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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
JAN - 9 2019
BY: *Vanessa Biederich* DEPUTY

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 ELIZABETH LA FUENTE, individually, and
on behalf of other members of the general
13 public similarly situated;

14 Plaintiff,

15 vs.

16 COTT BEVERAGES, INC., an unknown
business entity; COTT CORPORATION, an
17 unknown business entity; and DOES 1 through
100, inclusive,

18 Defendants.

Case No.: CIVDS1510613

Honorable Keith D. Davis
Department S25

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: January 9, 2019
Time: 8:30 a.m.
Department: S25

Complaint Filed: July 28, 2015
Trial Date: None Set

1 This matter has come before the Honorable Keith D. Davis in Department S25 of the
2 above-entitled Court, located at the San Bernardino Justice Center, 247 West Third Street, San
3 Bernardino, California 92415, on Plaintiff Elizabeth La Fuente's ("Plaintiff") Motion for Final
4 Approval of Class Action Settlement, Attorneys' Fees, Costs, and Incentive Award ("Motion for
5 Final Approval"). Lawyers for Justice, PC appeared on behalf of Plaintiff and Drinker Biddle &
6 Reath LLP appeared on behalf of Defendant Cott Beverages, Inc. ("Defendant").

7 On July 20, 2018, the Court entered an Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of
10 Class Action Settlement and Release and Joint Stipulation to Revise Notice of Class Action
11 Settlement in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement
12 (together, "Settlement," "Agreement," or "Settlement Agreement"), which, together with the
13 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with
23 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
24 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

25 The Class is hereby defined to include:

26 All current and former hourly-paid or non-exempt individuals employed by
27 Cott Beverages, Inc. and/or Cliffstar LLC in California at any time during the
28 period from July 28, 2011 to July 20, 2018 ("Class" or "Class Members").

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1 4. The Notice of Class Action Settlement (“Class Notice”) and Mailing Envelope
2 (together, “Notice Packet”) that were provided to the Class Members, fully and accurately
3 informed the Class Members of all material elements of the Settlement and of their opportunity
4 to participate in, object to or comment thereon, or to seek exclusion from, the Settlement; was
5 the best notice practicable under the circumstances; was valid, due, and sufficient notice to all
6 Class Members; and complied fully with the laws of the State of California, the United States
7 Constitution, due process and other applicable law. The Notice Packet fairly and adequately
8 described the Settlement and provided the Class Members with adequate instructions and a
9 variety of means to obtain additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the
11 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
12 whole. More specifically, the Court finds that the Settlement was reached following meaningful
13 discovery and investigation conducted by Lawyers *for* Justice, PC and Girardi & Keese
14 (together, “Class Counsel”); that the Settlement is the result of serious, informed, adversarial,
15 and arms-length negotiations between the parties; and that the terms of the Settlement are in all
16 respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
17 evidence presented, including evidence regarding the strength of Plaintiff’s case; the risk,
18 expense, and complexity of the claims presented; the likely duration of further litigation; the
19 amount offered in the Settlement; the extent of investigation and discovery completed; and the
20 experience and views of Class Counsel. The Court has further considered the absence of any
21 objections to the Settlement and that there was only one (1) valid and timely Request for
22 Exclusion, representing less than 0.3% of the Class Members. Accordingly, the Court hereby
23 directs that the Settlement be affected in accordance with the Settlement Agreement and the
24 following terms and conditions.

25 6. A full opportunity has been afforded to the Class Members to participate in the
26 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
27 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
28 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a

1 timely and valid Request for Exclusion to the Settlement Administrator (“Participating Class
2 Members”) are bound by this Final Approval Order and Judgment.

3 7. The Court finds that Class Member Reyna Maldonado timely and validly opted
4 out of the Settlement and will not be bound by this Final Approval Order and Judgment.

5 8. The Court finds that payment of Settlement Administration Costs in the amount of
6 \$7,599 is appropriate for the services performed and costs incurred for the notice and settlement
7 administration process. It is hereby ordered that the Settlement Administrator, Simpluris, Inc.
8 (“Simpluris”), shall issue payment to itself in the amount of \$7,599, in accordance with the
9 Settlement Agreement.

10 9. The Court finds that the Incentive Award sought is fair and reasonable for the
11 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
12 Administrator issue payment to Plaintiff Elizabeth La Fuente in the amount of \$7,000 as an
13 Incentive Award, according to the terms set forth in the Settlement Agreement.

14 10. The Court finds that the request for an award of attorneys’ fees in the amount of
15 \$665,000 falls within the range of reasonableness, and the results achieved justify the award
16 sought. The requested attorneys’ fees are fair, reasonable, and appropriate, and are hereby
17 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of
18 \$665,000 for attorneys’ fees, in accordance with the Settlement Agreement and the following
19 terms and conditions, as follows: \$532,000 to Lawyers *for* Justice, PC and \$133,000 to Girardi &
20 Keese.

21 11. The Court finds that reimbursement of litigation costs and expenses in the amount
22 of \$23,311.22 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
23 Settlement Administrator issue payment in the amount of \$23,311.22 to Class Counsel for
24 reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement, as
25 follows: \$19,509.22 to Lawyers *for* Justice, PC and \$3,802 to Girardi & Keese.

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1 12. The Court hereby enters Judgment by which Participating Class Members shall be
2 conclusively determined to have given a release of any and all Released Claims against the
3 Released Parties, as set forth in the Settlement Agreement and the Notice Packet. Each
4 Participating Class Member who endorses or otherwise negotiates his or her Individual
5 Settlement Payment check shall be deemed to have opted in for purposes of the Fair Labor
6 Standards Act ("FLSA") and to expressly waive and relinquish, to the fullest extent permitted by
7 law, the Released Parties from all Released Claims arising under the FLSA.

8 13. It is hereby ordered that Defendant shall fund the Class Settlement Amount within
9 ten (10) business days of the Effective Date, in accordance with the Settlement Agreement.

10 14. It is hereby ordered that the Settlement Administrator shall distribute Individual
11 Settlement Payment checks to all Participating Class Members, according to the terms set forth
12 in the Settlement Agreement.

13 15. It is hereby ordered that all funds represented by Individual Settlement Payment
14 checks returned as undeliverable and Individual Settlement Payment checks remaining uncashed
15 for more than one hundred eighty (180) calendar days after they are issued will be distributed
16 within ten (10) business days, as follows: twenty-five percent (25%) to the State Treasury for
17 deposit in the Trial Court Improvement and Modernization Fund, twenty-five percent (25%) to
18 the State Treasury for deposit into the Equal Access Fund of the Judicial Branch, and fifty
19 percent (50%) to Public Counsel, in accordance with the Settlement Agreement.

20 16. After entry of this Final Approval Order and Judgment, pursuant to California
21 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
22 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge
23 to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
24 connection with the distribution of settlement benefits.

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1 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
3 website for a period of at least sixty (60) calendar days after the date of entry of this Final
4 Approval Order and Judgment. No individualized notice shall be required.

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6 Dated: 1.9.19

KEITH D. DAVIS, Judge.

HONORABLE KEITH D. DAVIS
JUDGE OF THE SUPERIOR COURT

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