

08/27/2024

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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.

Case No. 22STCV37384

CLASS ACTION

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

**AMENDED ~~PROPOSED~~ JUDGMENT
AND ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed with concurrently with: Memorandum
of Points and Authorities, Declaration of John
G. Yslas, Mehrdad Bokhour, Michelle
Eshaghian, and Nathalie Hernandez]*

FINAL APPROVAL HEARING

Date: August 22, 2024

Time: 11 a.m.

Dept: 7

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13 *Attorneys for Plaintiffs*

1 Plaintiffs Matthew Veliz, Ronnie Veliz, Esteben Joel Veliz, and Jamil M. Bazzzy
2 (“Plaintiffs”) seek an order granting final approval of the revised Stipulation of Class,
3 Collective, and Representative Action Settlement (“Settlement”) between Plaintiffs and
4 Defendants, attached to the Declaration of John G. Yslas in Support of Plaintiff’s Motion for
5 Final Approval of Class Action Settlement as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed
7 and considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of
8 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
9 proceedings had herein, and the absence of any written objections received regarding the
10 proposed settlement, and having reviewed the record in this action, and good cause appearing
11 therefor,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
16 Settlement Class Members, and Defendant DrinkPAK, LLC (“Defendant”).

17 3. The Court finds on a preliminary basis that the Settlement Agreement appears to
18 be fair, adequate, and reasonable and therefore meets the requirements for final approval. The
19 Court grants final approval of the Settlement and the Settlement Class based upon the terms set
20 forth in the revised Stipulation of Class, Collective, and Representative Action Settlement
21 (“Settlement”) between Plaintiffs and Defendants, attached to the Declaration of John G. Yslas
22 in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the settlement subject to the limitations on the requested fees and
25 enhancements as set forth below.

26 5. Plaintiffs and all Settlement Class Members (“Class Members”) shall have, by
27 operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and
28 discharged Defendants from all Released Claims₂ as defined in the Settlement.

1 6. The Released Class Claims means any and all wage and hour claims that were
2 pleaded or could have been pleaded, based on, or which arise out of the facts alleged in the
3 Operative Complaint in the Action, arising during the Class Period. This includes known and
4 unknown claims arising under California Labor Code sections 201-203, 204, 218.5, 218.6,
5 226,226.3, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, the applicable IWC
6 Wage Order(s), the California Unfair Competition Law, California Business and Professions Code
7 section 17200 et seq., as well as all claims arising under the listed Labor Code statutes based on
8 the primary rights of those statutes, irrespective of the theory of recovery alleged.

9 7. The Released PAGA Claims means all claims under the California Private
10 Attorneys General Act of 2004 ("PAGA") alleged in the Operative Complaint or claims that could
11 have been alleged based on the facts pertaining to Plaintiffs and the PAGA Group Members, arising
12 during the PAGA Period. This includes, but is not limited to PAGA claims for (1) failure to pay
13 for all hours worked, including minimum, straight-time and overtime wages, resulting from work
14 performed off-the-clock by, for example, requiring Plaintiffs and Aggrieved Employees to perform
15 work during uncompensated meal periods and rest periods, and/or requiring Plaintiffs and
16 Aggrieved Employees to perform work after clocking out for the day; (2) failure to provide legally
17 compliant meal periods or pay legally mandated premiums in lieu thereof, resulting from work
18 performed during, or in lieu of, meal periods, including by not permitting employees to leave the
19 premises for meal periods; by requiring, pressuring, or encouraging them to perform work tasks
20 that could not be completed without working in lieu of taking mandatory meal periods; and by
21 failing to inform Plaintiffs of their right to, or not permitting them to take, a second meal period
22 when Plaintiffs worked at least 10 hours of work in a workday; (3) failure to provide legally
23 compliant rest periods or pay legally mandated premiums in lieu thereof, resulting from work
24 performed during, or in lieu of, rest periods, requiring, pressuring, or encouraging them to perform
25 work tasks that could not be completed without working in lieu of taking mandatory rest periods
26 (including failure to authorize and permit a third rest break when Plaintiffs worked at least 10 hours
27 of work in a workday); (4) failure to pay all earned wages at least twice per month, resulting from
28 failure to compensate employees for off-the-clock work, as well as noncompliant meal and rest

