Si usted sigue siendo empleado del Demandado, su decisión de participar o no en el Acuerdo no afectará a su empleo. La ley de California y las políticas del Demandado prohíben estrictamente las represalias ilegales. El Demandado no tomará ninguna medida laboral adversa ni tomará represalias o discriminará a ningún Miembro Participante del Acuerdo de la Demanda Colectiva por su decisión de participar o no en el Acuerdo.

¿Quiénes son los Abogados?

Abogados del Demandante / Miembros del Acuerdo de la Demanda Colectiva: LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	Abogados del Demandado Sunny Delight Beverages Co. HOLLAND & KNIGHT LLP Christina Tellado, Esq. Correo Electrónico: Christina.Tellado@hklaw.com Samuel J. Stone, Esq. Correo Electrónico: Sam.Stone@hklaw.com 400 South Hope Street, 8th Floor Los Angeles, California 90071 Tel: (213)896-2400 Fax: (213) 896-2450
---	--

¿Cuáles son las cláusulas del Acuerdo?



El [INSERT DATE OF PRELIMINARY APPROVAL], el Juez certificó de manera preliminar a una Clase de Demandantes, compuesta, únicamente a los fines del Acuerdo, por todos los empleados actuales y anteriores no exentos, por hora, del Demandado Sunny Delight Beverages Co. que trabajaron en cualquier momento en California durante el Período de la Demanda Colectiva. A los fines de este Acuerdo de conciliación, el "Período de la Demanda Colectiva" se define desde el 14 de septiembre de 2018 hasta el <<31 de diciembre de 2023 o la fecha en que el Juez emita una Orden otorgando la aprobación preliminar, lo que ocurra primero, a menos que el Demandado opte por cerrar el Período de la Demanda Colectiva de conformidad con la Cláusula escalatoria>>. Los Miembros del Acuerdo de la Demanda Colectiva que no opten por excluirse del Acuerdo de conformidad con los procedimientos establecidos en este Aviso quedarán vinculados por el Acuerdo y liberarán sus reclamaciones contra el Demandado según se describe más adelante en la sección titulada "Reclamaciones Exoneradas de la Clase". Un Miembro del Acuerdo de la Demanda Colectiva que opte por no participar no podrá optar por no participar en la Exención PAGA.

El Demandado ha acordado pagar \$850,000.00 (el "Monto Bruto del Acuerdo") para resolver completamente todas las reclamaciones en la Demanda, lo cual incluye los pagos a los Miembros del Acuerdo de la Demanda Colectiva, los honorarios y gastos de los abogados, el pago a la Agencia para el Desarrollo de la Fuerza Laboral ("LWDA", por sus siglas en inglés), los costos de administración del Acuerdo y la Compensación por Servicios del Representante de la Clase. La parte correspondiente a los Demandados de los impuestos sobre la nómina asociados con cualquier pago salarial a los Miembros del Acuerdo de la Demanda Colectiva será pagada por los Demandados por separado de, y además de, el Monto Bruto del Acuerdo.

Las Partes solicitarán las siguientes deducciones del Importe Bruto del Acuerdo:

Costes de Administración del Acuerdo. El Juez ha aprobado que Phoenix Settlement Administrators actúe como el "Administrador del Acuerdo", quien le está enviando este Aviso y realizará muchas otras tareas relacionadas con el Acuerdo. El Juez ha aprobado el pago al Administrador del Acuerdo de unos honorarios fijos de \$8,500.00 con cargo al Importe Bruto del Acuerdo para administrar el Acuerdo.

Honorarios y Gastos de los Abogados. Los Abogados de la Clase han estado llevando adelante la Demanda en nombre de los Miembros del Acuerdo de la Demanda Colectiva sobre la base de honorarios condicionales (es decir, sin recibir ningún pago hasta la fecha) y han estado pagando todos los costos y gastos del litigio. El Juez determinará la cantidad real concedida a los Abogados de la Clase en concepto de honorarios de abogados, que se abonará con cargo al Importe Bruto del Acuerdo. Los Miembros del Acuerdo de la Demanda Colectiva no son personalmente responsables de ninguno de los honorarios o gastos de los abogados del abogado de la Clase. Los Abogados de la Clase de la Demanda Colectiva solicitarán unos honorarios de hasta un tercio del Importe bruto del Acuerdo, que actualmente se estima en \$283,333.33, como compensación razonable por el trabajo que los Abogados de la Clase de la Demanda Colectiva realizaron y seguirán realizando en este litigio hasta la finalización del Acuerdo. Los Abogados de la Clase también solicitarán el reembolso de una cantidad no superior a \$28,000.00 por los costes verificados en los que incurrieron los Abogados de la Clase en relación con la Demanda.

Adjudicación de Servicios al Representante de la Clase de la Demanda Colectiva. Los Abogados de la Clase le solicitarán al Juez que otorgue al Representante de la Clase una compensación por servicios por un monto que no supere los \$7,500.00, para compensarlo por su servicio y trabajo extra prestado en nombre de los Miembros del Acuerdo de la Demanda Colectiva.

