

FILED

MAR 05 2025

Clerk of the Superior Court of California
County of Sonoma
By [Signature] Deputy Clerk

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VICTOR MORALES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SONOMA

VICTOR MORALES, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

CORNERSTONE CERTIFIED VINEYARD,
a California corporation; and DOES 1 through
100, Inclusive,

Defendants.

CASE NO.: 23CV00791

[Assigned to Honorable Bradford DeMeo,
Courtroom 17]

~~[PROPOSED]~~ FINAL JUDGMENT

Plaintiff's Motion for Final Approval of Class Action Settlement on the terms set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT ("Settlement" or "Agreement") came on for hearing on 3/5/2025, at 3:00 PM, in Courtroom 17 of the above captioned court before the ~~Honorable Bradford J. DeMeo~~: **Honorable Jane Gaskell**

The court granted the Motion and finally approved the class action settlement as set forth in the CLASS ACTION AND PAGA SETTLEMENT ("Settlement" or "Agreement"), which was attached as Exhibit 1 to the Declaration of Matthew Haulk in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as filed in this action on September 9, 2024.

1 **NOW, THEREFORE, IT IS ADJUDGED, ORDERED, AND DECREED** that:

2 1. The certification of the Class is confirmed for the purposes of settlement. The
3 Class Period is from September 29, 2019, through November 6, 2024. The Class is defined as
4 follows:

5 All individuals employed by Cornerstone as non-exempt employees in California
6 during the Class Period. The Settlement Class shall include both current and former
7 employees.

8 2. All persons who meet the foregoing definition are Class Members and
9 Participating Class Members.

10 3. Effective on the date when Defendants fully funds the entire Gross Settlement
11 Amount and funds all employer payroll tax owed on the wage portion of the Class Payments,
12 each Class Member, each Aggrieved Employee, and the State of California and the Labor and
13 Workforce Development Agency ("LWDA") will be subject to and bound by the releases set
14 forth in the Agreement as against Defendant and Released Parties, as those terms are defined in
15 the Agreement and as set forth below:

16 1.4. "Aggrieved Employee" means all individuals employed by Cornerstone as
17 nonexempt employees in California within the PAGA Period..

18 1.5. "Class" means all individuals employed by Cornerstone as non-exempt employees
19 in California during the Class Period. The Settlement Class shall include both current and
20 former employees.

21 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as
22 either a Participating Class Member or Non-Participating Class Member (including a
23 Non- Participating Class Member who qualifies as an Aggrieved Employee).

24 1.12. "Class Period" means the period from September 29, 2019, through November 6,
25 2024.

26 1.31. "PAGA Period" means the period from September 29, 2022, through the date
27 preliminary approval is granted hereunder.

28 1.33. "PAGA Notice" means Plaintiff's September 29, 2023 letter to Cornerstone and the
LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.35. "Participating Class Member" means a Class Member who does not submit a

1 valid and timely Request for Exclusion from the Settlement.

2 1.42. "Released Parties" means Cornerstone and each of its former and present parent
3 companies, directors, officers, shareholders, owners, members, attorneys, insurers,
4 predecessors, successors, assigns, subsidiaries, and affiliates.

5 5.2. Release by All Participating Class Members: Effective on the date when the Gross
6 Settlement is fully funded, all Participating Class Members, on behalf of themselves
7 and their respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors and assigns, release Released Parties from any and all
9 causes of action, claims, rights, damages, punitive or statutory damages, penalties,
10 liabilities, expenses, and losses alleged in the operative complaint in Morales v.
11 Cornerstone Certified Vineyard, Sonoma County Superior Court Case No.
12 23CV00791, or alleged in Plaintiff's notice(s) to the LWDA, or that could have been
13 alleged based upon the facts alleged in the operative complaint or notices. The
14 release shall include, without limitation, all of the following to the extent that they
15 were alleged or could have been alleged based upon the facts stated in the operative
16 complaint or notices: (a) any alleged failure by Defendant (1) to pay wages,
17 reporting time pay, minimum wages, or overtime; (2) to provide meal or rest periods
18 or compensation in lieu thereof; (3) to provide compliant wage statements; (4) to
19 timely pay wages during or at the end of alleged employment; (5) to accurately
20 record work hours and meal break periods; (6) violation of the Unfair Competition
21 Law, Business & Professions Code section 17200 et seq., and (7) any right or claim
22 for damages, unpaid wages, statutory penalties, or civil penalties pursuant to the
23 Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.,
24 arising under the California Labor Code or Wage Orders based on the alleged
25 failures set forth in (a)(1) through (a)(7) above; and any right or claim for unfair
26 business practices in violation of California Business & Professions Code sections
27 17200, et seq., based on the alleged failures set forth in (a)(1) through (a)(6) above;
28 and (b) any violation of the California Labor Code arising from or related to the
conduct alleged in (a)(1) through (a)(7) above, including, without limitation,
violation of California Labor Code sections 201–204, 216, 226, 226.7, 226.8, 510,
512, 516, 558, 1182.11, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, or any
other state or federal statute, rule and/or regulation (Wage Order), or similar causes
of action which any Settlement Class Member has or might have that was alleged or
by reason of or in connection with any matter or fact set forth or referred to in the
operative complaint or LWDA notice, during the Class Period.

5.3. Release by Aggrieved Employees, Including Non-Participating Class Members:
Employees, including Non-Participating Class Members who are Aggrieved
Employees, are deemed to release, on behalf of themselves and their respective
former and present representatives, agents, attorneys, heirs, administrators,
successors and assigns, the Released Parties from all claims for PAGA penalties that
were alleged, or reasonably could have been alleged, based on the PAGA Period
facts stated in the Operative Complaint, the PAGA Notice, and facts ascertained in
the course of the Action, regardless of theory of recovery, including but not limited
to, any claims involving alleged violations of or relief under California Labor Code
201–204, 216, 226, 226.7, 226.8, 510, 512, 516, 558, 1182.11, 1182.12, 1174, 1194,

1 1194.2, 1197, 1197.1, 1198, and the applicable provisions of the applicable IWC
2 Wage orders.

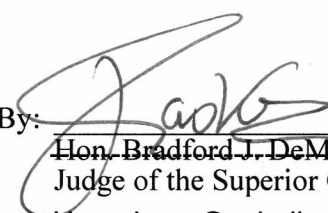
3 4. This Court hereby grants final approval for and awards the following amounts, all
4 to be paid from the Gross Settlement Amount: (i) \$216,667 for the Class Counsel attorney's fee
5 award comprised of one-third of the Gross Settlement Amount, and litigation expenses in the
6 amount of \$4,772.44; (ii) an enhancement award to Plaintiff Victor Morales of \$10,000; (iii)
7 Administrator expense payment of \$7,650 to ILYM Group, Inc.; and (iv) \$37,500 (75% of the
8 PAGA Settlement) to the Labor and Workforce Development Agency ("LWDA Payment").

9 5. Plaintiff shall give notice of this Judgment to the Labor and Workforce
10 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
11 California Labor Code section 2699(1)(3).

12 6. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
13 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
14 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
15 benefits, pursuant to Code of Civil Procedure section 664.6.

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

18 DATED: March 5, 2025

19 By: 
20 Hon. Bradford J. DeMeo
21 Judge of the Superior Court
22 Hon. Jane Gaskell
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