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7 on behalf of himself and all others similarly situated
and aggrieved
8

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

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

13 Plaintiff,

14 v.

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

17 Defendants.
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DEC 16 2025

Filed _____
STEPHANIE BOHRER, CLERK

By  _____
CLERK

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

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

~~[PROPOSED]~~ JUDGMENT

NOV 11 2025

JUDGMENT

Pursuant to the Order Granting Final Approval of the Class and Representative Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. Judgment in this matter is entered in accordance with the Court's Order Granting Motion for Final Approval of Class and Representative Action Settlement ("Order Granting Final Approval") and the parties' Joint Stipulation Re: Class Action and Representative Action Settlement ("Settlement" or "Settlement Agreement"). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The "Settlement Class" ("Settlement Class Members" or "Class Members") means all current and former non-exempt, hourly-paid employees who performed work for Delta Pacific Beverage Company LLC ("Defendant"), in the State of California from February 27, 2020 through July 18, 2025 ("Class Period").

3. "Aggrieved Employees" means individuals working for Delta Pacific Beverage Company LLC ("Defendant"), in California from February 27, 2023 through July 18, 2025 ("PAGA Period").

4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members objected to the Settlement.

5. Within thirty (30) business days following the occurrence of the Effective Date of the Settlement as defined in the Agreement, Defendant shall remit payment of the Gross Settlement Amount and Employer Taxes (as that term is defined in the Agreement) to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured banking institution, for distribution in accordance with the Agreement and the Court's Orders and subject to the conditions described in the Agreement.

6. Within seven (7) calendar days after payment of the full Gross Settlement Amount and Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as approved by the Court; (2) the Attorneys' Fees and Cost Award to be paid to Class Counsel, as approved by the Court; (3) the Settlement Administrator Costs, as approved the Court; (4) the LWDA

1 Payment, as approved by the Court; and (5) Individual PAGA Payments as approved by the Court. The
2 balance remaining shall constitute the Net Settlement Amount from which Individual Settlement
3 Payments shall be made to Participating Class Members, less applicable taxes and withholdings.

4 7. Individual Settlement Payment and Individual PAGA Payment checks shall
5 remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their
6 issuance. In the event that any checks mailed to Participating Class Members and/or Aggrieved
7 Employees are not cashed, deposited, or otherwise negotiated within the 180-day period, then the
8 checks shall be transmitted to *cy pres* recipient, PREVAIL CA, as a *cy pres* recipient, and such Class
9 Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement and the Final
10 Approval Order. Thus, there shall be no "Unpaid Residue" subject to the requirements of California
11 Code of Civil Procedure section 384.

12 8. Effective only upon the entry of an Order granting Final Approval of the
13 Settlement, entry of this Judgment, and payment by Defendant to the Settlement Administrator of
14 the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement,
15 Plaintiff and all Participating Class Members on behalf of themselves and their respective former,
16 present and future spouses, children, representatives, agents, attorneys, heirs, administrators,
17 executors, successors, and assigns, release and discharge the Released Parties from all claims,
18 demands, rights, liabilities, causes of action, injuries, grievances, obligations, losses, damages,
19 penalties, interest, fines, debts, liens, liabilities, attorneys' fees, consultant's fees, expert's fees,
20 accountant's fees, costs and any other form of relief or remedy in law or equity, of every nature and
21 description whatsoever, known or unknown, foreseen or unforeseen, anticipated or unanticipated,
22 suspected or unsuspected, arising from or otherwise related to the claims asserted or that could have
23 been asserted against the Released Parties based on the factual allegations asserted in the Operative
24 Complaint filed in the Action for the duration of the Class Period, and any future amendments to the
25 Operative Complaint, whether arising under State or other applicable law, that occurred during the
26 Class Period, including, but not limited to: (1) all claims for failure to pay overtime wages; (2) all
27 claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or
28 compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu

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

9. Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of this Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff, the Aggrieved Employees, and, to the extent permitted by law, the State of California, release the Released Parties for the duration of the PAGA Period from all claims asserted in the PAGA Notice, and alleged in the Operative Complaint for PAGA civil penalties pursuant to all Labor Code sections at issue in the PAGA Notice, including, but not limited to: 96(k), 98.6, 201.3, 210, 226.3, 432.7, 432.8, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212, 213, 216, 218.6, 221, 223, 225.5, 226, 226.7, 227.3, 232, 232.5, 245 et seq., 256, 404, 409, 432, 432.3, 432.6, 432.7, 432.8, 510, 512, 555, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 1199, 1527, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409, 6409.6, 6432 and 8397.4 (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall be collectively referred to herein as the "Released Claims."

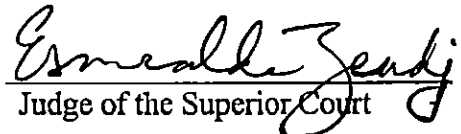
10. The "Released Parties" shall include: Defendant Delta Pacific Beverage Company LLC and each of its past, present, and future subsidiaries, dba's, affiliates, parents, divisions, related entities, joint venturers, and any other entities that could be considered to have jointly employed the Settlement Class Members and/or Aggrieved Employees, as well as each of their respective owners, co-employers, joint employers, insurers and reinsurers, company-

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

10 11. This document shall constitute a Judgment for purposes of California Rules of
11 Court, Rule 3.769(h).

12 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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14 Dated: Dec. 16, 2025


Judge of the Superior Court