

OCT 28 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_ DEPUTY

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ADELAIDA MUNOZ, individually and on behalf of all other similarly situated  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF ORANGE**

10  
11 ELENA REYES, MARIA GUADALUPE  
SOSA GALVEZ, and ADELAIDA MUNOZ,  
12 individually and on behalf of all others  
similarly situated,

13 Plaintiff ,

14 vs.

15 WHITE BOTTLE, INC., a California  
corporation, and DOES 1-50, inclusive,  
16

17 Defendants .

Case No. 30-2023-01356499-CU-OE-CXC,

Assigned to Judge William Claster  
Dept. CX101

**AMENDED [~~PROPOSED~~] ORDER  
GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT, APPROVAL OF CLASS  
NOTICE, AND CONDITIONAL  
CERTIFICATION OF SETTLEMENT  
CLASS**

Date: September 5, 2025

Time: 9:00 a.m.

Dept.: CX101

Complaint Filed: October 18, 2023

Trial Date: None

1 **[PROPOSED] ORDER**

2 This matter came before the Court on the application of Plaintiffs Elena Reyes, Maria  
3 Guadalupe Sosa Galvez, and Adelaida Munoz for Preliminary Approval of a Class Action  
4 Settlement (“Settlement Agreement”), Approval of Class Notice, and Conditional Certification of  
5 the Settlement Class (the “Preliminary Approval Motion”). The Court considered the proposed  
6 Class Action Settlement (“Settlement”) attached hereto as **Exhibit 1**, the submissions of counsel,  
7 and all other papers filed in this action. This Order incorporates, by reference, the definitions in the  
8 Settlement. The matter having been submitted, and good cause appearing therefore, this Court  
9 **HEREBY ORDERS THE FOLLOWING:**

10 1. The provisions of the Settlement are hereby preliminarily approved. The Court finds  
11 that the Settlement appears to be fair, adequate, and reasonable, and in the best interests of of  
12 Plaintiff and the Settlement Class, free of collusion and indicia of unfairness, and within the range  
13 of possible judicial approval. The Court also finds that the Settlement resulted from arm’s length  
14 negotiations and is sufficient to warrant the dissemination of Class Notice to Class Members.

15 2. Pursuant to California Code of Civil Procedure section 382 and California Rule of  
16 Court 3.769, and for purposes of, and solely in connection with the Settlement, the Court finds that  
17 each of the requirements for certification of the class set forth in Plaintiff’s Preliminary Approval  
18 Motion are met and hereby conditionally certifies the following Class (“Settlement Class”):

19 all current and former hourly paid, non-exempt employees who worked for White  
20 Bottle Inc in the State of California during the Class Period of October 18, 2019, to  
21 April 29, 2025, who did not sign a severance agreement.

22 3. Certification of the proposed Class for settlement purposes only is appropriate  
23 under California Code of Civil Procedure section 382 and California Rule of Court 3.769. The  
24 Court has considered the Settlement and the papers in support of the Motion for Preliminary  
25 Approval and finds that the proposed Class is proper and should be certified, for settlement  
26 purposes only, in the circumstances of this case. Specifically, the Court finds (a) that the Class is  
27 ascertainable; (b) the Class is sufficiently numerous such that joinder of all members is  
28 impracticable; (c) there are questions of law and fact common to the Class; (d) the name Plaintiff’s

1 claims are typical of the claims of the Class; (e) the named Plaintiffs and Plaintiffs' Counsel have  
2 and are able to adequately represent the Class; and (f) class-wide treatment of this dispute is  
3 superior to other available methods for adjudicating the controversy. It is therefore ordered that  
4 the Class is certified for settlement purposes only.

