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By [Signature]
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13 individually and on behalf of similarly situated employees

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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

KATLIN LIONAKIS, individually and on
behalf of all other similarly situated
employees,

Plaintiffs,

vs.

LANGETWINS WINE COMPANY, INC., a
California Corporation; MARISSA LANGE,
an individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-13130

*Assigned for All Purposes to Hon. Blanca Banuelos
Department 10B*

CLASS ACTION

**[PROPOSED] ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: 3/18/2025

Time: 9:00 a.m.

Dept.: 10B

Judge: Hon. Blanca Banuelos

Filed: December 6, 2023

Trial Date: None Set

JAN 22 2025

~~[PPSD]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
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FILE BY FAX

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") in the
3 above referenced case came before this Court, on 3/18/25 at 9:00 a.m., in Department 10B
4 before the Honorable Blanca Banuelos, presiding. Plaintiff Katlin Lionakis ("Plaintiff Lionakis") filed
5 this putative class action on December 6, 2023. Araceli Sagrero-Razo ("Plaintiff Sagrero-Razo") filed
6 a related class action Complaint in San Joaquin County Superior Court, Case No. STK-CV-UOE-
7 2024-1676, on February 13, 2024. Plaintiff Lionakis and Plaintiff Sagrero-Razo (sometimes
8 collectively referred to as "Plaintiffs") and Defendants LangeTwins Wine Company, Inc., and Marissa
9 Lange ("Defendants") (Plaintiffs and Defendants sometimes collectively referred to as the "Parties")
10 have entered into a global resolution of the claims alleged in both lawsuits. Plaintiffs allege that
11 Defendants violated California law by failing to pay overtime wages, failing to pay minimum wages,
12 failing to pay for all hours worked, failing to provide meal or pay premiums in lieu thereof, failing to
13 provide rest periods or pay premiums in lieu thereof, failing to provide accurate wage statements,
14 waiting time penalties, engaging in unfair competition, failing to reimburse expenses, failing to timely
15 pay wages, and failing to maintain accurate records. Plaintiffs have also alleged Defendants are liable
16 for civil penalties under the Private Attorney's General Act ("PAGA") based on these violations.
17 Plaintiffs sought attorneys' fees and costs as part of this Action. Defendants denied all of Plaintiffs'
18 claims and denied that this case was appropriate for class treatment. No class has been certified.

19 The Parties have agreed to settle the class and PAGA claims. Defendants will provide
20 monetary consideration in exchange for a release of claims consistent with the terms of the proposed
21 settlement as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and
22 Release ("Agreement" or "Settlement"). The Parties have also agreed to Plaintiffs filing a First
23 Amended Complaint in this case that will effectively consolidate the facts, claims, parties, and causes
24 of action from the Sagrero-Razo lawsuit into this proceeding. The proposed First Amended Complaint
25 will become the operative complaint in this action.

26 Any capitalized terms herein shall have the same meaning as set forth in the Agreement. The
27 Court, having received and considered Plaintiff's Motion for Preliminary Approval of Class Action
28

1 and PAGA Settlement, the declarations in support, the Agreement, the proposed Notice of Settlement,
2 and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

3 **I. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF**
4 **CLASS REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

5 The Court finds that certification of the following class for settlement purposes only is
6 appropriate under the California Code of Civil Procedure and related case law:

7 All non-exempt employees who have worked, or continue to work, for
8 Defendants in California from August 16, 2019, through July 9, 2024.

9 The Court recognizes that the foregoing definition is for Class Member identification purposes
10 only and is not intended to capture the claims at issue or limit or alter the released claims under the
11 Agreement.

12 The Court finds that Class Members meet the ascertainability and numerosity requirements since
13 the parties can identify with a matter of certainty, based on payroll records, individuals who fall within
14 the definition and the number of Class Members would make joinder impractical. The commonality and
15 predominance requirements are met for settlement purposes since there are questions of law and fact
16 common to Class Members. The common questions of law or fact in this case all stem from Plaintiffs'
17 contentions that Defendants caused the violations outlined above by 1) manually adjusting class
18 members' hours worked to shave off hours and deduct time for meal periods that were not taken,
19 resulting in unpaid minimum and overtime wages, 2) requiring class members to work off the clock by,
20 for example, making them clock out before the twelve (12) hour of work regardless of whether they
21 continued to perform work, 3) failing to correctly calculate class members' regular rates of pay for
22 overtime premiums, meal and rest premiums, and sick pay when nondiscretionary bonuses were earned,
23 4) failing to provide legally compliant meal periods due to understaffing that resulted in late meal
24 periods, short meal periods, and requiring class members to clock out for lunches they did not receive, 5)
25 failing to provide all rest periods, 6) failing to reimburse necessary expenses for work, such as personal
26 cellphone use, and 7) failing to provide adequate sick leave accrual rates. The PAGA, waiting time
27 penalty, wage statement violation, and unfair competition claims also derive from these violations.
28 Additionally, Class Members seek the same remedies under state law. The typicality requirement for

1 settlement purposes is also satisfied since the claims of the Class Representatives are based on the same
2 facts and legal theories as those applicable to the Class Members.

3 The Court also finds that preliminarily and conditionally certifying the settlement class is
4 required to avoid each Class Member from litigating similar claims individually. This Settlement will
5 achieve economies of scale for Class Members with relatively small individual claims and conserve the
6 resources of the judicial system.

7 The Court finds that Katlin Lionakis and Araceli Sagrero-Razo and their counsel, Galen T.
8 Shimoda, Justin P. Rodriguez, Renald Konini of Shimoda & Rodriguez Law, PC, and Leonard Emma of
9 Employment Lawyers to be adequate representatives of the settlement class. The Court appoints them
10 as Class Representatives and Class Counsel, respectively.

11 **II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT**

12 The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit
13 A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and
14 adequate and falls within a range of reasonableness for a settlement that could ultimately be given final
15 approval by this Court. The Court finds the Settlement was agreed upon only after extensive
16 investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who
17 took reasonable steps and measures to weigh the potential value of the disputed claims against the risks
18 of continued litigation. The Court also acknowledges that Class Members may present any objections to
19 the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the
20 preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms
21 therein as if stated here in full, including the \$250,000 Gross Settlement Amount.

22 The Court orders that Katlin Lionakis and Araceli Sagrero-Razo will receive \$10,000 each as a
23 Class Representative Enhancement Payment in addition to any amount Plaintiffs may be entitled to
24 under the Agreement's pro rata distribution formula for Plaintiffs' time and effort on behalf of Class
25 Members in addition to their execution of a release of claims beyond the release Class Members are
26 subject to.

27 The Court orders and approves ILYM Group, Inc. to act as the Settlement Administrator in this
28 case. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which fees

1 are not to exceed \$10,000. Any difference between the actual cost of the Settlement Administrator and
2 the approved payment will be redistributed to Participating Class Members on a pro-rata basis.

3 The Court finds that an award of fees under the common fund doctrine may be appropriate in this
4 case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits
5 that Plaintiffs and Class Counsel were able to negotiate on behalf of Class Members can be accurately
6 traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the
7 fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert*
8 *Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268,
9 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers
10 a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's
11 fee from the fund as a whole."). The Court finds the attorneys' fees request of thirty-five percent (35%)
12 of the Gross Settlement Amount, *i.e.* \$87,500, to be appropriate compensation for Class Counsel. The
13 attorneys' fees request is within the range that has been approved by other Courts in similar cases and is
14 reasonable in light of the circumstances of this case, the substantial and beneficial results obtained on
15 behalf of Class Members, and the contingent nature of the recovery over the course of this case, which
16 included potential loss at summary judgment, certification, and/or trial proceedings. Additionally, the
17 Court orders that up to \$15,000 of the settlement proceeds will be paid to Class Counsel for reasonable
18 costs incurred in this case. Any difference between the actual costs incurred and the \$15,000 shall be
19 paid to the Participating Class Members on a pro-rata basis.

20 The Court approves of the Twenty-Five Thousand Dollars (\$25,000) PAGA Payment, which
21 shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to
22 resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to
23 the Labor and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid
24 to Aggrieved Employees on a pro rata basis as described in the Agreement. The Court also finds that the
25 Agreement provides a recovery that creates an effective, substantial deterrent to any potential future
26 non-compliance, furthering the purpose of the Labor Code and LWDA.

27 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
28 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the

1 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
2 Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the
3 Gross Settlement Amount will revert to Defendants for any reason.

4 The releases and waivers for Class Members who do not opt out of being bound by the
5 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representatives are
6 also approved by the Court as set forth in the Agreement.

7 Plaintiff is granted leave to file the First Amended Complaint attached as Exhibit 1 to the
8 Agreement. The First Amended Complaint shall be filed and served upon Defendants within fourteen
9 (14) calendar days of this order being signed.

10 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR** 11 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

12 The Court finds that the proposed Notice of Settlement, filed with the Motion as Exhibit A and
13 incorporated by reference, fairly and adequately advises Class Members of the terms of the Agreement,
14 the rights being waived, their right to opt out, the ability to dispute the number of workweeks worked
15 during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the
16 settlement, how to file documentation in opposition to the proposed settlement, and when to appear at
17 the fairness hearing to be conducted on the date set forth below. The Court further finds that the Notice
18 of Settlement and proposed distribution of such notice by first class mail to each identified Class
19 Member at his or her most recent address based on a National Change of Address database search from
20 the Class Members' last known address and a skip trace on any Class Members who have the Notice of
21 Settlement returned as "undeliverable" or "not at this address" comports with all constitutional
22 requirements, including those of due process.

23 The Court also finds that because there is a strong interest in providing Class Members the
24 opportunity to participate in the settlement, along with the parties' efforts to minimize any intrusion of
25 privacy rights, the sharing of employment information as set forth in the Agreement is not a serious
26 intrusion on their privacy rights. Hence, the Court orders Defendants to provide Class Member
27 information to the Settlement Administrator as set forth in the Agreement and any other information the
28 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees. The

Class Member information will be provided to the Settlement Administrator only, and not to Plaintiffs or Class Counsel, as contemplated within the Agreement and approved by this Order. The Settlement Administrator shall only use this information for the purposes identified in the Agreement and shall keep this information confidential consistent with the terms of the Agreement.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	Within 7 calendar days after the Effective Date
Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date

1 2 3 4	Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
5 6 7	Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
8 9 10	Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
11 12	Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

V. FINAL APPROVAL AND HEARING

The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date of 9/16/25, at 9:00 a.m., with briefs and supporting documentation to be submitted according to the California Code of Civil Procedure, in this Department. Participating Class Members may object as set forth in the Agreement as well as appear and present such objections at the fairness hearing in person or by counsel.

If for any reason the Court does not grant final approval of the Agreement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo and rights of the parties to the litigation, including all challenges to personal jurisdiction and to class certification for any purpose other than approving a settlement class. The parties will revert to their respective positions as if no settlement had been reached at all.

IT IS SO ORDERED.

Date: 3/10/25

By: 
Judge of the Superior Court

BLANCA A. BAÑUELOS