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DEC 16 2025

Filed _____
STEPHANIE BOHRER, CLERK

By  _____
DEPUTY

7 Attorneys for Plaintiff, RICARDO BARCENAS and
on behalf of himself and all others similarly situated
8 and aggrieved

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN JOAQUIN – STOCKTON COURTHOUSE**

11 RICARDO BARCENAS, an individual and on
behalf of all others similarly situated and
12 aggrieved,

13 Plaintiff,

14 v.

15 DELTA PACIFIC BEVERAGE COMPANY
LLC, a California limited liability company;
16 and DOES 1 through 100, inclusive,

17 Defendants.

CASE NO.: STK-CV-UOE-2024-2385

*[Assigned for all purposes to the Hon. Blanca
Banuelos, in Dept. 10B]*

~~PROPOSED~~ ⁶² **ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE AWARD**

NOV 21 2025

1 This matter having come before the Court for a final fairness hearing pursuant to the Order
2 of this Court dated August 7, 2025, granting preliminary approval ("Preliminary Approval Order")
3 of the class and representative action settlement upon the terms set forth in the Class and
4 Representative Action Settlement Agreement ("Settlement Agreement"), attached to the declaration
5 of Joshua Shirian filed on June 3, 2025, submitted in support of Motion for Preliminary Approval
6 of the Class and Representative Action Settlement and Certifying Class for Settlement Purposes;
7 and due and adequate notice having been given to the Class Members as required in the Preliminary
8 Approval Order; and the Court having considered all papers filed and proceedings had herein and
9 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
10 **ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement;
12 Service Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference
14 into this Order; all terms defined therein shall have the same meaning in this Order as defined in the
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all
17 Parties to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the settlement class for the purpose
19 of settlement only: "Settlement Class," "Settlement Class Members" or "Class Members": all
20 current and former non-exempt, hourly-paid employees who performed work for Delta Pacific
21 Beverage Company LLC ("Delta Pacific" or "Defendant"), in the State of California, from February
22 27, 2020 through July 18, 2025 ("Class Period").

23 5. The parties released shall include Defendant Delta Pacific Beverage Company LLC
24 and each of its past, present, and future subsidiaries, dba's, affiliates, parents, divisions, related
25 entities, joint venturers, and any other entities that could be considered to have jointly employed the
26 Settlement Class Members and/or Aggrieved Employees, as well as each of their respective owners,
27 co-employers, joint employers, insurers and reinsurers, company-sponsored employee benefit plans
28 of any nature, successors and predecessors in interest, including all of their officers, directors,

1 shareholders, stockholders, investors, members, partners, employees, agents, affiliates, principals,
2 subsidiaries, heirs, estates, executors, spouses, representatives, accountants, auditors, consultants,
3 attorneys, administrators, fiduciaries, trustees, assigns, associates, agents, and all other legal entities
4 affiliated with the foregoing that could be considered to have jointly employed the Settlement Class
5 Members and/or Aggrieved Employees, or who could otherwise be held liable for the Class and/or
6 PAGA Released Claims under applicable law, expressly including, but not limited to Chris Dunn
7 and Kate Dunn, individually and in their representative capacities ("Released Parties").

8 6. "Plaintiff" refers to plaintiff Ricardo Barcenas. -

9 7. Effective only upon the entry of an Order granting Final Approval of the Settlement,
10 entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross
11 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all
12 Participating Class Members release those claims set forth herein as applicable.

- 13 a. Class Released Claims: Except as to the right to enforce the terms and conditions of
14 the Settlement, Plaintiff and all Participating Class Members, on behalf of themselves
15 and their respective former, present and future spouses, children, representatives,
16 agents, attorneys, heirs, administrators, executors, successors, and assigns, release
17 and discharge the Released Parties from all claims, demands, rights, liabilities, causes
18 of action, injuries, grievances, obligations, losses, damages, penalties, interest, fines,
19 debts, liens, liabilities, attorneys' fees, consultant's fees, expert's fees, accountant's
20 fees, costs and any other form of relief or remedy in law or equity, of every nature
21 and description whatsoever, known or unknown, foreseen or unforeseen, anticipated
22 or unanticipated, suspected or unsuspected, arising from or otherwise related to the
23 claims asserted or that could have been asserted against the Released Parties based on
24 the factual allegations asserted in the Operative Complaint filed in the Action for the
25 duration of the Class Period, and any future amendments to the Operative Complaint,
26 whether arising under State or other applicable law, that occurred during the Class
27 Period, including, but not limited to: (1) all claims for failure to pay overtime wages;
28 (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide

1 meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest
2 periods or compensation in lieu thereof; (5) all claims for failure to pay all wages
3 (including vacation pay) due upon separation from employment; (6) all claims for
4 failure to issue accurate and compliant wage statements; (7) all claims for failure to
5 timely pay wages; (8) all claims for failure to comply with Health Workplace Healthy
6 Families Act; (9) all claims for failure to reimburse employees for business expenses;
7 and (10) all claims asserted through California Business & Professions Code section
8 17200, et seq. arising out of the Labor Code violations referenced in the Operative
9 Complaint (the "Class Released Claims"). The Parties additionally agree that the
10 Class Released Claims shall include the release of claims under the federal Fair Labor
11 Standards Act ("FLSA") pursuant to *Rangel v. Check Cashers*, 899 F.3d 1106 (9th
12 Cir. 2018).

13 b. Release by Aggrieved Employees. Except as to the right to enforce the terms and
14 conditions of the Settlement, all Aggrieved Employees fully release and discharge the
15 Released Parties from any and all claims asserted in the PAGA Notice, and alleged
16 in the Operative Complaint for PAGA civil penalties pursuant to all Labor Code
17 sections at issue in the PAGA Notice, including, but not limited to: 96(k), 98.6, 201.3,
18 210, 226.3, 432.7, 432.8, 558, 1174.5, 1197.1, and 2699 in connection with alleged
19 violations of Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212,
20 213, 216, 218.6, 221, 223, 225.5, 226, 226.7, 227.3, 232, 232.5, 245 et seq., 256, 404,
21 409, 432, 432.3, 432.6, 432.7, 432.8, 510, 512, 555, 558, 1102.5, 1174, 1174.5,
22 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 1527, 2802, 2810.5,
23 3366, 3457, 6401, 6402, 6403, 6409, 6409.6, 6432 and 8397.4 (the "PAGA Released
24 Claims"). The Released PAGA Claims are binding upon all PAGA Members upon
25 Court approval and payment of the PAGA Amount. Further, the PAGA Members are
26 bound by the Released PAGA Claims regardless of whether they cash their PAGA
27 check.

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1 8. Distribution of the Notice of Proposed Class Action Settlement and Date for Final
2 Approval Hearing ("Class Notice") directed to the Class Members as set forth in the Settlement
3 Agreement and the other matters set forth herein have been completed in conformity with the
4 Preliminary Approval Order, including individual notice to all Class Members who could be
5 identified through reasonable effort, and was the best notice practicable under the circumstances.
6 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
7 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
8 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

9 9. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
10 objected to the Settlement, thus all Class Members are Participating Class Members.

11 10. The Court further finds that the Settlement is fair, reasonable and adequate and that
12 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
13 settlement under California law, including the provisions of Code of Civil Procedure section 382
14 and Federal Rules of Civil Procedure, Rule 23, approved for use by the California state courts in
15 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

16 11. This Court hereby approves the settlement set forth in the Settlement Agreement and
17 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the parties to
18 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
19 as a result of intensive, serious and non-collusive arm's length negotiations. The Court further finds
20 that the Parties have conducted extensive and costly investigation and research and counsel for the
21 parties are able to reasonably evaluate their respective positions. The Court also finds that
22 settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
23 that would be presented by the further prosecution of this Action. The Court has noted the
24 significant benefits to the Class Members under the settlement. The Court also finds that the classes
25 are properly certified as a class for settlement purposes only.

26 12. The Court approves Plaintiff as the Class Representative.

27 13. The Court approves Joshua Shirian and Aaron Yousefzadeh of Shirian Law, P.C. as
28 Class Counsel.

1 14. The Court approves Phoenix Settlement Administrators ("Phoenix" or "Settlement
2 Administrator") as the Settlement Administrator.

