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FILED
ALAMEDA COUNTY

OCT 30 2018

CLERK OF THE SUPERIOR COURT
By *Pam. Hillman* Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

11 ELIAZAR GONZALEZ; individually, and on
 12 behalf of other members of the general public
 13 similarly situated and on behalf of other
 aggrieved employees pursuant to the
 California Private Attorneys General Act;
 14 LINDA PASILLAS; individually, and on
 15 behalf of other members of the general public
 similarly situated;

16 Plaintiffs,

17 vs.

18 THE WINE GROUP, LLC, a California
 corporation; and DOES 1 through 100,
 19 inclusive,

20 Defendants.

Case No.: RG15781726

Honorable Ioana Petrou
Department 17

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Reservation No.: 1942112
 Date: October 30, 2018
 Time: 9:00 a.m.
 Department: 17

Complaint Filed: August 12, 2015
 FAC Filed: September 14, 2017
 Trial Date: None Set

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1 This matter has come before the Honorable Ioana Petrou in Department 17 of the above-
2 entitled Court, located at the Administration Building, 1221 Oak Street, Oakland, California
3 94612, on Plaintiffs Eliazar Gonzalez and Linda Pasillas' ("Plaintiffs") Motion for Final
4 Approval of Class Action Settlement, Attorneys' Fees, Costs, and Service Payments ("Motion
5 for Final Approval"). Lawyers for Justice, PC appeared on behalf of Plaintiffs and Jackson
6 Lewis PC appeared on behalf of Defendant The Wine Group, LLC ("Defendant").

7 On March 14, 2018, the Court entered an Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of
10 Class Action and PAGA Settlement ("Original Agreement"), which, together with the exhibits
11 annexed thereto, set forth the terms and conditions for settlement of the Action. On July 11,
12 2018, the Court entered an order approving the parties' Joint Stipulation to Modify Class Action
13 Settlement (together with the Original Agreement, "Settlement," "Agreement," or "Settlement
14 Agreement").

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with
24 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
25 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
26 The Class is hereby defined to include:

27 All current and former non-exempt employees who were employed by
28 Defendant in California at any time from August 12, 2011 through March 14,
2018 ("Class" or "Settlement Class Members").

1 4. The Notice of Proposed Class Action Settlement ("Class Notice") that was
2 provided to the Class Members, fully and accurately informed the Class Members of all material
3 elements of the Settlement and of their opportunity to participate in, object to or comment
4 thereon, or to seek exclusion from, the Settlement; was the best notice practicable under the
5 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
6 with the laws of the State of California, the United States Constitution, due process and other
7 applicable law. The Class Notice fairly and adequately described the Settlement and provided
8 the Class Members with adequate instructions and a variety of means to obtain additional
9 information.

10 5. Pursuant to California law, the Court hereby grants final approval of the
11 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
12 whole. More specifically, the Court finds that the Settlement was reached following meaningful
13 discovery and investigation conducted by Lawyers *for* Justice, PC and Marlin & Saltzman, LLP
14 (together, "Class Counsel"); that the Settlement is the result of serious, informed, adversarial,
15 and arms-length negotiations between the parties; and that the terms of the Settlement are in all
16 respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
17 evidence presented, including evidence regarding the strength of Plaintiffs' case; the risk,
18 expense, and complexity of the claims presented; the likely duration of further litigation; the
19 amount offered in the Settlement; the extent of investigation and discovery completed; and the
20 experience and views of Class Counsel. The Court has further considered the absence of any
21 objections to the Settlement and that there were only four (4) valid and timely Requests for
22 Exclusion, representing less than 0.2% of the Class Members. Accordingly, the Court hereby
23 directs that the Settlement be affected in accordance with the Settlement Agreement and the
24 following terms and conditions.

25 6. A full opportunity has been afforded to the Class Members to participate in the
26 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
27 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
28 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a

1 timely and valid Request for Exclusion to the Settlement Administrator ("Settlement Class
2 Members") are bound by this Final Approval Order and Judgment.

3 7. The Court finds that Class Members, Brian T. Ellis, Barbara Flentge, Jennifer L.
4 Azevedo, and Brenda M. Thompson Porter, have timely and validly opted out of the Settlement
5 and will not be bound by this Final Approval Order and Judgment.

6 8. The Court finds that payment of settlement administration costs in the amount of
7 \$20,000 is appropriate for the services performed and costs incurred for the notice and settlement
8 administration process. It is hereby ordered that the Settlement Administrator, Simpluris, Inc.
9 ("Simpluris"), shall issue payment to itself in the amount of \$20,000, in accordance with the
10 Settlement Agreement.

11 9. The Court finds that the service payments sought are fair and reasonable for the
12 work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
13 Administrator issue payments to Plaintiffs Eliazar Gonzalez and Linda Pasillas in the amount of
14 \$10,000 to each of them as service payments, according to the terms set forth in the Settlement
15 Agreement.

16 10. The Court finds that the allocation of \$104,615.38 toward penalties under the
17 California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and
18 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
19 Payment as follows: the amount of \$78,461.54 to the California Labor and Workforce
20 Development Agency, and the amount of \$26,153.84 to be included in the Net Settlement
21 Amount for distribution to Settlement Class Members, according to the methodology and terms
22 set forth in the Settlement Agreement.

23 11. The Court finds that the request for an award of attorneys' fees in the amount of
24 \$2,275,000 falls within the range of reasonableness, and the results achieved justify the award
25 sought. The requested attorneys' fees are fair, reasonable, and appropriate, and are hereby
26 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of
27 \$2,275,000 for attorneys' fees, in accordance with the Settlement Agreement and the following
28 terms and conditions, as follows: \$1,706,250 to Lawyers for Justice, PC and \$568,750 to Marlin

1 & Saltzman, LLP. A portion of the attorneys' fees in the amount of \$227,500 shall be held in an
2 interest-bearing account that is maintained by the Settlement Administrator or Class Counsel,
3 pending the submission and approval of a Final Compliance Status Report after completion of
4 the distribution process.

5 12. The Court finds that reimbursement of litigation costs and expenses in the amount
6 of \$36,955.24 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
7 Settlement Administrator issue payment in the amount of \$36,955.24 to Class Counsel for
8 reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement, as
9 follows: \$35,635.63 to Lawyers *for* Justice, PC and \$1,319.61 to Marlin & Saltzman, LLP.

10 13. The Court hereby enters Judgment by which Settlement Class Members shall be
11 conclusively determined to have given a release of any and all Released Claims against the
12 Released Parties, as set forth in the Settlement Agreement and the Class Notice.

13 14. It is hereby ordered that Defendant shall fund the Gross Settlement Amount
14 within ten (10) calendar days of the Effective Date, in accordance with the Settlement
15 Agreement.

16 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
17 Settlement Payments to all Settlement Class Members, according to the terms set forth in the
18 Settlement Agreement.

19 16. It is hereby ordered that any and all Individual Settlement Payment checks issued
20 to Settlement Class Members that are not cashed, deposited, or otherwise negotiated within one
21 hundred twenty (120) calendar days after they are issued will be cancelled, and the funds
22 associated with such cancelled checks will be transmitted as follows: twenty-five percent (25%)
23 to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund, and
24 seventy-five percent (75%) to the State Treasury for deposit into the Equal Access Fund of the
25 Judicial Branch, in accordance with the Settlement Agreement.

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1 17. After entry of this Final Approval Order and Judgment, pursuant to California
2 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
3 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge
4 to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
5 connection with the distribution of settlement benefits.

6 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
7 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
8 website for a period of at least sixty (60) calendar days after the date of entry of this Final
9 Approval Order and Judgment. No individualized notice shall be required.

10 19. A Final Compliance Status Report shall be filed after the completion of the
11 distribution process and no later than June 14, 2019.

12 20. A Final Compliance Hearing is set for April 30, 2019 at
13 9 @a.m. / p.m. in D-17.

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15 Dated: 10/30/18


HONORABLE IOANA PETROU
JUDGE OF THE SUPERIOR COURT

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