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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 09 2020

BY 
JESSICA MORALES, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

JEFFREY WEAST, on behalf of himself,
all others similarly situated, and on behalf
of the general public,

Plaintiff,

v.

CALIFORNIA ASEPTIC BEVERAGES,
LLC; and DOES 1-100,

Defendants.

Case No.: CIVDS1825255
Consolidated with Case No. CIVDS1825256
Assigned for all purposes to Hon. David Cohn

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES,
COSTS, CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT, AND
ENTERING OF FINAL JUDGMENT**

Date: December 9, 2020
Time: 10:00 a.m.
Dept.: S26

Consolidated Actions Filed: September 27, 2018
Trial Date: None Set

**FOX
ON
FOX**

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement, Attorneys'
3 Fees, Costs, Class Representative Enhancement Payment, and Entering of Final Judgment ("Motion
4 for Final Approval") came before this Court, the Honorable David Cohn, presiding, on December
5 9, 2020. The Court having considered the papers submitted in support of the Motion for Final
6 Approval, HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

7 1. All terms used herein shall have the same meaning as defined in the Parties' Joint
8 Stipulation and Settlement Agreement ("Settlement Agreement") and the Order Granting Plaintiff's
9 Motion for Preliminary Approval of Class Action Settlement, Conditional Certification, Approval
10 of Class Notice, Setting of Final Approval Hearing Date ("Preliminary Approval Order").

11 2. The Court finds that the applicable requirements of California Code of Civil
12 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
13 to the Class and the settlement. The Court hereby makes final its earlier provisional certification of
14 the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby
15 defined to include all persons who are or were employed by Defendant California Aseptic
16 Beverages, LLC in California as hourly, non-exempt workers at any time between September 27,
17 2014 through May 29, 2020 ("Class" or "Class Members").

18 3. The Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the proceeding.

20 4. The Notice of Class Action Settlement ("Class Notice") was mailed to Class
21 Members by first-class U.S. mail. The Class Notice informed the Class of the material terms of the
22 settlement, of their right to receive a *pro rata* portion of the Net Settlement Amount, of their right
23 to request exclusion from the settlement, of their right to comment upon or object to the settlement
24 and to appear in person or through counsel at the Final Approval Hearing and of the date set for the
25 Final Approval Hearing. Adequate periods of time were provided by each of these procedures.

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1 settlement. Accordingly, the Court determines that all Class Members who did not submit a timely
2 and valid request for exclusion from the settlement to the Settlement Administrator (“Participating
3 Class Members”) are bound by this Order Granting Plaintiff’s Motion for Final Approval of Class
4 Action Settlement, Attorneys’ Fees, Costs, Class Representative Enhancement Payment, and
5 Entering of Final Judgment (“Final Approval Order and Judgment”).

6 10. The Court hereby confirms David Mara and Jill Vecchi of Mara Law Firm, PC, as
7 Class Counsel in this action.

8 11. The Court hereby confirms Plaintiff Jeffrey Weast as the Class Representative in this
9 action.

10 12. The Court finds and determines that the Individual Settlement Share Payments
11 provided for by the terms of the Settlement Agreement to be paid to the Participating Class Members
12 are fair and reasonable. The Court hereby gives final approval to and orders the payment of those
13 amounts be made to the Participating Class Members in accordance with the terms of the Settlement
14 Agreement.

15 13. The Court finds and determines the Class Representative Enhancement Payment in
16 the sum of \$5,000 to Plaintiff Jeffrey Weast is fair and reasonable. The Court hereby orders the
17 Settlement Administrator to make the payment to the Plaintiff/Class Representative Jeffrey Weast
18 in the amount of \$5,000 for the Class Representative Enhancement Payment in accordance with the
19 terms of the Settlement Agreement.

20 14. The Court finds and determines that the payment to the Settlement Administrator,
21 Phoenix Settlement Administrators, in the sum of \$8,000 for its fee and expenses incurred and to be
22 incurred for the notice and settlement administration process is fair and reasonable. The Court
23 hereby orders the Settlement Administrator to make payment to itself in the amount of \$8,000 for
24 Administration Costs in accordance with the terms of the Settlement Agreement.

25 15. Pursuant to the terms of the settlement, and the authorities, evidence and argument
26 submitted by Class Counsel, the Court hereby approves of an attorneys’ fee award in the sum of

1 \$166,500 and a Cost Award of \$17,396.48 to Class Counsel. The Court finds such amounts to be
2 fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to Class
3 Counsel in the amount of \$166,500 for attorneys' fees and \$17,396.48 for litigation expenses in
4 accordance with the terms of the Settlement Agreement.

5 16. The Court finds and determines that the payment to the Labor and Workforce
6 Development Agency ("LWDA"), in the sum of \$37,500 (which is 75% of the \$50,000 allocated to
7 claims under the Private Attorneys General Act of 2004 ("PAGA")), is fair and reasonable. The
8 Court hereby orders the Settlement Administrator to make the payment to the LWDA in the amount
9 of \$37,500 for the PAGA payment in accordance with the terms of the Settlement Agreement.

10 17. Neither Defendant nor any related persons or entities shall have any further liability
11 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
12 provided for by the Settlement Agreement.

13 18. The Court finds and determines that the release contained in the Settlement
14 Agreement is appropriate and shall bind all Participating Class Members.

15 19. Nothing in this Final Approval Order and Judgment shall preclude any action to
16 enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final
17 Approval Order and Judgment, including the requirement that Defendant make payments to
18 Participating Class Members in accordance with the Settlement Agreement.

19 20. The Court finds and determines that nothing in the Settlement Agreement or this
20 Final Approval Order and Judgment (1) is intended or will be construed as an admission of liability
21 or wrongdoing by Defendant or (2) may be offered in evidence against Defendant (other than solely
22 in connection with this settlement).

23 21. The Court hereby enters final judgment in this action in accordance with the terms
24 of the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and
25 Judgment.

