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FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
06/16/2022
Darrel E. Parker, Executive Officer
BY Willoughby, Norma
Deputy Clerk

Attorneys for Plaintiff & Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA
(UNLIMITED JURISDICTION)

RIGOBERTO MARES, on behalf of himself
and others similarly situated,

Plaintiff,

v.

MELVILLE VINEYARDS SOUTH, LLC and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 20CV03208

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES,
COSTS, SERVICE AWARD, AND
CLAIMS ADMINISTRATION**

Date: May 12, 2022

Time: 8:30 a.m.

Hon.: Jed Beebe

Dept: SM4

1 This matter came on for hearing on May 12, 2022 in Department SM4 of this Court on
2 Plaintiff Rigoberto Mares's unopposed Motion for Final Approval of Class Action Settlement,
3 Attorneys' Fees, Costs, Service Award, Claims Administration ("Motion") pursuant to California Rule
4 of Court 3.769(g).

5 Having received and considered the proposed class action Settlement Agreement
6 ("Settlement Agreement") between Plaintiff Rigoberto Mares ("Plaintiff") and Defendant Melville
7 Vineyards South, LLC ("Defendant"), preliminarily approved by the Court in its February 15, 2022
8 Order, and having received and considered the supporting papers and evidence filed by the Parties,
9 and the argument in support of the Motion, the Court hereby GRANTS final approval of the
10 Settlement and,
11

12 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:
13

14 The Court previously reviewed the Settlement Agreement and the exhibits thereto and
15 preliminarily approved that this litigation could be maintained as a class action for settlement
16 purposes and, therefore, it conditionally certified the following Settlement Class (the "Settlement
17 Class") for settlement purposes:

18 All non-exempt workers employed by Defendant any time between October 2, 2016 and
19 December 31, 2020, who were sent a *Belair-West* privacy notice, but not including the
20 four employees who opted out from such notice.
21

22 The Court appointed for settlement purposes the Law Offices of John E. Hill as Class
23 Counsel, Plaintiff Rigoberto Mares as representative for the Settlement Class, and CPT Group,
24 Inc. as the Settlement Administrator.

25 Pursuant to the Preliminary Approval Order issued on February 15, 2022, a Notice of Class
26 Action Settlement ("Notice") was mailed to all members of the Settlement Class by first-class U.S.
27 mail. The Notice informed the Settlement Class of the terms of the Settlement, of their right to
28

1 receive their proportional share of the Settlement Fund, of their right to opt out of the Settlement,
2 of their right to comment upon or object to the Settlement, and of their right to appear in person or
3 by counsel at the Final Approval hearing. Adequate periods of time were provided by each of
4 these procedures.

5 No Class Member opted out of the Settlement.

6 No Class Member objected to the Settlement.

7
8 The Court hereby finds and determines that this Notice procedure afforded adequate
9 protections to Class Members and complied fully with Rule of Court 3.769, due process, and all
10 other applicable laws.

11 The Court further finds and determines that the terms of the Settlement are adequate, fair
12 and reasonable to Class Members and that the Settlement is ordered finally approved, and that all
13 terms and provisions of the Settlement Agreement should be and hereby are ordered to be
14 consummated.

15
16 The Court hereby confirms the Law Offices of John E. Hill as Class Counsel.

17 The Court hereby confirms Plaintiff Rigoberto Mares as the Class Representative in this
18 action.

19 The Court finds and determines that the individual Settlement Awards provided for by the
20 terms of the Settlement to be paid to each Class Member are fair and reasonable, and thus, the
21 Court gives final approval to and orders the payments of those amounts to be made in accordance
22 with the terms of the Settlement.

23
24 The Court finds that the Class Representative's service award in the sum of \$7,500 to
25 Plaintiff is fair and reasonable. The Court hereby orders the Claims Administrator to make this
26 payment to the Class Representative in accordance with the terms of the Settlement Agreement.

1 The Court finds that the payment to be paid to the Claims Administrator in the sum of
2 \$8,000 for its fees and expenses incurred is fair and reasonable. The Court hereby orders the
3 Claims Administrator to make this payment to itself in accordance with the terms of the Settlement
4 Agreement.

5 The Court finds that the payments to Labor and Workforce Development Agency (LWDA)
6 for Private Attorney General Act (“PAGA”) penalties in the sum of \$7,500 and to the applicable
7 aggrieved workers in the sum of \$2,500 are fair and reasonable. The Court hereby orders the
8 Claims Administrator to make these payments with the terms of the Settlement Agreement.

9 Pursuant to the terms of the Settlement, and the authorities, evidence and argument
10 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the sum of
11 \$63,750 and litigation costs of \$8,100. The Court finds such amounts to be fair and reasonable.
12 The Court hereby orders the Claims Administrator to make these payments in accordance with the
13 terms of the Settlement Agreement.

14 Nothing in this Order shall preclude any action to enforce the Parties’ obligations pursuant
15 to the Settlement Agreement or pursuant to this Order, including the requirement that Defendant
16 make payments to Class Members, in accordance with the Settlement Agreement. This final Order
17 shall have res judicata effect and bar Plaintiff and each Class Member from bringing any action
18 asserting Class Member Released Claims.

19 The Parties shall bear their own costs and attorneys’ fees except as otherwise provided for
20 by the Settlement Agreement and this Court’s Order Granting Final Approval.

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1 Without affecting the finality of this Order, pursuant to Rule 3.769(h), the Court retains
2 jurisdiction over the parties and the action of all matters relating to the interpretation,
3 administration, implementation, effectuation and enforcement of this Order and the Settlement.
4

5 **IT IS SO ORDERED.**

6
7 DATED: 06/16/2022


JUDGE OF SUPERIOR COURT
Honorable Jed Beebe