

LAW OFFICES OF MARK YABLONOVICH
Mark Yablonovich (SBN 186670)
Mark@Yablonovichlaw.com
Monica Balderrama (SBN 196424)
Monica@Yablonovichlaw.com
Tony Roberts (SBN 315595)
Tony@Yablonovichlaw.com
9595 Wilshire Boulevard, Suite 900
Beverly Hills, California 90212
Telephone: (310) 286-0246 • Fax: (310) 407-5391

Attorneys for Plaintiff Christopher Ruiz and the Class

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

CHRISTOPHER RUIZ, on behalf of himself,
all others similarly situated, and behalf of the
general public,

Plaintiff,

vs.

BRONCO WINE COMPANY, a California
Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CV-21-005436

Assigned for all purposes to John R. Mayne, Dept.
21

CLASS AND ENFORCEMENT ACTION
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR CODE
§§ 2698 ET SEQ.

~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
AWARDING ATTORNEYS' FEES, COSTS
AND EXPENSES, AND APPROVING CLASS
AND PAGA REPRESENTATIVE
ENHANCEMENT PAYMENT

[Filed concurrently with Motion for Final Approval;
Motion for Attorneys' Fees, Costs, and Class and
PAGA Representative Enhancement Payment;
Declaration of Mark Yablonovich; Declaration of
Christopher Ruiz; Declaration of Taylor Mitzner,
Settlement Administrator; and [Proposed]
Judgment]

Date: June 30, 2023
Time: 8:30 a.m.
Dept: 21

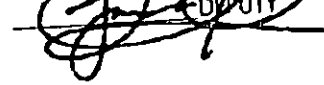
Complaint Filed: October 1, 2021
FAC Filed: January 18, 2023
Trial Date: None Set

FILED

JUL 03 2023

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY:

 DEPUTY

ORDER

This Court conducted a hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and Motion for Approval of Attorneys' Fees, Costs and Expenses, and Class and PAGA Representative Enhancement ("Motions"). Having considered the Motions and the points and authorities submitted in support of the Motions, including the Joint Stipulation of Class Action and PAGA Settlement and Release (the "Settlement Agreement" or "Settlement") and exhibits, and **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the Motions are **GRANTED**, subject to the following findings and orders:

1. For the reasons set forth in the Preliminary Approval Order, which is adopted and incorporated by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied.

2. This Order adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained in the Settlement Agreement, that is attached as Exhibit 1 to the Declaration of Mark Yablonovich.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the Action, including all members of the Settlement Class and PAGA Group Members.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances, was valid, due, and sufficient notice to all Class Members, and complied with the laws of the State of California and due process. The Class Notice provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Distribution of notice of the settlement directed to the Class Members as set forth in the Settlement Agreement has been completed in conformity with the Preliminary Approval Order. The class notice program set forth in the Settlement Agreement, and completed in conformity with the Preliminary Approval Order, provided due and adequate notice of the nature of the case, the proposed settlement, and the other matters set forth in the Preliminary Approval Order. The notice provided adequate and appropriate notice to persons entitled to notice of the settlement and therefore fully satisfied the requirements of due process. No Class Members submitted requests for exclusion. Accordingly, all Class Members are covered

1 by and included within the settlement and within this Order granting final approval.

2 6. No Class Member has objected to the settlement or the proposed award of attorneys' fees,
3 costs, or the Class and PAGA Representative Enhancement Payment, and based on the record as a whole,
4 the Court affirms the findings in the Preliminary Approval Order and finds that the settlement is, in all
5 respects, fair, adequate, and reasonable, and directs the parties to effectuate the settlement according to the
6 terms set forth in the Settlement Agreement and this Order.

7 7. Class Members, PAGA Group Members, and the Labor and Workforce Development
8 Agency ("LWDA") were given a full opportunity to participate in the Final Approval hearing, and all Class
9 Members and PAGA Group Members and other persons wishing to be heard have been heard. Accordingly,
10 the Court determines that all Class Members who did not timely and properly opt out of the settlement are
11 bound by the Order. All PAGA Group Members and the LWDA are also bound by the Order.

12 8. The Court has considered all relevant factors for determining the fairness of the settlement
13 and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court
14 finds that the settlement was reached following meaningful discovery and investigation by Plaintiff's
15 Counsel, that the settlement is the result of informed, adversarial, and arm's-length negotiations between the
16 Parties, and that the terms of the settlement are in all respects fair, adequate, and reasonable.

17 9. In so finding, the Court has considered all evidence presented, including the strength of
18 Plaintiff's case, the risk, expense, and complexity of the claims presented, the likely duration of further
19 litigation, the amount offered in settlement, the extent of investigation and discovery completed, and the
20 experience and views of counsel. The Parties have provided the Court with sufficient information about the
21 nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an
22 independent assessment of the reasonableness of the terms to which the Parties have agreed.

23 10. Accordingly, the Court approves the settlement as set forth in the Settlement Agreement and
24 expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the
25 entire Settlement Class and PAGA Group Members and directs implementation of all remaining terms,
26 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will avoid
27 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue
28 to litigate the case. Additionally, after considering the monetary recovery provided by the settlement in light

1 of the challenges posed by continued litigation, the Court concludes that the settlement provides Class
2 Members and PAGA Group Members with fair and adequate relief.

3 11. The Settlement Agreement is not an admission by Defendant Bronco Wine Company
4 ("Defendant") or any of the other Released Parties, nor is this Order a finding of the validity of any alleged
5 wrongdoing by Defendant or any of the other Released Parties. Neither this Order, the Settlement
6 Agreement, nor any document referred to in this Order, nor any action taken to carry out the Settlement
7 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
8 concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

9 12. The Court certifies a Settlement Class which is defined as all persons who were employed
10 by Defendant as non-exempt employees within the State of California at any time during August 3, 2018 to
11 September 17, 2022.

12 13. Plaintiff Christopher Ruiz is appointed the Class Representative for the Settlement Class and
13 PAGA Group. The Court finds that Plaintiff's investment and commitment to the litigation and its outcome
14 ensured adequate and zealous advocacy for the Settlement Class and PAGA Group Members, and that his
15 interests are aligned with those of the Settlement Class and PAGA Group Members.

16 14. The Court awards a Class and PAGA Representative Enhancement Payment of \$10,000 to
17 Christopher Ruiz for his services on behalf of the Settlement Class and PAGA Group Members and for
18 agreeing to a broader release than those required of Participating Class Members and PAGA Group
19 Members.

20 15. The Court finds that the attorneys at the Law Offices of Mark Yablonovich have the
21 requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class and
22 PAGA Group Members. The Court therefore finds that counsel satisfy the professional and ethical
23 obligations attendant to the position of Class and PAGA Counsel, and hereby appoints all counsel as counsel
24 for the Settlement Class and PAGA Group Members.

25 16. The settlement of civil penalties under PAGA in the amount of \$50,000, which will be paid
26 from the Gross Settlement Amount, is hereby approved. Seventy-Five Percent (75%), or \$37,500, shall be
27 paid to the LWDA. The remaining Twenty-Five Percent (25%), or \$12,500, shall be paid to PAGA Group
28 Members on a pro-rata basis.

1 17. The Court awards attorneys' fees totaling \$231,666.66, and litigation costs and expenses
2 totaling \$ 9,449 to the Law Offices of Mark Yablonovich. The Court finds that the requested
3 award is reasonable for a contingency fee in a class action such as this, i.e., approximately one-third of the
4 common fund created by the settlement. Plaintiff's Counsel have also established the reasonableness of the
5 requested award via their lodestar crosscheck, and the Court finds that the rates, hours, and requested
6 negative multiplier are fair and reasonable. Additionally, evidence submitted by Plaintiff's Counsel
7 demonstrates that the requested costs and expenses are fair and reasonable.

8 18. The Court approves settlement administration costs and expenses in the amount of \$9,000 to
9 Phoenix Settlement Administrators for execution of its duties as Settlement Administrator.

10 19. Defendant shall pay Class Members, PAGA Group Members, and the LWDA pursuant to
11 the procedure described in the Settlement Agreement. Defendant shall have no further liability for costs,
12 expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided in the
13 Settlement Agreement.

14 20. This Court has jurisdiction to enter this Final Approval Order. The Court expressly retains
15 jurisdiction as to all matters relating to the administration, consummation, enforcement, and interpretation of
16 the Settlement Agreement and of this Final Approval Order and the final judgment and for any other
17 necessary purpose, including, entering such additional orders as may be necessary or appropriate to protect
18 or effectuate the Court's Final Approval Order and the final judgment.

19 21. The terms of the Settlement Agreement and of the Court's Order shall be forever binding on
20 all Class Members who did not timely and properly opt out of the settlement, all PAGA Group Members,
21 and the LWDA, and those terms shall have res judicata and other preclusive effect in all pending and future
22 claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those
23 claims, lawsuits or other proceedings involve the Released Claims. The Participating Class Members and
24 PAGA Group Members have released and forever discharged Defendant and Released Parties for any and
25 all Released Claims.

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1 22. The Court sets a compliance hearing to confirm full administration of the settlement in
2 accordance with the Settlement Agreement and the terms of this Final Approval Order and the
3 Judgment. The compliance hearing is set for 4/4/24 at 8:30 a.m. p.m. in Department 21.
4 The Court shall approve the distribution of any residual funds at the time of the compliance hearing. Class
5 Counsel shall submit a compliance report five court days prior to the compliance hearing.

6 **IT IS SO ORDERED.**

7
8 DATED: 6/30/23


HON. JOHN R. MAYNE
SUPERIOR COURT JUDGE