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FILED  
Superior Court of California  
County of Los Angeles

FEB 18 2021

Sherril R. Carter, Executive Officer/Clerk  
By Stephanie Chung Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES  
SPRING STREET COURTHOUSE

JOSE HERNANDEZ, FRANCISCO  
CASTANEDA ALVAREZ, JOSE PADILLA,  
and JAMES SAELEE as individuals and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

ANHEUSER-BUSCH, LLC, a Missouri  
limited liability company; ANHEUSER-  
BUSCH WHOLESALER DEVELOPMENT  
CORP. DBA ANHEUSER-BUSCH SALES,  
POMONA, a Delaware corporation; and  
DOES 1 through 50, inclusive,

Defendants.

CASE NO. BC646330

Judge: Hon. Daniel J. Buckley  
Dept: 1 - SSC

~~PROPOSED~~ JUDGMENT OF FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT

Date: February 18, 2021  
Time: 10:30 a.m.  
Dept.: SS-1

Filed: January 9, 2017  
FAC: July 25, 2018  
SAC: December 20, 2019  
Trial: None Set

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1 On February 18, 2021, the Court heard the Parties' application for final approval of the  
2 Settlement set forth in the "Joint Stipulation of Class Action Settlement and Release" (the "Joint  
3 Stipulation of Settlement"). Capitalized terms used in this Judgment are as defined in the Joint  
4 Stipulation of Settlement. The Court has considered all papers filed, and the other information  
5 presented, and based on those papers and information presented,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

7 1. This Court has jurisdiction over the subject matter of the Action and over all parties  
8 to the Action, including all members of the Settlement Class.

9 2. The Settlement Class is defined as the following: All persons employed, during  
10 any portion of the time period from and including January 9, 2013 through and including July 27,  
11 2020 (the "Class Period"), in any California-based non-exempt job position (whether union or  
12 non-union), by Anheuser-Busch, LLC or Anheuser-Busch Wholesaler Development Corp. dba  
13 Anheuser-Busch Sales, Pomona, excluding only job positions that both: (i) were at the Van Nuys  
14 or Fairfield brewery locations; and (ii) were also covered by any Collective Bargaining  
15 Agreements. Non-exempt, non-union positions at the Van Nuys or Fairfield brewery locations *are*  
16 included in the Settlement Class. The Settlement Class shall include any heirs, successors, or  
17 assigns or purported assigns of the above-described persons.

18 3. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California  
19 Rules of Court, the Court grants final approval of the Settlement as set forth in the Joint  
20 Stipulation of Settlement. For settlement purposes only, the Court finds that Plaintiffs Jose  
21 Hernandez, Francisco Castaneda Alvarez, Jose Padilla, and James Saelee are adequate  
22 representatives of the Settlement Class and appoints them as such. The Court further finds that  
23 Larry W. Lee of Diversity Law Group, P.C.; Dennis S. Hyun of Hyun Legal APC; Joseph Lavi  
24 and Vincent C. Granberry of Lavi & Ebrahimian, LLP; Sahag Majarian II of Law Offices of Sahag  
25 Majarian II; and Brian D. Chase, Jerusalem F. Beligan, and Ian M. Silvers of Bisnar | Chase LLP  
26 have adequately represented the Settlement Class and are appointed as Class Counsel.

27 4. The Court finds that said Settlement is, in all respects, fair, reasonable, and  
28 adequate to the Settlement Class when balanced against the probable outcome of extensive and

1 costly litigation. Substantial investigation and research have been conducted such that counsel for  
2 the Parties are reasonably able to evaluate their respective positions. It appears to the Court that  
3 Settlement will avoid substantial additional costs by all Parties, as well as the delay and risk that  
4 would be presented by further prosecution of the Action. The Court finds the Settlement that has  
5 been reached is the result of intensive, non-collusive, arm's-length negotiations, including two  
6 mediations with an experienced, third-party neutral.

