

Justin F. Marquez, (SBN 262417)
justin@wilshirelawfirm.com
Benjamin H. Haber (SBN 315664)
benjamin@wilshirelawfirm.com
Maxim Gorbunov (SBN 343128)
mgorbunov@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Boulevard, 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

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

OCTAVIO ABARCA-RUEDA and HUBER
ABARCA-RUEDA, individually, and on behalf
of all others similarly situated,

Plaintiffs,

v.

FOLEY FAMILY WINES, INC., a corporation;
FOLEY FAMILY FARMS, LP, a limited
partnership; FERRARI-CARANO VINEYARDS
AND WINERY, LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. SCV-268148

CLASS ACTION

*[Assigned for all purposes to Hon. Bradford
DeMeo, Dept. 17]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: August 21, 2024
Time: 3:00 p.m.
Dept.: 17

1 On or around August 31, 2023, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiffs Octavio Abarca-Rueda and Huber Abarca-Rueda (collectively,
3 “Plaintiffs”) now seek an order granting final approval of the Joint Stipulation Re: Class Settlement
4 for Defendant Ferrari-Carano Vineyards and Winery, LLC (the “Ferrari-Carano Settlement”) and the
5 Joint Stipulation Re: Class Settlement for Defendants Foley Family Wines, Inc., and Foley Family
6 Farms, LP (the “Foley Settlement”). The Ferrari-Carano Settlement is attached to the Declaration of
7 Justin F. Marquez in Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement as
8 **Exhibit 1** and the Foley Settlement is attached as **Exhibit 2**. The Ferrari-Carano Settlement and the
9 Foley Settlement are collectively referred to as the “Settlement Agreements” or the “Settlement.”

10 Due and adequate notice having been given to the Class, and the Court having reviewed and
11 considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of Class
12 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
13 had herein, and the absence of any written objections received regarding the proposed settlement,
14 and having reviewed the record in this action, and good cause appearing therefor,

15 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

16 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
17 Settlement filed in this case.

18 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
19 Settlement Class Members, and Defendants Foley Family Wines, Inc., Foley Family Farms, LP
20 (Foley Family Wines, Inc. and Foley Family Farms, LP together, “Defendants Foley”), and Ferrari-
21 Carano Vineyards and Winery, LLC (collectively, “Defendants”).

22 3. The Court finds that the Settlement Agreements appear to be fair, adequate, and
23 reasonable and therefore meet the requirements for final approval. The Court grants final approval
24 of the Settlement and the Settlement Class based upon the terms set forth in the Ferrari-Carano
25 Settlement Agreements attached to the Declaration of Justin F. Marquez in Support of Plaintiffs’
26 Motion for Final Approval of Class Action Settlement as **Exhibit 1**, and the Foley Settlement
27 Agreement attached as **Exhibit 2**.

28 ///

1 4. The Court finds that the Settlement appears to have been made and entered into in
2 good faith and hereby approves the settlement subject to the limitations on the requested fees and
3 enhancements as set forth below.

4 5. Plaintiffs and all Participating Class Members shall have, by operation of this Final
5 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants
6 from all Released Claims as defined in the Settlement.

7 6. Named Plaintiffs and all members of the Settlement Class, except those that make a
8 valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
9 discharge, and promise never to assert in any forum any and all wage-related claims that were alleged
10 in the Litigation or which could have been alleged in the Litigation based on the facts asserted in the
11 Litigation arising during the Settlement Period against Defendant and its respective predecessors,
12 successors, and assigns, parent companies, subsidiaries, affiliates, shareholders, members, agents,
13 investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future
14 officers, directors and employees (collectively, the “Released Parties”), including the following
15 claims: (1) all claims alleged in the operative complaint, under any legal theory of liability, for the
16 failure to pay all wages of any kind, including any minimum or straight time wages, owed pursuant
17 to California Labor Code §§ 204, 510, 1174, 1194, 1194.2, and 1197, the California Industrial
18 Welfare Commission (“IWC”) Wage Orders, or any comparable federal statute under any theory of
19 liability; (2) all claims alleged in the operative complaint, under any legal theory of liability , for the
20 failure to pay overtime or double time wages owed pursuant to California Labor Code §§ 204, 510,
21 558, 1194, and 1198, the IWC Wage Orders, or any comparable federal statute under any theory of
22 liability; (3) all claims alleged in the operative complaint, under any legal theory of liability, for the
23 failure to provide meal periods pursuant to California Labor Code §§ 226.7, 512, and 558, and the
24 IWC Wage Orders; (4) all claims alleged in the operative complaint, under any legal theory of
25 liability, for the failure to provide rest periods pursuant to California Labor Code § 226.7, 512, and
26 558, and the IWC Wage Orders; (5) all claims alleged in the operative complaint, under any legal
27 theory of liability, for the failure to pay all wages owed to employees upon their separation of
28 employment pursuant to California Labor Code §§ 201-204, 510, 512, 558, 1174, 1182.12, 1194,

1 1194.2, 1197, 1197.1, 1198; (6) all claims alleged in the operative complaint, under any legal theory
2 of liability, for any penalties of any kind arising from an alleged wage statement violation pursuant
3 to California Labor Code §§ 226, 226.7, 512, 558, 1174, and 1174.5; and (7) all claims alleged in the
4 operative complaint, under any legal theory of liability, for violation of Business & Professions Code
5 §§ 17200, et seq. The release includes all associated claims for restitution and other equitable relief,
6 liquated damages, punitive damages, attorneys' fees and costs, and other civil penalties.

