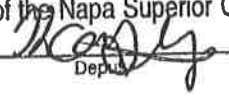


FILED**MAR 12 2026**

Clerk of the Napa Superior Court

By: 
Deputy

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502
Fax: (818) 230-7259

Attorneys for Plaintiff

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

G. TONI BARNES, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

GRGICH HILLS CELLAR, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 24CV001786

Assigned for All Purposes to: 
~~Honorable Cynthia P. Smith~~
Department A

CLASS ACTION

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

Hearing Date: March 11, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Department A

Complaint Filed: December 11, 2024
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff G. Toni Barnes ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, and considering papers submitted in
3 support, including the Amended Class Action and PAGA Settlement Agreement ("Settlement
4 Agreement," "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On September 11, 2025, Plaintiff and Defendant Grgich Hills Cellar ("Defendant")
6 entered the Settlement Agreement.

7 On October 15, 2025, the Court entered an order preliminarily approving the settlement
8 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
9 section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing
10 the Class Members with an opportunity to object to the Settlement or exclude themselves from
11 the Class, and scheduling a Final Approval Hearing.

12 On March 11, 2026, the Court held a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Order of Final Approval and
14 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise
15 provided herein, all the capitalized terms in this Order and Judgment shall have the same
16 meaning as set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated, and all the
18 Class Members have been given the opportunity to request exclusion from the Class, the Court
19 has personal jurisdiction over the claims of all the Class Members. The Court has subject matter
20 jurisdiction over this matter, including jurisdiction to approve the Settlement Agreement and
21 grant final certification of the Class.

22 ///

23 ///

24 ///

1 3. Final Class Certification. The Court finds that the Class satisfies all
2 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
3 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
4 paid or non-exempt employees of Defendant within the State of California at any time during the
5 period from October 11, 2020, through May 8, 2025 ("Class," "Class Members," and "Class
6 Period"). There are seventy-one (71) Class Members who did not submit valid and timely
7 Requests for Exclusion from the Settlement ("Participating Class Members").¹

8 4. Adequacy of Representation. Class Counsel fully and adequately
9 represented the Class in entering and implementing the Settlement Agreement and satisfied the
10 requirements of Code of Civil Procedure section 382.

11 5. Class Notice. The Court finds that the Court Approved Notice of Class
12 Action Settlement and Hearing Date for Final Court Approval ("Class Notice") and its
13 distribution to the Class Members have been implemented pursuant to the Settlement Agreement
14 and Preliminary Approval Order. The Court finds that the Class Notice:

- 15 a. Constitutes notice reasonably calculated to apprise the Class Members of:
16 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
17 Settlement Agreement and their rights; (iii) their right to object to any
18 aspect of the Settlement Agreement; (iv) their right to exclude themselves
19 from the Settlement Agreement; (v) their right to receive settlement
20 payments; (vi) their right to appear at the Final Approval Hearing; and
21 (vii) the binding effect of the orders and judgment in this lawsuit on all the
22 Participating Class Members;
23 b. Constitutes notice that fully satisfied the requirements of Code of Civil
24 Procedure section 382, Rule of Court 3.769, and due process;

25 ///

26
27 ¹ The Administrator mailed Class Notices to seventy-four (74) Class Members and
28 received three (3) requests for exclusion. As a result, there are seventy-one (71) Participating
 Class Members.

1 c. Constitutes the best practicable notice to the Class Members under the
2 circumstances of this lawsuit; and

3 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

4 6. Enforcement of the Settlement. Nothing in this Order and Judgment shall
5 preclude any action to enforce the terms and provisions of the Settlement.

6 7. Binding Effect. The terms and provisions of the Agreement and this Order
7 and Judgment are binding on Plaintiff, Participating Class Members, and Aggrieved Employees.

8 8. Final Settlement Approval. The terms and provisions of the Settlement
9 Agreement have been entered into in good faith, resulting from arm's-length negotiations by
10 experienced counsel who have carried out and meaningfully investigated the disputed claims.
11 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
12 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
13 Settlement Agreement according to its terms and provisions.

14 9. Release by the Participating Class Members. Effective on the date when
15 Defendant funds the entire Gross Settlement Amount and funds all employer payroll taxes owed
16 on the Wage Portion of the Individual Class Payments, all the Participating Class Members, on
17 behalf of themselves and their former and present representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns, release the Released Parties from the Released Class
19 Claims.

20 a. Release by the Aggrieved Employee. Effective on the date when
21 Defendant funds the entire Gross Settlement Amount and funds all
22 employer payroll taxes owed on the Wage Portion of the Individual Class
23 Payments, all the Participating and Non-Participating Class Members, who
24 are Aggrieved Employees, are deemed to release, on behalf of themselves
25 and their former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, the Released Parties from the
27 Released PAGA Claims.

28 ///

1 b. Release by Plaintiff. Effective on the date when Defendant funds the entire
2 Gross Settlement Amount and funds all employer payroll taxes owed on
3 the Wage Portion of the Individual Class Payments, Plaintiff and her
4 former and present spouses, representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns generally release and discharge the
6 Released Parties from the Plaintiff's Release. Furthermore, Plaintiff
7 expressly waives and relinquishes the provisions, rights, and benefits, if
8 any, of section 1542 of the Civil Code.

9 c. Released Parties. The Released Parties include Defendant and its parents,
10 predecessors, successors, all affiliates, subsidiaries, officers, directors,
11 members, agents, employees, and stockholders.

12 10. Gross Settlement Amount. The Court approves the payment of the Gross
13 Settlement Amount of \$300,000 to be paid by Defendant.

14 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses
15 Payment. The Court finds the Class Counsel Fees Payment of \$105,000 (35% of the Gross
16 Settlement Amount) to be paid to Class Counsel to be reasonable and appropriate. The Court
17 finds the Class Counsel Litigation Expenses Payment for the reimbursement of litigation costs of
18 \$23,278.74 to be paid to Class Counsel to be reasonable and appropriate. Such attorneys' fees
19 and costs are to be paid pursuant to the terms and provisions of the Settlement Agreement.
20 Defendant shall not be required to pay for any other attorneys' fees and costs incurred by Class
21 Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not
22 be required to pay for any other attorneys' fees and costs incurred by Plaintiff or Class Members
23 in connection with or related to this matter.

24 a. The courts have an independent right and responsibility to review the
25 Class Counsel Fees Payments and to only award so much as determined to
26 be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
27 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment is also
28 supported by the percentage fee method. (*Laffitte v. Robert Half*

1 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results
2 achieved, financial risk undertaken, difficulty of this matter, skills
3 required, percentage fees awarded in other cases, and contingent fees
4 charged in the private marketplace, the Court approves the Class Counsel
5 Fees Payment of \$105,000.

- 6 b. The Court has reviewed the Declaration of Douglas Han regarding the
7 litigation costs expended in prosecuting this matter. Pursuant to the
8 Agreement, Class Counsel may seek reimbursement of litigation costs of
9 up to \$25,000. The Court approves the Class Counsel Litigation Expenses
10 Payment of \$23,278.74.

11 12. Class Representative Service Payment. The Court finds the Class
12 Representative Service Payment of \$10,000 to be paid to Plaintiff to be reasonable and
13 appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and
14 provisions set forth in the Settlement Agreement.

- 15 a. The rationale for making enhancement payments is that the class
16 representatives should be compensated for the expense and risk incurred in
17 conferring a benefit on the Class. The criteria that the courts consider
18 include: (i) risks to the class representatives in commencing the lawsuit;
19 (ii) notoriety and personal difficulties encountered; (iii) amount of time
20 and effort spent by class representatives; (iv) litigation duration; and (v)
21 personal benefit (or lack thereof) enjoyed by the class representatives.

- 22 b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's
23 involvement in this lawsuit. Given the risks inherent in serving as the class
24 representative, duration of this lawsuit, work performed, and benefits
25 created for the Class Members, the Court approves the Class
26 Representative Service Payment of \$10,000.

27 ///

28 ///

1 13. Administration Expenses Payment. The Court finds the Administration
2 Expenses Payment of \$7,000 to be paid to the Administrator to be reasonable and appropriate.
3 The Administration Expenses Payment is to be paid pursuant to the terms and provisions set
4 forth in the Settlement Agreement.

