

FILED

KERN COUNTY SUPERIOR COURT

1/10/25

BY Dickey, Leslie
DEPUTY

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

Attorneys for Plaintiff

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

RAUL MORALES REYES and MARIANO
GUTIERREZ GAMA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

GIUMARRA VINEYARDS CORPORATION,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: BCV-21-102139

**CLASS AND REPRESENTATIVE
ACTION**

[Assigned for all purposes to: Hon. Gregory
Pulskamp, Dept. J]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: January 9, 2025

Time: 8:30 a.m.

Dept: J

Complaint filed: September 10, 2021

FAC filed: March 25, 2024

Trial date: Not set

1 The Court has before it Plaintiffs Raul Morales Reyes and Mariano Gutierrez Gama's
2 (collectively, "Plaintiffs") Motion for Preliminary Approval of Class Action Settlement.
3 Having reviewed the Motion for Preliminary Approval of Class Action Settlement, the
4 Declaration of Justin F. Marquez, the Class Action and PAGA Settlement Agreement and Class
5 Notice (which is referred to here as the "Settlement Agreement"), and good cause appearing,
6 the Court hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiffs Raul Morales Reyes and
11 Mariano Gutierrez Gama and Defendant Giumarra Vineyards Corporation ("Defendant"),
12 attached to the Declaration of Justin F. Marquez in Support of Plaintiffs' Motion for Preliminary
13 Approval of Class Action Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendants have agreed to create a common fund
18 of \$1,250,000.00 to cover (a) settlement payments to class members who do not validly opt out;
19 (b) a \$50,000.00 payment to the State of California, Labor & Workforce Development Agency
20 for its share of the settlement of claims for penalties under the Private Attorneys General Act,
21 with 75% of which (\$37,500.00) will be paid to the LWDA and 25% (\$12,500.00) will be paid
22 to eligible Aggrieved Employees; (c) Class Representative service payments of up to \$5,000.00
23 for Plaintiff Raul Morales Reyes and \$1,000.00 to Plaintiff Mariano Gutierrez Gama; (d) Class
24 Counsel's attorneys' fees, not to exceed 33 1/3% of the Gross Settlement Amount
25 (\$416,666.67), and up to \$30,000.00 in costs for actual litigation expenses incurred by Class
26 Counsel; and (e) Settlement Administration Costs of up to \$35,000.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

1 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
2 and reasonable to the class members when balanced against the probable outcome of further
3 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
4 significant informal discovery, investigation, research, and litigation have been conducted such
5 that counsel for the parties at this time are able to reasonably evaluate their respective positions;
6 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
7 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
8 the result of intensive, serious, and non-collusive negotiations between the Parties with the
9 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
10 that the Settlement Agreement was entered into in good faith.

11 4. A final fairness hearing on the question of whether the proposed settlement,
12 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
13 Workforce Development Agency for its share of the settlement of claims for penalties under the
14 Private Attorneys General Act, and the class representative's enhancement award should be
15 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
16 accordance with the Implementation Schedule set forth below.

17 5. The Court provisionally certifies for settlement purposes only the following class
18 (the "Settlement Class"): "all persons currently or formerly directly employed as non-exempt
19 employees in California by Defendant at any time during the Class Period (defined below) who
20 do not timely and validly exclude themselves from the Class in compliance with the exclusion
21 procedures set forth in this Settlement."

22 6. "Class Period" means the period from September 10, 2017 through the
23 Preliminary Approval Date of the Settlement or an earlier date at Defendant's discretion per
24 Section III(D)(5)."

25 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
26 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
27 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
28 of law and fact that are common, or of general interest, to all Settlement Class Members, which

predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representatives, for settlement purposes only, Plaintiff Raul Morales Reyes and Mariano Gutierrez Gama. The Court further preliminarily approves Plaintiffs' ability to request an incentive award up to \$5,000.00 for Plaintiff Reyes and \$1,000.00 for Plaintiff Gama.

9. The Court appoints, for settlement purposes only, Justin F. Marquez and Benjamin H. Haber of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Total Settlement Amount (\$416,666.67), and costs not to exceed \$30,000.00.

10. The Court appoints CPT Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$35,000.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Defendants to provide Class List to the Settlement Administrator	30 days after Court's order granting Motion for Preliminary Approval
--	--

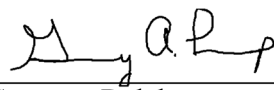
Settlement Administrator to mail the Notice Packets	21 days after receipt of the Class List from the Defendant
Response Deadline	45 days after Notice is mailed out by the Settlement Administrator
Deadline to Provide Written Objections, if any	45 days after Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval, which is <u>6/13/25</u> ;
Final Approval Hearing	<u>7/9/25</u> at <u>8:30</u> a.m./ p.m. or first available date thereafter , in Department J. The hearing may be continued to another date without further notice to the Class Members.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE: Signed: 1/10/2025 12:30 PM

BCV-21-102139



Hon. Gregory Pulskamp
Kern County Superior Court

PROOF OF SERVICE

Morales v. Giumarra Vineyards Corporation, et al.
BCV-21-102139 JEB

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On December 5, 2024, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY 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:

Ian B. Wieland (SBN 285721)
ian@sw2law.com
Michael J. Conway (SBN 322030)
mikec@sw2law.com
Tristan Matthews
tristan@sw2law.com
Stephanie Garcia
stephanie@sw2law.com
SAGASER, WATKINS & WIELAND PC
5260 N. Palm A venue, Suite 400
Fresno, California 93 704
Telephone: (559) 421-7000
Facsimile: (559) 473-1483

Attorneys for Defendant

(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 the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on December 5, 2024, at Los Angeles, California.



Rebecca Padilla