

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Tani G. Cantil-Sakauye Courthouse, Department 8A

JUDICIAL OFFICER: HONORABLE JILL H. TALLEY

Courtroom Clerk: T. Shaddix

CSR: None

Court Attendant: M. Aria

24CV018185

May 15, 2026

9:00 AM

VASQUEZ

vs

RED BULL DISTRIBUTION COMPANY, INC., et al.

MINUTES

APPEARANCES:

No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

There being no request for oral argument, the Court affirmed the tentative ruling.

TENTATIVE AFFIRMED

Plaintiff Raymond Vasquez's ("Plaintiff") motion for preliminary approval of class and representative action settlement is UNOPPOSED and GRANTED as follows.

However, Plaintiff must amend the proposed Class Notice at section 8 to state that the final approval hearing will take place in Department 8A of the Sacramento Superior Court, located at 500 G Street, Sacramento, CA 95814 before the notice is sent out.

Overview

On September 12, 2024, Plaintiff filed this wage and hour class action against Defendant Red Bull Distribution Company, Inc. ("Defendant").

On March 10, 2026, the Court signed and filed the Parties' stipulation to file a first amended class and PAGA action Complaint. By way of the stipulation, the Parties represented that "following mediation and execution of the memorandum of understanding, Plaintiff seeks leave to file a First Amended Class and Private Attorneys General Act ("PAGA") Action Complaint to add PAGA claims previously asserted in the PAGA action in Case No. 24CV023306^[1]." (Stipulation, 2:10-12.)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

On March 11, 2026, filed the operative First Amended Complaint, adding causes of action for failure to pay minimum wages, failure to produce employment records, and a representative claim pursuant to PAGA. Plaintiff alleges the following causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to pay sick time; (6) wage statement violations; (7) waiting time penalties; (8) failure to reimburse necessary business expenses; (9) unfair competition; (10) failure to produce employment records; and (11) penalties pursuant to PAGA.

Following the filing of the initial Complaint, the Parties engaged in informal discovery and exchanged information. (Bokhour Decl., ¶¶ 13, 26.) On September 17, 2025, the Parties participated in a full-day mediation with Steve Serratore, Esq., following which, the Parties reached a resolution. (*Id.* at ¶ 15.) The Parties entered into a written settlement agreement and now move for preliminary approval of the class and representative settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement. (Suppl. Bokhour Decl., ¶ 4, Exh. A (“Agreement”).)

Settlement Class Certification

Plaintiff moves to certify the following settlement Class: “all individuals who are or were employed by Red Bull as non exempt hourly employees in California during the Class Period.” (Agreement, ¶ 1.5.) “Class Period” is defined to mean September 12, 2020, through November 19, 2025. (*Id.* at ¶ 1.12.) The settlement Class has approximately 1,282 class members. (*Id.* at ¶ 4.1.) The Parties stipulated to certification for settlement purposes. (*Id.* at ¶ 12.1.) The Court finds, based on the moving papers, that Plaintiff has established the requisites for class certification. Accordingly, the Court preliminarily certifies the proposed class for settlement purposes only.

Aggrieved Employees

An aggrieved employee, or “PAGA Member,” as referenced in the Agreement, is defined as, “any non-exempt hourly employee who works or worked for Red Bull in California at any time during the PAGA Period.” (Agreement, ¶ 1.30.) “PAGA Period” is defined to mean “the period from September 12, 2023, through November 19, 2025.” (*Id.* at ¶ 1.32.) The PAGA Settlement Class consists of approximately 849 employees who worked approximately 22,771 pay periods during the PAGA Period. (*Id.* at ¶ 4.1)

PAGA Members will receive their share of the PAGA Penalty regardless of whether they opt out of the settlement’s class component. (*Id.* at ¶ 7.5.4; Bokkhour, Exh. A to Exh. A (“Class Notice”) at p. 26.) Plaintiff’s counsel gave notice of the Settlement Agreement to the Labor and Workforce Development Agency (“LWDA”). (Bokhour Decl., ¶ 56, Exh. C.)

Class Representative

Plaintiff is preliminarily appointed as Class Representative for settlement purposes only. Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

has included a declaration with this motion, wherein he generally describes his involvement in this action, including the work performed, and an estimation of time spent on the case (“approximately 35-40 hours”). (Vasquez Decl., ¶¶ 8-10.) The Court finds this sufficient for preliminary approval. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 805-807.)

