

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 14 2020

S. Salazar

1 Michael Nourmand, Esq. (SBN 198439)
James A. De Sario, Esq. (SBN 262552)
2 **THE NOURMAND LAW FIRM, APC**
8822 West Olympic Boulevard
3 Beverly Hills, California 90211
Telephone (310) 553-3600
4 Facsimile (310) 553-3603

5 Attorneys for Plaintiff,
GUSTAVO A. SANTOS OROZCO, on behalf of
6 himself and all others similarly situated

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10 GUSTAVO A. SANTOS OROZCO, on behalf)
of himself and all others similarly situated,)
11 Plaintiffs,)
12 v.)
13 BEAUMONT JUICE, INC., a California)
14 corporation; PERRICONE JUICES, a business)
entity form unknown; and DOES 1 through)
15 100, Inclusive)
16 Defendants.)
17

CASE NO.: RIC 1722457

[Assigned for all purposes to the Hon.
Sunshine Sykes - Dept. "6"]

~~[REVISED PROPOSED]~~ **ORDER FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

18 On February 13, 2020, the Honorable Sunshine Sykes considered plaintiff, Gustavo A.
19 Santos Orozco's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement and
20 Provisional Class Certification for Settlement Purposes Only and Joint Supplemental Brief in
21 support thereof ("Approval Motion"), Declaration of Michael Nourmand, Supplemental
22 Declaration of Michael Nourmand, Declaration of Zoe Yuzna, Supplemental Declaration of Zoe
23 Yuzna, Declaration of Julie Green, and Declaration of Miriam Lopez in Support of Motion for
24 Preliminary Approval of Class Action Settlement, the Revised Joint Stipulation of Class and
25 Collective Action Settlement ("Settlement Agreement"), Notice of Class Action Settlement,
26 Request for Exclusion Form, Objection Form (collectively "Notice Packet") and the documents
27 submitted in support of the Approval Motion. James A. De Sario, Esq. of The Nourmand Law
28 Firm, APC appeared via CourtCall on behalf of Plaintiff and Plaintiff Class and Adam Y. Siegel,

1 Esq. of Jackson Lewis P.C. appeared on behalf of defendant, Beaumont Juice, Inc. dba Perricone
2 Juices ("Defendant").

3

4 Having considered the Approval Motion, Declaration of Michael Nourmand, Supplemental
5 Declaration of Michael Nourmand, Declaration of Zoe Yuzna, Supplemental Declaration of Zoe
6 Yuzna, Declaration of Miriam Lopez, Declaration of Julie Green and all supporting legal
7 authorities and documents, the Court ordered as follows:

8

9 IT IS HEREBY ORDERED THAT:

10

11 1. This Order incorporates by reference the definitions in the Settlement Agreement,
12 attached as Exhibit "2" to the Supplemental Declaration of Michael Nourmand, in support of
13 preliminary approval, and all terms defined therein shall have the same meaning in this Order as
14 set forth in the Settlement Agreement.

15

16 2. For settlement purpose only, the Court certifies the following Settlement Class: All
17 hourly non-exempt individuals employed in California by Defendant at any time from November
18 30, 2013 through January 30, 2019.

19

20 3. The Court preliminarily appoints named plaintiff, Gustavo A. Santos Orozco as
21 Class Representative and Michael Nourmand, Esq. and James A. De Sario, Esq. of The Nourmand
22 Law Firm, APC as Class Counsel.

23

24 4. The Court hereby preliminarily approves the proposed class settlement upon
25 the terms and conditions set forth in the Settlement Agreement. The Court finds that on a
26 preliminary basis that the Settlement appears to be within the range of reasonableness of
27 settlement that could ultimately be given final approval by the Court. It appears to the Court on a
28 preliminary basis that the Settlement amount is fair, adequate, and reasonable as to all potential

1 Settlement Class members when balanced against the probable outcome of further litigation
2 relating to liability and damages issues. It further appears that extensive and costly investigation
3 and research has been conducted such that counsel for the Parties at this time are reasonably able
4 to evaluate their respective positions. It further appears to the Court that the Settlement at this
5 time will avoid substantial additional costs by all Parties, as well as the delay and risks that would
6 be presented by the further prosecution of the Action. It further appears that the Settlement has
7 been reached as the result of intensive, non-collusive, arms-length negotiations utilizing an
8 experienced third party neutral.

9
10 5. The Court approves, as to form and content, the proposed Class Notice, Opt-out
11 Form, and Objection Form (collectively referred to as the "Notice Packet) attached as Exhibits "A,
12 B and C" to the Order.

13
14 6. The Court directs the mailing of the Notice Packet by first-class mail to the
15 Settlement Class members in accordance with the schedule and procedures set forth in the
16 Settlement Agreement. The Court finds that the dissemination of the Notice Packet set forth in the
17 Settlement Agreement complies with the requirements of due process of law, and appears to be the
18 best notice practicable under the circumstances.

19
20 7. The Court hereby preliminarily approves the definition and disposition of the
21 Maximum Settlement Amount of \$999,999.00, which is inclusive of payment of attorney's fees
22 not to exceed 33.33% of the Maximum Settlement Amount or \$333,333.00, in addition to costs
23 not to exceed \$20,000.00, enhancement award of \$6,500.00 to the named Plaintiff, cost of claims
24 administration of no more than \$10,000.00 and PAGA penalties in the amount of \$25,000.00 of
25 which 75% or \$18,750.00 will be paid to the LWDA and 25% or \$6,250.00 will be paid to
26 participating Class Members. Defendant shall pay the employer's share of government mandated
27 withholdings for FICA, FUTA and SDI on the wage portion of the settlement payments to
28 settlement class members in addition to the Maximum Settlement Amount.

1 8. The Court confirms CPT Group, Inc. as the Claims Administrator, and payment of
2 administrative costs, not to exceed \$10,000.00, out of the Maximum Settlement Amount for
3 services to be rendered by CPT Group, Inc. on behalf of the Class. The Claims Administrator
4 shall prepare and submit to Class Counsel and Defendant's Counsel a declaration attesting to the
5 completion of the notice process as set forth in the Settlement Agreement, including an
6 explanation of efforts to resend any Notice Packet returned undeliverable and the total number of
7 opt-outs and objections received before and after the deadline.

8
9 9. The Court directs Defendant to provide the Claims Administrator with
10 the "Class List" for Class Members providing the following information: (1) names; (2) last
11 known home address and telephone numbers; (3) dates of employment or number of workweeks
12 for the class member during the class period; and (4) social security number. Defendant shall
13 provide the "Class List" as referenced herein to the Claims Administrator pursuant to the terms of
14 the Settlement Agreement.

15
16 10. The Claims Administrator shall use the National Change of Address database
17 (U.S. Postal Service) to check for updated addresses for Class Members and shall then mail, via
18 first class U.S. mail, the Notice Packet to Class Members as approved in paragraph 5 herein, in
19 accordance with the procedure and deadlines set forth in the Settlement Agreement.

20
21 11. The deadline by which Settlement Class members may dispute the number of
22 workweeks, opt-out or object shall be forty-five (45) days from the date of mailing of the Notice
23 Packet. Any Class Member who desires to be excluded from the Settlement must timely mail or
24 fax his or her complete and signed Opt-Out Form in accordance with the Notice Packet. All such
25 persons who properly and timely exclude themselves from the Settlement shall not be class
26 participants, and shall have no rights with respect to the settlement, no interest in the settlement
27 proceeds, and no standing to object to the proposed settlement.

28 ///

1 12. The deadline for filing objections to any of the terms of the Settlement shall be
2 forty-five (45) days from the date of mailing of the Notice Packet. Any Class Member who wishes
3 to object to the Settlement must serve a complete and signed Objection Form on the Claims
4 Administrator, who will email a copy of the Objection Form to Class Counsel and counsel for
5 Defendant. Class Counsel will lodge a copy of the Objection Form with the Court. The objection
6 must set forth, in a clear and concise manner, the factual and legal basis for the objection. Any
7 Class Member who fails to make his or her objection in the manner provided for in this Order shall
8 be deemed to have waived such objection and shall forever be foreclosed from making any
9 objection to or appeal of the fairness, reasonableness or adequacy of the Settlement as incorporated
10 in the Settlement Agreement, or to the award of attorney's fees, costs, or incentive award to class
11 representative.

12
13 13. All papers filed in support of Final Approval, including supporting documents for
14 attorney's fees and costs shall be filed on 5/11/20.

15
16 14. Class Counsel and Counsel for Defendant shall file any responses to any written
17 objections submitted to the Court in accordance with the time frame set forth in the Settlement
18 Agreement.

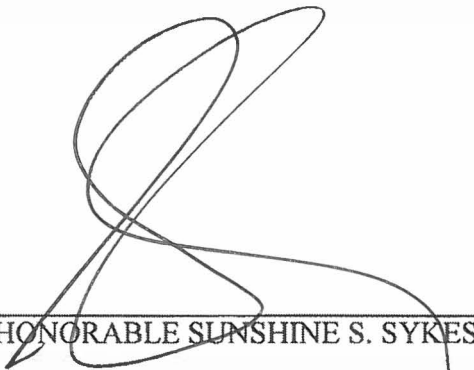
19
20 15. A final approval hearing shall be held with the Court on 5/21/20 at
21 8:30 (a.m./p.m.) in Department "6" of the above-entitled Court to determine (1) whether the
22 proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court;
23 (2) the amount of attorneys' fees and costs to award Class Counsel; and (3) the amount of
24 incentive award to the Class Representative.

25 ///
26 ///
27 ///
28 ///

1 16. In the event the Settlement does not become effective in accordance with the terms
2 of the Settlement, or the Settlement is not finally approved, or is terminated, cancelled or fails to
3 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
4 and the Parties shall revert to their respective positions as of the commencement of the Action.
5 The Parties will be free to assert any claim or defense that could have been asserted at the outset of
6 the Action.

7
8 **IT IS SO ORDERED.**

9
10 DATED: 2/13, 2020



11
12
13 HONORABLE SUNSHINE S. SYKES
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “A”

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Gustavo A. Santos Orozco v. Beaumont Juice, Inc., et al.
Case No. RIC1722457

NOTICE OF CLASS ACTION SETTLEMENT

A Court approved this Notice. This is not a solicitation from an attorney.

**To: ALL HOURLY NON-EXEMPT PERSONS EMPLOYED IN CALIFORNIA BY
BEAUMONT JUICE, INC. AT ANY TIME FROM NOVEMBER 30, 2013
THROUGH JANUARY 30, 2019**

PLEASE READ THIS NOTICE CAREFULLY
AS YOUR LEGAL RIGHTS MAY BE AFFECTED.

YOU MAY BE ENTITLED TO RECEIVE MONEY
FROM THIS SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You are receiving this Notice because you are or were employed by Beaumont Juice, Inc. dba Perricone Juices (“Defendant”) as an hourly non-exempt employee in California between November 30, 2013 to January 30, 2019 (“Settlement Class Member”) and may be entitled to recover money from a class action settlement (the “Settlement”).

This Notice informs you of your rights to share in the settlement of the class action lawsuit *Gustavo A. Santos Orozco v. Beaumont Juice, Inc., et al.*, Case No. RIC1722457 (the “Lawsuit”). This Notice is being sent to you by the order of the Superior Court of California, County of Riverside, which preliminarily approved this class action settlement on [TBD]. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. This Notice informs you of your rights to share in the settlement or if you so choose, to exclude yourself from the settlement or to object to the settlement terms.

If you wish to participate in the settlement and receive a settlement payment, you need not take any action at this time. If the Court approves the settlement, you will be mailed a settlement check at the address on file with the Settlement Administrator.

WHAT IS THIS LAWSUIT AND SETTLEMENT ABOUT?

The Lawsuit was filed by plaintiff Gustavo A. Santos Orozco (“Plaintiff”) on behalf of hourly non-exempt employees of Defendant in California seeking money damages, attorneys’ fees and penalties for the following alleged claims: (a) failure to pay minimum and overtime wages; (b) failure to provide compliant meal periods; (c) failure to provide compliant rest breaks; (d) failure to provide accurate wage statements; (e) failure to pay all wages upon termination; (f) civil penalties pursuant to *Labor Code* Section 2699, *et seq.* premised on the above claims; and (g) unfair business practices premised on the above claims. Plaintiff sought all damages, penalties, interest and other amounts recoverable under the above causes of action under California law, including but not limited to under the California Labor Code. Defendant denies Plaintiff’s allegations and asserts that it has no liability for any of Plaintiff’s or the Settlement Class Members’ claims under any statute, wage order, common law, or equitable theory. The Court did not decide in favor of Plaintiff or Defendant and there was no trial. Plaintiff thinks he could have won at trial. Defendant thinks Plaintiff would not have won anything at trial. Defendant does not admit to any of the claims alleged in the lawsuit and denies that it owes money to Plaintiff or to the Settlement Class Members for any of the alleged claims. Defendant chose to settle this lawsuit as a compromise to avoid the cost of litigation. Plaintiff and his attorneys think the Settlement is best for the Settlement Class Members.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who plaintiff contends have similar claims. Gustavo A. Santos Orozco is the Class Representative or Named Plaintiff in the

Lawsuit, and he asserts claims on behalf of himself and on behalf of employees who plaintiff contends have similar claims and who are referred to as “putative Class Members.” If a class is certified, a class action allows the Court to resolve the claims of all the class members at the same time, rather than litigating or settling multiple individual lawsuits. A Class Member is bound by the determination or judgment entered in the case, whether the Class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action, unless he/she excludes him/herself from the Class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All hourly non-exempt persons employed in California by Defendant at any time from November 30, 2013 through January 30, 2019 (the “Class Period”). The “Settlement Class Members” shall not include any person who submits a timely and valid request for exclusion as provided in this Notice.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendant has agreed to pay \$999,999,000 (“Gross Settlement Amount”) to cover (a) Individual Settlement Payments to Settlement Class Members; (b) the Class Representative Enhancement Payment of up to \$6,500 to the Named Plaintiff; (c) Private Attorney General Act (“PAGA”) penalties in the amount of \$25,000, of which 75% or \$18,750 will be paid to the Labor Workforce Development Agency (“LWDA”) and 25% or \$6,250 to Participating Settlement Class Members; (d) Settlement Administration Expenses not to exceed \$10,000; (e) attorney’s fees and costs awarded by the Court to Class Counsel (the “Class Counsel Award”) (not to exceed \$333,333 in fees and \$20,000 in costs). After deducting items b, c, d, and e from the Gross Settlement Fund, the remaining balance, called the “Net Settlement Amount” will be paid to Participating Settlement Class Members. The Net Settlement Amount will be available to pay all Settlement Class Members who do not exclude themselves from the Settlement. All payments remain subject to Court approval.

This class action settlement includes a release of Defendant and any of its officers, directors, employees and agents, successors and assigns for any of the Released Claims (“Released Parties”) by Settlement Class Members who do not exclude themselves from the Settlement. Upon the date the Court enters an order granting final approval of the Settlement, all Class Members who do not timely submit a valid Request for Exclusion do and will be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged with respect to all of the Released Parties from all claims including all claims under state, federal, or local law, whether statutory, common law, or administrative law, arising out of the claims expressly pleaded in the Lawsuit and all other claims that could have been pleaded based on the facts pleaded in the Lawsuit including: failure to pay minimum and overtime wages; failure to pay for or provide meal and rest periods, failure to pay all wages due to discharged or quitting employees; failure to provide accurate wage statements; alleged violation of Business and Professions Code Section 17200, based on the alleged labor code violations including, but not limited to, injunctive relief; liquidated damages; penalties, civil penalties, including claims under the Private Attorneys General Act of 2004 (“PAGA”) penalties based on the alleged labor code violations, and statutory penalties; interest; fees; costs; and all other claims and allegations made or that could have been made in the Lawsuit based on the facts as plead in the Lawsuit during the period from November 30, 2013 through January 30, 2019

("Released Claims").

HOW MUCH WILL MY PAYMENT BE?

Your share of the settlement will depend on (i) the final number of Settlement Class Members who have not excluded themselves from the Settlement; and (ii) the number of work shifts you were employed during the Settlement Class Period.

"Work shifts" are determined by calculating the number of shifts worked by each Settlement Class Member as an hourly non-exempt employee for Defendant in California during the period of November 30, 2013 through January 30, 2019.

The Settlement Administrator will calculate the total work shifts for all Settlement Class Members. The respective work shifts for each Settlement Class Member will be divided by the total work shifts for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payment.

Defendant's records show that you were employed by Defendant from [start date] to [end date] between November 30, 2013 and January 30, 2019 and worked _[##_]_ work shifts as an hourly non-exempt employee in California during that period. (You may have worked for Defendant prior to November 30, 2013, but that time is not included for purposes of this settlement.) If the settlement is approved, based on those records, your estimated payment is \$[XXX.XX], less applicable taxes and payroll deductions. This amount is only an estimate. The actual amount of the Individual Settlement Payment may increase or decrease based on several factors, including the number of employees who exclude themselves from the settlement.

If you disagree with the employment dates listed above for employment during the period between November 30, 2013 and January 30, 2019 in California, please contact the Settlement Administrator no later than _____, 2019. You will be asked to provide documents to support your dispute. If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator may reject your challenge.

Contact information for the Settlement Administrator is provided below.

Orozco v. Beaumont Juice, Inc., et al.
c/o Settlement Administrator
Mailing Address
Telephone numbers

A portion, or twenty percent (20%), of each Individual Settlement Payment shall be considered settlement of alleged unpaid wages and subject to the withholding of federal, state and local income taxes, including FICA taxes, among other legally required withholdings and deductions. The remaining portions, or eighty percent (80%) of each Individual Settlement Payment shall not be subject to payroll

withholding. The Settlement Administrator shall issue to each Settlement Class Member an IRS Form W-2 for the portion of the individual settlement that is designated as unpaid wages. The Settlement Administrator may issue an IRS Form 1099 to each Settlement Class Member for the remaining portion of the Individual Settlement Payment that is not designated as unpaid wages and other amounts paid pursuant to this settlement. All Settlement Class Members will be responsible for correctly characterizing this income for tax purposes and for paying any taxes on the amounts received.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

To receive a settlement payment, you do not need to do anything. The Settlement Administrator will mail you a check within about 90 days after the court enters a judgment based on this Settlement, but possibly later depending on whether there is any appeal of the judgment entered by the court, so be patient. If you do not exclude yourself from the Settlement, you will receive an Individual Settlement Payment and you will be bound by the terms of the Settlement Agreement.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the settlement, you must complete, sign and return the attached Request for Exclusion from Class ("Opt-Out") Form to the Settlement Administrator at the following address or fax number by no later than _____, 2019:

Orozco v. Beaumont Juice, Inc., et al.
c/o Settlement Administrator
Mailing Address
Telephone numbers
Fax numbers

To be valid, the Request for Exclusion from Class ("Opt-Out") Form must be completed, signed, postmarked or fax stamped by _____, 2019 and returned to the Settlement Administrator at the specified address or fax telephone number above. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement, including the Released Claims described in this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement and you cannot object to the settlement. Class Counsel will not represent your interests in this Lawsuit if you request to be excluded.

WHAT IF I DO NOTHING?

If you do nothing, you will receive a settlement payment and you will be bound by the terms of the Settlement Agreement.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

If you are a Settlement Class Member who has not asked to be excluded from the settlement, you may object to the settlement and appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the "Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on _____, 2020, at 8:30 a.m. in Department "6" at the Riverside Superior Court – Riverside Historic Courthouse located at 4050 Main Street, Riverside, California 92501.

A Settlement Class Member who wishes to object must mail or fax to the Settlement Administrator (at the address above) a completed and signed Objection Form which accompanied this Class Notice and postmarked or faxed by no later than _____, 2019. You are not required to appear at the Final Approval/Settlement Fairness Hearing in order for the Court to consider your objection.

You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

Submitting an objection will *not* exclude you from the Settlement Class. You will still have the right to receive an Individual Settlement Payment, unless you request to be excluded.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you disagree with the terms of the settlement. You can object only if you stay in the Settlement Class. If you submit an objection, you will still receive an Individual Settlement Payment and be bound by the Settlement, if it is approved by the Court.

Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you and you will not receive any Settlement Payment.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the settlement whether or not they timely cash their Individual Settlement Payments.

Final approval of the settlement will bar any Settlement Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims originating between November 30, 2013 and January 30, 2019, which was alleged or that could have been alleged in the operative complaint based on the facts alleged in the operative complaint.

The Settlement Agreement contains additional details about the scope of the release.

WHO REPRESENTS THE CLASS IN THIS CASE?

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiff and the Settlement Class Members are represented by:

Michael Nourmand, Esq.
James A. De Sario, Esq.
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211
Telephone (310) 553-3600

Settlement Class Members will not be charged for these lawyers. Instead, they will be paid from the Gross Settlement Fund.

WHAT IF MY INFORMATION CHANGES?

If your address has changed or you plan to change your address in the next six months, please contact the Settlement Administrator

Orozco v. Beaumont Juice, Inc., et al.
c/o Settlement Administrator
Mailing Address
Telephone numbers
Fax number

IT IS YOUR RESPONSIBILITY TO KEEP AN UPDATED ADDRESS ON FILE WITH THE SETTLEMENT ADMINISTRATOR. YOUR FAILURE TO UPDATE YOUR ADDRESS COULD RESULT IN YOUR SETTLEMENT PAYMENT BEING TRANSMITTED TO THE CALIFORNIA CONTROLLER UNCLAIMED PROPERTY FUND.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Supplemental Declaration of Michael Nourmand in Support of Motion for Preliminary Approval of Class Action Settlement filed on [INSERT DATE], 2020 and available to be inspected at any time during regular business hours at the Clerk's Office at the Riverside Superior Court – Riverside Historic Courthouse located at 4050 Main Street, Riverside, California 92501. You may also review the pleadings, records and other papers on file in this lawsuit at the Clerk's Office or online [INSERT COURT WEB INFORMATION].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [_____]. Please refer to the *Orozco v. Beaumont Juice, Inc., et al.* Class Action Settlement.

If you have any questions about the settlement, you can contact Class counsel:

Michael Nourmand, Esq.
James A. De Sario, Esq.

THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211
Telephone (310) 553-3600

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION
REGARDING THIS SETTLEMENT.***

***PLEASE DO NOT CONTACT DEFENDANT, ITS MANAGERS, OR ATTORNEYS FOR
INFORMATION ABOUT THIS SETTLEMENT.***

4849-6505-3844, v. 1

EXHIBIT “B”

EXHIBIT “C”

OBJECTION FORM

Gustavo A. Santos Orozco v. Beaumont Juice, Inc., et al.
Riverside County Superior Court Case No. RIC1722457

THIS FORM IS TO BE USED ONLY IF YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL BY FIRST CLASS U.S. MAIL OR FAX TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE [RESPONSE DEADLINE].

<p>[INSERT NAME OF ADMINISTRATOR] OROZCO V. BEAUMONT JUICE, INC., ET AL. [ADMINISTRATOR'S ADDRESS] [ADMINISTRATOR'S ADDRESS] TELEPHONE: FAX:</p>
--

DO NOT SUBMIT THIS FORM IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection must describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the *Orozco v. Beaumont Juice, Inc., et al.* Settlement on the following grounds (if additional space is necessary, please include additional sheets of paper):

Executed on _____, 2020

(Signature)

(Print Name)

(Address)

(City, State and Zip Code)

1
2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
5 not a party to the within entitled action; my business address is 8822 West Olympic Boulevard,
6 Beverly Hills, California 90211.

7 On February 6, 2020, I served the following document(s) described as:

8 **[REVISED PROPOSED] ORDER FOR PRELIMINARY APPROVAL OF CLASS ACTION
9 SETTLEMENT**

10 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope,
11 with postage thereon fully prepaid, addressed as follows:

12 Adam Siegel, Esq.
13 Zoe Yuzna, Esq.
14 JACKSON LEWIS P.C.
15 725 South Figueroa Street, Suite 2500
16 Los Angeles, California 90017

17 BY MAIL: As follows: I am readily familiar with our office's practice for collection and
18 processing of correspondence and other materials for mailing with the United States Postal
19 Service. On this date, I sealed the envelope(s) containing the above materials and placed the
20 envelope(s) for collection and mailing on this date at the address stated above, following our
21 office's ordinary business practices. The envelope(s) will be deposited with the United States
22 Postal Service on this date, in the ordinary course of business.

23 I declare under penalty of perjury under the laws of the State of California that the above is
24 true and correct and that this Proof of Service was executed on February 6, 2020, at Beverly Hills,
25 California.

26
27
28

Alejandra Beltran