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FILED JUL 05 2023
 STEPHANIE BOHRER, CLERK
 By *[Signature]* DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF SAN JOAQUIN

PEDRO IBARRA, individually, and on behalf of
 all others similarly situated,
Plaintiff,
 vs.
 VINO FARMS, INC., a California corporation;
 VINO FARMS, LLC, a limited liability
 company; and DOES 1 through 10, inclusive,
Defendants.

Case No.: STK-CV-UOE-2021-6512
 [Assigned for all purposes to: Hon. George J. Abdallah]
CLASS ACTION
~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT
 Date: June 27, 2023
 Time: 9:00 a.m.
 Courtroom: 10A
 Judge: Hon. George J. Abdallah
 Action Filed: July 21, 2021
 Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing upon the Motion for Final Approval of the proposed settlement
3 of this action on the terms set forth in the JOINT STIPULATION OF CLASS AND PAGA ACTION
4 SETTLEMENT AND RELEASE (the "Agreement") *see* Declaration of H. Scott Leviant In Support of
5 Plaintiff's Motion for Final Approval of Class and Representative Action Settlement ["Leviant Decl."],
6 at Exh. 1).

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this
8 action, having heard the argument of Counsel for respective Parties, if any, and good cause appearing,
9 the Court Orders as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
11 set forth therein.

12 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
13 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
14 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
15 their respective positions. The Court also finds that settlement at this time will avoid additional
16 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
17 of the action. The Court finds that the risks of further prosecution are substantial.

18 3. The parties' Settlement is granted final approval as it meets the criteria for final
19 settlement approval. In granting final approval of the class action settlement the Court has considered
20 the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba*
21 *v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th
22 706 (2006). The Court finds that the terms of the proposed class action Settlement are fair, reasonable,
23 and adequate, pursuant to California Code of Civil Procedure § 382. The settlement falls within the
24 range of possible approval as fair, adequate and reasonable, and appears to be the product of arm's-
25 length and informed negotiations and to treat all Class Members fairly. The Settlement Class meets the
26 requirements for conditional certification for settlement purposes only under Code of Civil Procedure
27 § 382.

1 4. The Class Notice provided to the Settlement Class conforms with the requirements of
2 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
3 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
4 under the circumstances, by providing individual notice to all Class Members who could be identified
5 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
6 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements
7 of due process.

8 5. The following persons are certified as Class Members solely for the purpose of entering
9 a settlement in this matter:

10 All current and former hourly non-exempt persons employed by Defendant, in
11 the State of California between July 21, 2017 through September 9, 2022.
12 “Participating Class Members” means all Class Members who do not submit a Request
for Exclusion. (Settlement, ¶¶ 12, 13, 13(2))

13 6. All Class Members are “aggrieved employees” for purposes of distributing the
14 \$25,000.00 as Individual PAGA Payments. Class Members cannot opt out of the release of the PAGA
15 claims and will therefore receive a share of the \$25,000, irrespective of whether they are Participating
16 Class Members.

17 7. Plaintiff PEDRO IBARRA is appointed as the Class Representative. The Court finds
18 Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation and
19 have no conflicts of interest with absent Class Members, and that they adequately represented the
20 interests of absent class members in the Litigation. Moon & Yang, APC, is appointed Class Counsel.

21 8. The Court appoints ILYM Group, Inc., to act as the Settlement Administrator, pursuant
22 to the terms set forth in the Agreement.

23 9. No Class Members timely requested exclusion from the Class. All Class Members
24 remain bound by the Final Approval Order and Judgment in the Action.

25 10. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement
26 and compensation to the Class Members shall be implemented pursuant to the terms of the Settlement.

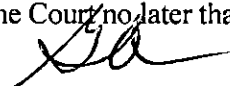
27 11. In addition to any recovery that Plaintiff may receive under the Settlement as a Class
28 Member, and in recognition of the Plaintiff’s efforts on behalf of the Settlement Class, the Court hereby

1 approves the payment of a Class Representative Enhancement Payment to Plaintiff PEDRO IBARRA
2 in the amount of \$7,500.00.

3 12. The Court approves the payment of attorneys' fees to Class Counsel in the total amount
4 of \$466,666.66 to Moon & Yang, APC. Litigation expenses awarded to Moon & Yang, APC, are
5 approved by the Court in the amount of \$15,223.37.

6 13. The Court approves and orders payment in the amount of \$12,900.00 to ILYM Group,
7 Inc., for performance of its services as the Settlement Administrator, as set forth in the Notice to the
8 Class.

9 14. Upon completion of administration of the Settlement, the Parties shall file a declaration
10 stating that all amounts payable under the Settlement have been paid and that the terms of the
11 Settlement have been completed.

12 15. The Court sets a non-appearance case review regarding compliance with all fund
13 distribution requirements under the Settlement for _____, 2024, at _____,
14 in Dept. 10A of the above-entitled Court. A Final Report, including any declaration from the
15 Settlement Administrator regarding compliance, shall be filed with the Court no later than
16 _____, 2024. 

17 16. The Court approves and orders payment in the amount of \$75,000.00 to the Labor and
18 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
19 General Act of 2004 (Labor Code § 2698 *et seq.*). Further, \$25,000.00 shall be distributed to Class
20 Members as required under the Settlement.

21 17. Once Defendants fully fund the Settlement by paying all amounts due under the
22 Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid
23 and timely request for exclusion as to claims other than the PAGA claim, and, as to the PAGA claim,
24 each Class Member, regardless of whether they have requested exclusion from the Settlement of Class
25 claims, will release claims as follows:

26 "Released Claims" include all claims, debts, liabilities, demands, obligations, damages,
27 and actions or causes of action of any kind, arising under state, federal or local law,
28 whether statutory, common law, or administrative law, at any time during the Class
Period, that were or could have been asserted based on the factual allegations in the
Operative Complaint or based on any facts discovered in the course of the Action,

1 including (without limitation), claims for failure to failure to pay minimum or overtime
2 wages, failure to provide meal and rest periods or to pay meal and rest period
3 premiums, failure to indemnify necessary business expenses, failure to pay all wages
4 due to discharged or quitting employees, failure to reimburse necessary business
5 expenses, failure to provide accurate itemized wage statements; claims under Labor
6 Code §§ 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,
7 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage Orders
8 promulgated thereunder, Business and Professions Code § 17200, et seq., and the
9 federal Fair Labor Standards Act ("FLSA," 29 U.S.C. § 201 et seq.); and claims for
10 injunctive relief, restitution, punitive damages, penalties of any nature (including PAGA
11 civil penalties and statutory penalties), interest, fees, and costs.

12 "Released Parties" means Defendants VINO FARMS, INC. and VINO FARMS, LLC,
13 and their past, present, and future parents, subsidiaries, divisions, affiliates,
14 predecessors, successors, and assigns, and each of their past, present, and future
15 shareholders, owners, officers, directors, employees, agents, trustees, attorneys,
16 representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners,
17 privies, and any other individual or entity which could be liable for any of the Released
18 Claims.

19 Upon the date upon which Defendants transfer the Maximum Settlement Amount to the
20 Settlement Administrator, Plaintiff and all Class Members who do not Request
21 Exclusion will be deemed to have fully, finally and forever released, settled,
22 compromised, relinquished, and discharged with respect to all of the Released Parties
23 for any and all Released Claims that accrued during the Released Claims Period. The
24 release of Released Claims will have a res judicata effect against any Class Members
25 who make a claim against any of the Released Parties for any of the Released claims,
26 file any actions, claims, complaints or proceedings regarding the Released Claims with
27 the California Division of Labor Standards Enforcement, initiate any other proceedings
28 against any of the Released Parties regarding any of the Released Claims, or seek to
participate in any judgment or settlement of claims that are the subject of the Released
Claims in any other class, collective, or representative action against any of the
Released Parties.

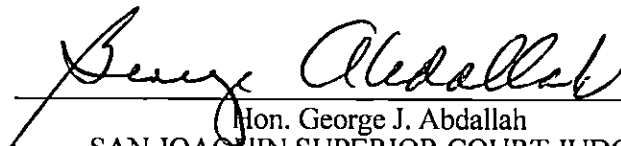
18 18. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,
19 pursuant to Labor Code § 2699(l)(3).

20 19. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth in
21 the Settlement Agreement.

22 20. The Court retains jurisdiction to consider all further applications arising out of or in
23 connection with the settlement.

24 **IT IS SO ORDERED.**

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26 Dated: July 5, 2023


Hon. George J. Abdallah
SAN JOAQUIN SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Katherine C. Den Bleyker
Katherine.DenBleyker@barberranen.com
Tim Keegan
Tim.Keegan@barberranen.com
Barber Ranen, LLP
550 South Hope Street, Suite 2400
Los Angeles, CA 90071
Tel: (385) 517-3001

Counsel for Defendants Vino Farms, Inc. and Vino Farms, LLC

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **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 e-mail address or e-mail of record in this action.

☐ **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order directing Electronic Service, the above-named document(s) has (have) been electronically served on counsel of record by an approved electronic service provider. The transmission of these documents was reported complete and a copy of the service confirmation will be maintained, along with the original document(s) and proof of service in our office.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **May 19, 2023** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature