

FILED**JUL 17 2026**Clerk of the Napa Superior Court
By: A. Hon
Deputy

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

JOSEFINA HERNANDEZ and JOVA
HERNANDEZ, individually, and on behalf of
other members of the general public similarly
situated, and as aggrieved employees pursuant to
the Private Attorneys General Act ("PAGA"),

Plaintiffs,

vs.

G. L. MEZZETTA, INC., a California
corporation; JRM IMPORTS & SALES, INC., a
California corporation; JRM MEZZETTA
COURT, LLC, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV001280

Assigned to the Hon. Cynthia P. Smith

^{CS}
**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: July 17, 2026

Time: 8:30 a.m.

Place: Department A

Complaint Filed: October 29, 2021

Trial Date: None Set

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1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
8 sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the \$1,685,000 settlement as set forth in the
12 Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable,
13 adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all
14 remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds that
15 settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks
16 if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery
17 provided by the settlement in light of the challenges posed by continued litigation, the Court concludes
18 that the settlement provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendant or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
21 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
24 whatsoever by or against Defendant or any of the other Released Parties.

25 10. Final approval shall be with respect to: All persons who worked for Defendant as non-
26 exempt, hourly paid employees or who provided services to Defendant as non-exempt, hourly paid
27 temporary placement workers in the State of California at any time during the Class Period.

28 11. Plaintiffs Josefina Hernandez and Jova Hernandez are adequate and suitable

1 representatives and are hereby appointed the Class Representatives for the Settlement Class. The Court
2 finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and
3 zealous advocacy for the Settlement Class, and that their interests are aligned with those of the
4 Settlement Class.

5 12. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
6 \$10,000, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of
7 all claims arising out of their employment with Defendant.

8 13. The Court finds that the attorneys at Capstone Law APC have the requisite
9 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
10 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
11 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

12 14. The settlement of civil penalties under PAGA in the amount of \$80,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$60,000, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$20,000, will be paid to PAGA
15 Members.

16 15. The Court hereby awards \$561,667 in attorneys' fees and \$23,707.69 in costs and
17 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
18 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
19 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'
20 fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly
21 rates are reasonable, and the multiplier is warranted under the circumstances.

22 16. The Court approves settlement administration costs and expenses in the amount of
23 \$17,750 to CPT Group, Inc.

24 17. All Class Members were given a full and fair opportunity to participate in the Approval
25 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
26 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
27 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
28 and Judgment shall be forever binding on all Participating Class Members. Upon the Funding Date,

1 these Participating Class Members have released and forever discharged the Released Parties for any and
2 all Released Class Claims during the Class Period:

3 All manner of action, causes of action, claims, demands, rights, suits, obligations,
4 debts, contracts, agreements, promises, liabilities, damages, charges, penalties,
5 losses, costs, expenses, and attorneys' fees, whether known and unknown, in law
6 or equity, fixed or contingent, arising from, or related to the facts alleged in the
7 Action, including, but not limited to: (a) any alleged failure by Defendant to
8 provide compliant meal and rest periods, or to pay meal period premiums or rest
9 period premiums, to Class Members; (b) any alleged failure by Defendant to pay
10 any wages due, including, but not limited to, regular, minimum, meal period
11 premiums or rest period premiums, or overtime wages; (c) any alleged failure by
12 Defendant to provide compliant wage statements to or maintain accurate payroll
records for Class Members; (d) any alleged failure by Defendant to timely pay
wages or waiting or reporting time or final wages; (e) any alleged right or claim
for unfair business practices in violation of California Business & Professions
Code § 17200, *et seq.* arising from the conduct alleged in the Action; (f) any Labor
Code violations, including violations of Labor Code Sections 201, 202, 203, 204,
210, 226, 226.3, 226.7, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194,
1194.2, 1197, 1197.1, 1198, 2810.5, and 8 C.C.R. section 11080; and (g) all claims
that were alleged, or reasonably could have been alleged, based on the facts alleged
in the Action during the Class Period.

13 18. Additionally, upon the Funding Date, all PAGA Members and the LWDA have released
14 and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA
15 Period: All claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
16 on the facts alleged in the Action and Plaintiffs' PAGA notices to the LWDA during the PAGA Period.

17 19. Judgment in this matter is entered in accordance with the above findings.

18 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
19 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
20 664.6, including all Participating Class Members and PAGA Members, for purposes of enforcing the
21 terms of the Judgment entered herein.

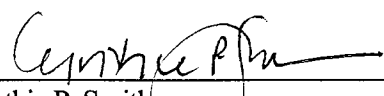
22 21. This document shall constitute a judgment (and separate document constituting said
23 judgment) for purposes of California Rules of Court, Rule 3.769(h).

24 22. The Court sets a compliance hearing for July 16, 2027 at 8:30 a.m., at which time the
25 Court will consider evidence that the distribution process is complete and that a final accounting may be
26 approved. Plaintiffs shall file a declaration from the Settlement Administrator regarding the completion
27 of settlement administration activities no later than 5 court days prior to the hearing.
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IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 7/17/26



Hon. Cynthia P. Smith
Napa County Superior Court Judge