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Attorneys for Plaintiff MICHAEL HILLSTROM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF NAPA

MICHAEL HILLSTROM, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

CONSTELLATION BRANDS, INC., a
Delaware Corporation; TPWC, INC., a
Delaware Corporation; ROBERT MONDAVI
WINERY, a California Corporation;
CONSTELLATION BRANDS U.S.
OPERATIONS, INC., a New York
Corporation; FRANCISCAN VINEYARDS,
INC., a Delaware Corporation;
CONSTELLATION WINES U.S., INC., a
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.: 22CV000006

[PROPOSED] JUDGMENT

Date: April 19, 2024

Time: 9:30 a.m.

Judge: Hon. Cynthia P. Smith

Dept.: A

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees, Costs and Service Award duly came
3 on for hearing on April 19, 2024, before the above-entitled Court. The parties having settled this
4 action and the Court having entered an Order Granting Motion for Final Approval of Class Action
5 and PAGA Settlement and good cause appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Class is confirmed for the purposes of settlement. The
8 Class is defined as "all current and former non-exempt employees of Defendants in the state of
9 California at any time during January 3, 2018, through July 27, 2023 ("Class Period"). All
10 persons who meet the foregoing definition are Participating Class Members, except for those
11 individuals who filed a valid request for exclusion ("opt out") from the Class.

12 2. Except as set forth in the Agreement, the Order Granting Motion for Final
13 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
14 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
15 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
16 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

17 3. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
18 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
19 supervise and adjudicate any dispute arising from or in connection with the distribution of
20 settlement benefits.

21 4. As of the date the Defendants funds the Gross Settlement Amount, Plaintiff and
22 each Class Member who has not validly opted out has released the "Released Parties" from the
23 "Released Class Claims" as set forth in the Agreement.

24 5. As used in paragraph 4 above, the quoted terms have the meanings set forth below:

25 (a) The "Released Class Claims" are defined as All Settlement Class Members
26 on behalf of themselves and their respective former and present representatives, agents, attorneys,
27 heirs, administrators, successors and assigns release the Released Parties from any and all claims,
28 debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses,

1 attorney's fees, damages, restitution, actions or causes of action of whatever kind or nature,
2 contingent or accrued, and irrespective of theory of recovery, that were or could have been
3 brought based on the facts or claims alleged in any version of the complaints filed in the Action or
4 PAGA Notices, arising during the Class Period, except for claims for PAGA penalties which are
5 separately released herein below. The released claims include, but are not limited to, claims for
6 failure to pay sick time pay at the correct rate, failure to provide meal periods, failure to authorize
7 and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal
8 and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to
9 furnish accurate wage statements, failure to pay final wages upon separation of employment,
10 claims related to payment of wages based on failure to properly calculate the regular rate of pay,
11 failure to reimburse business expenses, claims derivative and/or related to these claims, liquidated
12 damages, conversion of wages, and claims under the UCL (Business and Professions Code Section
13 17200 et seq.) arising from the Labor Code violations released herein. This release excludes
14 claims brought against Constellation Brands U.S. Operations, Inc. by the putative class in the
15 pending action of Gregoria Cruz v. Constellation Brands U.S. Operations, pending in the
16 California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.

17 (b) The "Released Parties" means Defendants CONSTELLATION BRANDS,
18 INC. and TPWC, Inc. and their predecessors, successors, subsidiaries, parent companies, other
19 corporate affiliates, and assigns, and all of their owners, shareholders, members, officers,
20 directors, exempt employees, agents, servants, registered representatives, attorneys, insurers,
21 successors and assigns, and any other persons acting by, through, under or in concert with any of
22 them. The Released Parties does not include Constellation Brands U.S. Operations Inc., solely
23 with regard to the claims brought against it by the putative class in the pending action of Gregoria
24 Cruz v. Constellation Brands U.S. Operations, Inc., pending in the California Superior Court,
25 County of San Joaquin, Case No. STK-CV-UDE-2022-520.

26 6. As of the date the Defendants funds the Gross Settlement Amount, the Plaintiff, the
27 Labor and Workforce Development Agency ("LWDA"), the State of California, and each "PAGA
28

1 Member” have released the Released Parties from the “Released PAGA Claims” for the “PAGA
2 Period” as set forth in the Agreement.

3 7. As used in paragraph 6 above, the quoted terms have the meanings set forth below:

4 (a) The “PAGA Members” are defined as all current and former non-exempt
5 employees of Defendants in the State of California at any time during the PAGA Period.

6
7 (b) The “PAGA Period” is defined as the period between October 30, 2020
8 through July 27, 2023.

9
10 (c) The “Released PAGA Claims” are defined as All PAGA Members, on
11 behalf of themselves and their respective former and present representatives, agents, attorneys,
12 heirs, administrators, successors, and assigns and the State of California are deemed to release, the
13 Released Parties from all claims for penalties under PAGA during the PAGA Period that were or
14 could have been alleged in the Action based on the facts or claims alleged in any version of the
15 complaint or enumerated in the LWDA Letter irrespective of the underlying theory of recovery
16 supporting the claim for PAGA penalties. This release excludes claims brought against
17 Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of Georgia
18 Cruz v. Constellation Brands U.S. Operations, pending in the California Superior Court, County of
19 San Joaquin, Case No. STK-CV-UDE-2022-5208.

20 8. This Court hereby grants final approval and awards the following: (i) Eight
21 Hundred Sixty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents
22 (\$868,333.33) for the Attorneys’ Fees and Costs comprised of one-third of the Gross Settlement
23 Amount, or Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and
24 Thirty-Three Cents (\$833,333.33) (“Attorneys’ Fees”) and litigation expenses in the amount of
25 Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00); (ii) the Class Representative Service
26 Award to Class Representative Michael Hillstrom in the amount of Twelve Thousand Five
27 Hundred Dollars and Zero Cents (\$12,500.00) in exchange for a general release; (iii) Settlement
28 Administration Expenses of Twelve Thousand Seven Hundred Dollars and Zero Cents

1 (\$12,700.00) to Atticus Administration, LLC.; (iv) Seventy-Five Thousand Dollars and Zero Cents
2 (\$75,000.00) (75% of the PAGA Settlement Amount) to the Labor and Workforce Development
3 Agency (“LWDA Payment”); and Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)
4 (25% of the PAGA Settlement Amount) allocated to the PAGA Member Payments.

5 9. Plaintiff shall give notice of this Judgment to the Labor and Workforce
6 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
7 California Labor Code section 2699(1)(3).

8 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
9 **ORDERED.**

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11 DATED: _____, 2024

12 _____
13 Hon. Cynthia P. Smith
14 JUDGE OF THE SUPERIOR COURT
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