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11 Attorneys for PLAINTIFF EDUARDO RUIZ
12 on behalf of himself and others similarly situated.

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SACRAMENTO**

15
16 EDUARDO RUIZ, on behalf of himself and
others similarly situated,

17 PLAINTIFF,

18 v.

19 SUTTER HOME WINERY, INC., a California
corporation; TRINCHERO FAMILY ESTATES,
20 a business entity of unknown for; and DOES 1 to
100, inclusive,

21 DEFENDANTS.
22
23
24

Case No.: 34-2017-00223127

CLASS ACTION

**~~[PROPOSED]~~ ORDER AND JUDGMENT
ON PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information:

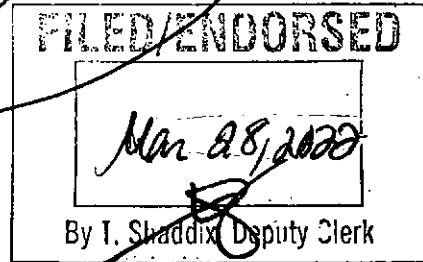
Date: April 20, 2022

Time: 1:30 p.m.

Location: 53

25 This matter having come before the Court for hearing pursuant to the Order of this Court
26 granting Preliminary Approval of the Class Action Settlement in this matter dated November 17,
27 2021, the hearing regarding Plaintiff's Motion for Final Approval of the settlement set forth in the
28 Stipulation of Class Action Settlement and Release of Claims ("Stipulation") and Award of

**[PROPOSED] ORDER AND JUDGMENT ON PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**



FILED BY FAX

1 Attorneys' Fees and Costs came for hearing on April 20, 2022 at 1:30 p.m. in Department 53 of the
2 Sacramento County Superior Court – Hall of Justice Building located at 813 6th Street, California
3 95814. The Court, having considered all the papers filed and proceedings herein, having
4 determined that due and adequate notice has been given to the Class Members and as required by
5 the Court's November 17, 2021 Order, and good cause appearing therefore, it is hereby
6 ORDERED, and JUDGMENT IS HEREBY ENTERED AS FOLLOWS:

7 1. All terms used herein shall have the same meaning as defined in the Stipulation.

8 2. This Court has jurisdiction over the subject matter of this litigation and over all
9 Parties to this litigation, including all Plaintiff.

10 3. Distribution of the Notice directed to the Class Members as set forth in the
11 Stipulation and the other matters set forth therein has been completed in conformity with the
12 Preliminary Approval Order, including individual notice to all Class Members who could be
13 identified through reasonable effort, and was the best notice practicable under the circumstances.
14 This Notice provided due and adequate notice of the proceedings and of the matters set forth
15 therein, including the proposed settlement set forth in the Stipulation, to all persons entitled to such
16 Notice, and the Notice fully satisfied the requirements of due process. No Class Members objected
17 to the Settlement. Only three (3) Class Members opted out of the Settlement.

18 4. This Court hereby approves the settlement set forth in the Stipulation and finds that
19 the Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to effectuate
20 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
21 result of intensive, serious and non-collusive arms-length negotiations; that the Parties have
22 conducted extensive and costly investigation and research and counsel for the Parties are able to
23 reasonably evaluate their respective positions; and that settlement at this time will avoid additional
24 substantial costs, as well as avoid the delay and risks that would be presented by the further
25 prosecution of these Actions. The Court has reviewed the monetary recovery that is being granted
26 as part of the Settlement and recognizes the significant value to the Class of that monetary recovery.
27 The Court finds that the Class is properly certified as a class for settlement purposes only.

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1 5. For purposes of this Judgment, the term "Class" or "Class Members" means all
2 current and former hourly nonexempt employees of Sutter Home Winery, Inc. dba Trinchero
3 Family Estates who were employed in the State of California at any time during the Class Period
4 (as defined herein). "Class Period" means from December 4, 2013 to November 3, 2020.

5 6. The term "Settlement Class" or "Settlement Class Member" means those persons
6 who are members of the Class who have not properly and timely opted out of the Action.

7 7. Defendant shall pay Eight Hundred Twelve Thousand Five Hundred Dollars and No
8 cents (\$812,500.00) to the Settlement Administrator within fifteen (15) business days after the
9 Effective Date.

10 8. Within thirty (30) calendar days after the Effective Date, the Settlement
11 Administrator shall do all of the following: distribute to all the Settlement Class Members their
12 Individual Settlement Payments or their pro rata share of the portion of the PAGA payment which
13 is allocated to the Settlement Class; Distribute to Class Counsel the Court-approved attorneys' fees
14 and costs; distribute to the Plaintiff the Court-approved Class Representative Enhancement;
15 distribute to itself the Court-approved Settlement Administration Costs and distribute to Labor and
16 Workforce Development Agency ("LWDA") the LWDA's share of the Court-PAGA Payment.

17 9. Upon the Effective Date and full funding of the settlement, each Class Member
18 (including Plaintiff) who does not timely submit a valid Request for Exclusion (i.e., Settlement
19 Class Members), shall, including Plaintiff, for the Class Period, fully release and forever discharge
20 the Defendant Sutter Home Winery, Inc. DBA Trinchero Family Estates and each and all of its past
21 and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited
22 partners, joint venturers and affiliates, and each of their respective current and former directors,
23 officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders,
24 attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated
25 companies, and each of their respective executors, predecessors, successors, assigns and legal
26 representatives ("Released Parties") from the any and all claims for wages, statutory and civil
27 penalties, damages, liquidated damages, premiums, restitution, injunctive relief, pre-judgment and
28 post-judgment interest, fees and costs, action or causes of action and all other forms of legal and

1 equitable relief that were or could have been raised based on the facts that were alleged or that
2 could have been alleged based upon the factual allegations in the Lawsuit, whether known or
3 unknown, including but not limited to all claims asserted in the Lawsuit for: (1) failure to pay all
4 wages for all hours of work at the legally minimum wage rate in violation of California Labor Code
5 sections 1194, 1194.2, and 1197, and the Wage Orders; (2) failure to pay wages for all overtime
6 hours worked in violation of California Labor Code sections 510 and 1194, and the Wage Orders;
7 (3) failure to include all remuneration when calculating the overtime rate of pay in violation of
8 California Labor Code sections 510 and 1194, and the Wage Orders; (4) failure to provide meal
9 periods and meal period premium wages in violation of California Labor Code sections 226.7 and
10 512, and the Wage Orders; (5) failure to provide rest breaks and rest break premium wages in
11 violation of California Labor Code section 226.7, and the Wage Orders; (6) failure to timely pay
12 final wages in violation of California Labor Code sections 201 and 202; (7) unfair competition in
13 violation of Business and Professions Code section 17200, *et seq.*; and for recovery of statutory and
14 civil penalties pursuant to the California Labor Code (including but not limited to penalties under
15 the California Private Attorneys General Act) or any other source of obligation, based on federal,
16 state or local law, that is now recognized by law or that may be created or recognized in the future
17 by statute, regulation, judicial decision, or in any other manner, arising out of the facts that were
18 alleged, or could have been alleged in regard to the subject of those allegations in the Lawsuit
19 ("Released Claims"). The judgment and release of claims provided herein shall have *res judicata*
20 effect. Notwithstanding a Class Member's Request for Exclusion, a Class Member will be deemed
21 to have released claims made by or on behalf of the Class Member under PAGA.

22 10. The Stipulation and Settlement are not an admission by Defendant or any of the
23 other Released Parties, nor is this Judgment a finding, of the validity of any claims in the Action or
24 of any wrongdoing by Defendant or any of the other Released Parties. Neither this Judgment, the
25 Stipulation, nor any document referred to herein, nor any action taken to carry out the Stipulation is,
26 may be construed as, or may be used as an admission by or against Defendant or any of the other
27 Released Parties of any fault, wrongdoing or liability whatsoever. The entering into or carrying out
28 of the Stipulation, and any negotiations or proceedings related thereto, shall not in any event be

1 construed as, or deemed to be evidence of, an admission or concession with regard to the denials or
2 defenses by Defendant or any of the other Released Parties and shall not be offered in evidence in
3 any action or proceeding against Defendant or any of the Released Parties in any court,
4 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
5 provisions of this Judgment, the Stipulation, or any related agreement or release.

6 11. Without affecting the finality of this Judgment in any way, this Court hereby retains
7 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
8 and all orders and judgments entered in connection therewith.

9 12. The Court hereby awards Class Counsel attorneys' fees in the amount of Two
10 Hundred Seventy Thousand Eight Hundred Six and 25/100ths Dollars (\$270,806.25) and costs in
11 the amount of Twenty Thousand Dollars (\$20,000) ("Class Counsel Award"). Class Counsel shall
12 not be entitled to any other award of attorneys' fees or costs in any way connected with this Action.
13 The Court also hereby approves the Class Representative Enhancement to the Plaintiff in the
14 amount of Nine Thousand Dollars (\$9,000). The Court approves the PAGA Payment amount of
15 Twenty Five Thousand Dollars (\$25,000) with Eighteen Thousand Seven Hundred Fifty Dollars
16 (\$18,750) (i.e., Seventy Five Percent (75%)) to be paid to the LWDA, the remaining Six Thousand
17 Two Hundred Fifty Dollars (\$6,250) shall be part of the Net Settlement Amount to be distributed to
18 the Settlement Class Members. The Court also approves the payment of Settlement Administration
19 Costs in the amount of Twenty-Seven Thousand Dollars (\$27,000). Any separate appeal from the
20 portion of this Judgment as to the Class Counsel Award shall not operate to terminate or cancel the
21 Stipulation or otherwise affect the finality of this Judgment.

22 13. If any Settlement Class Member does not cash his/her settlement check within one
23 hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void,
24 and any monies remaining in the distribution account shall be distributed to the California
25 Controller's Unclaimed Property Fund, for the benefit of those Settlement Class Members who did
26 not cash their checks until such time that they claim their property.

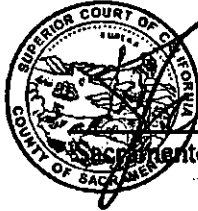
27 14. The Final Judgment shall be posted on a website maintained by the Settlement
28 Administrator for a period of one (1) year following the date of the Final Judgment.

1 15. The Court finds that the Stipulation is in good faith and constitutes a fair, reasonable
2 and adequate compromise of the Released Claims.

3 16. If the Settlement does not become final and effective in accordance with the terms of
4 the Stipulation, resulting in the return and/or retention of the Maximum Settlement Amount to
5 Defendant consistent with the terms of the Settlement, then this Judgment and all orders entered in
6 connection herewith shall be rendered null and void and shall be vacated.

7 **IT IS SO ORDERED.**

8 Dated: 3/28/2020



[Signature]
Sacramento County Superior Court Judge