5 4. If the Settlement is terminated or not consummated, the certification shall be void.  
6 In such case, Plaintiff, the Class Members, and Defendant White Bottle, Inc. ("Defendant") shall  
7 be returned to their respective statuses as of the date immediately prior to the execution of the  
8 Settlement and neither the Settlement nor this Preliminary Approval Order shall have any bearing  
9 on, and neither shall be admissible in connection with (a) any issue in this action or any claim  
10 raised under any other federal, state, or local law that was intended to be encompasses within  
11 Plaintiff's Complaint; (b) whether certification would be appropriate in a non-settlement context;  
12 (c) Defendants' liability for any final judgment or to any Class Member; and (d) any judgment  
13 ultimately sought to be entered against Defendant or otherwise. If the Settlement is terminated or  
14 not consummated, Defendant shall have reserved its rights to oppose any and all class certification  
15 motions and to oppose the adequacy of the named Plaintiffs as the representatives of any putative  
16 class or Plaintiffs' Counsel as Class Counsel.

17 5. The Court appoints and designates the named Plaintiffs, Elena Reyes, Maria  
18 Guadalupe Sosa Galvez, and Adelaida Munoz, as Class Representative.

19 6. The Court appoints and designates James Hawkins, APLC as Class Counsel. Class  
20 Counsel is located at the following address:

21 James R. Hawkins, Esq.  
22 Christina M. Lucio, Esq.  
23 JAMES HAWKINS APLC  
24 9880 Research Drive, Suite 200  
25 Irvine, CA 92618  
26 Telephone: (949) 387-7200  
27 Facsimile: (949) 387-6676

26 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents  
27 required by, or which may be given, pursuant to the Settlement, and such other acts necessary to  
28 finalize the Settlement and its terms. Any Class Member may enter an appearance through his or

1 her own counsel at such Class Member's own expense. Any Class Member who does not enter an  
2 appearance or appear on his or her own behalf will be represented by Class Counsel.

3 7. The Court hereby approves the terms provided for in the Settlement, finding them  
4 to be fair and reasonable and in the best interests of the parties.

5 8. The Court hereby preliminarily approves the Settlement and the Gross Settlement  
6 Amount of \$475,000.00, with the Total Net Settlement Amount, which will be paid to Class  
7 Members who do not opt out or exclude themselves from the class, being calculated by subtracting  
8 the following from the Settlement Fund: (1) Court-approved Attorneys' Fees (in an amount not to  
9 exceed 1/3 (33.33%) of the Settlement Fund (estimated \$158,333.33)); (2) Attorneys'  
10 reimbursement of reasonable and actual litigation expenses incurred (not to exceed Twenty-Seven  
11 Thousand dollars (\$20,000.00)); (3) Settlement Administration expenses to Apex Class Action LLC  
12 (estimated not to exceed \$6,990.00); and (4) the Class Representative Service Payments not to  
13 exceed \$7,500.00 to each Plaintiff, (for a total of \$22,500.00). The Total Net Settlement Amount is  
14 anticipated to be approximately \$267,176.67. There is no reversion to Defendants.

15 9. The Court further preliminarily approves the formulas provided in the Settlement  
16 for calculating Individual Settlement Payments based on the number of Workweeks a Class  
17 Member worked during the Class Period. Additionally, Defendants' employer share of payroll  
18 taxes (e.g. UI, ETT, Social Security and Medicare taxes) on Individual Settlement Payments paid  
19 to the Class Members is not a part of the \$475,000 Gross Settlement Amount and Defendant will  
20 pay such taxes in a payment separate and apart from the other payments which will be deducted  
21 from the Gross Settlement Amount.

22 10. The Court finds on a preliminary basis that the Settlement, including the Class  
23 Representative's Service Payment, Class Counsel Attorneys' Fees and Costs, the Settlement  
24 Administrator fees, and the allocation of payments to Class Members, appears to be within the  
25 range of reasonableness of a settlement that could ultimately be given final approval by this Court.  
26 It appears to the Court on a preliminary basis that the Settlement is fair, adequate and reasonable as  
27 to all potential Class Members when balanced against the probable outcome of further litigation  
28 relating to liability and damages issues. It also appears that extensive and costly investigation

1 research and court proceedings have been conducted so that counsels for the parties are able to  
2 reasonably evaluate their respective positions. It appears to the Court that settlement at this time  
3 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would  
4 be presented by the further prosecution of this class action. It also appears that Settlement has been  
5 reached as result of intensive, serious and non-collusive, arms-length negotiations.