3 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of
4 \$50,000.00, which is one-third (1/3) of the Gross Settlement Amount and to be deducted therefrom.
5 In addition, the Court awards Class Counsel reimbursement of their costs of \$15,226.55 to be
6 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
7 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
8 Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement
9 conferred a significant benefit on the Class and the necessity and financial burden of private
10 enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

11 16. The court hereby approves an incentive award \$7,500.00 to Plaintiff, in consideration
12 for his time, effort, and risk incurred on behalf of the Settlement Class, and for providing a general
13 release and releasing unknown claims pursuant to Civil Code section 1542. The incentive award
14 will be paid to Plaintiff by the Settlement Administrator from the Gross Settlement Amount as set
15 forth in the Settlement Agreement.

16 17. The Court hereby approves the Settlement Administrator's cost in the amount of
17 \$7,750.00. The Settlement Administrator, Phoenix Settlement Administrators, shall be paid the cost
18 of administration of the settlement from the Gross Settlement Amount.

19 18. The Court hereby approves the PAGA penalties amount of \$10,000.00, of which
20 \$7,500.00 shall be paid to the LWDA and the remaining \$2,500.00 to be distributed to the "PAGA
21 Members," defined as all current and former non-exempt employees of Defendant in the State of
22 California at any time between February 27, 2023 to July 18, 2025 ("PAGA Period").

23 19. Except as expressly provided herein, the Parties each shall bear all of their own fees
24 and costs in connection with this matter.

25 20. Any checks from this distribution that are not cashed within one-hundred-eighty
26 (180) calendar days from the date of their issuance shall be canceled and funds associated with such
27 checks shall be transmitted to *cy pres* recipient, PREVAIL CA, as a *cy pres* recipient, thereby
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1 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
2 Section 384, subd. (b).

3 21. Defendant shall make payment of \$150,000.00, the Gross Settlement Amount, and
4 Employer Taxes, to the Settlement Administrator. The Gross Settlement Amount will be paid within
5 thirty (30) calendar days of the date of Final Approval.

6 22. Within seven (7) calendar days after Defendant transfers the GSA and employer side
7 taxes to the Settlement Administrator, or as soon thereafter as practicable, the Settlement
8 Administrator will pay: (1) the NSA to the Settlement Class Members per the terms of this
9 Settlement Agreement and the Final Approval Order; (2) the Court-approved Class Counsel Fees
10 and Costs Award; (3) the Court-approved Settlement Administration Costs; (4) the Court-approved
11 Service Award to the Class Representative; and (5) the Court-approved PAGA Amount to the proper
12 State authority and the PAGA Members.

13 23. Before mailing any checks, the Settlement Administrator must update the recipients'
14 mailing addresses using the National Change of Address Database.

15 24. The Court finds that the class settlement on the terms set forth in the Settlement
16 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
17 the released claims against Defendant.

18 25. An Order to Show Cause Hearing Re: Final Administration of the Class Action
19 Settlement is hereby scheduled for 6/12/27, at 9:00 a.m., in Department 10B of the
20 above entitled Court. At least five (5) calendar days prior to said OSC hearing, the Parties shall file
21 a declaration confirming that the claims have been paid and that administration of all of the terms
22 and conditions of the class action settlement have been completed. Should the Court find that said
23 declaration has sufficiently evidenced full and complete administration of the class action
24 settlement, said OSC hearing will go off-calendar.

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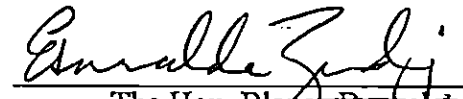
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1 26. Without affecting the finality of the Judgment in any way, this Court hereby retains
2 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
3 and all orders and judgments entered in connection therewith.

4 IT IS SO ORDERED.

5 Dated: Dec. 16, 2025


The Hon. Blanca Bances
Judge of the Superior Court

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8 The Non-appearance compliance hearing is scheduled for
9 Jan. 12, 2027 at 9AM, Dept. 10B. Upon completion of
10 administration of the settlement, the Settlement Admins.
11 or Class Counsel shall provide written certification to the
12 Court and counsel for the parties, which shall be filed
13 no later than five (5) court days before the hearing.
14 If certification is not filed, parties must appear at
15 the hearing.
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