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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF NAPA**

15 **IGNACIO MORENO**, an individual, on behalf
16 of himself and on behalf of all persons
17 similarly situated, and on behalf of the State of
California, as a private attorney general,

18 Plaintiff,

19 vs.

20 **DOMAINE CHANDON, INC.**, a Corporation;
21 **NEWTON VINEYARD LLC**; and **DOES 1**
22 through 50, inclusive,

23 Defendants.

CASE NO.: 22CV001128

[Consolidated with Case No. 22CV001500]

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

Hearing Date: February 11, 2025 __
Hearing Time: 8:30 a.m.

Judge: Hon. Cynthia P. Smith
Courtroom: A

Date Filed: September 27, 2022
Trial Date: Not set

1 The unopposed motion of Plaintiff Ignacio Moreno (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants
3 Domaine Chandon, Inc. (“Chandon”) and Newton Vineyard LLC (“Newton”) (collectively
4 “Defendants”), attorney’s fees and costs, service payment, and the expenses of the Administrator
5 duly came on for hearing on February 11, 2025 before the Honorable Cynthia P. Smith.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Napa, and over all Parties
13 to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of is Eight Hundred Thousand
16 Dollars and Zero Cents (\$800,000.00) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate. The Gross Settlement Amount will be used to pay Individual Class
18 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment,
19 Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the
20 Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without
21 any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion
22 of the Individual Class Payments allocated to wages which shall not be paid from the Gross
23 Settlement and shall be the separate additional obligation of Defendants.
- 24 4. The Court further finds that the Settlement was the result of arm’s length
25 negotiations conducted after Class Counsel had adequately investigated the claims and became
26 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
27 Settlement, and the assistance of an experienced mediator in the settlement process, among other
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1 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

2 **Preliminary Approval of the Settlement**

3 5. On October 24, 2024, the Court entered the Order granting preliminary approval of
4 the Settlement (“Preliminary Approval Order”). At this same time, the Court approved
5 conditional certification of the Class for settlement purposes only.

6 **Notice to the Class**

7 6. In compliance with the Preliminary Approval Order, the Court-approved Class
8 Notice (attached as Exhibit A to the Settlement) was mailed by first-class mail to members of the
9 Class at their last-known addresses on or about November 15, 2024. Mailing of the Class Notice
10 to their last-known addresses was the best notice practicable under the circumstances and was
11 reasonably calculated to communicate actual notice of the litigation and the proposed settlement to
12 the Class. The Class Notice given to the Class Members: fully and accurately informed the Class
13 Members of all material elements of the proposed Settlement and of their opportunity to object to
14 or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice
15 to all Class Members; and complied fully with the laws of the State of California, the United
16 States Constitution, due process and other applicable law. The Class Notice fairly and adequately
17 described the Settlement and provided Class Members adequate instructions and a variety of
18 means to obtain additional information.

19 7. The Response Deadline for opting out or submitting written objections to the
20 Settlement was January 14, 2025, which for re-mailings was extended by fourteen (14) days.
21 There was an adequate interval between notice and the deadline to permit Class Members to
22 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
23 Class Members to participate in this hearing, and all Class Members and other persons wishing to
24 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and
25 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
26 Court determines that all Class Members who did not timely and properly submit a request for
27 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

1 **Fairness of the Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

4 a. The settlement was reached through arm's-length bargaining between the
5 Parties during an all-day mediation before Louis Marlin, an experienced mediator of wage and
6 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

7 b. Plaintiff and Class Counsel's investigation and discovery have been
8 sufficient to allow the Court and counsel to act intelligently.

9 c. Counsel for all Parties are experienced in similar employment class action
10 litigation. Class Counsel recommended approval of the Agreement.

11 d. The percentage of objectors and requests for exclusion is small. No
12 objections were received. No requests for exclusion were received.

13 e. The participation rate was high. 432 Participating Class Members will be
14 mailed a settlement payment, representing 100% of the overall Class.

