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Attorneys for Plaintiffs and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

GREGORIA CRUZ & YASMIN CRUZ, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

CONSTELLATION BRANDS US
OPERATIONS, INC., a New York Corporation;
and DOES 1-50, inclusive.

Defendants.

CASE NO.: STK-CV-UDE-2022-5208

Assigned to the Hon. Barbara Kronlund

**AMENDED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL OF
SETTLEMENT; AND ENTRY OF
JUDGMENT**

Hearing Information:

Date: Jul 1, 2024
Time: 9:00 a.m.
Dept.: 10D

FAXED ORIGINAL

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1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement") came for
3 a hearing in Department 10D of the above-entitled court. The Final Approval Motion was
4 unopposed by Defendant Constellation Brands US Operations, Inc..

5 Having considered the Final Approval Motion, the Settlement Agreement, the
6 Declarations, and all other materials properly before the Court and having conducted an inquiry
7 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
8 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
9 Due and adequate notice having been given to the Class, and the Court having considered the
10 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
11 comments received regarding the proposed settlement, and having reviewed the record in this
12 Action, and good cause appearing,

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

14 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
15 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter over this Action, the Class
17 Representatives, the Class Members, and Defendant.

18 3. For purposes of effectuating this Order and Judgment, the Court, for settlement
19 purposes only, finds that the proposed Class is ascertainable and that there is a sufficiently
20 defined community of interest among the Class Members in questions of law and fact. The
21 Court, therefore, certifies the following Class, for settlement purposes only:

22 "all current and former non-exempt employees of Defendant in the State of
23 California at any time between June 21, 2018, through December 1, 2023."

24 4. The Court deems this definition sufficient for purposes of California Rules of
25 Court, rule 3.765(a).

26 5. With respect to the Class, and for purposes of approving this Settlement only,
27 this Court finds and concludes as follows: (a) the Class Members are ascertainable and so
28 numerous that joinder of all members is impracticable; (b) there are questions of law or fact

1 common to the Class Members, and there is a well-defined community of interest among the
2 Class Members with respect to the subject matter of the Action; (c) the claims of the Class
3 Representatives are typical of the claims of the Class Members; (d) the Class Representatives
4 have fairly and adequately protected the interests of the Class Members; (e) a class action is
5 superior to other available methods for an efficient adjudication of this controversy; and (f) the
6 counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as
7 counsel for the Plaintiffs in their individual and representative capacity and for the Settlement
8 Class.

9 6. The Court finds that the distribution of the Class Notice, as provided for in the
10 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
11 under the circumstances to all Class Members and fully met the requirements of California law
12 and due process under the California and United States Constitution. Based on evidence and
13 other material submitted, the actual notice to the class was adequate.

14 7. The Court finds that the instant Action presented a good faith dispute of the
15 claims alleged, and the Court finds in favor of settlement approval.

16 8. The Released Class Claims on behalf of the Settlement Class Members include:
17 All Settlement Class Members, on behalf of themselves and their respective
18 former and present representatives, agents, attorneys, heirs, administrators,
19 successors, and assigns, release Released Parties from any and all claims, debts,
20 liabilities, demands, obligations, penalties, premium pay, guarantees, costs,
21 expenses, attorney's fees, damages, actions or causes of action of whatever kind
22 or nature, whether known or unknown, contingent or accrued, and irrespective of
23 theory of recovery, that were or could have been brought based on the facts or
24 claims alleged in any version of the complaints filed in the Action or PAGA
25 Notices submitted to the Labor and Workforce Development Agency ("LWDA")
26 in connection with the Action, arising during the Class Period. The released
27 claims include, but are not limited to, As to claims for civil or statutory penalties
28 for violation of the California Labor Code Private Attorney General Act

1 ("PAGA"), the State of California and the PAGA Group Members shall release
2 Releasees for all claims for penalties under PAGA during the PAGA Period that
3 were or could have been alleged in the Action based on the facts or claims
4 alleged in any version of the complaint or enumerated in the LWDA Letter
5 irrespective of the underlying theory of recovery supporting the claim for PAGA
6 penalties. The released claims include, but are not limited to, claims for failure
7 to pay overtime wages and sick time at the correct rate of pay, failure to provide
8 meal periods, failure to authorize and permit rest periods, short/late meal and rest
9 periods, failure to relieve employees of all duties during meal and rest periods,
10 failure to pay for time worked off the clock during meal periods or properly
11 compensate meal or rest break premiums at the regular rate, failure to furnish
12 accurate wage statements, failure to pay final wages upon separation of
13 employment, claims related to pay wages and premium pay based on failure to
14 properly calculate the regular rate of pay, failure to reimburse business expenses,
15 failure to pay minimum and overtime wages due based on alleged time rounding
16 and time shaving practices and claims derivative and/or related to these claims,
17 liquidated damages, conversion of wages, and claims under the UCL (Business
18 and Professions Code Section 17200 *et seq.*) arising from the Labor Code
19 violations released herein.

20 9. The Released PAGA Claims on behalf of the PAGA Members and the State of
21 California include:

22 All claims for PAGA penalties that were alleged, or reasonably could have been
23 alleged during the PAGA Period, based on the facts stated in the Operative
24 Complaint, the PAGA Notices, or ascertained in the course of the Action,
25 irrespective of the theory of recovery, including, but not limited to, all claims for
26 penalties under PAGA during the PAGA Period that were or could have been
27 alleged in the Action based on the facts or claims alleged in any version of the
28

complaint or enumerated in the PAGA Notices irrespective of the underlying theory of recovery supporting the claim for PAGA penalties.

10. The Plaintiffs' Released Claims include:

All claims, known or unknown, in favor of Defendant and the Released Parties. This general release includes a waiver of Plaintiffs' rights under section 1542 of the California Civil Code which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

11. There were no Objections and six Requests for Exclusion to the Settlement. All Class Members are Settlement Class Members, who are entitled to an Individual Class Payment pursuant to the Settlement and this Judgment. Likewise, all PAGA Members are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties. The only Class Members who are not bound by the terms of the settlement are the five opt outs: Daniel Villalpando, Desiree Janson, Kathleen Zelter, Leonila Martinez Canseco, Moncerrat Zamudio and Deseree Javier.

12. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties, the Settlement Class Members, the PAGA Members and the State of California. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

13. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

14. By this Judgment, the Class Representatives shall release, relinquish, and discharge, and each of the Settlement Class Members and PAGA Members and the State of California shall be deemed to have, and by operation of the Judgment shall have, fully, finally,

1 and forever released, relinquished, and discharged all Released Claims, as defined in the
2 Settlement Agreement.

3 15. Neither the Settlement Agreement nor the Settlement contained therein, nor any
4 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
5 or the Settlement (i) is or may be deemed to be or may be used by the Class Representatives, the
6 Class Members, the PAGA Members or the State of California as an admission of, or evidence
7 of, the validity of any of the Released Class Claims, or of any wrongdoing or liability of
8 Defendant or any of the other Released Parties; or (ii) is or may be deemed to be or may be used
9 by any of the Class Representatives, Class Members, PAGA Members or the State of California
10 as an admission of, or evidence of, any fault or omission of Defendant or any of the other
11 Released Parties in any civil, criminal, or administrative proceeding in any court, administrative
12 agency, or other tribunal. Defendant or any of the other Released Parties may file the
13 Settlement Agreement and/or the Judgment from this Action in any other action that may be
14 brought against it or them in order to support a defense or counterclaim based on principles of
15 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or
16 any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

17 16. The Gross Settlement Amount to be paid under the Settlement Agreement is
18 \$4,250,000.00. From this amount, Class Counsel sought a Class Counsel Fee Payment of
19 \$1,416,666.66, Class Counsel Litigation Expenses of \$20,000.00, a Service Payment for Class
20 Representatives (Gregoria Cruz and Yasmin Cruz) of \$10,000 each, an Administrator Expenses
21 Payment of \$18,950.00 to ILYM Group, Inc., and \$37,500 to the LWDA for PAGA penalties
22 and \$12,500 to the PAGA Members for PAGA Penalties. Defendant does not oppose these
23 requests. In addition, and concurrently with paying the Settlement Amount, Defendant shall
24 separately pay all employer payroll taxes owed on the Wage Portions of the Individual Class
25 Payments, which shall be reported through the Settlement Administrator. The Court finds that
26 the Settlement Amount is fair, reasonable and adequate, and awards the payments set forth
27 below from the Settlement Amount:
28

- 1 A) \$1,416,666.66 to Class Counsel for Class Counsel Fee Payment in light
2 of the benefit obtained on behalf of the Class, which shall be divided
3 equally between Falakassa Law, P.C. and Bokhour Law Group, P.C.;
- 4 B) \$20,000.00 to Class Counsel for the Class Counsel Litigation Expenses,
5 which shall allocated to Bokhour Law Group;
- 6 C) \$10,000 to each Class Representative as a Service Payment;
- 7 D) \$18,950.00 to the Settlement Administrator, ILYM Group, Inc.;
- 8 E) \$37,500 to the LWDA;
- 9 F) \$12,500 to the Aggrieved Employees on a pro rata basis;
- 10 G) After deducting the foregoing payments from the Settlement Amount,
11 the remainder shall form the Net Settlement Amount payable to the
12 Settlement Class Members as set forth in the Settlement Agreement and
13 as calculated by the Settlement Administrator.

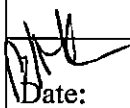
14 17. The Settlement Administrator is directed to calculate the Settlement Class
15 Member's Individual Class Payments and the PAGA Members' Individual PAGA Payments
16 and issue all payments within in accordance with the Settlement Agreement and this
17 Order/Judgment.

18 18. Concurrently with mailing the settlement checks to the Settlement Class
19 Members and PAGA Members, the Settlement Administrator shall include a Notice of Entry of
20 Judgment to all Settlement Class Members either on a postcard or as a detachable portion of the
21 check for the Settlement Class Members, noting the following: "Please be advised that on
22 [insert date], 2024, the Superior Court of California for the County of San Joaquin entered
23 Judgment in the case entitled *Cruz et al. v. Constellation Brands US Operations, Inc.*, Case No.
24 STK-CV-UDE-2022-5208, on behalf of "All current and former nonexempt employees
25 employed by Constellation Brands US Operations, Inc., in California at any time during the
26 Class Period of June 21, 2018, through December 1, 2023."

27 19. Settlement Class Members and PAGA Members shall have 180 days to negotiate
28 the settlement check(s) from the date of issuance by the Settlement Administrator. In the event

1 that a Settlement Class Member or PAGA Member does not negotiate his/her check(s) within
2 this time period, the check will be canceled. The value of the unclaimed funds in the Settlement
3 Administrator's account as a result of a failure to timely cash a settlement check shall be paid to
4 the California State Controller's Unclaimed Property Fund in the name of the Settlement Class
5 Member.

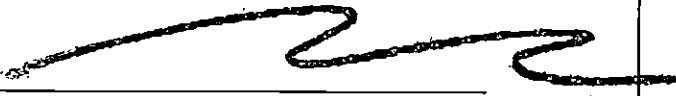
6 20. The following dates shall govern for purposes of implementing this
7 Order/Judgment, assuming that no notice of appeal of the Judgment in this matter is filed:

8 Date Final Order is Entered and Becomes 9 Final under the Settlement Agreement	The Effective Date occurs.
10 Within 10 (ten) business days after the 11 Effective Date	Defendant will deposit money into an account, through the Settlement Administrator, in an amount equal to the Gross Settlement Fund ("GSA").
12 Within 10 (ten) calendar days after receipt of 13 the GSA.	Settlement Administrator to issue all Individual Class Payments to the Settlement Class Members, Individual PAGA Payments to the PAGA Members, payment to Class Counsel for the Court approved Class Counsel Fees and Costs Award, the Court approved Service Payment to the Class Representatives, the payment to the proper State authority for PAGA Payment, and pay itself the Court approved Settlement Administration Costs.
18 180 days after payment is issued	Deadline for Class Members to cash checks.
20 TBD	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
24  Date: _____ 25 26 Time: _____ a.m./p.m.	OSC re: Compliance with the Order and status of disbursements.

1 21. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representative, the Class Members, and Defendant for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6 IT IS SO ORDERED.

7 Dated: JUL 01 2024


HON. BARBARA KRONLUND
JUDGE OF THE SUPERIOR COURT

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

On June 10, 2024, I served the following document(s) described as **AMENDED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF JUDGMENT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Gina Gi, Esq.
ggi@seyfarth.com
SEYFARTH SHAW, LLP
2029 Century Park East, Suite 3500
Los Angeles, California 90067

**Counsel for defendant Constellation
Brands U.S. Operations, Inc.**

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

/s/ Cynthia Garcia
Cynthia Garcia