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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

11/25/2024 9:15:46 AM

Clerk of the Superior Court
By E. SDCourt, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

CARLOS LIRA *et al.*

Plaintiff,

vs.

ANHEUSER-BUSCH, LLC *et al.*

Defendants.

Case No. 37-2023-00038074-CU-OE-CTL

Hon. Matthew C. Braner
Dept. C-60

CLASS ACTION

**Notice of Entry of Order Granting Final
Approval and Entering Judgment**

Action Filed: September 1, 2023

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

3 1. On October 18, 2024, at 9:00 a.m. in this Department, the Court entered the Final
4 Approval Order and Judgement attached hereto as Exhibit 1.

5 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.

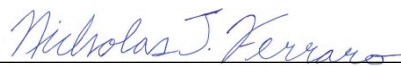
6 3. A copy of this Notice has been submitted to the LWDA via its online electronic portal
7 in accordance with Labor Code § 2699(1)(3).

8 4. Notice of the Court's final ruling and entry of judgment is hereby provided.
9

10 Respectfully submitted,

11 Dated: November 25, 2024

Ferraro Vega Employment Lawyers, Inc.

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14 Nicholas J. Ferraro

15 Attorney for Plaintiff Carlos Lira
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EXHIBIT 1

FILED
Clerk of the Superior Court

NOV 18 2024

By: B. Delgado, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CARLOS LIRA, individually and on behalf of
all others similarly situated and the State of
California under the Private Attorneys General
Act,

Plaintiffs,

v.

ANHEUSER-BUSCH, LLC, and DOES 1
through 50, inclusive,

Defendant.

CASE NO.: 37-2023-00038074-CU-OE-CTL

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: October 11, 2024

Hearing Time: 9:00 a.m.

Judge: Hon. Matthew C. Braner
Dept.: 60

Action Filed: September 1, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Carlos Lira ("Plaintiff") for an order finally approving
2 the Class Action and PAGA Settlement Agreement ("Agreement") with Defendant Anheuser-
3 Busch, LLC ("Defendant"), attorneys' fees and costs, service payment, and the fees and expenses
4 of the Administrator duly came on for hearing on October 11, 2024 before the Honorable Matthew
5 C. Braner. The Class Action and PAGA Settlement Agreement is attached as Exhibit #1 to the
6 Declaration of Nicholas Ferraro filed on September 18, 2024.

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of \$2,750,000 and the terms set
17 forth in the Agreement are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm's length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court's conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On May 31, 2024, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last known addresses on or
4 about July 16, 2024. Mailing of the Class Notice to their last known addresses was the best notice
5 practicable under the circumstances and was reasonably calculated to communicate actual notice
6 of the litigation and the proposed settlement to the Class. The Class Notice fully and accurately
7 informed the Class Members of all material elements of the proposed Settlement and of their
8 opportunity to object to or comment thereon or to seek exclusion from the Class; was valid, due,
9 and sufficient notice to all Class Members; and complied fully with the laws of the State of
10 California, the United States Constitution, due process and other applicable law. The Class Notice
11 fairly and adequately described the Settlement and provided adequate instructions and a variety of
12 means to obtain additional information.

13 7. The deadline for opting out of the Class or submitting written objections to the
14 Settlement was August 26, 2024, which for re-mailings was extended by 14 days. There was an
15 adequate interval between notice and the deadline to permit Class Members to choose what to do
16 and act on their decision. A full opportunity has been afforded to the Class Members to
17 participate in this hearing, and all Class Members and other persons wishing to be heard have been
18 heard. Class Members also have had a full and fair opportunity to exclude themselves from the
19 Class. Accordingly, the Court determines that all Class Members who did not timely and properly
20 submit a request for exclusion are bound by the Settlement and this Final Approval Order and
21 Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an Early Neutral Evaluation Conference with Honorable Alison H. Goddard, U.S.
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1 Magistrate Judge for the U.S. District Court for the Southern District of California. There has
2 been no collusion between the parties in reaching the proposed settlement.

3 b. Plaintiff and his counsel's investigation and discovery have been sufficient
4 to allow the Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. Zero
8 objections were received. Five requests for exclusion were received.

9 e. The participation rate was high. 3,470 Class Members will be mailed a
10 settlement payment, representing 99.86 % of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of the
14 Released Class Claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the Action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$916,666.66 for attorneys' fees, representing one-third (1/3) of the
20 Gross Settlement Amount, and \$21,567.31 for litigation costs and expenses, is reasonable, in light
21 of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
22 results achieved by Class Counsel. The requested award has been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for Class Representative Service Payment of not more
26 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
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1 the risks and burdens undertaken by the Plaintiff in the litigation and for the time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payments to be made to the
5 Class Members and Allegedly Aggrieved Employees, transmit payment for attorneys' fees and
6 costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff,
7 distribute the LWDA PAGA Payment, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$32,500 in fees and expenses, and this amount is reasonable in
10 light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for a PAGA Penalties payment out of the Gross
13 Settlement Amount of \$100,000, which shall be allocated \$75,000 to the LWDA as the LWDA's
14 75% share of the settlement of civil penalties paid pursuant to the PAGA and \$25,000 to be
15 distributed to the Allegedly Aggrieved Employees based on their respective PAGA Pay Periods
16 worked during the PAGA Period. The Court finds this PAGA Penalties payment to be reasonable.
17 All Allegedly Aggrieved Employees will be sent their Individual PAGA Payment and will be
18 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
19 of the Settlement. "Aggrieved Employees" are all individuals who were employed by Defendant
20 in California and classified as a non-exempt employee at any time during the PAGA Period (April
21 1, 2021 through [preliminary approval]). Pursuant to Labor Code section 2699, subdivision (1)(2),
22 the LWDA was provided notice of the Agreement and these settlement terms and has indicated no
23 objection thereto. The Court finds the PAGA Penalties to be reasonable.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 15. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 “All individuals who were employed by Defendant in California and classified as a non-
4 exempt employee at any time during the Class Period (May 1, 2020 through March 10,
5 2024).”

6 16. All persons who meet the foregoing definition are members of the Class, except for
7 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [Rodney
8 Zinyemba, Danny Delgado, Carlos Cobian, Lisa Hwozdek, and Cornelius Bennett].

9 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
10 best interest of the Class.

11 18. The envelopes containing the settlement distributions to Class Member shall bear
12 the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” The
13 settlement distribution checks shall be valid for 180 from the date of mailing. The Settlement
14 Administrator shall mail a reminder postcard to any Class Member whose check has not been
15 negotiated within 60 days after the date of mailing. If (i) any of the Class Members are current
16 employees of the Defendant, (ii) the distribution mailed to those Class Members is returned to the
17 Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid
18 mailing address, the Administrator shall arrange with the Defendant to have those distributions
19 delivered to the Class Members at their place of employment.

20 19. Class Counsel are awarded attorneys' fees in the amount of \$916,666.67 and costs
21 in the amount of \$21,567.31. Class Counsel shall not seek or obtain any other compensation or
22 reimbursement from Defendant, Plaintiff or members of the Class.

23 20. The payment of the Class Representative Service Payment in the amount of
24 \$10,000 to the Plaintiff is approved.

25 21. The payment of \$28,000 to the Administrator for their fees and expenses is
26 approved.

1 22. The PAGA Penalties payment of \$100,000 is approved and shall be allocated in
2 accordance with the Agreement.

3 23. Neither the Agreement nor this Settlement are not an admission by Defendant, nor
4 is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or
5 of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than
6 for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor
7 any document referred to herein, nor any action taken to carry out the Agreement is, may be
8 construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or
9 liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
10 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
11 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
12 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
13 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
14 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
15 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or
16 Released PAGA Claims.

17 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
18 Parties by Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to
19 send notice of entry of this Final Approval Order and Judgment to individual Class Members.

20 25. If the Agreement does not become final and effective in accordance with the terms
21 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
22 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
23 revert to their respective positions as of before entering into the Agreement, and expressly reserve
24 their respective rights regarding the prosecution and defense of this Action, including all available
25 defenses and affirmative defenses, and arguments that any claim in the Action could not be
26 certified as a class action and/or managed as a representative action.

1 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

2 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
3 Plaintiff, Class Members, and Allegedly Aggrieved Employees, shall take nothing in the Action.

4 27. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
5 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
6 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
7 arising from or in connection with the distribution of settlement benefits.