7 7. Named Plaintiffs, the Aggrieved Employees and the LWDA fully and finally release
8 the Released Parties from all PAGA Released Claims, as defined herein. "PAGA Released Claims"
9 means any and all claims alleged in the PAGA letter to the LWDA and any amendments thereto, any
10 and all claims alleged in the Litigation arising under PAGA during the PAGA Period, and all claims
11 arising from or related to the facts or primary rights as those alleged in the Litigation arising under
12 PAGA during the PAGA Period, and includes all claims under PAGA arising during the PAGA
13 Period associated with all claims against the Released Parties for or arising in connection with (1)
14 unpaid wages, including failure to pay minimum wages; failure to pay straight time compensation,
15 overtime compensation, double-time compensation, and/or interest; the calculation of the regular rate
16 of pay; payment for all hours worked, including off-the-clock work; (2) missed, late, short or
17 interrupted meal and/or rest periods, including any claim for any alleged failure to pay premiums for
18 missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of
19 compensation; (3) failure to timely pay wages upon discharge or quitting; (4) inaccurate or otherwise
20 improper wage statements and/or failure to keep or maintain accurate records; (5) any claim for
21 unfair business practices arising out of or related to any or all of the aforementioned factual
22 allegations; (6) any claim for penalties arising out of or related to any or all of the aforementioned
23 factual allegations, including, but not limited to, recordkeeping penalties, wage statement penalties,
24 minimum-wage penalties, and waiting-time penalties; and (7) attorneys' fees and costs under Labor
25 Code sections 201-203, 204, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699.

26 8. As of the Effective Date, all members of the Settlement Class, except those that made
27 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
28 discharge, and promise never to assert in any forum or otherwise make a claim against any of the

Released Parties for any of the Released Claims arising during the Settlement Period. No Class Member has excluded themselves from the Settlement and no Class Member has objected to the Settlement.

9. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

10. Solely for purposes of effectuating the settlement, the Court finally certified the following Class, for the Ferrari-Carano Settlement: all persons who worked for any Defendant in California as hourly-paid or non-exempt employees during the Settlement Period of April 7, 2017 through August 25, 2020. For the Foley Settlement: all persons employed by Defendants who worked for Ferrari-Carano in California as an hourly-paid or non-exempt employee during the Settlement Period of August 26, 2020 through September 15, 2022.

11. No Class Members have objected to the terms of the Settlement.

12. The Notice provided to the Class conforms with the requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate and pay each Participating Class Member's Net Settlement Payment are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Settlement.

14. Defendants shall pay a total of \$1,107,040.20 to resolve this litigation and to separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments. Defendants Foley shall pay \$357,040.20 and Defendant Ferrari-Carano shall pay \$750,000.000 of this total Gross Settlement Amount.

15. From the Gross Settlement Amount, \$30,000.00 shall be paid to the California Labor and Workforce Development Agency, representing 75% of the penalties awarded under the terms of the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of

2004, California Labor Code section 2698, *et seq.* Defendants Foley shall pay \$7,500.00 of this amount and Defendant Ferrari-Carano shall pay \$22,500.00 of this amount.

16. From the Gross Settlement Amount, \$15,000.00 shall be paid to each Plaintiff for their service as class representatives and for their agreement to release claims. Defendants Foley will pay \$7,500.00 to each named Plaintiff (\$15,000.00 each) and Defendant Ferrari-Carano will pay \$7,500.00 to each named plaintiff (\$15,000.00 each).

17. From the Gross Settlement Amount, \$15,221.16 shall be paid to the Settlement Administrator, Simpluris Class Action Settlement Administration (“Simpluris”). Defendants Foley will pay \$7,610.58 of this amount and Defendant Ferrari-Carano will pay \$7,610.58 of this amount.

18. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Maxim Gorbunov of Wilshire Law Firm, PLC as Class Counsel.

19. From the Gross Settlement Amount, Class Counsel is awarded \$369,013.40 for their reasonable attorneys’ fees and \$18,016.02 for their reasonable costs incurred in the Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

20. Notice of entry of this Final Approval Order and Judgment shall be given to Class Members by posting a copy of the Final Approval Order and the Judgment on Simpluris’ website for a period of at least forty-five (45) calendar days after the date of entry of this Final Approval Order and Judgment.

21. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

///

///

///

///

///

///

22. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE:

Hon. Bradford DeMeo
Sonoma County Superior Court

PROOF OF SERVICE

Abarca-Rueda, et al. v. Foley Family Wines, Inc. et al.
SCV-268148

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss

I, Rebecca Padilla, am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On **July 30, 2024**, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

John F. Hyland (SBN 178875)
jhyland@rukinhyland.com
 Brigitte A. Butler
bbutler@rukinhyland.com
RUKIN HYLAND & RIGGIN LLP
 1939 Harrison Street, Suite 925
 Oakland, California 94612
 Tel: (415) 421-1800
 Fax: (415) 421-1700

*Attorneys for Defendants Foley Family
 Wines, Inc., and Foley Family Farms, LP*

Ryan Greenspan, Esq.
rgreenspan@grsm.com
 Amber Eklof, Esq.
aeklof@grsm.com
 Vanessa Santellan
vsantellan@grsm.com
 Stacey Drucker
sdrucker@grsm.com
GORDON REES SCULLY
MANSUKHANI, LLP
 275 Battery Street, Suite 2000
 San Francisco, California 94111
 Telephone: (415) 875-4242
 Facsimile: (415) 986-8054

Attorneys for Defendant
Ferrari-Carano Vineyards and Winery, LLC

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed this **July 30, 2024** at Los Angeles, California,

Rebecca Padilla
Type or Print Name

Signature