

BOKHOUR LAW GROUP, P.C.
Mehrddad Bokhour, Esq., CA Bar No. 285256
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, CA Bar No. 295045
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiffs and the Putative Classes

[Additional counsel on the following page]

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

ROBERT ROUGEUX and JENNIFER
SOPINSKI, on behalf of themselves and all
others similarly situated, and on behalf of the
general public,

Plaintiffs,

v.

WILLAMETTE VALLEY VINEYARDS,
INC., an Oregon Corporation; and DOES 1-
50, inclusive.

Defendants.

CASE NO.: 23CV003675

Assigned to Hon. Jill H. Talley

**~~[PROPOSED]~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
SETTLEMENT**

FILED
Superior Court of California
County of Sacramento
04/29/2025
T. Shaddix, Deputy

Roman Otkupman, CSBN 249423

Roman@OLFLA.com

Nidah Farishta, CSBN 312360

Nidah@OLFLA.com

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave., Suite 123,

Westlake Village, CA 91362

Telephone: (818) 293-5623

Facsimile: (888) 850-1310

Attorney for Plaintiffs and the Putative Class

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

1 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
2
3 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
4 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.
5

6 2. This Order and Judgment hereby approves, adopts and incorporates by reference the
7 terms and conditions of the Class Action and PAGA Settlement Agreement (“Settlement
8 Agreement” or “Settlement”), together with the definitions and terms used and contained therein.

9 3. The Court finds it has jurisdiction over the subject matter of the action and over the
10 parties to the action, including all members of the Settlement.

11 4. The Class Notice fully and accurately informed Class Members of all material
12 elements of the proposed settlement and of their opportunity to opt out or object; was the best notice
13 practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and
14 complied fully with the laws of the State of California and due process. The Class Notice fairly and
15 adequately described the settlement and provided Class Members with adequate instructions and
16 means to obtain additional information.

17 5. Class Members were given a full opportunity to participate in the Final Approval
18 hearing, and all Class Members and other persons wishing to be heard have been heard.
19 Accordingly, the Court determines that all Class Members who did not timely and properly opt out
20 of the Settlement and all PAGA Members are bound by this Order, and are barred from pursuing,
21 or seeking to reopen, any of the Released Class Claims and Released PAGA Claims, as defined in
22 the Settlement Agreement.

23 6. Zero (0) Class Members objected to the Settlement and zero (0) Class Members opted
24 out.

25 7. The Court has considered all relevant factors for determining the fairness of the
26 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
27 particular, the Court finds that the Settlement was reached following meaningful discovery and
28 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,

1 adversarial, and arm's-length negotiations between the Parties; and that the terms of the settlement,
2 including the Gross Settlement Amount of Three Hundred Thousand Dollars (\$300,000.00) are in
3 all respects fair, adequate, and reasonable.

4 8. 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;
6 the likely duration of further litigation; the amount offered in settlement; the extent of investigation
7 and discovery completed; and the experience and views of counsel. The Parties have provided the
8 Court with sufficient information about the nature and magnitude of the claims being settled, as well
9 as the impediments to recovery, to make an independent assessment of the reasonableness of the
10 terms to which the Parties have agreed.

11 9. Solely for the purpose of settlement, the Court finally certifies the following Class:
12 all current and former workers (including those employed by Defendant and any employed by
13 staffing agencies that assigned them to work at Defendant) who worked for Defendant in California
14 as non-exempt workers from June 27, 2019, to and including July 12, 2024.

15 10. The Court appoints Plaintiffs Robert Rougeux and Jennifer Sopinski as Class
16 Representatives.

17 11. The Court appoints Mehrdad Bokhour of Bokhour Law Group, P.C., Joshua
18 Falakassa of Falakassa Law, P.C. and Roman Otkupman of Otkupman Law Firm, A Law
19 Corporation as Class Counsel.

20 12. The Court confirms the appointment of Phoenix Class Action Administration
21 Solutions ("Phoenix") as Settlement Administrator and awards Four Thousand Dollars (\$4,000.00)
22 in settlement administration costs to Phoenix.

23 13. The Parties and their counsel are ordered to implement and to consummate the
24 Settlement Agreement according to its terms and provisions.

25 14. The Court grants Class Representative Service Payments of Ten Thousand Dollars
26 (\$10,000.00) each to Plaintiffs Robert Rougeux and Jennifer Sopinski. The Class Representative
27 Service Payments will be paid to Plaintiffs in accordance with the terms of the Settlement
28

1 Agreement.

2 15. The Court awards attorney's fees in the amount of One Hundred Thousand Dollars
3 (\$100,000.00) and expenses in the amount of Fourteen Thousand Four Hundred Fifty-Two Dollars
4 and Ninety-Two Cents (\$14,452.92). Class Counsel's request for an award of reasonable attorney's
5 fees and costs is justified in light of the following facts: (1) Class Counsel vigorously investigated
6 and prosecuted this case and achieved a favorable result for the Class; (2) the legal issues were novel
7 and complex; (3) Defendant did not oppose the request; and (4) such other bases as offered by Class
8 Counsel. The attorney's fees and costs shall be paid by Defendant in accordance with the terms of
9 the Settlement Agreement.

10 16. The Court approves the PAGA Payment in the amount of Five Thousand Dollars
11 (\$5,000.00) to be allocated as follows: seventy-five percent (75%) of this amount (i.e., \$3,750.00)
12 shall be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-
13 five percent (25%) of this amount (i.e., \$1,250.00) shall be distributed amongst the Aggrieved
14 Employees according to the terms of the Settlement Agreement.

15 17. The Court approves the Net Settlement Amount of One Hundred Fifty-Six Thousand
16 Five Hundred Forty-Seven Dollars and Eight Cents (\$156,547.08) to be distributed amongst the
17 Participating Class Members in accordance with the terms and provisions of the Settlement
18 Agreement.

19 18. Without affecting the finality of the Judgment, the Court shall retain exclusive and
20 continuing jurisdiction over the above-captioned action and the Parties, including all Settlement
21 Class Members and Aggrieved Employees, for purposes of enforcing the terms of the Judgment
22 entered herein.

23 19. This document shall constitute a judgment for purposes of California Rules of Court,
24 Rule 3.769(h).

25 ///

26 ///

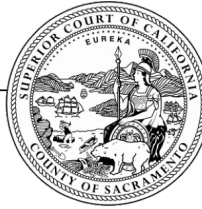
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20. The Court sets a settlement compliance hearing on May 30, 2026 at 10:30 a.m. At least 15 days prior to the settlement compliance hearing, counsel shall file a declaration regarding the status of the disbursement of the settlement funds.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 04/29/2025



HON. JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT