

1 **BOKHOUR LAW GROUP, P.C.**
2 Mehrdad Bokhour, Esq. (CA Bar No. 285256)
3 *mehrdad@bokhourlaw.com*
4 1901 Avenue of the Stars, Suite 520
5 Los Angeles, California 90067
6 Tel: (310) 975-1493; Fax: (310) 675-0861

7 **FALAKASSA LAW, P.C.**
8 Joshua S. Falakassa, Esq. (CA Bar No. 295045)
9 *josh@falakassalaw.com*
10 1901 Avenue of the Stars, Suite 520
11 Los Angeles, California 90067
12 Tel: (818) 456-6168; Fax: (888) 505-0868

13 Attorneys for Plaintiff and the Putative Class

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16 RAYMOND VASQUEZ, on behalf of
17 himself and all others similarly situated,

18 Plaintiff,

19 v.

20 RED BULL DISTRIBUTION COMPANY,
21 INC., a Delaware Corporation; and DOES 1-
22 50, inclusive.

23 Defendants.

CASE NO.: 24CV018185

Assigned to the Hon. Jill H. Talley

~~PROPOSED~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

FILED
Superior Court of California
County of Sacramento
06/08/2026
T. Shaddix, Deputy

1 Having considered Plaintiff Raymond Vasquez's Motion for Preliminary Approval of Class
2 Action Settlement, the Declarations of Mehrdad Bokhour, Joshua Falakassa, and Raymond Vasquez
3 submitted in support thereof, the Class Action and PAGA Settlement Agreement (Settlement
4 Agreement or Settlement), the proposed Class Notice, and all other papers and records on file, and
5 good cause appearing, the Court orders as follows:

6 **IT IS HEREBY ORDERED THAT:**

7 1. This Order incorporates by reference the definitions in the Settlement Agreement. All
8 capitalized terms not otherwise defined in this Order shall have the meanings set forth in the
9 Settlement Agreement.

10 2. For settlement purposes only, the Court conditionally certifies the following
11 Settlement Class under Code of Civil Procedure section 382: all individuals who are or were
12 employed by Red Bull as non-exempt hourly employees in California during the Class Period, defined
13 as September 12, 2020 through November 19, 2025.

14 3. For settlement purposes only, the Court preliminarily appoints Plaintiff Raymond
15 Vasquez as the Class Representative, and it preliminarily appoints Mehrdad Bokhour of Bokhour
16 Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. as Class Counsel.

17 4. The Court preliminarily approves the Settlement as set forth in the Settlement
18 Agreement. The Court finds, on a preliminary basis, that the Settlement is fair, reasonable, and
19 adequate, and within the range of possible approval. The Court further finds that the Settlement
20 appears to be the product of serious, informed, noncollusive, arm's length negotiations, and that
21 notice to the Settlement Class is warranted.

22 5. The Court approves and incorporates by reference, as to form and content, the
23 proposed Class Notice attached to the Settlement Agreement and referenced in the motion papers,
24 and attached to this [Proposed] Order as Exhibit A.

25 6. The Court directs dissemination of the Class Notice by first-class United States mail
26 in accordance with the Settlement Agreement. The Court finds that the notice plan described in the
27 Settlement Agreement is reasonably calculated to apprise Settlement Class Members of the pendency
28 of the Action and the proposed Settlement, and satisfies due process.

1 7. The Court preliminarily approves the Gross Settlement Amount of \$1,400,000,
2 inclusive of the following not to exceed amounts, subject to final approval: Attorneys' fees not to
3 exceed \$466,666.67; Litigation expenses not to exceed \$25,000; Settlement Administration Expenses
4 not to exceed \$14,000; Class Representative Service Payment not to exceed \$17,500 to Plaintiff
5 Raymond Vasquez; PAGA Penalties totaling \$100,000, of which \$65,000 shall be paid to the
6 California Labor and Workforce Development Agency and \$35,000 shall be distributed to PAGA
7 Members as Individual PAGA Payments. The Net Settlement Amount to Participating Class
8 Members pursuant to the allocation formula set forth in the Settlement Agreement. Defendant shall
9 separately pay the employer share of payroll taxes owed on the portion of Individual Class Payments
10 allocated as wages, as set forth in the Settlement Agreement.

11 8. The Court appoints CPT Group, Inc. as the Settlement Administrator. The Settlement
12 Administrator shall perform the duties set forth in the Settlement Agreement, including the notice
13 and administration process and distribution of payments, and shall be paid Settlement Administration
14 Expenses not to exceed \$14,000, subject to Court approval.

15 9. Within 14 days after entry of this Order, Defendant shall provide the Settlement
16 Administrator with the Class Data as defined in the Settlement Agreement, including at minimum:
17 each Settlement Class Member's name, last known mailing address, Social Security number or other
18 identifier as provided in the Settlement Agreement, and the number of Workweeks and PAGA Pay
19 Periods worked during the Class Period and PAGA Period.

20 10. Within 15 days after receiving the Class Data, the Settlement Administrator shall
21 update addresses using the National Change of Address database and mail the Class Notice to
22 Settlement Class Members via first-class United States mail, consistent with the Settlement
23 Agreement.

24 11. The deadline by which Class Members may dispute the number of Workweeks
25 Worked, opt-out, or object shall be forty-five (45) calendar days from the date of mailing the Notice
26 Packet. Any Class Member who desires to be excluded from the Settlement must mail, fax, or email
27 his or her written Request for Exclusion in accordance with the Notice Packet in a timely manner.
28 Requests for Exclusion must include the full name, address, telephone number, and signature of the

1 Settlement Class Member requesting exclusion. All such persons who properly and timely exclude
2 themselves from the Settlement shall not be Settlement Class Members and shall have no rights to
3 participate in the Settlement, except that if they are PAGA Members, they will release their Released
4 PAGA Claims regardless of whether they opt out of the Settlement and will receive a PAGA Member
5 Payment. Class Members who opt out of the Settlement shall also have no standing to object to the
6 proposed Settlement.

7 12. The deadline for filing objections to any of the terms of the Settlement shall be forty-
8 five (45) calendar days from the date of mailing the Notice Packet. Any Class Member who wishes
9 to object to the Settlement must mail a timely written objection signed by the Class Member to the
10 Settlement Administrator, who will email a copy of the objection to Class Counsel and counsel for
11 Defendant. Class Counsel will submit a copy of the objection to the Court. Any such objection shall
12 include the case name and number, the Class Member's name, current address, telephone number,
13 and dates of employment with Defendant and set forth in clear and concise terms a statement of the
14 reasons why the objection believes that the Court should find that the settlement is not in the best
15 interests of the Class Members and the reasons why the Settlement should not be approved, including
16 legal and factual arguments supporting the objection. Any Class Member who fails to make his or
17 her objection in the manner provided for in this Order shall be deemed to have waived such objection
18 and shall forever be foreclosed from making any objection to or appeal of the fairness, reasonableness
19 or adequacy of the Settlement as incorporated in the Settlement Agreement, or to the award of
20 Attorneys' Fees and Costs, or Service Award to the Class Representative.

21 13. Any Settlement Class Member who does not timely submit a valid Request for
22 Exclusion shall be deemed a Participating Class Member and will be bound by the Settlement and
23 entitled to receive an Individual Class Payment according to the allocation formula in the Settlement
24 Agreement.

25 14. The Court preliminarily approves the handling of uncashed checks as set forth in the
26 Settlement Agreement. Any Individual Class Payment or Individual PAGA Payment check that
27 remains uncashed after the void date shall be handled by the Settlement Administrator and transmitted
28 to the California Controller Unclaimed Property Fund in the name of the applicable Class Member

or PAGA Member, as set forth in the Settlement Agreement.