8 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
9 provided in the Agreement and in this Final Approval Order and Judgment.

10 29. Effective on the date when Defendant fully funds the entire Gross Settlement
11 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
12 Payments, all Participating Class Members, on behalf of themselves and their respective former
13 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
14 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
15 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
16 Operative Complaint which occurred during the Class Period. The Released Class Claims include
17 but are not limited to all claims under Labor Code, including sections 201, 202, 203, 204, 218.5,
18 218.6, 221-224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197,
19 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8,
20 section 11000 et seq., seeking unpaid wages, unpaid meal and rest period compensation, unpaid
21 sick time, unpaid reimbursement of necessary expenses, penalties, liquidated damages, reasonable
22 attorneys' fees and costs and any restitution that could be alleged including pursuant to Business
23 and Professions Code sections 17200-17208. Participating Class Members do not release any other
24 claims, including claims for vested benefits, wrongful termination, violation of the Fair
25 Employment and Housing Act, unemployment insurance, disability, social security, workers'
26 compensation, or claims based on facts occurring outside the Class Period.

1 30. Effective on the date when Defendant fully funds the entire Gross Settlement
2 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
3 Payments, Plaintiff and the LWDA are deemed to release, on behalf of themselves and their
4 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
5 and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA
6 Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been
7 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which
8 occurred during the PAGA Period. The Released PAGA Claims include but are not limited to all
9 claims under Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6, 221-224, 226,
10 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802,
11 applicable IWC California Wage Orders and California Code of Regulations, Title 8, section
12 11000 et seq., seeking unpaid wages, unpaid meal and rest period compensation, unpaid sick time,
13 unpaid reimbursement of necessary expenses, penalties, liquidated damages, reasonable attorneys'
14 fees and costs and any restitution that could be alleged including pursuant to Business and
15 Professions Code sections 17200-17208. The Released PAGA Claims do not include other PAGA
16 claims, any Allegedly Aggrieved Employees' claim for individual wages or damages, claims for
17 wrongful termination, discrimination, unemployment insurance, disability, social security,
18 workers' compensation, and PAGA claims outside of the PAGA Period.

19 31. As used herein, the "Released Parties" are: Defendant, Defendant's subsidiaries,
20 affiliates, and or related companies, including, but not limited to Anheuser-Busch Wholesaler
21 Development Corp and Anheuser-Busch Commercial Strategy, LLC, and Defendant's officers,
22 directors, employees, shareholders, and agents.

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2 32. Effective on the date when Defendant fully funds the entire Gross Settlement
3 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
4 Payments, Plaintiff and his or her respective former and present spouses, representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
6 Parties from all claims, transactions, or occurrences that occurred during the Class Period as set
7 forth fully in the Agreement ("Plaintiff's Release").
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9 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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11 Dated: 10/18/24



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13 HON. MATTHEW C. BRANER
14 JUDGE, SUPERIOR COURT OF CALIFORNIA
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EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE

TENTATIVE RULINGS - October 17, 2024

HEARING DATE: 10/18/24 HEARING TIME: 9:00 am DEPT.: 60

JUDICIAL OFFICER:

CASE NO.:37-2023-00038074-CU-OE-CTL

CASE TITLE: Lira vs Anheuser-Busch LLC [IMAGED]

CASE TYPE: (U)Other Employment

HEARING TYPE:

Plaintiff Carlos Lira's unopposed motion for final approval of class action settlement is **GRANTED**. The settlement terms are fair and in compliance with the requirements of *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1800-1801.

Plaintiff also requests \$916,666.67 in attorney fees, \$21,567.31 in costs, and for a \$10,000.00 incentive award to each Plaintiff. Based on experience with the southern California legal markets, including Los Angeles and San Diego, and the evidence submitted in the moving papers, the court concludes these requests are reasonable. Accordingly, Plaintiff's counsel's request for \$916,666.67 in fees and \$21,567.31 in costs is granted, and Plaintiff's request for a \$10,000.00 incentive award is also granted.

Plaintiff's request for payment of \$28,000 to CPT Group, Inc., the Settlement Administrator, is reasonable and within the parameters defined by the settlement agreement. Accordingly, this payment is approved.

The court will sign and enter Plaintiff's proposed order.