6 11. The Court hereby approves, as to form and content, the Notice of Class Action  
7 Settlement and Hearing Date For Final Court Approval ("Class Notice") to be sent to Class  
8 Members, which is attached to the Settlement Agreement as **Exhibit A**. The Court finds that  
9 distribution of the Class Notice substantially in the manner and form set forth in the Settlement and  
10 this Order meets the requirements of due process and shall constitute due and sufficient notice to  
11 all parties entitled thereto.

12 12. The Court further finds the proposed Class Notice to be the best means practicable  
13 of providing notice under the circumstances and when completed shall constitute due and sufficient  
14 notice of the Action, proposed Settlement, and Final Approval hearing to all persons affected by  
15 and/or authorized to participate in the Settlement, in full compliance with due process and the  
16 requirements of the California Rules of Court and California Code of Civil Procedure.

17 13. The provisions of the Settlement are deemed incorporated as if expressly set forth  
18 in this Preliminary Approval Order and have the full force and effect of an Order of this Court.  
19 Class Members shall have 60 calendar days to object to the Settlement, request exclusion from the  
20 Settlement, or dispute the workweeks allocated and identified in the Class Member's Notice of  
21 Class Action Settlement.

22 14. The Court appoints and designates Apex Class Action LLC as the Settlement  
23 Administrator. The Court hereby directs the Settlement Administrator to provide the approved  
24 Class Notice to the Class Members and administer the Settlement in accordance with the procedures  
25 set forth in the Settlement Agreement attached as Exhibit 1 to the Hawkins Declaration.

26 15. Any Class Member may choose to opt out of and be excluded from the Settlement  
27 as provided in the Settlement and Class Notice and by following the instructions for requesting  
28 exclusion. Any person who timely and properly excludes themselves from the Settlement will not

1 be bound by it or have any right to object, appeal or comment thereon. Any requests for exclusion  
2 must be signed by each such Class Member opting out and sent to the Settlement Administrator.  
3 The completed Request for Exclusion must be sent to the Settlement Administrator, Apex Class  
4 Action LLC, at the address on the form. Class Members who have not timely requested exclusion  
5 shall be bound by all determinations of the Court, the Settlement and the Judgment. Class Members  
6 who do not exclude themselves from the Settlement will receive their Individual Settlement  
7 Payment as Participating Class Members and will be bound by the Judgment.

8 16. Any Class Member may object to the Settlement or express his or her views  
9 regarding the Settlement and may present evidence and file briefs or other papers that may be proper  
10 and relevant to the issues to be heard and determined by the Court as provided in the Class Notice.  
11 To object to the Settlement, or any term of it, the person making the objection must not submit a  
12 Request for Exclusion (*i.e.*, must not opt-out), and must send the Settlement Administrator a Notice  
13 of Objection by the Response Deadline by fax or U.S. Mail. The Notice of Objection must be  
14 signed by the Class Member and contain all information required by this Settlement Agreement.  
15 The postmark date of the mailing will be deemed the exclusive means for determining whether a  
16 written Notice of Objection is timely. The date of the initial mailing of the Notice Packet, and the  
17 date the signed Notice of Objection was postmarked, shall be conclusively determined according  
18 to the records of the Settlement Administrator. The Settlement Administrator shall deliver any  
19 Notice of Objections it receives to Class Counsel and counsel for Defendant within five (5) calendar  
20 days of receipt. Counsel for the Parties shall file with the Court any response to the objections  
21 submitted by objecting Class Members at least ten (10) court days before the date of the Final  
22 Approval/Settlement Fairness Hearing. In addition, or as an alternative to a written Notice of  
23 Objection, Class Members may appear at the Final Approval/Settlement Fairness Hearing to raise  
24 any objections; the Court retains final authority with respect to the consideration and admissibility  
25 of any Class Member Notice of Objection and any in-person objections by Class Members at the  
26 Final Approval/Settlement Fairness Hearing. Class Members who fail to object in writing in  
27 accordance with the above requirements or in person at the Final Approval/Settlement Fairness  
28 Hearing by the date the Court issues an order granting final approval of the Settlement will be

1 deemed to have waived all objections to the Settlement and will be foreclosed from making any  
2 objections, whether by appeal or otherwise, to the Settlement. To the extent a timely Notice of  
3 Objection is withdrawn before final approval, such an objection shall be treated as though no  
4 objection has been made.

