

06/13/2025

STEPHANIE CAMERON, CLERK
Farm Ching, Deputy

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 315664)
daniel.kramer@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Bradford Smith (SBN 345879)
bradford.smith@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Boulevard, 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

**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 & REPRESENTATIVE ACTION

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

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: June 12, 2025
Time: 8:30 a.m.
Dept.: 1

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

1 On or around September 6, 2024, this Court issued an Order Granting Plaintiffs’ Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiffs Kevin Becerra, Rigoberto Benavidez,
3 Rafi Campbell, and Manuel Vargas Hernandez (collectively, “Plaintiffs”) now seeks an order
4 granting final approval of the Joint Stipulation of Class and PAGA Action Settlement and Release
5 (“Settlement” or “Settlement Agreement”). The Settlement Agreement is attached to the Declaration
6 of Benjamin H. Haber in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement
7 as **Exhibit 1**.

8 Due and adequate notice having been given to the Class, and the Court having reviewed and
9 considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of Class
10 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
11 had herein, and the absence of any written objections received regarding the Settlement, and having
12 reviewed the record in this action, and good cause appearing therefor,

13 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

14 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
15 Settlement filed in this case.

16 2. The Court has jurisdiction over all claims asserted in the action, Plaintiffs, the
17 Settlement Class Members, and Defendant Pacific Distributing, Inc. (“Defendant,” and together
18 with Plaintiffs, the “Parties”).

19 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
20 reasonable and therefore meets the requirements for final approval. The Court grants final approval
21 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
22 Agreement, attached to the Declaration of Benjamin H. Haber in Support of Plaintiffs’ Motion for
23 Final Approval of Class Action Settlement as **Exhibit 1**.

24 4. The Court finds that the Settlement appears to have been made and entered into in
25 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
26 enhancement as set forth below.

27 5. The Class Period is September 27, 2018 through September 6, 2024.

28 6. The PAGA Period is November 20, 2021 through September 6, 2024.

1 7. Plaintiffs and all Eligible Class Members shall have, by operation of this Final Order
2 and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant from all
3 Released Claims as defined in the Settlement.

4 8. Released Claims means any and all claims during the Class Period which were or
5 could have been raised based on the facts, conduct, and/or omissions alleged in the Action,
6 including all wage and hour claims, demands, rights, liabilities, and causes of action for unpaid
7 wages, including minimum wage payments, regular wages, overtime wages; failure to pay wages
8 during employment; failure to pay all wages due upon separation of employment; failure to
9 maintain and provide accurate records; meal and rest break violations; meal and rest break
10 premiums; wage statement violations, failure to reimburse for necessary business expenditures,
11 violation of the Private Attorney General Act (California Labor Code section 2698, et seq.), civil
12 and statutory penalties, interest, liquidated damages, attorney's fees and costs, claims under
13 California Labor Code sections 201-204, 226, 226.7, 512, 1194, 1194.2, 1197, 1198, 2699, 2802
14 and applicable Industrial Welfare Commission Wage Order, and claims under California Business
15 & Professions Code sections 17200-17204. It is understood and agreed that Released Claims do
16 not include claims for workers' compensation, unemployment, or disability benefits of any nature,
17 nor any claims, actions, or causes of action which may be possessed by Settlement Class Members
18 under state or federal discrimination statutes, including, without limitation, the California Fair
19 Employment and Housing Act, California Government Code section 12940, et seq.; the Unruh
20 Civil Rights Act, California Civil Code section 51, et seq.; the California Constitution; Title VII
21 of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Americans with Disabilities Act, as
22 amended, 42 U.S.C. § 12101, et seq.; the Employee Retirement Income Security Act of 1974, as
23 amended, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive
24 guidelines.

25 9. Upon final approval of the Settlement by the Court, Eligible Class Members will
26 release the aforementioned claims against all Released Parties.

27 10. The Parties shall bear their own respective attorneys' fees and costs, except as
28 otherwise provided for in the Settlement and approved by the Court.

1 11. Solely for purposes of effectuating the Settlement, the Court finally certified the
2 following Class – all persons who worked for Absolute as an hourly-paid or non-exempt
3 employee at any time during the Class Period.

4 12. No Class Member has objected to the terms of the Settlement.

5 13. One (1) Class Member has requested exclusion from the Settlement.

6 14. The Notice provided to the Class conforms with the requirements of California Rules
7 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
8 by providing individual notice to all Class Members who could be identified through reasonable
9 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
10 therein to the Class Members. The Notice fully satisfies the requirements of due process.

11 15. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
12 methodology used to calculate and pay each Eligible Class Members' Net Settlement Payment are
13 fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement Payments
14 to the Eligible Class Members in accordance with the terms of the Settlement.

15 16. Defendant shall pay a total of \$425,000.00 to resolve this litigation and to separately
16 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

17 17. From the Gross Settlement Amount, ~~\$10,000.00~~^{\$5,000} each shall be paid to named Plaintiffs
18 Kevin Becerra, Rigoberto Benavidez, Rafi Campbell, and Manuel Vargas Hernandez (~~\$40,000.00~~^{\$20,000}
19 total), for their services as class representatives and for their agreement to release claims.

20 18. From the Gross Settlement Amount, \$6,250.00 shall be paid to the Settlement
21 Administrator, ILYM Group, Inc. ("ILYM").

22 19. The Court hereby confirms Benjamin H. Haber and Daniel J. Kramer of Wilshire Law
23 Firm, PLC as Class Counsel.

24 20. From the Gross Settlement Amount, Class Counsel is awarded \$141,666.67 for their
25 reasonable attorneys' fees and \$27,274.68 for their reasonable costs incurred in the action. The fees
26 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
27 the fees are reasonable in light of the benefit provided to the Class.

28 ///


1 21. Without affecting the finality of this Order in any way, this Court retains continuing
2 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
3 to all Parties to this action, and their counsel of record.

4 22. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted
5 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

6
7 **IT IS SO ORDERED.**

Ordered pursuant to terms of 6/12/25 adopted
tentative ruling.

8
9 DATE: 06/13/2025



Hon. David C. Mathias
Tulare County Superior Court

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

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 rebecca.padilla@wilshirelawfirm.com.


On May 20, 2025, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL 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:

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 May 20, 2025, at Los Angeles, California.


Rebecca Padilla