1 periods; (5) failure to pay overtime and meal and rest period premiums at the appropriate regular
2 rate of pay; (6) failure to maintain accurate records of hours worked, such as documenting off-the-
3 clock work and meal periods taken; (7) failure to pay all wages owed at time of termination of
4 employment such as compensation for off-the-clock work, as well as premiums for noncompliant
5 meal and rest periods; (8) failure to furnish accurate itemized wage statements by failing to set
6 forth all hours worked and corresponding rates of pay; and (9) failure to indemnify necessary
7 business expenses such as tools, vehicle mileage and cell phone expenses (See California Labor
8 Code sections 201-203, 204, 218.5, 218.6, 226,226.3, 226.7, 510, 512, 1182.12, 1194, 1194.2,
9 1197, 1197, 1198, 2899, 2802, and the applicable IWC Wage Order(s)), as well as all claims arising
10 under the listed Labor Code statutes based on the primary rights of those statutes, irrespective of
11 the theory of recovery alleged. It is understood that PAGA Group Members will not have the
12 opportunity to opt out of, or object to, the Released PAGA Claims. Further, the PAGA Group
13 Members are bound by the Released PAGA Claims regardless of whether they cash and/or
14 otherwise negotiate their Individual PAGA Payment.

15 8. The Released FLSA Claims means all wage and hour claims under the Fair Labor
16 Standards Act, 29 U.S.C. section 201, et seq. of whatever kind or nature, whether known or
17 unknown, contingent or accrued, under any legal theory that was or reasonably could have been
18 brought based on the facts alleged in any version of the complaints filed in the Action pertaining
19 to Plaintiffs and the Collective Members.

20 9. The Released Parties means Defendant and all of its present and former parent
21 companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors, employees,
22 agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any
23 other persons acting by through, under or in concert with any of them.

24 10. As of the Effective Date, all members of the Settlement Class, except those that
25 make a valid and timely request to be excluded from the Settlement Class and Settlement, waive,
26 release, discharge, and promise never to assert in any forum or otherwise make a claim against any
27 of the Released Parties for any of the Released Claims arising during the Settlement Period. There
28 have been no requests to be excluded from the Settlement Class.

1 11. The Parties shall bear their own respective attorneys' fees and costs, except as
2 otherwise provided for in the Settlement and approved by the Court.

3 12. Solely for purposes of effectuating the settlement, the Court certified the
4 following Class: "All persons who worked for any Defendant in California as an hourly-paid or
5 non-exempt employee during the Settlement Period."

6 13. The Class Period means the period from November 29, 2018 through June 11,
7 2023.

8 14. No Class Members have objected to the terms of the Settlement.

9 15. The Notice provided to the Class conforms with the requirements of California
10 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
11 by providing individual notice to all Class Members who could be identified through reasonable
12 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
13 therein to the Class Members. The Notice fully satisfies the requirements of due process.

14 16. The Court finds the Settlement Amount, the Net Settlement Amount, and the
15 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
16 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
17 Payments to the Participating Class Members in accordance with the terms of the Joint Stipulation.

18 17. Defendant shall pay a total of \$700,000.00 to resolve this litigation.

19 18. From the Settlement Amount, \$15,000.00 shall be paid to the California Labor and
20 Workforce Development Agency, representing 75% of the penalties awarded under the terms of
21 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act
22 of 2004, California Labor Code section 2698, *et seq.*

23 19. From the Settlement Amount, \$20,000.00 shall be allocated to Plaintiff's claims
24 under the Fair Labor Standards Act, as a FLSA Settlement Fund, all of which will be paid to eligible
25 members of the FLSA Class.

26 20. From the Settlement Amount, \$7,500.00 shall be paid to each named Plaintiff for
27 their service as a class representative and for their agreement to release claims.

21. From the Settlement Amount, \$10,000.00 shall be paid to the Settlement Administrator, ILYM Group, Inc.

22. The Court hereby confirms Wilshire Law Firm, PLC, Bokhour Law Group, P.C., and Eshaghian Law, PC as Class Counsel.

23. From the Settlement Amount, Class Counsel is awarded \$233,310.00 for their reasonable attorneys' fees and \$15,000.00 for their reasonable costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

24. Notice of entry of this Final Approval Order and Judgment shall be given to Class Members by posting a copy of the Final Approval Order and the Judgment on ILYM Group, Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

25. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

26. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

27. The Court sets a Non-Appearance Case Review Re: Disbursement of Funds for February 21, 2024 at 9:00 a.m. in Department 7 of the above-entitled Court. The class administrator must submit a declaration regarding status of the funds 5 court days prior to February 21, 2024.

IT IS SO ORDERED.

DATE: 08/27/2024



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

Hon. Lawrence P. Riff
Los Angeles County Superior Court