15 9. The consideration to be given to the Class Members under the terms of the
16 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
17 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
18 Members' claims, given the uncertainties and significant risks of the litigation and the delays
19 which would ensue from continued prosecution of the action.

20 10. The Agreement is finally approved as fair, adequate and reasonable and in the best
21 interests of the Class Members.

22 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

23 11. From the Gross Settlement Amount, an award of \$266,666 for attorney's fees,
24 representing one-third of the Gross Settlement Amount, and \$22,916.85 for litigation costs and
25 expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked
26 by Class Counsel, and the results achieved by Class Counsel. The requested award has been
27 supported by Class Counsel's lodestar and billing statement.

1 **Class Representative Service Payment**

2 12. The Agreement provides for a Class Representative Service Payment of not more
3 than \$10,000 to the Plaintiff, subject to the Court’s approval. The Court finds that Class
4 Representative Service Payment in the amount of \$10,000 from the Gross Settlement Amount to
5 the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this
6 litigation and for his time and effort in bringing and prosecuting this matter on behalf of the Class.

7 **Administration Expenses Payment**

8 13. The Administrator shall calculate and administer the payment to be made to the
9 Class Members, transmit payment for attorneys’ fees and costs to Class Counsel, transmit the
10 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
11 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
12 Administrator has documented \$11,495 in fees and expenses, and this amount is reasonable in
13 light of the work performed by the Administrator.

14 **PAGA Penalties**

15 14. The Agreement provides for a payment of PAGA Penalties out of the Gross
16 Settlement Amount of \$40,000, which shall be allocated \$30,000 to the Labor & Workforce
17 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
18 paid under this Agreement pursuant to the PAGA and \$10,000 to be distributed to the Aggrieved
19 Employees and allocated by (a) dividing the amount of the Aggrieved Employees’ 25% share of
20 PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all Aggrieved
21 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s
22 PAGA Pay Periods. “Aggrieved Employees” are all individuals who are or previously were
23 employed by either Domaine Chandon, Inc. and/or Newton Vineyards LLC in California and
24 classified as a non-exempt hourly employee at any time during the PAGA Period (July 11, 2021
25 through November 3, 2023). Pursuant to Labor Code section 2699, subdivision (1)(2), the LWDA
26 was provided notice of the Agreement and these settlement terms and has not indicated any
27 objection thereto. The Court finds the PAGA Penalties to be reasonable.

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1 21. The PAGA Penalties amount of \$40,000 is approved and is to be distributed from
2 the Gross Settlement Amount in accordance with the Agreement.

3 22. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
4 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
5 entry.

6 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
7 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
8 any wrongdoing by Defendants or that this Action is appropriate for class or representative
9 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
10 the Agreement, nor any document referred to herein, nor any action taken to carry out the
11 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
12 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
13 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
14 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
15 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
16 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
17 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
18 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
19 Released Class Claims and/or Released PAGA Claims.

20 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
21 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
22 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
23 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
24 to individual Class Members.

25 25. If the Agreement does not become final and effective in accordance with the terms
26 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
27 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
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1 revert to their respective positions as of before entering into the Agreement, and expressly reserve
2 their respective rights regarding the prosecution and defense of this Action, including all available
3 defenses and affirmative defenses, and arguments that any claim in the Action could not be
4 certified as a class action and/or managed as a representative action.

5 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

6 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
7 Plaintiff, and all members of the Class, shall take nothing in the Action.

8 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
9 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
10 supervise and adjudicate any dispute arising from or in connection with the distribution of
11 settlement benefits.

12 28. All Parties shall bear their own attorney's fees and costs, except as otherwise
13 provided in the Agreement and in this Final Approval Order and Judgment.

14 29. Effective on the date when Defendants fully fund the entire Gross Settlement
15 Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
16 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
17 release claims against all Released Parties as follows:

18 (a) All Participating Class Members, on behalf of themselves and their
19 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
20 and assigns, release the Released Parties from the Released Class Claims. The "Released Class
21 Claims" are all claims and/or causes of action, whether known or unknown, arising or accruing at
22 any point during the Class Period that were asserted in the Operative Complaint or PAGA Notice
23 or that could have reasonably been asserted in the Operative Complaint or PAGA Notice against
24 Defendants or any Released Parties based on the facts and/or legal allegations alleged in the
25 Operative Complaint or PAGA Notice, including claims for violation(s) of California Labor Code
26 sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558,
27 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC
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1 Wage Orders, California Business & Professions Code sections 17200 *et seq.*, California Code of
2 Regulations, Title 8, Sections 11040 and 1070, and any and all claims for attorneys' fees and costs
3 and statutory interest associated with the aforementioned claims. This includes but is not limited to
4 claims for: minimum wage, straight time, overtime, premium pay; meal or rest period premiums or
5 penalties, including the calculation or miscalculation of any of the foregoing; failure to pay for all
6 hours worked, including but not limited to alleged off-the-clock work; failure to timely pay wages
7 during employment; failure to pay wages at discharge or termination; failure to provide compliant
8 meal and rest periods; failure to provide sick leave and/or miscalculation of the same; failure to
9 provide reporting time pay and/or miscalculation of the same; failure to pay for split shifts and/or
10 miscalculation of the same; failure to provide suitable seating; failure to accurately record time,
11 including all time worked (such as off-the-clock work); failure to provide timely and compliant
12 wage statements and to maintain records; failure to reimburse business expenses; unfair business
13 practices; statutory penalties, waiting time penalties, liquidated damages, interest, punitive
14 damages, costs attorneys' fees, injunctive relief and declaratory relief, or accounting, whether such
15 causes of action are in tort, contract, or pursuant to statutory remedy. Except as expressly set forth
16 in the Agreement, Participating Class Members do not release any other claims, including claims
17 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
18 unemployment insurance, disability, social security, workers' compensation, or claims based on
19 facts occurring outside the Class Period.

20 (b) All Aggrieved Employees and the LWDA, on behalf of themselves and
21 their respective former and present representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, release the Released Parties from the Released PAGA Claims. The
23 "Released PAGA Claims" are all claims and/or causes of action for PAGA penalties, whether
24 known or unknown, that any Aggrieved Employee or the LWDA had, now has, has asserted, or
25 may hereafter assert against Defendants or any Released Parties that are based on, or reasonably
26 arise from, the factual allegations in the Operative Complaint or the PAGA Notice or during the
27 PAGA Period, including PAGA claims for violation(s) of California Labor Code sections 201,
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1 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 558.1, 1194,
2 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC Wage
3 Orders, California Code of Regulations, Title 8, Sections 11040 and 1070, and any and all claims
4 for attorneys' fees and costs and statutory interest associated with the aforementioned claims. The
5 Released PAGA Claims do not include other PAGA claims (other than those listed in this
6 paragraph), underlying wage and hour claims, claims for wrongful termination, discrimination,
7 unemployment insurance, disability and worker's compensation, and claims outside of the PAGA
8 Period.

9 (c) Plaintiff and his respective former and present spouses, representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
11 the Released Parties from all claims, transactions, or occurrences – known or unknown – that
12 occurred through the last day of the Class Period, as set forth fully in the Agreement. Plaintiff's
13 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
14 wrongful termination, vested benefits, unemployment benefits, disability benefits, social security
15 benefits, workers' compensation benefits that arose at any time, or Plaintiff's individual claims
16 alleged in the wrongful termination lawsuit entitled *Moreno v. Domaine Chandon Inc.*, Napa
17 County Case No. 22CV001394 or based on occurrences outside the Class Period.

18 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
19 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
20 Administrator shall transmit the funds represented by such checks to the California Controller's
21 Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby
22 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
23 Section 384, subd. (b)

24 31. The Court hereby enters judgment in the entire Action as of the filing date of this
25 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
26 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
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1 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
2 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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5 Dated: _____

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HON. CYNTHIA P. SMITH
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT