

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 10 2023

E. Escobedo

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

RUTH FERRARA, YESSICA SALAZAR,
DANIEL ALVAREZ, individually, on behalf of
other similarly situated employees, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act;

Plaintiffs,

v.

SOUTH COAST WINERY, INC., a California
corporation; CARTER ESTATE WINERY
AND RESORT, LLC, a California limited
liability company; CARTER HOSPITALITY
GROUP, LLC, a Florida limited liability
company; and JEFFREY R. CARTER, an
individual; and DOES 1 through 100, inclusive;

Defendants.

Case No.: CVRI2101920
[Consolidated with Case Nos.
CVRI2102449 and MCC2001498]

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 10

CONSOLIDATED CLASS ACTION

**~~PROPOSED~~ ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: January 9, 2023
Hearing Time: 8:30 a.m.
Hearing Place: Department 10

Complaint Filed: April 19, 2021
FAC Filed: July 7, 2022
Trial Date: None Set

1 On January 9, 2023 at 8:30 a.m., the Motion for Final Approval of Class Action
2 Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payments
3 ("Motion for Final Approval"), filed by Plaintiffs Ruth Ferrara, Yessica Salazar, and Daniel
4 Alvarez ("Plaintiffs," "Plaintiff Ferrara," "Plaintiff Salazar," or "Plaintiff Alvarez"), came
5 before the Court, in Department 10, for a hearing pursuant to the Court's Order Preliminarily
6 Approving Class Action and PAGA Settlement, dated June 27, 2022 ("Preliminary Approval
7 Order"). Plaintiffs' Motion for Final Approval is based on the Parties' Joint Stipulation of Class
8 Action and PAGA Settlement ("Settlement Agreement," "Settlement," or "Agreement")
9 attached as **Exhibit 1** to the Declaration of Marcus J. Bradley In Support of Plaintiff's Motion
10 For Preliminary Approval of Class Action and PAGA Settlement filed on June 3, 2022. Since
11 full and adequate notice was given to the Class as required in the Court's Preliminary Approval
12 Order, and the Court considered all the papers filed and proceedings held herein, it is
13 ORDERED, ADJUDGED AND DECREED THAT:

14 1. All terms used in this Order of Final Approval and Judgment ("Order") shall
15 have the same meanings given as those terms are used and/or defined in the Settlement.

16 2. In this wage-and-hour class action lawsuit, Plaintiffs sued Defendants South
17 Coast Winery, Inc., Carter Estate Winery and Resort, LLC, Carter Hospitality Group, LLC, and
18 Jeffrey R. Carter ("Defendants") for various Labor Code violations. The operative complaints
19 allege Defendants: (a) failed to pay overtime wages; (b) failed to pay meal period premiums; (c)
20 failed to rest period premiums; (d) failed to pay minimum wages; (e) failed to timely pay final
21 wages; (f) failed to provide compliant wage statements; (g) failed to reimburse business
22 expenses; (h) violated Labor Code section 2698, *et seq.* (PAGA); and (i) violated Business &
23 Professions Code section 17200, *et seq.* Defendants have denied all such claims and allegations
24 in their responsive pleadings.

25 3. This Court has jurisdiction over the subject matter of the Action and over all
26 Parties to the Action, including all Class Members.

27 4. For settlement purposes only, the Court finally certifies the Class, as defined in
28 the Settlement Agreement, as follows:

1 All current and former non-exempt or hourly paid employees of Defendants,
2 including non-exempt employees provided by staffing agencies, who worked in
3 California during the Class Period (or if any such person is incompetent,
4 deceased, or unavailable due to military service, the person's legal representative
or successor in interest evidenced by reasonable verification), who [did] not
submit a timely and valid Request for Exclusion from the Class.

5 5. The Court deems this definition sufficient for the purpose of California Rule of
6 Court 3.765(a) and certifies the Class solely for purposes of effectuating the Settlement.

7 6. The Court finds an ascertainable class of one thousand six hundred seven
8 (1,607) prospective Class Members is present and a well-defined community of interest exists
9 on the questions of law and fact involved. This is because in the context of the Settlement: (a)
10 all related matters predominate over any individuals questions; (b) Plaintiffs' claims are typical
11 of the claims of the Class Members; (c) in negotiating, entering and implementing the
12 Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and protected
13 the interest of the Class Members; (d) a class action is superior to other available methods for an
14 efficient adjudication of this controversy; and (e) Class Counsel are qualified to serve as counsel
15 for the Class Representatives and the Class.

16 7. The Court hereby approves the terms set forth in the Settlement Agreement and
17 finds the Settlement is, in all respects, fair, adequate, and reasonable, consistent, and compliant
18 with all applicable requirements of the Code of Civil Procedure, the California and United
19 States Constitutions, including the Due Process clauses, the California Rules of Court, and any
20 other applicable law, and in the best interest of each of the Parties and Class Members.

21 8. The Court directs the Parties to effectuate the Settlement according to its terms
22 and declares the Settlement to be binding on all Parties and all Class Members.

23 9. The Court finds the Settlement Agreement was reached because of informed
24 and non-collusive arm's-length negotiations. The Court further finds the Parties have conducted
25 extensive investigation and research, and their attorneys were able to reasonably evaluate the
26 Parties' respective positions.

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1 10. The Court also finds the Settlement now will avoid additional and potentially
2 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate
3 the case. Additionally, after considering the monetary recovery provided as part of the
4 Settlement considering the challenges posed by continued litigation, the Court concludes Class
5 Counsel secured significant relief for the Class Members.

6 11. The Settlement Agreement is not an admission by Defendants, nor is this Order
7 a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this
8 Order, the Settlement Agreement, any document referred to herein, nor any action taken to carry
9 out the Settlement Agreement, shall be construed as, or may be used as, an admission of any
10 fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

11 12. The Court finds the terms of the Settlement Agreement, including the Maximum
12 Settlement Amount and the Individual Settlement Payments, are fair, adequate, and reasonable
13 to the Class and to each Class Member, and the Court grants final approval of the Settlement set
14 forth in the Settlement Agreement, subject to this Order. As discussed in greater detail below,
15 the Court approves the following allocations from the Maximum Settlement Amount, which fall
16 within the ranges stipulated by and through the Settlement Agreement:

17 a. The \$840,000 amount requested by Class Counsel (Justice Law
18 Corporation and Bradley/Grombacher, LLP) as their attorneys' fees is
19 fair and reasonable considering the benefit obtained for the Class. The
20 Court grants final approval of, awards, and orders payment of said
21 amount from the Maximum Settlement Amount in accordance with the
22 Settlement Agreement as the attorneys' fees;

23 b. The \$26,122.29 (\$16,727.74 by Justice Law Corporation and \$9,394.55
24 by Bradley/Grombacher, LLP) in litigation costs requested by Class
25 Counsel as reimbursement of expenses is fair and reasonable. The Court
26 grants final approval of, and orders payment of said amount from the
27 Maximum Settlement Amount in accordance with the Agreement;

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- 1 c. The \$10,000 requested by each Plaintiff as their Class Representative
2 Enhancement Payments (totaling \$30,000) is fair and reasonable. The
3 Court grants final approval of, and orders payment of said amount from
4 the Maximum Settlement Amount in accordance with the Settlement;
- 5 d. The \$14,161 designated as payment to Simpluris, Inc., the Settlement
6 Administrator, as the Settlement Administration Costs, is fair and
7 reasonable. The Court grants final approval of, and orders payment of
8 said amount to the Settlement Administrator from the Maximum
9 Settlement Amount in accordance with the Settlement Agreement; and
- 10 e. The \$100,000 allocation assigned as claims under the Private Attorneys
11 General Act of 2004 ("PAGA") is fair and reasonable. The Court grants
12 final approval and orders payment of seventy-five percent (75%) thereof
13 (\$75,000) from the Maximum Settlement Amount to the California Labor
14 and Workforce Development Agency ("LWDA"), with the remainder
15 (\$25,000) distributed to the PAGA Employees in accordance with the
16 Settlement Agreement.

17 13. Except for the payments due under the Settlement Agreement, the Parties are
18 each to bear their own attorneys' fees and costs.

19 14. The Court orders the Parties to comply with and carry out all terms and
20 provisions of the Agreement, to the extent the terms thereunder do not conflict with this Order,
21 in which case the provisions of the Order shall take precedence and supersede the Agreement.

