

FILED
YOLO SUPERIOR COURT
DEC 16 2025
BY A. Taylor
DEPUTY A. TAYLOR

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YOLO

JUAN PABLO BERMUDEZ LEON,
individually and on behalf of all others
similarly situated,

PLAINTIFF,

v.

CREW WINE COMPANY, LLC, a California
limited liability company; and DOES 1
through 50, inclusive,

DEFENDANTS.

CASE NO.: CV2024-0987
*Assigned for all purposes to the Honorable
Timothy L. Fall; Dept. 11*

~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL AND JUDGMENT

Action Filed: April 16, 2024
Trial Date: Not set.

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

2 The Court has reviewed the unopposed Motion for Final Approval of Class Settlement filed by
3 Plaintiff Juan Pablo Bermudez Leon ("Plaintiff"). The Court, having considered the Class and PAGA
4 Action Settlement Agreement ("Settlement Agreement" or "Settlement") between Plaintiff and
5 Defendant Crew Wine Company LLC dba Matchbook Wine Company ("Defendant" and together with
6 Plaintiff, the "Parties"); having considered Plaintiff's Motion, the supporting Memorandum of Points
7 and Authorities and Declarations filed therewith; having granted preliminary approval of the Settlement
8 and conditional certification of the Class for settlement purposes only; with due and adequate notice
9 having been given to all Class Members as required in the Preliminary Approval Order, and good cause
10 appearing, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

11 1. This Court has jurisdiction over the subject matter of this action, the Parties, and the
12 Class.

13 2. The Motion for Final Approval is **GRANTED**. The Court grants final approval of the
14 Settlement upon the terms and conditions set forth in the Settlement Agreement, including the definition
15 of the Class and Class Period stated below. The Court finds the Settlement terms are fair, reasonable,
16 and adequate, pursuant to section 382 of the California Code of Civil Procedure. For the reasons set
17 forth in the Preliminary Approval Order, and in the proceedings of the Final Approval hearing, which
18 are adopted and incorporated herein by reference, the Court further finds that Plaintiff has satisfied the
19 standards and applicable requirements for final approval under applicable law, including the provisions
20 of Code of Civil Procedure section 382.

21 3. The Court certifies the following Class for the purpose of the Settlement only: Plaintiff
22 and all other individuals who are or were employed by Defendant as non-exempt hourly-paid employees,
23 who worked at least one shift in California during the Class Period, and who did not sign arbitration
24 agreements (the "Class"). The Class Period begins on April 16, 2020 through August 26, 2025 (the
25 "Class Period").

26 4. The Court approves the group of aggrieved employees under the Private Attorneys
27 General Act of 2004 ("PAGA") claims as Plaintiff and all other individuals who are or were employed
28 by Defendant as non-exempt hourly-paid employees, who worked at least one shift in California during

1 the PAGA Period from February 24, 2023 through August 25, 2025 (the “PAGA Aggrieved
2 Employees”).

3 5. The Court appoints Hengameh S. Safaei of North Law, P.C. as Class Counsel.

4 6. The Court appoints Plaintiff Juan Pablo Bermudez Leon as the Class Representative.

5 7. The Court appoints ILYM Group, Inc., as the Settlement Administrator and concludes
6 the Settlement Administrator took all reasonable and necessary steps to locate and notify each Class
7 Member of the Agreement, as required in the Preliminary Approval Order. The notice given to the Class
8 fully and accurately informed the Class of all material elements of the Settlement Agreement and their
9 opportunity to object or comment thereon; was the best notice practicable under the circumstances; was
10 valid, due and sufficient notice to all Class Members; and complied fully with applicable law. The notice
11 fairly and adequately described the Settlement and provided Class Members adequate instructions and
12 a variety of means to obtain additional information. A full opportunity has been afforded to Class
13 Members to participate in this hearing. Accordingly, the Court determines that all Class Members who
14 did not timely and properly request exclusion are bound by this Judgment.

15 8. Upon the funding of the Gross Settlement Amount, all Class Members shall fully release
16 and discharge Defendant and each of its former and present directors, officers, partners, shareholders,
17 owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates and
18 parents (the “Released Parties”) from all claims that were alleged, or reasonably could have been alleged,
19 based on the facts stated in the operative Complaint, including claims for (1) failure to pay overtime; (2)
20 failure to provide meal periods and/or pay meal period premiums; (3) failure to authorize and permit
21 rest breaks and/or pay rest break premiums; (4) failure to timely pay final wages; (5) failure to provide
22 complete and accurate wage statements; (6) unfair business practices, based on the afore-referenced
23 claims (the “Released Class Claims”) during the Class Period.

24 9. The Court finds that Class Members who did not timely exclude themselves from the
25 Settlement will be deemed to have released the Released Parties from the Released Claims, as set forth
26 in the Settlement Agreement. Class Members who did not timely object to the Settlement are barred
27 from prosecuting or pursuing any appeal of this Order Granting Final Approval.

1 10. The Court finds the settlement payments provided for under the Settlement to be fair and
2 reasonable in light of all of the circumstances. The Court orders the calculations and the payments to be
3 made and administered in accordance with the terms of the Settlement.

4 11. The Court directs Defendant to fund the non-reversionary settlement amount of
5 \$182,592.00 (the "Gross Settlement Amount") in accordance with the terms of the Settlement
6 Agreement and the application of the Settlement Agreement's Escalator Clause. The Gross Settlement
7 Amount shall provide for Class Members' individual settlement payments, the class representative
8 service payment for Plaintiff, Class Counsel's attorney fees and costs, the Settlement Administrator's
9 fees and expenses, and penalties to the California Labor and Workforce Development Agency and
10 PAGA Group Members pursuant to Labor Code section 2698 *et seq.*

11 12. Defendant shall fund and the Settlement Administrator shall distribute the Gross
12 Settlement Amount in accordance with the terms of the Settlement Agreement.

13 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
14 submitted by Class Counsel, the Court hereby awards payment from the Gross Settlement Amount for
15 Class Counsel attorney's fees in the amount of \$60,864.00 (one-third of the Gross Settlement Amount)
16 and costs in the amount of \$12,377.43, as final payment for and complete satisfaction of any and all
17 fees and costs incurred by and/or owed to Class Counsel. The Court further orders that the award of
18 attorney's fees and costs set forth in this paragraph shall be administered pursuant to the terms of the
19 Settlement Agreement.

20 14. The Court hereby approves and orders the payment of a service award in the amount of
21 \$10,000 to Plaintiff from the Gross Settlement Amount.

22 15. The Court hereby approves and orders payment in the amount of \$15,000 from the Gross
23 Settlement Amount for PAGA penalties, 75% of which will be paid to the LWDA and 25% of which
24 will be distributed to the PAGA Group Members pursuant to the terms of the Settlement Agreement.

25 16. The Court hereby approves and orders payment from the Gross Settlement Amount for
26 actual settlement administration expenses incurred by the Settlement Administrator, ILYM Group, Inc.,
27 in the amount of \$5,450.00.

1 17. The Court hereby approves and orders payment of individual settlement payments from
2 the Net Settlement Amount to the Settlement Class Members, as set forth in the Settlement Agreement.

3 18. The Court hereby approves and orders that any checks distributed from the Gross
4 Settlement Amount yet remaining un-cashed one hundred and eighty (180) calendar days after being
5 issued shall be void. Following expiration of the check cashing period, the Settlement Administrator
6 will remit these funds to the Boys & Girls Clubs of Greater Sacramento.

7 19. Provided the Settlement becomes effective under the terms of the Agreement, the Court
8 hereby orders that the deadline for the funding of the Settlement and the mailing the Court-approved
9 payments from the Gross Settlement Amount as set forth in the Settlement Agreement.

10 20. Without affecting the finality of this Judgment, the Court shall retain continuing
11 jurisdiction over this action and the Parties, including all Class Members, and over all matters pertaining
12 to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California
13 Rule of Court 3.769(h) and California Code of Civil Procedure § 664.6. Except as provided herein, any
14 disputes or controversies arising with or with respect to the interpretation, enforcement, or
15 implementation of the Agreement shall be presented to the Court for resolution.

16 21. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
17 purposes of implementing the terms of the Settlement, such as requiring the filing of a final report on
18 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement
19 administration matters, and addressing such post-judgment matters as may be appropriate under court
20 rules or applicable law.

21 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY**

22
23 DATED: 12/16/25

24 
25 TIMOTHY L. FALL
26 HONORABLE TIMOTHY L. FALL
27 JUDGE OF THE SUPERIOR COURT
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PROOF OF SERVICE

At the time of service, I was over 18 years of age and not a party to this action. My business address is 12100 Wilshire Boulevard, 8th Floor, Los Angeles, California 90025.

On November 20, 2025, I served the following document(s): **[PROPOSED] ORDER GRANTING FINAL APPROVAL AND JUDGMENT** on the following person(s):

Attorneys for Defendant CREW WINE COMPANY, LLC, a California limited liability company

DENNIS B. COOK, ESQ. (SBN 093432)
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The documents were served by the following means:

☒ **BY ELECTRONIC TRANSMISSION.** Based on an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

☐ **BY OVERNIGHT DELIVERY.** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

☐ **BY FAX TRANSMISSION.** Based on an agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax number(s) listed above. No error was reported by the fax machine that I used.

☐ **BY MESSENGER SERVICE.** I served the documents by placing them in an envelope or package addressed to the persons at the addresses listed in the attached Proof of Service List and providing them to a professional messenger service for service.

☐ **BY UNITED STATES MAIL.** I enclosed the documents in a sealed envelope or package addressed to the persons at the addresses in the attached Proof of Service List:

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepared.

☐ placed the envelope for collection and mailing, following our ordinary business

1 practices. I am readily familiar with this business's practice for collecting and processing
2 correspondence for mailing. On the same day that correspondence is placed for collection and
3 mailing, it is deposited in the ordinary course of business with the United States Postal Service,
4 in a sealed envelope with postage fully prepaid.

5 I am a resident of and employed in the county where the mailing occurred. The envelope or
6 package was placed in the mail at Los Angeles, California.

7 ☐ **BY PERSONAL SERVICE.** I personally delivered the documents to the persons at the
8 addresses listed in the attached Proof of Service List. (1) For a party represented by an attorney,
9 delivery was made (a) to the attorney personally; or (b) by leaving the documents at the attorney's
10 office, in an envelope or package clearly labeled to identify the attorney being served, with a
11 receptionist or an individual in charge of the office; or (c) if there was no person in the office with
12 whom the notice or papers could be left, by leaving them in a conspicuous place in the office between
13 the hours of nine in the morning and five in the evening. (2) For a party, delivery was made to the
14 party or by leaving the documents at the party's residence with some person not younger than 18
15 years of age between the hours of eight in the morning and six in the evening.

16 I declare under penalty of perjury under the laws of the State of California, that to the best of
17 my knowledge that the foregoing is true and correct.

18 Executed on November 20, 2025 at Los Angeles, California.

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Hengameh S. Safaei