

FILED
Superior Court of California
County of Los Angeles

07/14/2025

David W. Stryba, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

PAUL GARCIA and PIERRE ATME, on
behalf of themselves, all others similarly
situated, and on behalf of the general public,

Plaintiffs,

v.

HARALAMBOS BEVERAGE CO.; and
DOES 1-100,

Defendants.

Case No. BC660723

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

Date: July 14, 2025

Time: 9:00 a.m.

Electronically Received 06/09/2025 11:46 AM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **I. RECITALS**

2 This action is currently pending before this Court as a class action (the “Action”). Plaintiffs
3 Paul Garcia and Pierre Atme have applied to this Court for an order preliminarily approving the
4 settlement of the Action in accordance with the Class Action Settlement Agreement (the
5 “Agreement”), which together with the exhibit annexed thereto, sets forth the terms and conditions
6 for a proposed settlement and entry of judgment upon the terms and conditions set forth therein.
7 The Court has read and considered the Memorandum of Points and Authorities in support of
8 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, Conditional Certification,
9 Approval of Class Notice, Setting of Final Approval Hearing Date and the declarations submitted
10 therewith. For purposes of this Order, the Court adopts all defined terms as set forth in the
11 Agreement.

12 **II. FINDINGS**

13 After review and consideration of the Agreement and Plaintiffs’ motion for preliminary
14 approval and the papers in support thereof, the Court hereby finds and orders as follows:

15 1. The Agreement falls within the range of reasonableness meriting possible final
16 approval.

17 2. The certification of the Class solely for purposes of settlement is appropriate in that:
18 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
19 impracticable; (2) there are questions of law and fact common to the Class which predominate
20 over any individual questions; (3) Plaintiffs’ claims are typical of the claims of the Class; (4)
21 Plaintiffs and their Counsel have fairly and adequately represented and protected the interests of
22 the Class; and (5) a class action, and class-wide resolution of the action via class settlement
23 procedures is superior to other available methods for the fair and efficient adjudication of the
24 controversy.

25 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
26 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
27 light of the factual, legal, practical, and procedural considerations raised by this case.

28 4. Plaintiffs do not have any conflicts that would preclude them from serving as Class

1 Representatives, and their appointment comports with the requirements of due process.

2 5. Class Counsel does not have any conflicts that would preclude them from acting as
3 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
4 requirements of due process.

5 6. The notice of proposed class action settlement attached as **Attachment A** hereto
6 complies with due process because the notice of proposed class action settlement is reasonably
7 calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the terms of the
8 proposed Agreement; and (iii) their rights, including the right to either participate in the settlement,
9 exclude themselves from the settlement, or object to the settlement. Plaintiffs' proposed plan for
10 class notice and settlement administration is the best notice practicable under the circumstances.

11 **III. ORDER**

12 The Court, having considered the papers submitted in support of the motion for preliminary
13 approval, HEREBY ORDERS THE FOLLOWING:

14 1. The Court finds on a preliminary basis that the provisions of the Agreement are
15 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

16 2. The following Class is conditionally certified for purposes of settlement only: "All
17 persons who were employed by Defendant Haralambos Beverage Company ("Defendant") in the
18 State of California as a truck driver at any time during the Class Period." The Class Period is
19 October 3, 2012 through July 8, 2024.

20 3. The Agreement provides for the following release as to Participating Class
21 Members,¹ which is hereby approved conditionally: "All Participating Class Members release
22 Released Parties² from any and all claims, damages, and penalties alleged in the Operative
23 Complaint or arising out of the facts in the Operative Complaint during the Class Period, including,
24 without limitation, claims for: (1) Failure to Pay All Straight Time Wages, (2) Failure to Pay
25 Overtime, (3) Failure to Provide Meal Periods, (4) Failure to Authorize and Permit Rest Periods,

26 _____
27 ¹ A Participating Class Members is a Class Member who does not submit a valid and timely
Request for Exclusion from the Settlement.

28 ² "Released Parties" means: Defendant and each former and present director, officer, shareholder,
owner, attorney, insurer, predecessor, successor, assignee, subsidiary, and affiliate.

1 (5) Failure to Comply with Itemized Employee Wage Statement Provisions, (6) Failure to Pay All
2 Wages Due at the Time of Termination, (7) Violations of the Unfair Competition Law; and any
3 other claims arising out of Participating Class Members' alleged employment by Released Parties,
4 or any of them, based on or arising out of the allegations of the Operative Complaint. Participating
5 Class Members **do not** release claims for vested benefits, unemployment insurance, disability,
6 social security, workers' compensation, or any claims based on facts outside of the Operative
7 Complaint or outside the Class Period." The release as to these claims will be deemed effective
8 when Defendant funds the settlement.

9 4. The settlement appears to be fair, adequate and reasonable to the Class. The
10 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
11 only to any objections that may be raised at the final approval hearing and final approval by this
12 Court.

13 5. Plaintiffs Paul Garcia and Pierre Atme are conditionally approved as the Class
14 Representatives for the Class.

15 6. The Court acknowledges the request for an incentive payment of \$15,000 to each
16 Plaintiff, Paul Garcia and Pierre Atme, for their service as class representatives which will be
17 decided at the time of Final Approval.

18 7. Mara Law Firm, PC, Cohelan Khoury & Singer, and the Law Offices of Sahag
19 Majarian II are conditionally approved as Class Counsel for the Class.

20 8. The proposed awards of up to \$400,000 in attorneys' fees and up to \$70,000 in
21 actual costs payable to Class Counsel are conditionally approved.

22 9. A final approval hearing on the question of whether the settlement, attorneys' fees
23 and costs to Class Counsel, and the Class Representatives Service Payments should be finally
24 approved as fair, reasonable and adequate as to Class Members is scheduled in Department 17 on
25 the date and time set forth in the Implementation Schedule below.

26 10. The Court confirms Apex Class Action LLC as the Settlement Administrator.

27 11. The proposed payment of up to \$10,000 in costs to Apex Class Action LLC for its
28 services as the Settlement Administrator is conditionally approved.

1 12. The Court approves, as to form and content, the Court Approved Notice of Class
2 Action Settlement and Hearing Date for Final Court Approval in substantially the form attached
3 as **Attachment A** hereto. The Court approves the procedure for Class Members to participate in,
4 to opt out of, and to object to, the settlement as set forth in the notice.

5 13. The Court directs the mailing of the notice of class action settlement by first class
6 mail to Class Members in English and Spanish languages in accordance with the Implementation
7 Schedule below. The Court finds the dates selected for the mailing and distribution of the notice,
8 as set forth in the Implementation Schedule, meet the requirements of due process and provide the
9 best notice practicable under the circumstances and shall constitute due and sufficient notice to all
10 persons entitled thereto.

11 **IV. IMPLEMENTATION SCHEDULE**

12 The Court orders the following Implementation Schedule for further proceedings:

14 15	Deadline for Defendant to submit Class Data to Settlement Administrator	7 calendar days of entry of this Order
16 17	Deadline for Settlement Administrator to Mail Class Notices to Class Members	10 business days after receipt of the Class Data
18 19	Deadline for Settlement Administrator to Set Up Settlement Website	10 business days after receipt of the Class Data
21 22	Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes (“Response Deadline”)	45 calendar days after mailing of Notice to Class Members
24 25	Deadline for Class Members with Re-Mailed Class Notices to Postmark Requests for Exclusion, Objections, or Disputes	15 calendar days after Response Deadline
27 28	Deadline for Class Counsel to file a Motion for Final Approval	16 court days before Final Approval Hearing

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days before Final Approval Hearing
Final Approval Hearing and Final Approval	November 3, 2025 at 10:00 AM E

IT IS SO ORDERED.

Dated: 07/14/2025, 2025



By Laura Seigle
Honorable Laura A. Seigle
Los Angeles Superior Court Judge
Laura A. Seigle / Judge