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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

MATTHEW VELIZ, individually, on behalf of
 all others similarly situated, and on behalf of the
 State of California and other aggrieved persons,

Plaintiff,

v.

DRINKPAK, LLC, a Delaware limited liability
 company, and DOES 1 through 10, inclusive,

Defendants.

FILED
 Superior Court of California
 County of Los Angeles
01/03/2024
 David W. Slayton, Executive Officer / Clerk of Court
 By: A. Morales Deputy

Case No.: 22STCV37384

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to: Lawrence P.
 Riff, Dept. 7]*

**REVISED ~~PROPOSED~~ ORDER
 GRANTING PLAINTIFFS' MOTION
 FOR PRELIMINARY APPROVAL OF
 CLASS ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: January 2, 2024
 Time: 10:00 a.m.
 Dept: 7

Complaint filed: November 29, 2022
 Trial date: Not set

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1 The Court has before Plaintiffs Matthew Veliz, Jamil M. Bazzy, Ronnie Veliz, and
2 Esteben Joel Veliz Revised Motion for Preliminary Approval of Class Action Settlement.
3 Having reviewed the Revised Motion for Preliminary Approval of Class Action Settlement, the
4 Declaration of John G. Yslas, the Supplemental Declaration of John G. Yslas, the Declaration
5 of Mehrdad Bokhour, the Declaration of Michell Eshaghian, the declarations of Plaintiffs, the
6 Revised Stipulation of Class, Collective and Representative Settlement and Revised Class
7 Notice (which is referred to here as the “Settlement Agreement”), and good cause appearing,
8 the Court hereby finds and orders as follows:

9 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
10 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
11 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
12 the terms set forth in the Settlement Agreement between Plaintiffs Matthew Veliz, Jamil M.
13 Bazzy, Ronnie Veliz, and Esteben Joel Veliz and Defendant DrinkPAK, LLC (“DrinkPAK”),
14 attached to the Supplemental Declaration of John G. Yslas in Support of Plaintiffs’ Motion for
15 Preliminary Approval of Class Action Settlement as Exhibit 5.

16 2. The Settlement falls within the range of reasonableness of a settlement which
17 could ultimately be given final approval by this Court, and appears to be presumptively valid,
18 subject only to any objections that may be raised at the Final Approval Hearing and final
19 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
20 \$700,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
21 a \$20,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
22 which (\$15,000.00) will be paid to the State of California, Labor & Workforce Development
23 Agency and 25% of which (\$5,000.00) will be paid to eligible Aggrieved Employees; (c) a
24 \$20,000.00 allocation toward Fair Labor Standards Act damages; (d) Class Representative
25 service payment of up to \$7,500.00 for each Plaintiff; (e) Class Counsel’s attorneys’ fees, not
26 to exceed 33 1/3% of the Gross Settlement Amount (i.e., \$233,310.00), and up to \$15,000.00 in
27 costs for actual litigation expenses incurred by Class Counsel; (f) Settlement Administration
28 Costs of up to \$10,000.00; and (g) Defendant’s share of employer payroll taxes on the portion

of Individual Class Member payments allocated to wages.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final fairness hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, payment to the State of California, Labor & Workforce Development Agency for its share of the settlement of claims for penalties under the Private Attorneys General Act, and the class representatives' enhancement awards should be finally approved as fair, reasonable and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following class (the "Class"): "all non-exempt employees who have been employed by Defendant in California at any time during the Class Period."

6. "Class Period" means the time period from November 29, 2018, through preliminary approval or January 6, 2024, whichever is sooner, unless otherwise modified by the Escalator Clause of the Settlement Agreement, as stated in Paragraph 38 of the Settlement Agreement.

7. The Court approves the following protocol to effectuate the terms of the Escalator Clause, as set forth in the Settlement Agreement:

1 Defendant represents that during the periods at issue in the Settlement, Class, PAGA,
2 and Collective Members worked no more than 14,000 total unique Qualifying
3 Workweeks. Under the Escalator Clause in the Settlement Agreement, if the number of
4 unique Qualifying Workweeks at issue for the Class, PAGA, and Collective Members is
5 more than twenty-five percent (25%) of the represented number of unique Qualifying
6 Workweeks (i.e., exceeds 17,500 unique workweeks), Defendant will have the option to
7 either pay a proportional amount in addition to the Gross Fund Value for each additional
8 such unique Qualifying Workweeks that exceeds 17,500 unique Qualifying Workweeks,
9 or to stop the Class Period at the point at which the number of unique Qualifying
10 Workweeks is no more 17,500 unique Qualifying Workweeks. Defendant shall provide
11 the Settlement Administrator all data and information needed to determine whether the
12 conditions precedent for the Escalator Clause have been met, and if the Settlement
13 Administrator determines that such conditions have been met, Defendant shall promptly
14 inform the Settlement Administrator of Defendant's election as to whether the Gross
15 Fund Value shall increase, or whether the Class Period end date shall be modified. If
16 and as appropriate, the Settlement Administrator shall further revise the Revised Class
17 Notice, prior to mailing, to reflect all changes required, if any, as a result of the Escalator
18 Clause.

12 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
13 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
14 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
15 of law and fact that are common, or of general interest, to all Settlement Class Members, which
16 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
17 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
18 the interests of the Settlement Class Members; and (5) a class action is superior to other
19 available methods for the fair and efficient adjudication of the controversy.

20 9. The Court appoints as Class Representatives, for settlement purposes only,
21 Plaintiffs Matthew Veliz, Jamil M. Bazy, Ronnie Veliz, and Esteben Joel Veliz. The Court
22 further preliminarily approves Plaintiffs' ability to request an incentive award up to \$7,500.00
23 each.

24 10. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Bills,
25 Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC, Mehrdad Bokhour of
26 Bokhour Law Group, P.C., and Michelle Eshaghian of Eshaghian Law, PC, as Class Counsel.
27 The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of
28 up to one-third of the Total Settlement Amount (i.e., \$233,310.00), and costs not to exceed

\$15,000.00.

11. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$10,000.00.

12. The Court approves, as to form and content, the Revised Class Notice, attached to the Settlement Agreement, which shall be further revised prior to mailing to state that the PAGA period commences January 6, 2022, and ends on the date of preliminary approval or January 6, 2024, whichever is sooner, consistent with the Settlement Agreement, and which also shall be further revised prior to mailing notice, if necessary, to effectuate the terms of the Escalator Clause (as addressed above).

13. The Court finds on a preliminary basis that plan for distribution of the Revised Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

14. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

15. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

16. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	January 16, 2024
Settlement Administrator to mail the Notice Packets	January 30, 2024
Class Member Response Deadline	April 1, 2024
Class Member Deadline to Object	April 1, 2024
Deadline for Administrator to Submit Report	April 15, 2024
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and	July 26, 2024

1	Service Awards to Plaintiffs	
2	Final Approval Hearing	August 19, 2024 at 10:00 a.m.

3 17. The Court further ORDERS that, pending further order of this Court, all
4 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

5 **IT IS SO ORDERED.**

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7
8 DATE: 01/03/2024



Lawrence P. Riff/Judge

Hon. Lawrence P. Riff
Los Angeles County Superior Court