Class Counsel

The Court preliminarily appoints Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C., as Class Counsel for settlement purposes only.

Settlement Administrator

The Court approves CPT Group as the Settlement Administrator.

Fair, Adequate, and Reasonable Settlement

The Court must find a settlement is “fair, adequate, and reasonable” before approving a class action settlement. (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244-245.) The trial court has broad discretion to determine whether a proposed settlement in a class action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) In making its fairness determination, the Court considers the strength of the Plaintiff’s case, the risk, expenses, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, and the experience and views of counsel. (*Id.* at p. 1801.) In approving a class action settlement, the Court must “satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

This is a non-reversionary, opt out settlement. Defendant will pay the Gross Settlement Amount (“GSA”) of \$1,400,000. (Agreement, ¶¶ 1.21, 3.1.) Defendant will separately pay the employer portion of payroll taxes owed on the wage portions of the individual class payments. (*Ibid.*) The following will be paid out of the GSA: (1) a service payment to Plaintiff of not more than \$ 17,500; (2) attorneys’ fees award equaling not more than one-third of the GSA (estimated to be \$466,666.67) and litigation expenses payment not to exceed \$25,000 to Class Counsel; (3) settlement administration costs not to exceed \$14,000, absent good cause; (4) individual Class Member payments; and (5) a PAGA Penalty of \$100,000 (65% of which (\$65,000) will be paid to the LWDA and 35% of which (\$35,000) will be paid to Aggrieved Employees/PAGA Members.) (*Id.* at ¶¶ 3.2.1-3.2.6.)

The Agreement has an Escalator Clause which provides:

If the total number of Workweeks exceeds 138,600 (i.e., more than 10% above the estimate), Red Bull shall have the option to: (a) increase the Gross Settlement Amount (“GSA”) on a pro rata basis by 1% for each 1% that the total workweeks exceed the 10% threshold (for example, if the total Workweeks for the Class Period represent an 11%

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

increase in the number of Workweeks, then the Gross Settlement Amount will increase by 1%); or (b) end the Class Period on the date the cumulative number of Workweeks reaches 138,600, such that any workweeks thereafter shall not be included in the Released Claims. (*Id.* at ¶ 8.)

For tax purposes, Class Member payments will be treated as 10% wages and 90% penalties and interest. (*Id.* at ¶ 3.2.4.1.) PAGA payments will be treated as penalties. (Notice, p. 29.) Class Members have 45 days to respond to the Class Notice. (Agreement, ¶ 1.44.) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator will transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member. (*Id.* at ¶ 4.4.3.)

Disposition

The Court preliminarily finds that all relevant factors support settlement approval. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.) The papers demonstrate the settlement was reached after arms-length bargaining between the parties and was reached after sufficient discovery and negotiations, which allowed the Parties, and therefore, this Court, to act intelligently with respect to the settlement. Class Counsel conducted an investigation into the facts and law and issues in this case, including the exchange of informal discovery and the review of relevant information. The settlement appears to be within the “ballpark of reasonableness.” (Bokhour Decl., ¶¶ 15-50; Falakassa Decl., ¶¶ 15-17.)

Therefore, the motion is GRANTED. The Court also approves the proposed Class Notice **subject to the Parties amending the final approval hearing location as noted at the beginning of this ruling.** The Notice shall be disseminated as provided in the Agreement.

The Court’s file does not reflect any proposed order was submitted with the moving papers. Moving party shall prepare a proposed order, consistent with the Court’s ruling herein, for the Court’s signature.

The Final Approval Hearing will take place on October 23, 2026, at 9:00 a.m., in Department 8A.

Plaintiff must include any request for attorneys’ fees, costs, and the service award in the final approval motion, *not* a separately filed motion.

This minute order is effective immediately. Pursuant to California Rules of Court, rule 3.1312(a), no further written order or further notice is necessary.

Counsel for Plaintiff is directed to notice all parties of this order.

^[1] The Court’s Register of Actions reflects that the matter, *Vasquez v. Red Bull Distribution Company, Inc.* (Case No. 24CV023306), was dismissed following an Order to Show Cause Re: Dismissal. (4/2/26 Order.)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Hearing on Motion for Final Approval of Settlement is scheduled for 10/23/2026 at 09:00 AM in Department 8A at Tani G. Cantil-Sakauye Courthouse.

/s/ T. Shaddix

T. Shaddix, Deputy Clerk

By:

Minutes of: 05/15/2026

Entered on: 05/15/2026