- 5 a. The Court has reviewed the Declaration of Mayra Gonzalez from Phoenix
6 Class Action Administration Solutions, the Court-approved Administrator.
7 The Court finds that the notice provided to the Class Members constitutes
8 the best practicable notice to the Class Members and satisfied due process.
9 The Court also finds that the Administrator adequately administered the
10 Settlement. The Court approves the Administration Expenses Payment of
11 \$7,000.

12 14. PAGA Penalties. The Court finds the PAGA Penalties of \$20,000, sixty-
13 five percent (65%) of which (\$13,000) will be paid to the California Labor and Workforce
14 Development Agency and thirty-five percent (35%) of which (\$7,000) will be distributed to the
15 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA
16 Penalties are to be paid pursuant to the terms and provisions set forth in the Agreement.

17 15. Fairness of the Settlement Agreement. As noted in the Preliminary
18 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving
19 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length
20 negotiations following litigation, discovery, and exchange of documentation. The negotiations
21 were facilitated with the aid of Lisa Klerman, an experienced and well-respected mediator.

- 22 a. There are no objections and only three (3) requests for exclusion,
23 demonstrating the fairness of the Settlement Agreement.
24 b. The fairness of the Settlement Agreement is further demonstrated by the
25 gross *average* Individual Class Payment being approximately \$1,897.48,
26 and the gross *highest* Individual Class Payment being about \$4,496.36.

27 ///

28 ///

1 16. Funding of the Gross Settlement Amount. Defendant shall fund the Gross
2 Settlement Amount by transmitting the funds to the Administrator no later than the Effective
3 Date. Defendant shall transmit the applicable employer payroll taxes owed on the Wage Portion
4 of the Individual Class Payments no fourteen (14) calendar days after the Administrator provides
5 the applicable dollar amount to Defense Counsel. No later than fourteen (14) calendar days after
6 Defendant funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage
7 Portion of the Individual Class Payments, the Administrator will mail the settlement checks to
8 the appropriate entities and persons.

9 17. Uncashed Checks. The Class Members must cash or deposit their
10 settlement checks within one hundred eighty (180) calendar days after the settlement checks are
11 issued. The uncashed settlement checks will be canceled and transmitted to the California
12 Controller's Unclaimed Property Fund in the name of the Class Members.

13 18. Compliance Hearing. The Court sets a compliance hearing on November
14 20, 2026 in Department A. A compliance status report shall be filed no later than five (5) court
15 days before the compliance hearing. Pursuant to Code of Civil Procedure section 384, the
16 compliance status report shall specify the total amount paid to the Participating Class Members
17 and total residual of unclaimed settlement funds that will be paid to the entity identified as the
18 recipient of such funds in the Settlement Agreement.

19 19. Modification of the Agreement. The Agreement may be amended or
20 modified only by a written instrument signed by the Parties and their counsel or their
21 representatives/successors-in-interest. Such amendments or modifications shall be consistent
22 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

23 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
24 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
25 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
26 and for any other necessary purpose. This includes, without limitation:

- 27 a. Entering such additional orders as may be necessary or appropriate to
28 protect and/or effectuate this Order and Judgment approving the

1 Settlement Agreement, to enjoin Plaintiff from initiating or pursuing
2 related proceedings, and to ensure the fair and orderly administration of
3 the Settlement Agreement;

4 b. Enforcing the terms and provisions of the Settlement Agreement and
5 resolving any disputes, claims, or causes of action in this lawsuit that, in
6 whole or in part, are related to or arise out of the Settlement Agreement or
7 this Order and Judgment; and

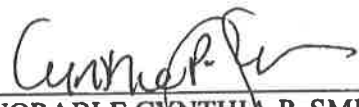
8 c. Entering any other necessary or appropriate orders to protect and
9 effectuate this Court's retention of continuing jurisdiction.

10 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
11 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
12 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

13 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
14 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
15 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
16 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
17 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
18 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

19 IT IS SO ORDERED.

20
21 DATED: 3/11/24


22 HONORABLE CYNTHIA P. SMITH
23 SUPERIOR COURT JUDGE
24
25
26
27
28

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

On March 17, 2026, I served the foregoing document described as

on interested parties in this action by electronically submitting as follows:

**State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 17, 2026, at Pasadena, California.

Koch

Noelia Alonso Esteban