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Other Aggrieved Employees, and the General Public*

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CHRISTOPHER LUNA RODRIGUEZ, an
individual, on behalf of himself, all other
aggrieved employees, and the general public,

Plaintiff,

vs.

CLASSIC BEVERAGE OF SOUTHERN
CALIFORNIA, LLC, a California Limited
Liability Company; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 24STCV06523

*[Assigned for all purposes to Hon. Alison
Mackenzie, Department 55]*

**[PROPOSED] ORDER AND FINAL
JUDGMENT**

Complaint Filed: March 15, 2024

1 The Court, having received and considered Plaintiff's Notice of Motion and Motion for
2 Approval of Private Attorneys General Act Settlement Agreement and Award of Attorneys' Fees
3 and Costs, Incentive Payments, and Administrator Costs and the underlying Settlement Agreement,
4 has entered the Amended Order Granting Approval of Private Attorneys General Act Settlement
5 Agreement between Plaintiff Christopher Luna Rodriguez ("Plaintiff"), as proxy to the State of
6 California, and Defendant Classic Beverage of Southern California, LLC ("Defendant") (Plaintiff
7 and Defendant together referred to as "Parties").

8 The PAGA Aggrieved Employees covered under the Settlement consist of the following
9 individuals:

10 All persons who were employed by Defendant in the State of California as non-exempt
11 Sales Associates (aka "Merchandizers") at any time during the period of December 22, 2022
12 through and including November 30, 2024 ("Aggrieved Employees") ("Settlement Period").

13 Defendant shall be entitled to the following release from each and every Aggrieved
14 Employee, including Plaintiff, during the Settlement Period, defined as the time period from
15 December 22, 2022 through and including November 30, 2024:

16 "any and all claims for PAGA civil penalties under the California Labor Code, Wage
17 Orders, regulations, and/or other provisions of law alleged or which could have been alleged
18 to have been violated in the Action or the PAGA Notice Letter with respect to Aggrieved
19 Employees based on the facts alleged in the Action or the PAGA Notice Letter during the
20 Settlement Period."

21 Having duly considered the Parties' papers and oral argument, and good cause appearing

22 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

23 The Court having entered an Order Granting Approval of Private Attorneys General Act
24 Settlement Agreement hereby enters FINAL ORDER OF JUDGMENT in favor of Plaintiff, the
25 State of California and Aggrieved Employees in the amount of One Hundred Fifty Thousand
26 Dollars and Zero Cents (\$150,000.00)

27 The judgment shall bind each PAGA Group Member and the State of California to the
28

1 Settlement and shall operate as a full release and discharge of the Settled Claims against the
2 Released Parties, as set forth in the Settlement Agreement. All rights to appeal the judgment have
3 been waived. The judgment and this Order shall have *res judicata* effect. Plaintiff further expressly
4 waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of
5 California and does so understanding and acknowledging the significance and consequence of
6 specifically waiving section 1542.

7 The Court has considered the Settlement, and the monetary allocations provided thereby,
8 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement
9 Administrator to administer the Settlement and to make the payments as provided by, and consistent
10 with, this Order, the Settlement Agreement, and Order and Judgment Granting Approval of Private
11 Attorneys General Act Settlement Agreement.

12 Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction
13 over this action and the parties, including all Aggrieved Employees and over all matters pertaining
14 to the implementation and enforcement of the terms of the Settlement. Except as provided to the
15 contrary herein, any disputes or controversies arising with respect to interpretation, enforcement or
16 implementation of the Settlement shall be presented by motion to the Court for resolution.

17 This Judgment is intended to be a final disposition of the above-captioned action in its
18 entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction
19 as set forth above, the Court directs the Clerk of the Court to enter Judgment.
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21 **IT IS SO ORDERED.**

22
23 **DATED:** _____, 2025

24 **Hon. Allison McKenzie**
25 **Judge of the Superior Court**
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