Pago de la LWDA. Los Abogados de la Clase le solicitarán al Juez que apruebe un pago por la cantidad total de \$40,000.00 como y por supuestas penalidades civiles, pagaderas de conformidad con la Ley General de Abogados Privados ("PAGA") del Código Laboral de California. Según el Código Laboral § 2699(i), el setenta y cinco por ciento (75%) de dichas sanciones, o Treinta Mil Dólares y Cero Centavos (\$30,000.00) serán pagaderos a la LWDA, y el veinticinco por ciento (25%) restante, o Diez Mil Dólares y Cero Centavos (\$10,000.00), serán pagaderos a los Empleados PAGA como el "Monto PAGA", según se describe a continuación.

Cálculo de la Adjudicación del Acuerdo Colectivo Individual de los Miembros de la Clase. Tras deducir los importes aprobados por el Juez indicados anteriormente, el saldo del Importe bruto del Acuerdo formará el

Importe neto del Acuerdo, que se distribuirá entre todos los Miembros del Acuerdo de la Demanda Colectiva que no presenten una Solicitud de exclusión válida y oportuna (descrita a continuación). El Importe Neto del Acuerdo se estima en aproximadamente \$<< >>, que se repartirá entre un máximo de << >> Miembros del Acuerdo de la Demanda Colectiva estimados. El Importe Neto del Acuerdo se dividirá como sigue:

Cada Miembro Participante del Acuerdo de la Demanda Colectiva recibirá una parte proporcional del Acuerdo basada en el número de Semanas Laborales trabajadas durante el Período de la Clase, cuyo numerador es el total de Semanas Laborales trabajadas por el Miembro Participante de la Clase durante el Período de la Clase, y cuyo denominador es el total de Semanas Laborales trabajadas por todos los Miembros Participantes del Acuerdo de la Demanda Colectiva que trabajaron durante el Período de la Clase.

Además, la cantidad de Diez Mil Dólares y Cero Centavos (\$10,000.00), del Monto Bruto del Acuerdo ha sido designada como el "Monto PAGA" como se describe anteriormente. Todos los Empleados PAGA recibirán una parte del Importe PAGA. "Empleados PAGA" incluye a los empleados actuales y anteriores no exentos y pagados por hora del Demandado Sunny Delight Beverages Co., que trabajaron en cualquier momento durante el Período PAGA en California. El "Período PAGA" significará el período de tiempo entre el 14 de septiembre de 2021 y el <<31 de diciembre de 2023 o la fecha en que el Juez dicte una Orden Otorgando la Aprobación Preliminar, lo que ocurra primero, a menos que el Demandado elija cerrar el Período de la Clase de conformidad con la Cláusula Escalatoria>>. Un Empleado PAGA recibirá una parte del Importe PAGA proporcional al número de períodos de pago que haya trabajado durante el Período PAGA y que se calculará multiplicando el Importe PAGA por una fracción, cuyo numerador es el número de períodos de pago del Empleado PAGA trabajados durante el Período PAGA, y cuyo denominador es el número total de períodos de pago trabajados por todos los Empleados PAGA durante el Período PAGA.

Pagos a los Miembros del Acuerdo de la Demanda Colectiva. Si el Juez concede la aprobación definitiva del Acuerdo, las Adjudicaciones del Acuerdo se enviarán por correo a todos los Miembros del Acuerdo de la Demanda Colectiva que no hayan presentado una Solicitud de Exclusión válida y oportuna.

Si usted es un Empleado PAGA y presenta una Solicitud de Exclusión, seguirá recibiendo una parte proporcional del Pago PAGA independientemente de si se excluye o no del Acuerdo.

Pago por el Demandado del Monto Bruto del Acuerdo. El Demandado depositará el Monto Bruto del Acuerdo con el Administrador del Acuerdo dentro de los 30 días siguientes a la Fecha Efectiva. La "Fecha Efectiva" se define como la última de: (a) la aprobación definitiva del Acuerdo por parte del Juez si no se han presentado objeciones por o en nombre de los Miembros de la Clase; (b) el vencimiento del plazo para apelar si se ha presentado una objeción y no se ha presentado o retirado ninguna apelación; o (c) la resolución definitiva de cualquier apelación que se haya presentado.

Dentro de los diez (10) días naturales siguientes al depósito por parte del Demandado del Importe Bruto del Acuerdo en poder del Administrador del Acuerdo, éste calculará los importes de las Adjudicaciones Individuales del Acuerdo y proporcionará los mismos a los abogados de las Partes para su revisión y aprobación. Dentro de los siete (7) días calendario posteriores a la aprobación por parte de los abogados de las Partes, el Administrador del Acuerdo preparará y enviará por correo las Adjudicaciones Individuales del Acuerdo, menos los impuestos y retenciones aplicables, a los Miembros Participantes del Acuerdo de la Demanda Colectiva.

Asignación e Impuestos. A efectos fiscales, cada Adjudicación del Acuerdo a los Miembros de la Clase se asignará de la siguiente manera: sesenta y siete por ciento (67%) como sanciones e intereses; y treinta y tres por ciento (33%) como salarios. Todas las sanciones PAGA se designarán como sanciones al cien por cien (100%) y se informarán en un Formulario 1099 del IRS. Si un Empleado PAGA presenta una Solicitud de Exclusión, la Compensación del Acuerdo del Empleado PAGA se designará como el cien por cien (100%) de las sanciones y se informará en un Formulario 1099 del IRS. El Administrador del Acuerdo será responsable de emitir a los Miembros Participantes del Acuerdo de la Demanda Colectiva los Formularios W-2 del IRS por los montos considerados "salarios" y los Formularios 1099 del IRS por los montos asignados como penalidades e intereses. Los Miembros del Acuerdo de la Demanda Colectiva son responsables del tratamiento adecuado del impuesto sobre la renta de las Adjudicaciones Individuales del Acuerdo. El

Administrador del Acuerdo, el Demandado y sus abogados, y los Abogados de la Clase no pueden proporcionar asesoramiento fiscal. En consecuencia, los Miembros del Acuerdo de la Demanda Colectiva deben consultar con sus asesores fiscales acerca de las consecuencias fiscales y el tratamiento de los pagos que reciban en virtud del Acuerdo.

Reclamaciones Exoneradas de la Clase. Si el Juez aprueba el Acuerdo, el Acuerdo de la Demanda Colectiva, y cada Miembro del Acuerdo de la Demanda Colectiva que no haya presentado una Solicitud de Exclusión oportuna y válida, eximirá completamente y para siempre al Demandado Sunny Delight, a sus filiales corporativas pasadas y presentes, subsidiarias, divisiones, entidades relacionadas, negocios enajenados y unidades comerciales, y a los Miembros del consejo de administración, funcionarios, empleados, agentes, representantes, aseguradores y abogados (colectivamente, las “Partes Exoneradas”), de todas las reclamaciones, demandas, derechos, responsabilidades y causas de acción que se alegaron o razonablemente podrían haberse alegado basándose en las alegaciones de hecho contenidas en la Segunda Demanda Enmendada bajo cualquier ley estatal, ley federal, derecho común, equidad u otra teoría que surgiera durante el Período de la Demanda Colectiva con respecto a las siguientes reclamaciones (a) falta de pago de todos los salarios mínimos adeudados; (b) falta de pago de todos los salarios por horas extraordinarias adeudados; (c) falta de períodos de comida, o de pago de primas por períodos de comida no conformes; (d) falta de autorización y permiso de períodos de descanso, o de pago de primas por períodos de descanso no conformes; (e) falta de reembolso de los gastos empresariales necesarios; (f) falta de entrega de declaraciones salariales precisas y desglosadas; (i) todas las reclamaciones por prácticas comerciales desleales que podrían haberse basado en los hechos, reclamaciones, causas de acción o teorías legales descritas anteriormente (o basadas en incumplimientos de cualquier ley estatal y/o federal alegada en las Demandas, incluyendo las Regulaciones del Código Laboral, Título 8, Artículos 11000, y siguientes, cualquier Orden Salarial Aplicable, y/o el Código Laboral de California). (colectivamente, las “Reclamaciones Exoneradas de la Clase”). No obstante lo anterior, las Reclamaciones Exoneradas de la Clase no incluyen las reclamaciones por beneficios adquiridos, despido injustificado, seguro de desempleo, discapacidad, seguridad social, indemnización laboral, reclamaciones de la clase fuera del Período de la Clase, reclamaciones de la clase que no se basen en los hechos alegados en las Demandas, y cualquier reclamación individual en virtud del Artículo 16(b) de la FLSA, 29 U.S.C. § 216(b), en cuanto a un Miembro de la Clase que no opte por acogerse al Acuerdo cobrando, depositando o endosando su cheque de Pago del Acuerdo.

Se considerará que los Miembros del Acuerdo de la Demanda Colectiva que cobren oportunamente o negocien de otro modo su Adjudicación del Acuerdo han optado por la Acción a los fines de la liberación de reclamaciones en virtud de la ley federal, en cuanto a esos Miembros de la Clase, las Reclamaciones Exoneradas de la Clase incluyen todas y cada una de las reclamaciones que los Miembros del Acuerdo de la Demanda Colectiva puedan tener en virtud de la Ley Federal de Normas Razonables de Trabajo (“FLSA”, por sus siglas en inglés) que surjan de las supuestas reclamaciones durante el Período de la Clase. Sólo se considerará que los Miembros del Acuerdo de la Demanda Colectiva que cobren oportunamente o negocien de otro modo su Adjudicación del Acuerdo han optado por la Acción a efectos de la FLSA y, por lo tanto, liberan y renuncian a cualquiera de sus reclamaciones en virtud de la FLSA que surjan en relación con las supuestas reclamaciones. Esta exención excluye la exención de reclamaciones no permitidas por la ley.

El período de tiempo para la liberación de las Reclamaciones Exoneradas de la Clase contra las Partes Exoneradas será el mismo período de tiempo que el Período de la Clase.

Liberación PAGA y Empleados PAGA. Si el Juez aprueba el Acuerdo, todos los Empleados PAGA (incluidos los empleados que presenten una Solicitud de Exclusión) liberarán y eximirán al Demandado y a las Partes Exoneradas de todas las sanciones civiles disponibles en virtud de PAGA sobre la base de los hechos alegados en la Demanda operativa y alegados en las cartas a la LWDA de fecha 14 de septiembre de 2022 y 15 de noviembre de 2023 (colectivamente, la “Reclamación Exonerada PAGA”).

Empleado PAGA significa: Todos los empleados actuales y anteriores no exentos pagados por hora de la Demandada Sunny Delight Beverages Co., que trabajaron en cualquier momento durante el Período PAGA. Por Período PAGA se entenderá el periodo de tiempo comprendido entre el 14 de septiembre de 2021 y el <<31 de diciembre de 2023 o la fecha en que el Juez dicte una Orden Otorgando la Aprobación Preliminar, lo que ocurra primero, a menos que el Demandado elija cerrar el Período de la Clase de



conformidad con la Cláusula Escalatoria>>. El período de tiempo de la Exención PAGA es el Período PAGA.

No puede presentar una solicitud de exclusión de la exención PAGA.

Las exenciones aquí identificadas entrarán en vigor en la fecha en que el Demandado financie en su totalidad el Monto Bruto del Acuerdo y la parte de los impuestos sobre la nómina que le corresponde al empleador de conformidad con las cláusulas del presente Acuerdo (la "Fecha de Entrada en Vigor de las Exenciones").

Condiciones del Acuerdo. El Acuerdo está condicionado a que el Juez emita una orden en la Audiencia de Aprobación Definitiva o con posterioridad a la misma, aprobando definitivamente el Acuerdo como justo, razonable, adecuado y en el mejor interés del Acuerdo de la Demanda Colectiva, y a que se dicte Sentencia.

¿Cómo puedo reclamar dinero del Acuerdo?

No Hacer Nada. Si no hace nada, tendrá derecho a su parte del Acuerdo en función del número proporcional de Semanas Laborales que haya trabajado durante el Período de la Demanda Colectiva (como se ha explicado anteriormente), y como se indica en el Aviso de Adjudicación del Acuerdo adjunto. También quedará vinculado por el Acuerdo, incluida la exención de reclamaciones indicada anteriormente.

¿Qué otras opciones tengo?

Información Sobre la Disputa en el Aviso de la Adjudicación Individual del ACUERDO. Su Adjudicación se basa en el número proporcional de Semanas Laborales que trabajó durante el Período de la Demanda Colectiva y los períodos de pago que trabajó durante el Período PAGA (si los hubiera). La información contenida en los registros del Demandado con respecto a todos estos factores, junto con su Adjudicación del Acuerdo estimada, se enumeran en el Aviso de Adjudicación del Acuerdo adjunto. Si no está de Acuerdo con la información contenida en su Aviso de Adjudicación Individual del Acuerdo, puede presentar una disputa, junto con cualquier documentación justificativa, de conformidad con los procedimientos establecidos en el Aviso de Adjudicación Individual del Acuerdo. Todas las impugnaciones, junto con la documentación justificativa, deberán llevar matasellos con fecha no posterior a << RESPONSE DEADLINE>>.

NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.

Las Partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y discutirán de buena fe cómo resolver las disputas presentadas por los Miembros de la Clase. Las Partes presentarán ante el Juez todas las disputas presentadas por los Miembros de la Clase, incluidas las pruebas presentadas y la resolución de estas disputas. Aunque el Administrador del Acuerdo podrá tomar la decisión inicial en relación con las disputas sobre las reclamaciones, el Juez podrá revisar cualquier decisión tomada por el Administrador del Acuerdo en relación con una disputa sobre una reclamación.

Excluirse del Acuerdo. Si **no desea** participar en el Acuerdo, puede excluirse cumplimentando, firmando y enviando por correo el Formulario de Solicitud de Exclusión adjunto directamente al Administrador del Acuerdo a <<INSERT ADMINISTRATOR CONTACT INFO>>. Cualquier persona que presente a tiempo una Solicitud de Exclusión del Acuerdo, una vez recibida por el Administrador del Acuerdo, dejará de ser un Miembro Participante del Acuerdo de la Demanda Colectiva, no podrá participar en ninguna parte del Acuerdo de Demanda Colectiva y no recibirá ningún beneficio del Acuerdo de Demanda Colectiva.

Si presenta una Solicitud de Exclusión, sólo se le excluirá de las Reclamaciones Exoneradas de la Clase. No puede presentar una Solicitud de Exclusión de la Exención PAGA. Recibirá una parte proporcional del Pago PAGA independientemente de si se excluye o no del Acuerdo si es un empleado actual o anterior no exento pagado por hora del Demandado Sunny Delight Beverages Co., quien trabajó en cualquier momento durante el Período PAGA en California (un "Empleado PAGA"). Por Período PAGA se entenderá el período de tiempo comprendido entre el 14 de septiembre de 2021 y el <<31 de diciembre de 2023 o la fecha en que el Juez dicte una Orden por la que se conceda la Aprobación Preliminar, lo que ocurra antes, a menos

que el Demandado opte por cerrar el Período de la Demanda Colectiva de conformidad con la Cláusula Escalatoria>>.

Si usted es un Empleado PAGA, estará obligado por la Exención PAGA aunque no cobre su cheque.

No presente a la vez una Disputa y una Solicitud de Exclusión. Si lo hace, la Solicitud de Exclusión no será válida, se le incluirá en el Acuerdo de la Demanda Colectiva y quedará vinculado por las cláusulas del Acuerdo.

Objeción al Acuerdo. Si no presenta una Solicitud de Exclusión, también tiene derecho a objetarse a las cláusulas del Acuerdo presentando una objeción por escrito o compareciendo en la Audiencia de Equidad Definitiva. Sin embargo, si el Juez rechaza su objeción, seguirá estando vinculado por las cláusulas del Acuerdo. Si desea presentar una objeción por escrito al Acuerdo, o a cualquier parte de este, puede cumplimentar, firmar y enviar por correo al Administrador del Acuerdo el Formulario de Objeción adjunto. Su objeción por escrito debe incluir su nombre, dirección, número de teléfono y el nombre y número de la causa, así como una razón concisa de su objeción. Las objeciones por escrito deberán llevar matasellos con fecha del <<RESPONSE DEADLINE>> o anterior.

Si decide oponerse al Acuerdo, también puede comparecer en la Audiencia de Aprobación Definitiva programada para el <<FINAL APPROVAL HEARING DATE/TIME>> en el Departamento CX104 del Juez Superior del Condado de Orange, ubicado en 751 W. Santa Ana Blvd., Santa Ana, CA 92701. Tiene derecho a comparecer a distancia, en persona o a través de su propio abogado en esta audiencia. Todas las objeciones u otra correspondencia deben indicar el nombre y el número de la causa, que es *Rene Lopez contra Sunny Delight Beverages Co.*, Juez Superior del Condado de Orange Causa No. 30-2022-01280502-CU-OE-CXC.

Todo Miembro del Acuerdo de la Demanda Colectiva que decida comparecer personalmente ante el Juez por cualquier motivo relacionado con este Juicio deberá cumplir las órdenes del Juez relacionadas con el COVID-19. Todas esas normas y órdenes pueden encontrarse en el sitio web del Juez: <https://www.occourts.org/media-relations/CoronaVirusUpdate.html>.

Para más información sobre cómo comparecer a distancia, visite la página web del Juez en <https://www.occourts.org/media-relations/civil.html>.

Si usted se opone al Acuerdo, seguirá siendo Miembro del Acuerdo de la Demanda Colectiva y, si el Juez aprueba el Acuerdo, estará vinculado por las cláusulas del Acuerdo del mismo modo que los Miembros del Acuerdo de la Demanda Colectiva que no se opongan.

¿Cuál es el siguiente paso?

El Juez celebrará una Audiencia de Aprobación Definitiva sobre la idoneidad, razonabilidad y equidad del Acuerdo el <<FINAL APPROVAL HEARING DATE/TIME>>, en el Departamento CX104 del Juez Superior del Condado de Orange, ubicado en 751 W. Santa Ana Blvd., Santa Ana, CA 92701. El Juez considerará todas las solicitudes de exclusión, objeciones y disputas en la Audiencia de Aprobación Definitiva. También se pedirá al Juez que se pronuncie sobre la solicitud de los Abogados de la Clase de Demandantes de honorarios de abogados y reembolso de costes y gastos documentados y la Adjudicación de servicios al Representante de la Clase de Demandantes. La Audiencia de Aprobación Definitiva podrá aplazarse sin previo aviso a los Miembros del Acuerdo de la Demanda Colectiva. **Usted no está obligado a asistir a la Audiencia de Aprobación Definitiva, aunque cualquier Miembro del Acuerdo de la Demanda Colectiva es bienvenido a asistir a la audiencia.**

Cualquier cambio de fecha, hora o lugar de la Audiencia de Aprobación Definitiva se publicará en el sitio web del Administrador del Acuerdo (<http://www.occourts.org>). El aviso de la sentencia definitiva del Juez se publicará en el sitio web del Administrador del Acuerdo (<http://www.occourts.org>). Además, el Administrador del Acuerdo publicará en su sitio web todos los documentos clave de la causa, incluyendo la Demanda operativa, las cartas de aviso PAGA, el Acuerdo de conciliación, y cualquier enmienda al mismo, el Paquete de Aviso, las órdenes que conceden la



aprobación preliminar y final, y la sentencia. La sentencia se publicará en el sitio web del administrador del Acuerdo durante al menos 180 días.

¿Cómo puedo obtener información adicional?

Este Aviso es sólo un resumen de la Demanda y del Acuerdo. Para obtener más información, puede inspeccionar los archivos del Juez y el Acuerdo de conciliación en la Oficina del Secretario del Juez Superior del Condado de Orange, ubicada en 751 W. Santa Ana Blvd., Santa Ana, CA 92701, durante el horario habitual del Juez. También puede acceder a los documentos en <https://civilwebshopping.occourts.org/Login.do>, introduzca "01280502" para el número de causa y "2022" para el año de presentación. Para obtener más información, también puede ponerse en contacto con el administrador del Acuerdo y/o con el abogado de la Clase utilizando la información de contacto indicada anteriormente.

**POR FAVOR, NO LLAME NI ESCRIBA AL JUEZ, AL DEMANDADO O A LOS ABOGADOS
DEL DEMANDADO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O SOBRE EL
PROCESO DE ACUERDO**

RECORDATORIO EN CUANTO A LOS PLAZOS

La fecha límite para presentar cualquier disputa, solicitud de exclusión u objeción es <<RESPONSE DEADLINE>>. Estos plazos se cumplirán estrictamente.



AVISO DE LA ADJUDICACIÓN INDIVIDUAL DEL ACUERDO
RENE LOPEZ CONTRA SUNNY DELIGHT BEVERAGES CO.
Tribunal Superior del Condado de Orange Causa No. 30- 2022-01280502-CXC

NO tiene que enviar por correo este formulario para obtener su pago individual del Acuerdo

Por favor, complete, firme, feche y devuelva este formulario a <<ADMINISTRATOR CONTACT INFO>> **SÓLO** SI (1) su información de contacto personal ha cambiado, y/o (2) desea impugnar cualquiera de los puntos enumerados en la Sección (III), a continuación. Es su responsabilidad mantener su dirección actualizada en los expedientes del Administrador del Acuerdo.

(I) **Por favor escriba su nombre a máquina o con letra de imprenta:**

(Nombre, Medio, Apellido)

(II) **Por favor escriba a máquina o con letra de imprenta los siguientes datos identificativos si su información de contacto ha cambiado. Por favor, utilice la información de su nueva dirección a continuación:**

Nombres anteriores (si hubiere)

Dirección

Ciudad

Estado

Código postal

(III) **Información utilizada para calcular su pago individual del Acuerdo y el pago al empleado perjudicado:**

Según los registros de Sunny Delight Beverages Co. ("Sunny Delight"):

Usted trabajó _____ Semanas Laborales durante el Período de la Demanda Colectiva para el Demandado como empleado por horas no exento en California.

Usted trabajó _____ períodos de pago durante el Período PAGA para el Demandado como empleado no exento, por horas, en California.

Con base en lo anterior, se estima que su Adjudicación Individual del Acuerdo para el Período de la Demanda Colectiva es de \$ _____ y que su Pago PAGA al Empleado es de \$ _____.

(IV) **Si no está de Acuerdo con los puntos de la sección (III) anterior, explique por qué en el espacio proporcionado a continuación e incluya copias de cualquier prueba o documentación justificativa con este formulario:**

Si usted disputa la información anterior de los registros de Sunny Delight, los registros de Sunny Delight prevalecerán a menos que usted pueda proporcionar documentación que establezca que los registros de Sunny Delight están equivocados. Si existe una disputa sobre si la información de Sunny Delight o la suya es correcta, y la disputa no puede resolverse de manera informal, la disputa será resuelta por las Partes y el Administrador del Acuerdo tal y como se describe en el "AVISO DE PENDIENCIA DE LA ACCIÓN COLECTIVA Y DE LA PROPUESTA DE ACUERDO COLECTIVO Y PAGA" que acompaña a este Formulario. A menos que el Juez ordene lo contrario, el Administrador del Acuerdo tomará todas las decisiones finales sobre las controversias.

TODAS LAS IMPUGNACIONES, JUNTO CON LA DOCUMENTACIÓN JUSTIFICATIVA, DEBERÁN ESTAR MATASELLADAS A MÁS TARDAR EL << RESPONSE DEADLINE >>.



FORMULARIO DE OBJECCIÓN

RENE LOPEZ CONTRA SUNNY DELIGHT BEVERAGES CO.

Tribunal Superior del Condado de Orange Causa No. 30- 2022-01280502-CXC

**RELLENE ESTE FORMULARIO SÓLO SI DESEA OPONERSE AL ACUERDO DE
DEMANDA COLECTIVA**

Para objetarse al Acuerdo de Demanda Colectiva en la causa *Rene Lopez contra Sunny Delight Beverages Co.*, puede comparecer en la Audiencia de Equidad Definitiva y objetar oralmente o puede presentar una objeción por escrito completando los pasos que se indican del 1 al 5 a continuación. No está obligado a comparecer ante el Juez para objetarse al Acuerdo. Si tiene previsto comparecer ante el Juez en la Audiencia de Equidad Definitiva para objetar al Acuerdo, no está obligado a hacerlo, pero aun así puede completar todos los pasos enumerados en 1-4 a continuación.

1. Facilite la siguiente información:

Nombre (en letra de imprenta): _____
(Primer Nombre) (Segundo Nombre) (Apellido)

Dirección: _____

Últimas 4 cifras de su SSN: _____

2. Describa las razones de su objeción al Acuerdo (adjunte documentos adicionales si necesita más espacio):

3. Feche y firme este formulario a continuación:

Fecha _____

Firma: _____

4. CUMPLIMENTE Y ENVÍE POR CORREO ESTE FORMULARIO AL ADMINISTRADOR DEL ACUERDO A LA DIRECCIÓN INDICADA A CONTINUACIÓN DE FORMA QUE SEA FRANQUEADO A MÁS TARDAR EL _____.

René López contra Sunny Delight Beverages Co.

Nombre del Administrador

c/o _____



EXHIBIT B

EXHIBIT B

Expense Summary
Rene Lopez v. Sunny Delight Beverages Co.

EXPENSE	AMOUNT
Mediation Costs (Plaintiff's 50% portion of the mediator's fee)	\$10,000.00
Expert Costs (Analysis for mediation by Berger Consulting Group)	\$7,480.00
Filing Fees (including costs associated with filing instant Final Approval Motion)	\$2,359.61
Service Fees	\$188.56
Copying Costs	\$51.25
Postage Costs	\$44.30
TOTAL:	\$20,123.72

EXHIBIT C

EXHIBIT C



Berger Consulting Group
[REDACTED]
[REDACTED]

DATE: 10/25/2023
INVOICE # [REDACTED]
FOR: *Lopez v Sunny
Delight Beverage*

Bill To:
Lidman Law

DESCRIPTION	AMOUNT
Lopez v Sunny Delight Beverage [REDACTED]	\$ 7,480.00
TOTAL	\$ 7,480.00

Please make all checks payable to: Berger Consulting Group, LLC
[REDACTED]
[REDACTED]

Thank you for your business.

INVOICE

EXHIBIT D

EXHIBIT D

Lidman Law, APC and Haines Law Group, APC

Billing Summary

Rene Lopez v. Sunny Delight Beverages Co.

Activity	Billing Initials/Hrs/Rate	AMOUNT
Initial case research; client intake interviews; review of personnel file payroll records, and other client documents; and new client onboarding.	SML 1.5 hrs @ \$900/hr PKH 2.3 hrs @ \$800/hr MM 4.9 hrs @ \$650/hr DJ 1.5 hrs @ \$175/hr	\$6,637.50
Legal research regarding claims and drafting class action complaint and LWDA letter; prepare First Amended Complaint to add PAGA claim; prepare Second Amended Complaint to add claim for failure to pay sick pay wages at the correct rate of pay	SML 2.7 hrs @ \$900/hr EN 4.1 hrs @ \$800/hr MM 8.1 hrs @ \$650/hr DJ 1.8 hrs @ \$175/hr	\$11,290.00
Meeting and conferring with defense counsel regarding case and mediation; conducting detailed review and analysis of timekeeping and payroll records; review policies and procedures; reviewing and organizing mediation data production; preparing exposure analysis of claims for unpaid time, and statutory penalties; legal research and analysis re claims; drafting, revising and finalizing mediation brief; and communications with client re mediation.	SML 15.1 hrs @ \$900/hr PKH 6.4 hrs @ \$800/hr EN 11.1 hrs @ \$800/hr MM 27.4 hrs @ \$650/hr	\$45,400.00
Preparing for and attending mediation with Jeffrey Krivis.	SML 10.5 hrs @ \$900/hr EN 10.5 hrs @ \$800/hr MM 12.5 hrs @ \$650/hr	\$25,975.00

Negotiating, drafting, and revising memorandum of understanding; negotiating, drafting, and revising long-form settlement agreements and Notice Packet (which consists of <i>(i) the Notice of Pendency of Class Action and Proposed Settlement; (ii) Notice of Individual Settlement Award; (iii) Request for Exclusion Form; and (iv) Objection Form</i>); exchanging multiple drafts of the long form agreement and notice packet documents with defense counsel; and multiple communications with defense counsel re the same; and conferring with co-counsel re edits; and communications with client re same; drafting and executing addendum to stipulation of settlement; drafting and executing second addendum to stipulation of settlement.	SML 14.1 hrs @ \$900/hr PKH 2.4 hrs @\$800/hr EN 2.9 hrs @\$800/hr MM 9.5 hrs @\$650/hr	\$23,105.00
Drafting misc. stipulations, joint reports, requests to continue, and notices, including Notice of Settlement and Notice of Rulings; and communications with defense counsel and exchanging drafts of same with defense counsel.	SL 3.9 hrs @ \$900/hr MM 9.5 hrs @ \$650/hr DJ/MA 3.8 hrs @ \$175/hr	\$10,350.00
Drafting, revising, and filing preliminary approval motion and supporting documents, including client declaration, attorneys' declaration and settlement administrator's declaration;	SML 14.4 hrs @ \$900/hr PKH 2.1 hrs @ \$800/hr EN 3.9 hrs @ \$800/hr MM 24.9 hrs @ \$650/hr DJ 4.60 hrs @ \$175/hr	\$34,750.00

drafting amended settlement agreement; drafting and filing amended proposed order granting preliminary approval; drafting supplemental brief in support of preliminary approval; drafting and filing second supplemental brief in support of preliminary approval; drafting and filing second amended proposed order granting preliminary approval.		
Correspondence with Settlement Administrator after preliminary approval was granted; review and approval mailing of Notice Packets; review weekly correspondence from Settlement Administrator re: opt outs, disputes, and objections and communicate with Settlement Administrator and defense counsel re approved communications with settlement class members	SML 0.7 hrs @\$900/hr MM 1.5 hrs @\$650/hr	\$1,605.00
Drafting final approval motion and supporting documents, including attorneys' declarations and settlement administrator's declaration.	SML 3.9 hrs @ \$900/hr PKH 1.5 hrs @\$800/hr MM 13.1 hrs @\$650/hr MA 3.5 hrs @\$175/hr	\$13,837.50
Misc. meetings between co-counsel re: case status, updates, strategy, mediation, preliminary approval motion, and final approval motion.	SML 11.5 hrs @ \$900/hr PKH 3.4 hrs @\$800/hr EN 7.7 hrs @\$800/hr MM 19.7 hrs @\$650/hr	\$32,035.00
TOTAL:		\$204,985.00

EXHIBIT E

EXHIBIT E

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT F

EXHIBIT F

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
RENE LOPEZ

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
RENE LOPEZ

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. CX104]*

**PROOF OF SERVICE ON LWDA RE:
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Reservation Number: 74183044

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

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, CA 90245.

On January 4, 2024, I served the foregoing document(s) described as:

- 1. Stipulation of Class and PAGA Action Settlement**
- 2. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof**
- 3. Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement**
- 4. Declaration of Elizabeth Nguyen in Support of Motion for Preliminary Approval of Class Action Settlement**
- 5. Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement**
- 6. Declaration of Paul K. Haines in Support of Motion for Preliminary Approval of Class Action Settlement**
- 7. Declaration of Plaintiff Rene Lopez in Support of Motion for Approval of Class Action Settlement**
- 8. Declaration of Jodey Lawrence of Phoenix Class Action Administration Solutions in Support of Plaintiff's Motion for Preliminary Approval**
- 9. [Proposed] Order Granting Preliminary Approval of Class Action Settlement**

on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-907888-22.

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

3 Executed on January 4, 2024, at El Segundo, California.

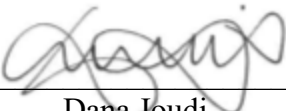
4 
5 _____
6 Dana Joudi
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT G

EXHIBIT G

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
RENE LOPEZ

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
RENE LOPEZ

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. CX104]*

**PROOF OF SERVICE ON LWDA RE:
PLAINTIFF'S SUPPLEMENTAL BRIEF IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, CA 90245.

On July 26, 2024, I served the foregoing document(s) described as:

- 1. Addendum to the Stipulation of Class and PAGA Action Settlement**
- 2. Plaintiff's Supplemental Brief in Support of Motion for Preliminary Approval of Class Action Settlement**
- 3. Supplemental Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement**
- 4. [Proposed] Order Granting Preliminary Approval of Class and PAGA Action Settlement**

on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-907888-22.

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

Executed on July 26, 2024, at El Segundo, California.



Marilyn Ajanel

EXHIBIT H

EXHIBIT H

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
RENE LOPEZ

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
RENE LOPEZ

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. CX104]*

**PROOF OF SERVICE ON LWDA RE:
PLAINTIFF'S FURTHER SUPPLEMENTAL
BRIEF IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, CA 90245.

On November 19, 2024, I served the foregoing document(s) described as:

1. **Second Addendum to the Stipulation of Class and PAGA Action Settlement**
2. **Plaintiff's Further Supplemental Brief in Support of Motion for Preliminary Approval of Class Action Settlement**
3. **Further Supplemental Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class Action Settlement**
4. **[Proposed] Order Granting Preliminary Approval of Class and PAGA Action Settlement**

on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-907888-22.

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

Executed on November 19, 2024, at El Segundo, California.

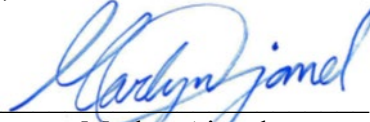

Marilyn Ajanel

EXHIBIT I

EXHIBIT I

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
RENE LOPEZ

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
RENE LOPEZ

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. CX104]*

PROOF OF SERVICE ON LWDA

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

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, CA 90245.

On December 19, 2024, I served the foregoing document(s) described as:

1. Order Granting Preliminary Approval of Class and PAGA Action Settlement

on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-907888-22.

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

Executed on December 19, 2024, at El Segundo, California.


Marilyn Ajanel