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FILED

OCT 21 2025

Clerk of the Napa Superior Court

By: _____

Deputy

DOUGLAS HAN (SBN 232858)
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Attorneys for Plaintiff

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

EDWIN QUISENBERRY, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

V. SATTUI WINERY, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 24CV000996

Assigned for All Purposes to:
Honorable Cynthia P. Smith
Department A

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: October 17, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Department A

Complaint Filed: June 14, 2024
FAC Filed: March 27, 2025
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Edwin Quisenberry's
2 ("Plaintiff") Motion for Final Approval of Class Action Settlement, and considering papers
3 submitted in support, including the Class Action and PAGA Settlement Agreement ("Settlement
4 Agreement," "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On April 29, 2025, Plaintiff and Defendant V. Sattui Winery ("Defendant") entered the
6 Settlement Agreement.

7 On June 16, 2025, the Court entered an order preliminarily approving the settlement of
8 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
9 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the
10 Class Members with an opportunity to object to the Settlement or exclude themselves from the
11 Class, and scheduling a Final Approval Hearing.

12 On October 17, 2025, the Court held a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Order of Final Approval and
14 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise
15 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
16 set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
18 Members have been given the opportunity to request exclusion from the Class, the Court has
19 personal jurisdiction over the claims of all Class Members. The Court has subject matter
20 jurisdiction over this matter, including jurisdiction to approve the Settlement and grant final
21 certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
25 paid or non-exempt employees of Defendant within the State of California at any time during the
26 period from June 14, 2020, through February 11, 2025 ("Class," "Class Members," and "Class
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1 Period"). There are four hundred twenty-nine (429) Class Members who did not submit valid and
2 timely Requests for Exclusion from the Settlement ("Participating Class Members").¹

3 4. Adequacy of Representation. Class Counsel fully and adequately
4 represented the Class in entering and implementing the Settlement and satisfied the requirements
5 of Code of Civil Procedure section 382.

6 5. Class Notice. The Court finds that the Court Approved Notice of Class
7 Action Settlement and Hearing Date for Final Court Approval ("Class Notice") and its
8 distribution to the Class Members have been implemented pursuant to the Agreement and
9 Preliminary Approval Order. The Court finds that the Class Notice:

- 10 a. Constitutes notice reasonably calculated to apprise the Class Members of:
11 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
12 Settlement and their rights; (iii) their right to object to any aspect of the
13 Agreement; (iv) their right to exclude themselves from the Settlement;
14 (v) their right to receive settlement payments; (vi) their right to appear at
15 the Final Approval Hearing; and (vii) the binding effect of the orders and
16 judgment in this lawsuit on all Participating Class Members;
17 b. Constitutes notice that fully satisfied the requirements of Code of Civil
18 Procedure section 382, Rule of Court 3.769, and due process;
19 c. Constitutes the best practicable notice to the Class Members under the
20 circumstances of this lawsuit; and
21 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

22 6. Enforcement of the Settlement. Nothing in this Order and Judgment shall
23 preclude any action to enforce the terms and provisions of the Settlement.

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28 ¹ The Administrator mailed the Class Notice to four hundred thirty (430) Class Members
and received one (1) Request for Exclusion. As a result, there are four hundred twenty-nine

1 7. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into in good faith, resulting from arm's-length negotiations by
3 experienced counsel who have carried out and meaningfully investigated the disputed claims.
4 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
5 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
6 Settlement Agreement according to its terms and provisions.

7 8. Binding Effect. The terms and provisions of the Settlement Agreement
8 and this Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved
9 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
10 successors, and assigns. Those terms shall have res judicata and other preclusive effect in all
11 pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such
12 persons to the extent those claims, lawsuits, or other proceedings involve matters that were or
13 could have been raised in this lawsuit and are encompassed by the Released Class Claims and
14 Released Private Attorneys General Act of 2004 ("PAGA") Claims.

15 9. Release by the Participating Class Members. Effective on the date when
16 Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
17 owed on the Wage Portion of the Individual Class Payments, all the Participating Class
18 Members, on behalf of themselves and their former and present representatives, agents,
19 attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the
20 Released Class Claims.