7         5.       The Court determines that the Parties complied with the distribution of the Class  
8 Notice to the Settlement Class in the manner and form set forth in the Preliminary Approval  
9 Order, and that the Class Notice provided to the Settlement Class was the best notice practicable  
10 under the circumstances and constituted due and sufficient notice to all persons entitled to such  
11 notice.

12         6.       The procedures required by the Preliminary Approval Order have been carried out  
13 and satisfy due process requirements such that all absent Settlement Class Members have been  
14 given the opportunity to participate fully in the exclusion and the approval process.

15         7.       There was one (1) valid Request for Exclusion to the Settlement in response to the  
16 Class Notice, Florencia Glesseman. This individual shall not receive her Class Member  
17 Allocation Amount and shall not be subject to this judgment.

18         8.       The Settlement Class, including Plaintiffs and all the Settlement Class Members  
19 who have not submitted a valid and timely Request for Exclusion, shall be deemed conclusively to  
20 have made the following releases as set forth in the Joint Stipulation of Settlement, which shall  
21 have the force and effect of res judicata as to each of them:

22                 The "Released Parties" means: (a) Defendants and each and all past  
23 or present partners, parents, subsidiaries, or affiliates (regardless  
24 whether such partners, parents, subsidiaries, or affiliates are  
25 individuals, corporations, partnerships, limited partnerships, limited  
26 liability companies, or other forms of entity) of Defendants; (b) each  
27 and all of the predecessor or successor entities of any of those  
28 entities identified in subparagraph (a); (c) any other individuals or  
entities of any kind, including but not limited to any payroll  
companies, which have been or could be alleged to be in any manner  
responsible (whether on an alter ego, joint employer, integrated  
enterprise, or any other theory) for any violations described in the  
release language below and occurring as a result of employment in a  
job position described in paragraph 2 above; and (d) all past and

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present directors, officers, representatives, insurers, agents, shareholders, partners, members, lawyers, and employees of any of the individuals or entities identified in subparagraphs (a), (b), or (c).

Each Settlement Class Member who did not properly opt out (an "Authorized Claimant") shall be hereby deemed fully, finally, and forever to release and discharge each and every one of the Released Parties from all claims, demands, rights, liabilities, and causes of action arising in whole or in part during the Class Period, for any alleged or actual failure to provide proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs; any alleged or actual failure to timely, fully, properly, or completely pay, or any alleged or actual failure to properly calculate, any minimum wages, bonuses, commissions, regular wages, overtime premium wages, meal or rest period premium wages, or other wages owed to Authorized Claimants; any alleged or actual failure to comply with meal or rest period requirements; any alleged or actual failure to properly calculate or to timely, fully, properly, or completely pay vested personal time off or vacation time or pay; any alleged or actual failure to fully or properly reimburse or indemnify for (or for improperly deducting from wages) any employment-related expenses; any actual or alleged failure to pay all wages, or compensation owed to a fired, quitting, or otherwise departing employee; any alleged or actual unfair business practices or any alleged or actual violations of the Private Attorneys General Act, Labor Code section 2699 et seq. ("PAGA") which derive from the foregoing types of released matters; or any alleged or actual failure to pay any interest or penalties owed as a result of any of the foregoing; or (b) in any manner arising out of any of the other facts or legal theories alleged or asserted in the Action or the lawsuits consolidated into the Action whether formally raised in a complaint or otherwise (collectively, the "Released Claims").

The Released Claims include without limitation, but in each case only to the extent described in the preceding paragraphs, claims arising under or out of: (a) any federal or California wage, wage statement, meal or rest period, payment, reimbursement, overtime, or related laws (including, but not limited to, the Fair Labor Standards Act and California Labor Code sections 201-204, 218, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, or the California Wage Orders); (b) any unfair competition laws as defined in California Business and Professions Code Section 17200 et seq.; and (c) any claims for declaratory or injunctive relief or for monetary compensation, whether in the form of wages, damages, penalties, restitution, costs, attorneys' fees, interest, or otherwise.

The Released Claims include all above-described claims whether known or unknown, suspected or unsuspected without regard to the subsequent discovery or existence of previously unknown or additional facts.

9. The Released Claims include any claim of the kind described in Paragraph 8 above whether or not any Settlement Class Member has directly or indirectly assigned, transferred,

1 encumbered, or purported to assign, transfer, or encumber, to any person or entity, whether by  
2 operation of law or otherwise, any portion of any Released Claims.

3 10. All Authorized Claimants shall be bound by all of the releases and other terms of  
4 the Joint Stipulation of Settlement and this Judgment, whether or not they actually receive or cash  
5 their checks for their Individual Settlement Payments, and shall not be permitted to seek any  
6 further payment or any personal relief of any kind, including any payment for damages, wages,  
7 compensation, fees, costs, penalties, or interest, other than their respective Individual Settlement  
8 Payments, on account of the Released Claims.

9 11. Each Authorized Claimant shall not hereafter, individually or as a representative  
10 member of a class, file any civil action, lawsuit, grievance, demand for arbitration, charge, claim,  
11 and/or administrative complaint against Defendants or any of the Released Parties, based upon any  
12 Released Claims.

13 12. The Settlement is not an admission by Defendants or any Released Party, nor is this  
14 Judgment a finding of the validity of any wrongdoing by Defendants or any Released Party.  
15 Neither the Joint Stipulation of Settlement, nor any document referenced therein, nor any action  
16 taken to carry out the Joint Stipulation of Settlement, will be (a) construed as or used as an  
17 admission of liability or an admission that any of Defendants' defenses in the Action are without  
18 merit, or (b) disclosed, referred to, or offered in evidence against Defendants or any Released  
19 Party in any proceeding, except for purposes of effectuating the Settlement or complying with  
20 paragraph 16 of section XIX of the Joint Stipulation of Settlement. However, the Settlement may  
21 be admitted in evidence and otherwise used in any proceeding to enforce its terms, or in defense of  
22 any claims released or barred by the Settlement or this Judgment.

23 13. The Court approves a class representative enhancement award in the amount of  
24 \$10,000 to each of Plaintiffs Jose Hernandez, Francisco Castaneda Alvarez, Jose Padilla, and  
25 James Saelee, which the Court determines to be fair and reasonable.

26 14. The Court awards \$2,916,666.67 in attorneys' fees to Class Counsel, which the  
27 Court determines to be fair and reasonable.

28 15. The Court awards ~~\$76,640.37~~ <sup>\$77,269.57</sup> in costs to Class Counsel, which the Court

1 determines to be fair and reasonable.

2 16. The Court approves a payment of \$150,000 to California's Labor and Workforce  
3 Development Agency.

4 17. The Court approves a payment of \$21,000 to Phoenix Settlement Administrators  
5 for services as claims administrator.

6 18. The Court directs the Parties to effectuate the Settlement according to the terms of  
7 the Joint Stipulation of Settlement, including payment to Authorized Claimants in accordance with  
8 the terms of the Joint Stipulation of Settlement.

9 19. The Parties shall bear all their own costs and attorneys' fees, except as otherwise  
10 set forth in the Joint Stipulation of Settlement or this Judgment.

11 20. Pursuant to California Rule of Court, Rule 3.769(h), and without affecting the  
12 finality of this Judgment, the Court shall retain jurisdiction over the parties to enforce the terms of  
13 the Judgment.

14 21. Notice of Entry of this Judgment may be served on the Settlement Class through  
15 service upon Class Counsel and posting on the Claims Administrator's website.

16 22. The Parties are directed to provide a report to the Court on or before 2/16/2022  
17 on the status of the distribution of the class settlement proceeds.

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Dated: 2/18/2021

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By:

*Daniel J. Buckley*  
The Honorable Daniel J. Buckley  
Los Angeles Superior Court Judge

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