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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

ALEJANDRO FERNANDEZ, VICTOR
MARTINEZ, on behalf of themselves and
all others similarly situated,

Plaintiff,

v.

RIVIERA BEVERAGES, LLC, a
California limited liability company,
Defendant.

Case No.: 30-2018-00997461-CU-OE-CXC
(lead); 30-2019-01056796-CU-OE-CXC

CLASS AND REPRESENTATIVE PAGA
ACTION

*[Assigned to Hon. Peter Wilson
in Dept. CX-101]*

**ORDER AND JUDGMENT GRANTING
PLAINTIFFS’ MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE’S ENHANCEMENT
AWARD, CLASS COUNSEL
ATTORNEYS’ FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS, AND LWDA PAYMENT**

Date: November 21, 2022
Time: 9:00 a.m.
Dept.: CX-102

On November 21, 2022, the Court considered the motion of Plaintiff Alejandro Fernandez and Plaintiff Victor Martinez ("Plaintiffs") for Final Approval of Class and PAGA Action Settlement and Payment of: (1) Class Representative’s Enhancement Award, (2) Class Counsel Attorneys’ Fees and Costs, (3) Settlement Administration Costs, and (4) LWDA Payment. Having considered the Motion, and all legal authorities and documents

1 concurrently and previously submitted in support thereof, including the Joint Stipulation
2 of Settlement and Release of Class Action (“Settlement Agreement”), and good cause
3 appearing, IT IS HEREBY ORDERED that the motion is GRANTED, and the Court
4 hereby enters JUDGMENT, subject to the following findings and orders:

5 1. This Court has jurisdiction over the subject matter of this litigation and over
6 the Parties to this litigation, including the Settlement Class;

7 2. Final approval shall be with respect to the Settlement Class defined as:
8 All individuals currently or formerly employed by Riviera Beverages, LLC from November
9 29, 2014 to July 1, 2020, who are or were employed as hourly, non-exempt employees in
10 California.

11 3. PAGA approval shall be with respect to Aggrieved Employees defined as:
12 All individuals currently or formerly employed by Riviera Beverages, LLC from
13 November 29, 2014 to July 1, 2020, who are or were employed as hourly, non-exempt
14 employees in California.

15 4. The distribution of the Class Notice (“Notice Documents”) to the
16 Settlement Class as set forth in the Settlement Agreement has been completed in
17 conformity with preliminary approval granted on May 9, 2022. The Notice Documents
18 provided adequate notice of the proceedings and about the case, including the proposed
19 settlement terms and the Release by Settlement Class as set forth in the Settlement
20 Agreement. The Notice Documents fully satisfied due process requirements. The Notice
21 Documents were sent via U.S. Mail to all persons entitled to such notice and every
22 Settlement Class Member who could be identified through reasonable effort. As executed,
the Notice Documents constituted the best notice practicable under the circumstances;

23 5. The Court hereby approves the terms set forth in the Settlement Agreement
24 and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable
25 and directs the Parties to effectuate the Settlement Agreement according to its terms. The
26 Court finds that the Settlement Agreement has been reached as a result of informed and

1 non-collusive arm's-length negotiations. The Court further finds that the Parties have
2 conducted extensive investigation and research, and their attorneys were able to
3 reasonably evaluate their respective positions. The Court also finds that settlement now
4 will avoid additional and potentially substantial litigation costs, as well as delay and risks
5 if the Parties were to continue to litigate the case.

6 6. Defendant shall pay the Settlement Class pursuant to the procedure
7 described in the Settlement Agreement and the Notice Documents;

8 7. The Court hereby confirms the appointment of Plaintiff Alejandro
9 Fernandez and Plaintiff Victor Martinez as Class Representatives for settlement purposes
10 and awards a \$5,000 payment to Victor Martinez for his services to the Settlement Class.
11 The Court finds that this amount is fair and reasonable in light of Plaintiff Martinez's
12 contributions to this litigation and the risks he undertook in being a named plaintiff. The
13 enhancement award awarded under this paragraph shall be paid in accordance with the
14 terms of the Settlement Agreement;

15 8. The Court hereby confirms the appointment of Zorik Mooradian and Haik
16 Hacopian of the Mooradian Law, APC, and George H. Bean or George Bean Law as Class
17 Counsel;

18 9. The Court hereby awards attorneys' fees in the amount of \$63,000 and finds
19 that the attorneys' fees requested are reasonable in light of the relevant factors under
20 California law. The attorneys' fees awarded under this paragraph shall be paid in
21 accordance with the terms of the Settlement Agreement;

22 10. The Court also awards costs in the amount of \$12,796.79 and finds that the
23 costs requested are reasonable in light of the relevant factors under California law. The
24 costs awarded under this paragraph shall be paid: \$7,502.91 to Mooradian Law, PC and
25 \$5,293.88 to George Bean Law.

26 11. The Court approves the payment of \$7,500 to CPT Group, Inc. for the fees
and costs of administering the settlement. The payment authorized by this paragraph shall
be made in accordance with the terms of the Settlement Agreement;