15. The following dates shall govern for purposes of this settlement:

May 15, 2026	Preliminary Approval (PA) hearing
<i>(within 14 days after notice of entry of Order Granting Preliminary Approval)</i>	Deadline for Defendant to send Class Data to Settlement Administrator
<i>(within 15 days after receipt of Class Data)</i>	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.
<i>(45 calendar days after mailing Notice Packet)</i>	Deadline for Class Members to submit Requests for Exclusion and Objections to the Settlement.
16 court days before Final Approval hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval of Settlement and application for an award of attorney's fees, costs, and Service Payment.
9 court days before Final Approval hearing	Deadline for filing any written opposition to Plaintiffs' Motion for Final Approval of Settlement or any response to an objection to the Settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition to Motion for Final Approval of Settlement.
October 23, 2026 at 9:00 a.m.	Final Approval Hearing

16. A final approval hearing shall be held in this Court on October 23, 2026 at 9:00 am to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of service awards to the Class Representative. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

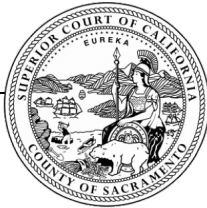
17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to Class Members. In the event that the Settlement does not receive final approval or the Effective Date of the Settlement does not occur for any reason, this Order, the Settlement, and the Settlement Agreement shall be rendered null and void and shall be vacated. Further, the fact that the parties were willing to stipulate to certification Class for settlement purposes

1 shall have no bearing on, nor be admissible in connection with, the issue of whether a class should
2 be certified in a non-settlement context, and the parties to the Settlement shall be deemed to have
3 reverted to their respective status as of the date and time immediately prior to the execution of the
4 Agreement.

5 18. If the Court grants Final Approval, each Participating Class Member and their
6 successors shall conclusively be deemed to have released the Class Claims, and each Class Member
7 shall conclusively be deemed to have released the PAGA Claims, set forth in the Settlement
8 Agreement and Class Notice against the Released Parties (as defined in the Agreement).

9
10 **IT IS SO ORDERED.**

11
12 DATED: 06/08/2026



13 *Jill Talley*
14 _____
15 HON. JILL H. TALLEY
16 JUDGE OF THE SUPERIOR COURT
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EXHIBIT “A”

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Raymond Vasquez v. Red Bull Distribution Company.

Case No. 24CV018185

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Red Bull Distribution Company, Inc. (“Red Bull”) for alleged wage and hour violations. The Action was filed by a former Red Bull employee, Raymond Vasquez (“Plaintiff”), and seeks payment of (1) back and premium wages, statutory penalties, and interest for a class of non-exempt hourly employees who work or worked for Red Bull in California during the Class Period (September 12, 2020, through November 19, 2025.) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt hourly employees who work or worked for Red Bull in California during the PAGA Period (September 12, 2023, through November 19, 2025) (“PAGA Members”).

Red Bull expressly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Red Bull to fund Individual Class Payments, and (2) a PAGA Settlement requiring Red Bull to fund Individual PAGA Payments and to make a payment to the California Labor and Workforce Development Agency (“LWDA”).

Based on Red Bull’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Red Bull’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Red Bull’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ Pay Periods** during the PAGA Period. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment

that requires Red Bull to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Red Bull.

If you worked for Red Bull during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert individual Class Period wage claims against Red Bull.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period individual wage claims against Red Bull. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA member, remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Red Bull will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Red Bull that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion by the Opt-out Deadline. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Red Bull must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Red Bull’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Red Bull employee. The Action accuses Red Bull of violating California labor laws, asserting claims based on Red Bull’s alleged: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay meal premiums; (4) failure to provide rest breaks or pay rest premiums; (5) failure to pay all sick time; (6) failure to provide compliant wage statements; (7) failure to pay all wages at termination; (8) failure to reimburse for necessary business expenses; (9) unfair competition; and (10) failure to produce employment records. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. (“Class Counsel.”)

