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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

JEFFREY REYES, as an individual on behalf of
himself and on behalf of all others similarly
situated,

Plaintiff,

vs.

THE YERBA MATE CO., LLC, a Delaware
Limited Liability Company; GUAYAKI
SUSTAINABLE RAINFOREST PRODUCTS,
INC., a California Corporation; and DOES 1-
100, inclusive,

Defendants

Case No.: 34-2022-00331592

Assigned for All Purposes to:
Hon. Jill Talley
Dept. 23

~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND REQUEST
FOR ATTORNEY'S FEES AND COSTS, AND
JUDGMENT THEREON

Date: August 23, 2024
Time: 9:00 a.m.
Dept. 23

FILED
Superior Court of California
County of Sacramento
08/26/2024
T. Shaddix, Deputy

1 TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

2 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
3 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
4 regarding the Motion, hereby finds and ORDERS as follows:

5 1. The Court has jurisdiction over this matter and over all parties to the action,
6 including the members of the Settlement Class.

7 2. The Joint Stipulation of Class Action Settlement and Release ("Settlement
8 Agreement") attached as Exhibit 1 to the Declaration of Brandon Brouillette in support of
9 Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed on or about October
10 25, 2023, is the product of arms-length negotiations between the parties and the terms of the
11 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement
12 Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein.
13 The Court orders the parties to the Settlement Agreement to perform forthwith their respective
14 duties and obligations thereunder.

15 3. The Settlement Class, which was provisionally certified by the Court in its March
16 7, 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
17 Procedure Section 382 for purposes of settlement only. The Class includes all non-exempt
18 employees, including Plaintiff, who worked for The Yerba Mate Co., LLC, and Guayaki
19 Sustainable Rainforest Products, Inc. ("Defendants") during the Class Period of December 19,
20 2018 through October 14, 2023, but excluding those non-exempt employees covered by the
21 settlement in *Casey Troyer v. The Yerba Mate Co., LLC, et al.*, known as District Case No. 3:20-
22 cv-06065-WHA and as Alameda County Superior Court Case No. RG20068307 whose
23 employment ended prior to April 12, 2021.

24 4. The Court adjudges Plaintiff and the Participating Class Members to have released
25 and forever discharged the Released Parties (as defined in the Settlement Agreement), to the
26 fullest extent permitted by law, from all claims, rights, demands, liabilities, and causes of action
27 that were alleged, or reasonably could have been alleged, reasonably arising from, or related to
28 the same set of operative facts as those set forth in the operative First Amended Complaint during

1 the Class Period, including but not limited to: (a) all claims for unpaid minimum wages; (b) all
2 claims for unpaid overtime; (c) all claims for meal and rest break violations; (d) all claims for the
3 failure to reimburse for necessary business expenses; (e) all claims for the failure to timely pay
4 wages upon termination; (f) all claims for wage statement violations; and (g) all claims asserted
5 through California Business & Professions Code §§ 17200, *et seq.*

6 5. The Court further adjudges the State of California, LWDA and all Aggrieved
7 Employees are deemed to release the Released Parties from all claims for civil penalties under
8 California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought
9 based on the facts alleged in Plaintiff's LWDA letter during the PAGA Period, or as were alleged
10 in Plaintiff's operative First Amended Complaint. The release of the Released PAGA Claims shall
11 be effective as to all PAGA Members, regardless of whether a PAGA Member submitted a request
12 for an exclusion from the Class.

13 6. One individual – April Delgado – submitted a timely and valid Request for
14 Exclusion from the Settlement. This individual is therefore excluded from the Class and is not
15 bound by the Settlement Agreement or this Order and Judgment, except as to the release of claims
16 under PAGA.

17 7. The Settlement Administrator is ordered to distribute to the Participating
18 Settlement Class Members and to the Aggrieved Employees their respective settlement payments
19 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
20 the check void date shall be forwarded to the California State Controller's Unclaimed Property
21 Fund. No funds shall revert to Defendant.

22 8. The Court further orders that the Class Members be provided with notice of this
23 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
24 copy of this Order and Judgment on its website for a minimum of sixty (60) days within seven (7)
25 calendar days of entry of the Judgment.

26 9. The Court approves an award of attorney's fees to Class Counsel in the amount of
27 \$91,666.00, and an award of costs and expenses in the amount of \$18,066.46. Such amounts shall
28 be paid as provided in the Settlement Agreement.

1 10. The Court approves a service payment to plaintiff and Class Representative Jeffrey
2 Reyes in the amount of \$5,000.00, and the Settlement Administrator is ordered to make such
3 payment consistent with the terms of the Settlement Agreement.

4 11. The Settlement Agreement provides the Settlement Administrator, Phoenix
5 Settlement Administrators shall be paid from the Gross Settlement Amount for its services in
6 administering the Settlement. As set forth in the Declaration of Taylor Mitzner, the Settlement
7 Administrator is owed \$8,500 for services rendered and to be rendered in administering the
8 settlement. The Court therefore orders that Phoenix be paid the amount of \$8,500 from the Gross
9 Settlement Amount consistent with the terms of the Class Settlement Agreement.

10 12. The Court approves PAGA penalties in the amount of \$20,000, to be paid from the
11 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
12 PAGA. \$15,000 of this amount will be paid to the LWDA as the state's share of the civil penalties,
13 and the remainder of \$5,000 will be distributed to the Aggrieved Employees consistent with the
14 terms of the Settlement Agreement and PAGA.

15 13. The Court sets a Compliance Hearing for August 23, 2025, at 9:00 am in
16 Department 23 of the Sacramento Superior Court. Plaintiff is ordered to file a compliance report
17 at least ten (10) court days before the Compliance Hearing.

18 14. Under California Rule of Court 3.769(h), without affecting the finality of this
19 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
20 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
21 judgment contemplated becomes effective and each and every act agreed to be performed by the
22 parties has been performed under the terms of the Settlement Agreement; (2) any other action
23 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
24 enforcement, construction, and interpretation of the Settlement Agreement.

25 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
26 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
27 This Order is not a finding of the validity or invalidity of any claims in this action or a
28 determination of any wrongdoing by any party. The final approval of the parties' settlement will

1 not constitute any opinion, position or determination of this Court as to the merits of the claims
2 or defenses of any party.

3 16. Judgment is hereby entered as follows: Plaintiff Jeffrey Reyes and the Participating
4 Class Members, consisting of all non-exempt employees, including Plaintiff, who worked for
5 Defendants during the Class Period of December 19, 2018 through October 14, 2023, but
6 excluding those non-exempt employees covered by the settlement in *Casey Troyer v. The Yerba*
7 *Mate Co., LLC, et al.*, known as District Case No. 3:20-cv-06065-WHA and as Alameda County
8 Superior Court Case No. RG20068307 whose employment ended prior to April 12, 2021, who
9 have not otherwise opted out, shall take nothing from Defendants, except as set forth in the
10 Settlement Agreement.

11 17. The Court shall retain jurisdiction over the parties to interpret, implement and
12 enforce this Judgment.

13 IT IS SO ORDERED.

14
15 Dated: 08/26/2024



Jill Talley

Judge of the Superior Court
Jill Talley