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RECEIVED NOT FILED
Superior Court of California,
County of Tulare
07/17/2024
By: Kim Anaya,
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

KEVIN BECERRA, RIGOBERTO
BENAVIDEZ, RAFI CAMPBELL, and
MANUEL VARGAS HERNANDEZ,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

PACIFIC DISTRIBUTING, INC., a California
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: VCU293519

**CLASS AND REPRESENTATIVE
ACTION**

*[Assigned for all purposes to: Hon. David C.
Mathias, Dept. 1]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: August 8, 2024

Time: 8:30 a.m.

Dept: 1

Complaint filed:	September 27, 2022
FAC filed;	January 24, 2023
Trial date:	Not set

1 The Court has before it Plaintiffs Kevin Becerra, Rigoberto Benavidez, Rafi Campbell,
2 and Manuel Vargas Hernandez' (collectively, "Plaintiffs") Motion for Preliminary Approval of
3 Class Action Settlement. Having reviewed the Motion for Preliminary Approval of Class Action
4 Settlement, the Declaration of Justin F. Marquez, the Class Action and PAGA Settlement
5 Agreement and Class Notice (which is referred to here as the "Settlement Agreement"), and
6 good cause appearing, the Court hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiffs and Defendant Pacific
11 Distributing, Inc. ("Defendant" and together with Plaintiffs, the "Parties"), attached to the
12 Declaration of Justin F. Marquez in Support of Plaintiffs' Motion for Preliminary Approval of
13 Class Action Settlement as **Exhibit 1**.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$425,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
19 a \$20,000.00 payment to the State of California, Labor & Workforce Development Agency for
20 its share of the settlement of claims for penalties under the Private Attorneys General Act, with
21 75% of which (\$15,000.00) will be paid to the LWDA and 25% (\$5,000.00) will be paid to
22 eligible PAGA Members; (c) Class Representative service payment of up to \$10,000.00 for each
23 Plaintiff, Kevin Becerra, Rigoberto Benavidez, Rafi Campbell, and Manuel Vargas Hernandez;
24 (d) Class Counsel's attorneys' fees, not to exceed 33 1/3% of the Gross Settlement Amount
25 (\$141,666.67), and up to \$30,000.00 in costs for actual litigation expenses incurred by Class
26 Counsel; and (e) Settlement Administration Costs of up to \$8,000.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

1 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
2 and reasonable to the class members when balanced against the probable outcome of further
3 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
4 significant informal discovery, investigation, research, and litigation have been conducted such
5 that counsel for the parties at this time are able to reasonably evaluate their respective positions;
6 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
7 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
8 the result of intensive, serious, and non-collusive negotiations between the Parties with the
9 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
10 that the Settlement Agreement was entered into in good faith.

11 4. A final fairness hearing on the question of whether the proposed settlement,
12 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
13 Workforce Development Agency for its share of the settlement of claims for penalties under the
14 Private Attorneys General Act, and the class representative's enhancement award should be
15 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
16 accordance with the Implementation Schedule set forth below.

17 5. The Court provisionally certifies for settlement purposes only the following class
18 (the "Settlement Class"): "Plaintiffs and all other persons who have been employed by
19 Defendant in California as an hourly-paid or non-exempt employee during the statute of
20 limitations period applicable," September 27, 2018 through the date the Court Preliminarily
21 Approves this settlement.

22 6. "Class Period" means the period from September 27, 2018 through the date the
23 Court Preliminarily Approves this settlement.

24 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
27 of law and fact that are common, or of general interest, to all Settlement Class Members, which
28 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the

Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representative, for settlement purposes only, Plaintiffs Kevin Becerra, Rigoberto Benavidez, Rafi Campbell, and Manuel Vargas Hernandez. The Court further preliminarily approves Plaintiffs' ability to request an incentive award up to \$10,000.00 each.

9. The Court appoints, for settlement purposes only, Justin F. Marquez and Erik dos Santos of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Total Settlement Amount (\$141,666.67), and costs not to exceed \$30,000.00.

10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$8,000.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Defendants to provide Class List to the Settlement Administrator	21 days after notice of entry of the Court's order granting Motion for Preliminary Approval
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Settlement Administrator to mail the Notice Packets	10 days after receipt of the Class List from the Defendant
Response Deadline	60 days after Notice is mailed out by the Settlement Administrator and an additional 14 calendar days for Class Members who have their Notice resent.
Deadline to Provide Written Objections, if any	60 days after Notice is mailed out by the Settlement Administrator and an additional 14 calendar days for Class Members who have their Notice resent.
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval, which is _____;
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 1. The hearing may be continued to another date without further notice to the Class Members.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. David C. Mathias
Tulare County Superior Court

Kevin Becerra, et al. v. Pacific Distributing, Inc., et al.
VCU293519

[illegible]

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rpadilla@wilshirelawfirm.com.

On July 17, 2024, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Nina Huerta (SBN 229070)
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 David Rutan (SBN 311345)
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 Kristina M. Koch
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 300 S. Grand Avenue, Suite 2600
 Los Angeles, CA 90071
 Telephone: (213) 485-1500
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Attorneys for Defendant

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on July 17, 2024, at Los Angeles, California.

Rebecca Padilla