22 15. Nothing in the Settlement Agreement or this Order purports to extinguish or
23 waive Defendants' right to continue to oppose the merits of the claims in the Action, or class
24 treatment of the claims in the Action, if the Settlement Agreement fails to become final or
25 effective, or in any other case without limitation. Neither the Settlement Agreement, this Order,
26 nor the subsequent Court Judgment is a finding that certification of the Class is proper for any
27 purpose or proceeding other than for settlement purposes.

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1 16. The Court is satisfied the Settlement Administrator completed the distribution
2 of the Notice Packet in a manner that comports with California Rule of Court 3.766 and due
3 process. The Court finds said notice was the best notice practicable under the circumstances.
4 On July 6, 2022, the Settlement Administrator received the Court-approved Notice Packet. On
5 September 7, 2022, Defendants delivered to the Settlement Administrator the Class List that
6 contained data for one thousand six hundred six (1,606) Class Members. On September 21,
7 2022, the Settlement Administrator mailed Notice Packets to one thousand six hundred six
8 (1,606) prospective Class Members via regular First-Class U.S. Mail and indicated the
9 Response Deadline was November 5, 2022. Afterwards, the Settlement Administrator
10 discovered Plaintiff Salazar had not been identified in the original Class List. So, after obtaining
11 the necessary information from Defendant, the Settlement Administrator mailed a Notice Packet
12 to Plaintiff Salazar on October 28, 2022, thereby increasing the final Class size to one thousand
13 six hundred and seven (1,607). The Settlement Administrator remailed returned Notice Packets
14 using forwarding addresses affixed thereto or using an Accurint search/skip-trace to locate
15 updated addresses. There were only fifteen (15) undelivered Notice Packets. The Settlement
16 Administrator received no disputes, no objections, and only three (3) requests for exclusion. The
17 prospective Class Members who requested exclusion are Diego Garcia, Barbara Dennison, and
18 Nancy Matsen. The distribution of any payment to these three (3) individuals under PAGA shall
19 be accompanied by the following statement: "The settlement check enclosed in this envelope is
20 for the PAGA portion of the settlement, not for the class portion of the settlement. Thus,
21 cashing this settlement check will not bar you from commencing a lawsuit for any alleged
22 violations of the Labor Code against Defendants or for any other claims you may have against
23 Defendants, other than PAGA claims which arose during the applicable PAGA period and
24 which were included as claims in this Action."

25 17. If the case had not settled, there would have been additional risks and expenses
26 associated with continuing to litigate. Procedural hurdles (*i.e.*, motion practice and appeals) are
27 also likely to prolong the litigation as well as any recovery by the Class Members.

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1 18. Defendants agreed to settle for the non-reversionary amount of \$2,400,000.
2 Defendants will have no obligation to pay any amount in connection with the Settlement apart
3 from the Maximum Settlement Amount and the employer's share of payroll taxes due on the
4 portion of Individual Settlement Payments allocated to wages. Moreover, none of the Maximum
5 Settlement Amount will revert to Defendants. According to the Settlement Administrator's
6 calculations, the gross *average* Individual Settlement Payment will be approximately \$866.41,
7 the gross *highest* Individual Settlement Payment will be about \$6,480.74, and the gross *lowest*
8 Individual Settlement Payment will be around \$22.35.

9 19. Class Counsel's investigation included formal and informal discovery,
10 reviewing Defendants' policy records, reviewing a sampling of time and pay records, reviewing
11 Plaintiffs' personnel records, and forming a damage model based on all of these. The Parties
12 also mediated this case with Paul Grossman, Esq., a respected and highly experienced mediator
13 in wage and hour class actions. In connection with mediation and through discussions with
14 counsel for Defendants, Class Counsel also discussed all aspects of the case, including the risks
15 of litigation and the risks to both Parties of proceeding with a motion for class certification as
16 well as the law relating to meal and rest periods.

17 20. Class Counsel have extensive experience with wage-and-hour class litigation.
18 Class Counsel are also of the opinion the Settlement is in the best interest of the Class and
19 provides substantial benefit to Class Members.

20 21. On balance, this is a fair settlement that satisfies the *Dunk v. Ford Motor Co.*
21 (1996) 48 Cal.App.4th 1794, 1801 factors such that final approval is warranted.

22 22. Class Counsel requested attorneys' fees of \$840,000 from the Maximum
23 Settlement Amount, pursuant to the percentage method. The determination of what constitutes
24 an appropriate percentage "is somewhat elastic and depends largely on the facts of a given case,
25 but certain factors are commonly considered. Specifically, the court may address the percentage
26 likely to have been negotiated between private parties in a similar case, percentages applied in
27 other class actions, the quality of class counsel, and the size of the award." *In re Ikon Office*
28 *Solutions, Inc., Securities Litigation* (E.D. Pa. 2000) 194 F.R.D. 166, 193.

1 23. These factors favor the requested attorneys' fees. As for the first factor, private
2 contingency fee agreements are routinely thirty percent (30%) to forty percent (40%) of the
3 recovery. (*In re Ikon Office Solutions, Inc., Securities Litigation, supra*, 194 F.R.D. at 194.) As
4 for the second factor, although the median percentage of attorney fees in class action is twenty-
5 five percent (25%), "most fees appear to fall in the range of nineteen to forty-five percent."
6 (*Ibid.*) As for the third factor, Class Counsel have experience in class actions, including wage-
7 and-hour cases. Most importantly, Class Counsel achieved an excellent result for the Class as
8 evidenced by the Class Members' reaction to the Settlement. The Class reacted positively to the
9 Settlement Agreement with participation rate of over ninety-nine percent (99.81%). As for the
10 fourth factor, Class Counsel negotiated a \$2,400,000 Maximum Settlement Amount. Applying
11 the lodestar cross-check, Class Counsel indicate they collectively invested 825.7 hours (650.5
12 hours by Justice Law Corporation and 175.20 hours by Bradley/Grombacher, LLP) this matter.
13 By extension, the base lodestar fees calculation for Class Counsel is collectively \$638,922.50
14 (\$484,625 by Justice Law Corporation and \$154,297.50 by Bradley/Grombacher, LLP), only
15 resulting in a modest multiplier of 1.31. The hourly rates appear to be reasonable for attorneys
16 with their respective years of experience, and the hours spent are reasonable for this case, which
17 has been pending for over two and one-half (2.5) years. It appears Class Counsel utilized
18 exceptional skill in litigating this case and have good reputations in the legal community. It also
19 appears Class Counsel spent appreciable time on the case, which time could have been spent on
20 other meritorious fee generating cases. Because the requested attorneys' fees are based on a
21 reasonable percentage of the settlement fund, are supported by the lodestar calculation, and did
22 not receive objections from the Class, the Court grants final approval of the requested attorneys'
23 fees of \$840,000 from the Maximum Settlement Amount.

24 24. Class Counsel requested attorneys' costs of up to \$30,000 from the Maximum
25 Settlement Amount in their Motion for Preliminary Approval. Class Counsel's actual costs and
26 expenses incurred collectively total \$26,122.29 and consisted of filing fees, mediation fees,
27 expert analysis fees, court appearances, copying, filing, and service. These costs appear
28 reasonable and necessary to the conduct of the litigation. Furthermore, as with the requested

1 attorneys' fees, the maximum cost request was disclosed to Class Members, and no objection
2 were received from the Class. For these reasons, the Court hereby grants final approval of the
3 requested attorneys' costs of \$26,122.29 from the Maximum Settlement Amount.

4 25. Justice Law Corporation and Bradley/Grombacher, LLP entered a Joint
5 Prosecution Agreement on February 22, 2022. Pursuant to the Joint Prosecution Agreement,
6 Justice Law Corporation and Bradley/Grombacher, LLP agreed the attorneys' fees of \$840,000
7 shall be divided seventy percent (70%) to Justice Law Corporation (\$588,000) and thirty
8 percent (30%) to Bradley/Grombacher, LLP (\$252,000) regardless of the lodestar calculation if
9 a recovery is obtained. Justice Law Corporation and Bradley/Grombacher, LLP will also be
10 responsible for their own internal office costs and litigation costs within their own cases but will
11 equally split the cost of mediation and any expert costs associated therewith.

12 26. The Settlement Administrator requests Settlement Administration Costs of
13 \$14,161 from the Maximum Settlement Amount. Based upon the work performed and yet to be
14 performed, and the fact Class Members did not submit objections, Settlement Administration
15 Costs of \$14,161 from the Maximum Settlement Amount is granted.

16 27. The Court approves the PAGA Payment of \$100,000 from the Maximum
17 Settlement Amount, seventy-five percent (75%) of which will be paid to the LWDA and
18 twenty-five percent (25%) of which will be paid to the PAGA Employees.

19 28. Finally, Class Counsel seeks Class Representative Enhancement Payments of
20 \$10,000 to each Plaintiff. The Court considers the following factors, among others, in
21 determining whether to pay an incentive or enhancement award to a class representative: (a)
22 whether an incentive was necessary to induce the class representative to participate; (b) actions
23 taken by the class representative to protect the interests of the class; (c) degree to which the
24 class benefited from those actions; (d) amount of time and effort the class representatives
25 expended in pursuing the litigation; (e) risk to the class representative in commencing suit, both
26 financial and otherwise; (f) notoriety and personal difficulties encountered by the class
27 representative; (g) duration of the litigation; and (h) personal benefit (or lack thereof) enjoyed
28 by the class representative as a result of the litigation. California Practice Guide, Civil

1 Procedure Before Trial, ¶ 14:146.10 (The Rutter Group 2012) (citing *Clark v American*
2 *Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804; *Bell v. Farmers Ins. Exch.* (2004)
3 115 Cal.App.4th 715, 726; *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th
4 1380, 1394; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399,
5 412. Plaintiffs devoted several hours to this litigation. Specifically, Plaintiffs assisted their
6 attorneys by having multiple conferences with them, providing them with pertinent documents,
7 and helping them gather and review documents from Defendants. Plaintiffs also helped Class
8 Counsel prepare for mediation and made themselves available during the mediation to provide
9 their input. Plaintiffs freely chose to champion the rights of the Class, accepted the risks and
10 sacrifices associated with acting as the class representatives, and do not have interests averse to
11 the Class. The Court grants the Class Representative Enhancement Payments of \$10,000 to each
12 Plaintiff from the Maximum Settlement Amount for the following reasons: (a) significant time
13 Plaintiffs spent on this matter; (b) benefits Plaintiffs' action conferred onto the Class; and (c)
14 risks and sacrifices associated with serving as the class representatives that Plaintiffs accepted
15 (*i.e.*, broader release, risking a judgment entered against them for fees and costs).

16 29. The Court approves the Agreement. All Parties, including each and all Class
17 Members, are bound by this Order and by the Agreement. By extension, all Class Members
18 shall be deemed to have entered the Agreement.

19 30. Plaintiffs are the Court-appointed class representatives.

20 31. Douglas Han, Shunt Tatavos-Gharajeh, and Phillip Song of Justice Law
21 Corporation and Marcus J. Bradley, Kiley L. Grombacher, and Lirit A. King of
22 Bradley/Grombacher, LLP are the Court-appointed Class Counsel.

23 32. Defendants and Released Parties are discharged from all released claims in
24 accordance with the terms of the Settlement Agreement. All Class Members shall be bound by
25 the Settlement Agreement and this Order, including the release of claims in favor of Defendants
26 and the other Released Parties as set forth in the Settlement Agreement. Class Member are
27 permanently barred from prosecuting against Defendants and the other Released Parties any and
28 all of the Released Class Claims as defined in the Settlement Agreement.

1 33. Plaintiffs are bound to the general release of claims against Defendants and the
2 other Released Parties as set forth in the Agreement and are permanently barred from
3 prosecuting against Defendants and the other Release Parties any and all of the Plaintiffs'
4 Release Claims as defined in the Agreement. Plaintiffs and California are also bound by the
5 Agreement and Order with respect to the Released PAGA Claims.

6 34. The Settlement Administrator is hereby directed to mail the Individual
7 Settlement Payments in envelopes that bear the notation, "YOUR CLASS ACTION
8 SETTLEMENT CHECK IS ENCLOSED" and take all other actions in furtherance of the
9 settlement administration.

10 35. As set forth in the Settlement Agreement, all settlement checks will remain
11 negotiable for one hundred eighty (180) calendar days. Any check not cashed within one
12 hundred eighty (180) calendar days will be void. No later than ten (10) calendar days after the
13 expiration of the 180-day period, the Settlement Administrator shall deposit the total amounts
14 contained in the uncashed settlement checks, and all interest that has accrued thereon, to the
15 State Controller's Unclaimed Property Fund. The Settlement Administrator shall provide a
16 declaration of deposit with the State Controller's Unclaimed Property Fund, which will be
17 served on the Parties' counsel within ten (10) calendar days of payment of the residual to such
18 beneficiary. Any costs associated with administering the remaining funds herein or payments to
19 the State Controller's Unclaimed Property Fund (e.g., bank stop-payment charges, settlement
20 administration costs associated with any reserve amount) will be deducted before the deposit
21 into the State Controller's Unclaimed Property Fund. These uncashed checks shall remain with
22 the Settlement Administrator and not be distributed to the State Controller's Unclaimed
23 Property Fund until the court has entered an amended judgment pursuant to Code of Civil
24 Procedure section 384(a).

25 36. The Settlement Administrator will mail reminder postcards to Class Members
26 whose settlement checks have not been negotiated within sixty (60) days after mailing.

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1 37. If any of the Class Members are current employees of Defendants, the
2 distribution mailed to those employees is returned to the Settlement Administrator as being
3 undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, the
4 Settlement Administrator shall arrange with Defendants to have those distributions delivered to
5 the employees at their place of employment.

6 38. Once the Court grants this Order, the Settlement Administrator will mail a
7 notice of entry of judgment to Class Members alongside their Individual Settlement Payment
8 checks via First-Class U.S. Mail. The notice of entry of judgment will state, "The Superior
9 Court of California, County of Riverside, granted final approval of the *Ferrara v. South Coast*
10 *Winery, Inc.* matter, Case No. CVRI2101920 [Consolidated with Case Nos. CVRI2102449 and
11 MCC2001498], on January 9, 2023. Pursuant to this, the Settlement Administrator has enclosed
12 your Individual Settlement Payment check alongside this notice of entry of judgment."

13 39. Without affecting the finality of this Order in any way, this Court hereby retains
14 continuing jurisdiction over: (a) implementation of the Agreement and any award or distribution
15 of the Maximum Settlement Amount, including interest earned thereon; (b) disposition of the
16 Maximum Settlement Amount; and (c) all Parties hereto for the purpose of construing,
17 enforcing, and administering the Agreement.

18 40. Without affecting the finality of this Order, the Court shall retain continuing
19 jurisdiction over this Action and the Parties, including all Class Members and over all matters
20 pertaining to the implementation and enforcement of the terms of the Settlement. Except as
21 provided to the contrary herein, any disputes or controversies arising with respect to
22 interpretation, enforcement, or implementation of the Settlement shall be presented by motion to
23 the Court for resolution.

24 41. There is no just reason for any delay in the entry of this Order approving the
25 Settlement. Pursuant to this, immediate entry by the Clerk of the Court is expressly directed.

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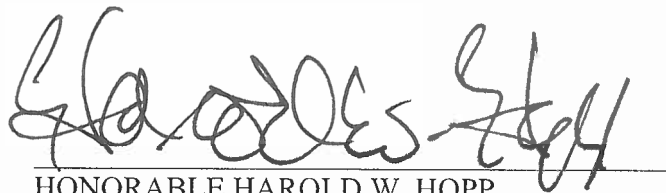
1 42. A Final Report (Nonappearance) Hearing is scheduled on September 8, 2023
2 before this same court and department. Within five (5) court days before this hearing, Plaintiffs
3 shall file a report (declaration) concerning the amount of money distributed in addition to a
4 proposed amended judgment.

5 43. Final Judgement is hereby entered in conformity with the Settlement Agreement
6 and this Court's Preliminary Approval Order dated June 27, 2022.

7 44. This Order is intended to be a final disposition of the above-captioned action in
8 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
9 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Order.

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11 **IT IS SO ORDERED.**

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13 DATED: 1/9/23



HONORABLE HAROLD W. HOPP
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

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 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On January 10, 2023, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Ferrara, et al. v. South Coast Winery Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-785449-20**
Court Case No.: MCC2001498
Riverside County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on January 10, 2023, at Pasadena, California.



Mariah Anderson