21 a. Release by the Aggrieved Employee. Effective on the date when
22 Defendant fully funds the entire Gross Settlement Amount and funds all
23 employer payroll taxes owed on the Wage Portion of the Individual Class
24 Payments, Plaintiff, State of California and all Aggrieved Employees, on
25 behalf of themselves and their former and present representatives, agents,
26 attorneys, heirs, administrators, successors, and assigns, will release and
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28 (429) Participating Class Members.

1 become forever be barred from seeking civil penalties against Released
2 Parties from the Released PAGA Claims.

3 b. Release by Plaintiff. Effective on the date when Defendant fully funds the
4 entire Gross Settlement Amount and funds all employer payroll taxes
5 owed on the Wage Portion of the Individual Class Payments, Plaintiff and
6 his former and present family members, executors, administrators,
7 successors, attorneys, agents, representatives, heirs, administrators,
8 successors, and assigns, fully and forever releases and discharges the
9 Released Parties from the Plaintiff's Release. Plaintiff also expressly
10 waives and relinquishes the provisions, rights, and benefits, if any, of
11 section 1542 of the Civil Code.

12 c. Released Parties. The Released Parties include Defendant and its parents,
13 shareholders, members, predecessors, successors, all affiliates,
14 subsidiaries, potential joint employers, alter egos, officers, directors,
15 members, agents (including any investment bankers, accountants, insurers,
16 reinsurers, attorneys and any past, present, or future officers, directors, and
17 employees), employees, and stockholders.

18 10. Gross Settlement Amount. The Court approves the payment of the Gross
19 Settlement Amount of \$830,000 to be paid by Defendant.

20 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses
21 Payment. The Court finds the Class Counsel Fees Payment of \$290,500, to be reasonable and
22 appropriate. The Court finds the Class Counsel Litigation Expenses Payment for reimbursement
23 of actual litigation costs of \$19,666.98, to be reasonable and appropriate. Such fees and costs are
24 to be paid pursuant to the terms and provisions of the Settlement. Defendant shall not be required
25 to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class
26 Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not
27 be required to pay for any other attorneys' fees or expenses, costs, or disbursements incurred by
28 Plaintiff or Class Members in connection with or related to this matter.

1 a. Courts have an independent right and responsibility to review Class
2 Counsel Fees Payments and only award so much as determined
3 reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
4 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of
5 \$290,500 (35% of the Gross Settlement Amount) are supported by the
6 percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1
7 Cal.5th 480, 504.) Considering the results achieved, financial risk
8 undertaken, difficulty of this litigation, skills required, percentage fees
9 awarded in other cases, and contingent fees charged in the private
10 marketplace, the Court finds that the Class Counsel Fees Payment is
11 reasonable and is approved.

12 b. The Court has reviewed the Declaration of Douglas Han regarding costs
13 expended in prosecuting this case. Pursuant to the Settlement, Class
14 Counsel may seek reimbursement of up to \$25,000 in litigation costs. The
15 Court finds that Class Counsel expended \$19,666.98 in litigation costs and
16 that such costs were reasonable. Thus, the Court approves the Class
17 Counsel Litigation Expenses Payment of \$19,666.98 as reimbursement of
18 Class Counsel's litigation costs.

19 12. Class Representative Service Payment. The Court finds the Class
20 Representative Service Payment of \$10,000, to be paid to Plaintiff out of the Gross Settlement
21 Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be
22 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

23 a. The rationale for making enhancement payments is that the class
24 representatives should be compensated for the expense and risk incurred in
25 conferring a benefit on the Class. Criteria courts consider include: (i) class
26 representative risk in commencing suit; (ii) notoriety and personal
27 difficulties encountered; (iii) amount of time and effort spent by class
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1 representatives; (iv) litigation duration; and (v) personal benefit (or lack
2 thereof) enjoyed by the class representatives.

3 b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's
4 involvement in this case. Given the risks inherent in serving as the class
5 representative, duration of the case, time involved, and benefits created for
6 the Class, the Court approves the Class Representative Service Payment of
7 \$10,000 to be paid to Plaintiff.

8 13. Administration Expenses Payment. The Court finds the Administration
9 Expenses Payment of \$10,500, to be paid to the Administrator from the Gross Settlement
10 Amount, to be reasonable and appropriate. The Administration Expenses Payment is to be paid
11 pursuant to the terms and provisions set forth in the Settlement Agreement.

12 a. The Court has reviewed the Declaration of Christian Labow from CPT
13 Group, Inc., the Court-approved Administrator. The Court finds that
14 notice provided to the Class pursuant to the Preliminary Approval Order
15 constitutes the best practicable notice to the Class and satisfied due
16 process. The Court approves the Administration Expenses Payment of
17 \$10,500 for the Administrator's services in administering the Settlement.

18 14. PAGA Penalties. The Court finds the PAGA Penalties of \$50,000, sixty-
19 five percent (65%) of which (\$32,500) will be paid to the California Labor and Workforce
20 Development Agency out of the Gross Settlement Amount and thirty-five percent (35%) of
21 which (\$17,500) will be distributed to the Aggrieved Employees, on a pro rata basis, to be
22 reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms and
23 provisions set forth in the Settlement Agreement.

24 15. Fairness of the Settlement. As noted in the Preliminary Approval Order,
25 the Settlement is entitled a presumption of fairness. In the moving papers, Plaintiff contends that
26 the Settlement was the product of arm's-length negotiations following litigation, discovery, and
27 exchange of documentation. The negotiations were facilitated with the aid of Lisa Klerman, an
28 experienced, well-respected mediator.

1 a. There were no objections to and only (1) request for exclusion from the
2 Settlement, demonstrating the fairness of the Settlement.

3 b. The fairness of the Settlement is further shown by the gross *average*
4 Individual Class Payment being approximately \$1,044.96, and the gross
5 *highest* Individual Class Payment being about \$4,319.96.

6 16. Funding of the Gross Settlement Amount. Defendant shall fund the Gross
7 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
8 Class Payments by transmitting the funds to the Administrator no later than the Effective Date.
9 Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and
10 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the
11 Administrator will mail checks to the appropriate entities and persons.

12 17. Uncashed Checks. The Class Members must cash or deposit their
13 settlement checks within one hundred eighty (180) calendar days after the checks are issued.
14 Uncashed settlement checks will be canceled and transmitted to the California Controller's
15 Unclaimed Property Fund in the name of the Class Member.

16 18. Compliance Hearing. The Court sets a compliance hearing on June 12,
17 2026 in Department A. A compliance status report shall be filed within five (5) court days before
18 this hearing. Pursuant to Code of Civil Procedure section 384, the compliance status report shall
19 specify the total amount paid to the Participating Class Members and the residual of unclaimed
20 settlement funds that will be paid to the entity identified as the recipient of such funds in the
21 Settlement Agreement.

22 19. Modification of the Agreement. The Agreement may be amended or
23 modified only by a written instrument signed by all Parties and their counsel or their
24 representatives/successors-in-interest. Such amendments or modifications shall be consistent
25 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

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1 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
2 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
3 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
4 and for any other necessary purpose, including, without limitation:

5 a. Entering such additional orders as may be necessary or appropriate to
6 protect or effectuate this Order and Judgment approving the Settlement
7 Agreement, and permanently enjoining Plaintiff from initiating or
8 pursuing related proceedings, or to ensure the fair and orderly
9 administration of the Settlement Agreement;

10 b. Enforcing the terms and provisions of the Settlement Agreement and
11 resolving any disputes, claims, or causes of action in this lawsuit that, in
12 whole or in part, are related to or arise out of the Settlement Agreement or
13 this Order and Judgment; and

14 c. Entering any other necessary or appropriate orders to protect and
15 effectuate this Court's retention of continuing jurisdiction.

16 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
17 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
18 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

19 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
20 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
21 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
22 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
23 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
24 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

25 IT IS SO ORDERED.

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27 DATED: 10/17/25

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HONORABLE CYNTHIA P. SMITH
SUPERIOR COURT JUDGE

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is manderson@justicelawcorp.com

On October 28, 2025, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Quisenberry v. V. Sattui Winery**
LWDA/Court Case No.: **LWDA Case No.: CM-1082324-25**
Court Case No.: 24CV000996
Napa County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 28, 2025, at Pasadena, California.



Mariah Anderson