

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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]*

**[PROPOSED] ORDER OF FINAL APPROVAL
OF CLASS AND PAGA ACTION
SETTLEMENT AND FINAL JUDGMENT**

Date: April 24, 2025

Time: 2:00 p.m.

Dept.: CX104

[FAC Filed: November 21, 2022]

[Complaint Filed: September 14, 2022]

1 This matter came on regularly for hearing before this Court on April 24, 2025, pursuant to
2 California Rule of Court 3.769 and this Court's December 16, 2024 Order Granting Preliminary
3 Approval of Class and PAGA Action Settlement ("Preliminary Approval Order"). Having considered
4 the parties' Stipulation of Class and PAGA Action Settlement and Second Addendum to the Stipulation
5 of Class and PAGA Action Settlement (collectively "Settlement")¹ and the documents and evidence
6 presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in
7 this case, the risks of further prosecution and the substantial benefits to be received by the Class pursuant
8 to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable,
9 and adequate, and is the product of good faith, arm's-length negotiations between the parties. Good
10 cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class
11 Action Settlement and ORDERS as follows:

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

15 All current and former hourly-paid non-exempt employees who are or
16 previously were employed by Defendant Sunny Delight Beverages Co. who
17 worked at any time in California during the Class Period. For purposes of
18 this Settlement Agreement, the "Class Period" is defined as of September
19 14, 2018 through December 31, 2023.

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

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

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

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

1 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
2 manner of notice were approved by the Court on December 16, 2024, and the notice process has been
3 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
4 practicable under the circumstances. The Notice Packet (which is comprised of the Notice of Pendency
5 of Class Action and Settlement, Notice of Settlement Award, and Request for Exclusion Form) provided
6 due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class
7 members of their rights, and fully satisfied the requirements of California Code of Civil Procedure §
8 1781(e), California Rule of Court 3.769, and due process.

9 4. The Court finds that none of the 164 Settlement Class members objected to the
10 Settlement, zero (0) Class Members have opted out of the Settlement, 3 notices were undeliverable, and
11 that the 100% participation rate in the Settlement supports final approval.

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

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

24 7. The Court finds that given the absence of objections to the Settlement, and objections
25 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.
26
27
28

1 8. The Court orders that Defendant deposit the Gross Settlement Amount of \$850,000 and
2 employer's share of payroll taxes on the portion allocated as wages with a mutually-selected third party
3 administrator within (30) days of the Effective Date.²

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

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

10 11. The Court finds that a service award in the amount of \$7,500.00 for Plaintiff Rene Lopez
11 is appropriate for his risks undertaken and service to the Settlement Class. The Court finds that this
12 award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment
13 in conformity with the terms of the Settlement.

14 12. The Court finds that attorneys' fees in the amount of \$283,333.33 (60% to Haines Law
15 Group, APC or \$170,000.00 and 40% to Lidman Law, APC or \$113,333.33), and litigation costs of
16 \$20,123.72 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
17 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

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

21 14. The Court finds that the payment to the California Labor & Workforce Development
22 Agency ("LWDA") in the amount of \$30,000.00 (or 75% of the \$40,000 for PAGA) for its share of the
23 settlement of Plaintiff's representative action under the California Labor Code Private Attorneys General
24

25 ² This Settlement shall become effective on the "Effective Date" which is defined as the latter of:
26 (a) the Court's final approval of the Settlement if no objections by or on behalf of Class Members
27 have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal
28 has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed. See
Settlement, ¶ 5.B.

1 Act (“PAGA”) is fair, reasonable, and adequate, and orders the Claims Administrator to distribute this
2 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25% or \$10,000
3 will be disbursed to PAGA Employees.

4 15. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for the
5 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in
6 addition to, the Gross Settlement Amount.

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

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

15 18. Settlement Class Members and Plaintiff will release Sunny Delight, its past and present
16 corporate affiliates, subsidiaries, divisions, related entities, divested businesses and business units, and
17 the board members, officers, employees, agents, representatives, insurers and attorneys (collectively,
18 the “Released Parties”) from any and all claims, demands, rights, liabilities and causes of action that
19 were pled or reasonably could have been pled based on the factual allegations contained the Second
20 Amended Complaint under any state law, federal law, common law, equity or other theory that arose
21 during the Class Period with respect to the following claims: (a) failure to pay all minimum wages
22 owed; (b) failure to pay all overtime wages owed; (c) failure to provide meal periods, or premium pay
23 for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for
24 non-compliant rest periods; (e) failure to reimburse necessary business expenses; (f) failure to provide
25 accurate, itemized wage statements; (g) failure to pay all wages upon termination; (h) failure to pay sick
26 leave at the regular rate of pay; and (i) all claims for unfair business practices that could have been
27 premised on the facts, claims, causes of action or legal theories described above (or predicated on
28

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.

19. 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.”

20. 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.

21. 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

1 alleged in the letters to the LWDA dated September 14, 2022 and November 15, 2023 (collectively, the
2 “PAGA Released Claim”). The time period for the release of the PAGA Release against the Released
3 Parties shall be the same time period as the PAGA Period. PAGA Employees may not opt-out of the
4 PAGA Release.

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

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

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

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

25 23. The releases identified herein shall become effective on the date Defendant fully funds
26 the Gross Settlement Amount and the employer’s share of payroll taxes pursuant to the terms of this
27 Agreement (the “Effective Date of the Releases”). Upon the Effective Date of the Releases, all
28

1 Settlement Class Members shall be deemed to have, and by operation of Judgment shall have, released,
2 waived and relinquished the Released Class Claims, and all PAGA Employees and the State of
3 California shall be deemed to have, and by operation of the Judgment shall have, released, waived and
4 relinquished the PAGA Released Claim.

5 24. This document shall constitute a final judgment pursuant to California Rule of Court
6 3.769(h) which provides, "If the court approves the settlement agreement after the final approval
7 hearing, the court must make and enter judgment. The judgment must include a provision for the
8 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may
9 not enter an order dismissing the action at the same time as, or after, entry of judgment." Pursuant to
10 section 664.6 of the California Code of Civil Procedure, the Court will retain jurisdiction to enforce the
11 Settlement, the Final Approval Order, and this Judgment.

12 25. The Settlement Class members were provided notice that the Final Judgment would be
13 posted on this website in the Notice of Pendency of Class Action and Proposed Settlement mailed to
14 Settlement Class members. A copy of the Final Judgment entered by the Court shall be posted on the
15 Settlement Administrator's website at: (lopez-v-sunny-delight-beverages.phoenixcases.com).

16 24. The Settlement Administrator shall file a declaration regarding the disbursement of
17 Settlement funds on or before **December 31, 2025**.

18 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

19
20 Dated: _____, 2025

21 Honorable Melissa R. McCormick
22 Judge of the Superior Court
23
24
25
26
27
28