5 17. The Settlement Administrator shall file a declaration concurrently with the filing  
6 of any motion for final approval, authenticating a copy of every request for exclusion and/or  
7 objection received by the Settlement Administrator.

8 18. Defendants must exercise any right to void the Settlement before the Final  
9 Approval Hearing in accordance with the terms of the Settlement. Similarly, if Plaintiff wishes to  
10 exercise any right to void the Settlement pursuant to the terms of the Settlement Agreement, they  
11 must exercise any such right before the Final Approval Hearing.

12 19. The motion for final approval shall be filed by the Class Representatives through  
13 Class Counsel no later than sixteen (16) court days before the Final Fairness and Approval  
14 Hearing.

15 20. Upon final approval and completion of administration, all Class Members who  
16 have not submitted requests for exclusion and the Class Representative will be deemed to have  
17 forever released and discharged the Released Claims applicable to them and waived their rights  
18 for the applicable Released Claims, as set forth in the preliminarily approved Settlement.

19 21. The Court reserves the right to adjourn or continue the date of the Final Fairness  
20 and Approval Hearing and all dates provided for in the Settlement without further notice to the  
21 Class and retains jurisdiction to consider further applications concerning the Settlement.  
22 However, Class Counsel will give notice to any objecting party of the continuance of any hearing  
23 on the motion for Final Approval.

24 22. The Court order the following schedule for further proceedings:

- 25 a. No later than November 8, 2025, Defendant shall provide a list containing  
26 Class Members' (i) each Class Member's full name; (ii) last known  
27 mailing address and telephone number; (iii) Social Security number; (iv)  
28 each Class Member's dates of employment in any position encompassed

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by the Class, as defined below; and (v) the respective number of Workweeks that each Class Member worked during the Class Period.

- b. No later than November 22, 2025, the Settlement Administrator shall send the Class Notice via first-class mail to Class Members.
- c. No later than January 21, 2026, Class Members may submit a request for exclusion from the Settlement in accordance with the Settlement.
- d. No later than January 21, 2026, Class Members may submit a dispute or challenge to the information in the Notice in accordance with the Settlement.
- e. No later than January 21, 2026, Class Members may submit objections in accordance with the Settlement.
- f. No later than February 12, 2026 [21 calendar days prior to the filing deadline for Final Approval], the Settlement Administrator shall provide Class Counsel and Defense Counsel a declaration under oath to: (i) certify completion of administration of the Notice Packets to the Court and counsel for all Parties; and (ii) provide all Settlement-related data, including the number of Class Members who submitted valid Requests for Exclusion and/or Notices of Objection to the Settlement.
- g. A Final Approval Hearing shall be held before this Court on March 27, 2026, at 9:00 a.m. to determine all necessary matters concerning the Settlement, including, whether this Court should grant final approval, whether there should be any Attorneys' Fees and Costs Award and/or Service Payment, and the amounts of any such award.

23. Any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing to show cause why the Settlement should not be approved as fair, adequate, and reasonable, or to object to any request for an Attorneys' Fees and Costs Award and/or Service Payment. An objecting Class Member is not required to appear, in person or by counsel, at the Final Approval Hearing to have his or her objection considered by the Court.

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24. Nothing in this Preliminary Approval Order is, or may be construed as, an admission or concession on any point of fact or law by or against the Plaintiffs or Defendants.

25. Class Counsel, Defendant, and the Settlement Administrator are directed to carry out their obligations under the Settlement.

**IT IS SO ORDERED.**

DATED: 10/28/25 By: William D. Claster  
JUDGE OF THE SUPERIOR COURT  
**William D. Claster**