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Attorneys for PLAINTIFF LUTHER RODDY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MARIN

LUTHER RODDY and SAVANNAH L.
BURNETT, individuals, on behalf of the state
of California, as a private attorneys general,

Plaintiffs,

vs.

O'NEILL BEVERAGES CO. LLC, a Delaware
Limited Liability Company; and DOES 1-50,
Inclusive;

Defendants

Case No: CIV2200067

**[PROPOSED] ORDER GRANTING
PLAINTFFS' MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Judge: Hon. Stephen P. Freccero
Courtroom: A

1 Plaintiff Savannah L. Burnett ("Plaintiff") moves for approval of the settlement of Plaintiff's
2 claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to
3 California Labor Code § 2699(1), against O'Neill Beverages, Co. ("Defendant").

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
6 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
7 of PAGA Claims ("Settlement Agreement"). The California Labor Workforce Development
8 Agency ("LWDA") was provided with notice of the settlement and the motion for approval of the
9 settlement via its online process and no objection has been received to the settlement or the motion
10 from the LWDA. The Parties seek approval of the settlement of Plaintiff's PAGA claims and the
11 Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement
12 Agreement, which was filed with the Court ("PAGA Settlement"). The PAGA Settlement provides
13 for a Gross Settlement Amount in the total sum of \$625,000, which includes the Net Settlement
14 Amount, PAGA Counsel Award in the amount of \$233,333.33, comprised of attorneys' fees in the
15 amount of \$208,333.33 and reimbursed litigation expenses in the amount of \$22,695.28, Service
16 Award of up to \$10,000 for the Plaintiff, and a Claims Administration Costs estimated in the amount
17 of \$6,000. The Net Settlement Amount is the amount remaining from the Gross Settlement Amount
18 after the deduction of the Claims Administration Costs, PAGA Counsel Award, and Plaintiff's
19 Service Award. The Administrator will be Apex Class Action LLC. The sum of any settlement
20 checks not cashed within 180 days, or the extended deadline as provided in the Settlement
21 Agreement, will be transmitted to the State Controller's Unclaimed Property Fund in the name of
22 the Aggrieved Employees who did not cash their checks. The Court approved the Gross Settlement
23 Amount and the distributions of the Gross Settlement Amount as set forth above.

24 The Court, having reviewed the evidence and papers submitted and argument of counsel,
25 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties' motion and approves the
26 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
27 which shall be allocated and paid out as set forth in the Settlement Agreement.

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1 The “Aggrieved Employees” are defined as “individuals who are or previously were
2 employed by defendant in California and classified as non-exempt employees (“Aggrieved
3 Employees”) at any time between November 1, 2020, through January 28, 2024 (“PAGA Period.
4 Upon entry of Judgment and funding in full of the PAGA Settlement by Defendant, and its former
5 and present parents, subsidiaries, and affiliates, and their current and former officers, directors,
6 employees, partners, shareholders, and agents, and the predecessors and successors, assigns, and
7 legal representatives of all such entities and individuals (“Released Parties”) shall be entitled to a
8 release from the State of California, the LWDA, and Plaintiff as to the following claims: all PAGA
9 claims that occurred within the PAGA Period and that were alleged in the operative Complaint and
10 Plaintiff’s PAGA notices to the LWDA, including former Plaintiff Luther Roddy’s notice to the
11 LWDA, regarding Defendant, and expressly excluding all other claims, including claims for vested
12 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
13 compensation, and PAGA claims outside of the PAGA Period. (“Released PAGA Claims”).

14 Neither the Settlement Agreement nor the settlement contained therein, nor any act
15 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
16 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
17 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
18 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,
19 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
20 any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from
21 this action in any other action that may be brought against it or them in order to support a defense
22 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
23 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
24 similar defense or counterclaim.

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1 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
2 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
3 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
4 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
5 the distribution of settlement benefits.

6 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
7 **ENTERED ACCORDINGLY.**

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9 DATED: _____, 2024
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13 THE HONORABLE STEPHEN P. FRECCERO
14 JUDGE OF THE SUPERIOR COURT
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