Red Bull strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Red Bull or Plaintiff is correct on the merits. In the meantime, Plaintiff and Red Bull hired an experienced, neutral mediator in an

effort to resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Red Bull have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Red Bull does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Red Bull has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Red Bull Will Pay \$1,400,000 as the Gross Settlement Amount (Gross Settlement). Red Bull has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Red Bull will fund the Gross Settlement not later than the first Court-day at least 15 days after the Settlement Effective Date. The Settlement Effective Date is the date the Judgment will be final and is 65 days after the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed or otherwise challenged.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$466,666.67 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$17,500 as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only money Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$14,000 to the Administrator for services administering the Settlement.
 - D. Up to \$100,000 for PAGA Penalties, allocated 65% to the LWDA PAGA

Payment and 35% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Red Bull are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Red Bull will separately pay the employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Red Bull have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than_____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the_____Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Red Bull based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Red Bull have agreed that, in either case, the Settlement will be void: Red Bull will not pay any money and Class Members will not release any claims against Red Bull.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Red Bull has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Red Bull or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

In consideration for their awarded Individual Settlement Payments, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims arising out of or related to the allegations set forth in the Operative Complaint, including any that were alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint, that arose during the Class Period, including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 204, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 and the applicable IWC Wage Order(s); (2) failure to pay proper overtime wages in violation of Labor Code sections 204, 210, 510, 558, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7, 512, and 516, and the applicable

IWC Wage Order(s); (4) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and 516, and the applicable IWC Wage Order(s); (5) failure to pay sick time in violation of Labor Code sections 246, 558, 1194.2, 1197.1, 1198, 1199 and the applicable IWC Wage Order(s); (6) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (7) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (8) failure to reimburse necessary business expenses in violation of Labor Code sections 2802–2804; (9) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); (10) failure to produce employment records in violation of Labor Code sections 226, 432, and 1198.5; and (11) all claims for liquidated damages, penalties, restitution, interest, fees, and costs based on the foregoing.

10. PAGA Members’ PAGA Release. After the Court’s judgment is final, and Red Bull has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Red Bull, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Red Bull or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members’ Releases for Participating and Non-Participating Class Members are as follows:

In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all PAGA Members who worked for Red Bull during the PAGA Period, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release the Released Parties from all claims for PAGA Penalties that were alleged or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint or PAGA Notices that arose during the PAGA period, including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 200, 204, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 and the applicable IWC Wage Order(s); (2) failure to pay proper overtime wages in violation of Labor Code sections 200, 204, 210, 510, 558, 1194, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7, 512, and 516, and the applicable IWC Wage Order(s); (4) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and 516, and the applicable IWC Wage Order(s); (5) failure

to pay sick time in violation of Labor Code sections 246, 558, 1194.2, 1197.1, 1198, 1199 and the applicable IWC Wage Order(s); (6) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (7) failure to pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (8) failure to reimburse necessary business expenses in violation of Labor Code sections 2802–2804; (9) failure to produce employment records in violation of Labor Code sections 226, 432, and 1198.5; and (10) retaliation in violation of Labor Code section 98.6.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$35,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Red Bull’s records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Red Bull’s calculation of Workweeks and/or Pay Periods based on Red Bull’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Red Bull’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt out), including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Vasquez v. Red Bull Distribution Company*, Case No. 24CV018185, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Red Bull are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Vasquez v. Red Bull Distribution Company*, Case No. 24CV018185, and include your name, current address, telephone number, and approximate dates of employment for Red Bull and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney)

should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing at (time) in Department 8A of the Sacramento County Superior Court, located at Sacramento County Superior Court, 500 G Street, Sacramento, CA 95814 . At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Red Bull and Plaintiff have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>) and entering the Case Number for the Action, Case No. 24CV018185.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Joshua S. Falakassa josh@falakassalaw.com FALAKASSA LAW, P.C. 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com BOKHOUR LAW GROUP, P.C. 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 (310) 975-1493
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Settlement

Administrator:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 520, Los Angeles, California 90067.

On May 14, 2026, I served the following document(s) described as [PROPOSED] **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

Ashley Farrell Pickett, Esq.
Ashley.farrellpickett@gtlaw.com
Bryan W. Patton, Esq.
Bryan.patton@gtlaw.com
Matthew J. Weber
Matthew.weber@gtlaw.com
Debi A. Del Grande
Debi.DelGrande@gtlaw.com
GREENBERG TAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067

Attorneys for Defendant
RED BULL DISTRIBUTION COMPANY, INC.

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

Executed on May 14, 2026, at Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia