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and Gina Marie Giovacchini and the Class*

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

ARIANA CRISAFULLI, individually, and on
behalf of other similarly situated employees, and
GINA MARIE GIOVACCHINI, individually, and
on behalf of aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

SONOMA MEDIA INVESTMENTS, LLC; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 24CV05458

Honorable Patrick Broderick
Department 16

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

Complaint Filed: September 13, 2024
FAC Filed: October 23, 2025
Trial Date: Not Set

1 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
2 (“Settlement Agreement” or “Settlement”), Ariana Crisafulli and Gina Marie Giovacchini’s (together,
3 “Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and
4 Costs, Enhancement Payments, and Settlement Administration Costs, the supporting papers filed by
5 the Parties, the Declarations of Class Counsel (Alexandra Rose), the Class Representatives (Ariana
6 Crisafulli and Gina Marie Giovacchini), and the Settlement Administrator (Amanda Howard on behalf
7 of ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction with the
8 Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto, the
9 Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
10 FOLLOWING DETERMINATION:

11 1. This Court has jurisdiction over the subject matter of the above-captioned action and
12 over Plaintiff and Defendant Sonoma Media Investments, LLC (“Defendant”) (together, with Plaintiff,
13 the “Parties”), including all members of the Class.

14 2. The Court finds that the following Class is properly certified as a class for settlement
15 purposes only: “All current and former non-exempt employees who worked for Defendant in the State
16 of California at any time during the Class Period and who did not sign a settlement and release
17 agreement and/or who are not covered by a Collective Bargaining Agreement in connection with their
18 employment with Defendant.” The “Class Period” is defined as the period from September 12, 2020
19 through March 15, 2025.

20 3. The Court appoints Plaintiffs Ariana Crisafulli and Gina Marie Giovacchini as the
21 Class Representatives for settlement purposes only.

22 4. The Court appoints Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour, Noam
23 Reiffman, Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC as Class Counsel for
24 settlement purposes only.

25 5. The Notice of Class Action and PAGA Settlement (“Class Notice”) provided to the
26 Class conforms with the requirements of California Code of Civil Procedure section 382, California
27 Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States
28 Constitutions, and any other applicable law, and constitutes the best notice practicable under the

1 circumstances, by providing individual notice to all Class Members who could be identified through
2 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
3 forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due
4 process.

5 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
6 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769.

10 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
11 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
12 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
13 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
14 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
15 by or against Defendant or any of the other Released Parties.

16 8. The Court finds that no Class Members have validly and timely opted out of the Class
17 Settlement and no Settlement Class Members objected to the Class Settlement.

18 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
19 recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payments from
20 the Gross Settlement Amount of Enhancement Payments to Plaintiffs in the amount of \$7,500.00 each
21 (total, \$15,000.00).

22 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
23 to Class Counsel in the sum of \$122,500.00 and reimbursement of actual litigation costs and expenses
24 to Class Counsel in the sum of \$25,000.00. The attorneys' fees and reimbursement of litigation costs
25 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
26 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
27 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
28 obtained for the Class.

11. The Court approves and orders payment from the Gross Settlement Amount in the amount of \$7,600.00 to ILYM Group, Inc. for performance of settlement administration services.

12. The Court approves and orders payment in the amount of \$16,250.00 to the California Labor Workforce and Development Agency (“LWDA”) as 65% of the payment allocated toward PAGA penalties.

13. It is hereby ordered that no later than seven (7) calendar days after the Effective Date, Defendant will deposit the Gross Settlement Amount into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that within ten (10) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

15. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the California Controller’s Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA Employee. The Settlement Administrator shall include on the memo line of Individual Settlement Payment checks: “By cashing this check, I am opting into the FLSA release in the matter of *Crisafulli, et al. v. Sonoma Media Investments, LLC*, Sonoma County Superior Court Case No. 24CV05458.

16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs (with the exception listed in Paragraph 41 of the Settlement Agreement as to Plaintiff Giovacchini only) and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall

specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages (Cal. Labor. Code §§ 510, 1194, 1197, 1198, and 1197.1), failure to calculate the regular rate of pay resulting in unpaid wages (Cal. Lab. Code §§ 204, 210, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1, and 1198, tit. 8 CCR § 11040(5)(A)-(B), and the applicable Wage Order), failure to provide compliant meal and rest periods and associated premium payments (Cal. Lab. Code §§ 226.7 and 512(a)), improper sick pay (Cal. Lab. Code §§ 233, 245- 249), improper overtime compensation pay (Cal. Lab. Code § 204.3), failure to timely pay wages (Cal. Lab. Code §§ 204 and 210), untimely final wages (Cal. Lab. Code §§ 201, 202, and 203), failure to provide accurate wage statements (Cal. Lab. Code § 226), failure to pay vacation wages (Cal. Lab. Code § 227.3), and failure to reimburse necessary business-related expenses (Cal. Lab. Code §§ 2800 and 2802), violation of Cal. Business & Professions Code §§ 17200, *et seq.*; claims for interest, penalties (including but not limited to waiting time penalties at Cal. Lab. Code §§ 201-204, Cal. Lab. Code §§ 1198.5 and 1199), or premiums in connection with any of the preceding claims; as well as any claims under the California Labor Code, California Industrial Welfare Commission’s Wage Orders, or the California Code of Regulations, that were alleged or which could have been alleged under the same or similar facts, allegations, or claims pleading in the Operative Complaint, Fair Labor Standards Act 29 U.S.C. Section 206, Fair Labor Standards Act 29 U.S.C. Section 207, and any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices, or punitive damages alleged or which could have been alleged under the facts, allegations, and/or claims pleaded in the Operative Complaint (collectively, “Released Class Claims”). To the extent required by law, the cashing of the Individual Settlement Payment check by the Settlement Class Member shall be deemed to be an opt-in for purposes of releasing the Released Parties from the claims predicated under the FLSA in the Released Class Claims that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Operative Complaint.

17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter,

1 arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
2 California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs related
3 thereto, for Defendant’s alleged failure to pay overtime and minimum wages (Cal. Labor. Code §§
4 510, 1194, 1197, 1198, and 1197.1), failure to calculate the regular rate of pay resulting in unpaid
5 wages (Cal. Lab. Code §§ 204, 210, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1, and
6 1198, tit. 8 CCR § 11040(5)(A)-(B), and the applicable Wage Order), failure to provide compliant
7 meal and rest periods and associated premium payments (Cal. Lab. Code §§ 226.7 and 512(a)),
8 improper sick pay (Cal. Lab. Code §§ 233, 245-249), improper overtime compensation pay (Cal. Lab.
9 Code § 204.3), failure to timely pay wages (Cal. Lab. Code §§ 204 and 210), untimely final wages
10 (Cal. Lab. Code §§ 201, 202, and 203), failure to provide accurate wage statements (Cal. Lab. Code §
11 226), failure to pay vacation wages (Cal. Lab. Code § 227.3), failure to keep accurate employment
12 records (Cal. Lab. Code §§ 1174(d) and 1174.5); and failure to reimburse necessary business-related
13 expenses (Cal. Lab. Code §§ 2800 and 2802), claims for interest, penalties (including but not limited
14 to waiting time penalties at Cal. Lab. Code §§ 201-204; Cal. Lab. Code §§ 1198.5 and 1199), and the
15 applicable Industrial Welfare Commission Wage Order (collectively, “Released PAGA Claims”).

16 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs
17 (with the exception listed in Paragraph 41 of the Settlement Agreement as to Plaintiff Giovacchini
18 only), individually and on their own behalf, will be deemed to have fully, finally, and forever released,
19 settled, compromised, relinquished, and discharged the Released Parties from any and all claims,
20 debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or
21 causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected,
22 asserted or unasserted, which Plaintiffs, at any time of execution of the Settlement Agreement, had or
23 claimed to have or may have, including but not limited to any and all claims arising out of, relating to,
24 or resulting from their employment and/or separation of employment with the Released Parties,
25 including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation
26 or Executive Order relating to employment, including, but in no way limited to, any claim under Title
27 VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities
28 Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act; the California

1 Family Rights Act; the California Fair Employment and Housing Act; all claims for wages or penalties
2 under the Fair Labor Standards Act; all claims for wages or penalties under the California Labor Code;
3 Business and Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy,
4 retaliation, or interference with legal rights; any and all other employment or discrimination laws;
5 whistleblower claims; any tort, fraud, or constitutional claims; and any breach of contract claims or
6 claims of promissory estoppel. It is agreed that this is a general release and is to be broadly construed
7 as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does
8 not include a release of any claims that cannot be released hereunder by law. Plaintiffs understand
9 and expressly agree that the Settlement Agreement extends to claims that they have against Defendant,
10 of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
11 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
12 or before the execution of the Settlement Agreement. Any and all rights granted under any state or
13 federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of
14 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
15 the California Civil Code reads as follows:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
19 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

20 19. Plaintiff Giovacchini expressly reserves her right to arbitrate her pending individual
21 claims against Defendant with JAMS. Plaintiff Giovacchini's released claims further include, without
22 limitation, any and all other claims of any kind regarding her respective employment and/or the
23 termination of employment including, but not limited to, any claims for wages, bonuses, severance
24 pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy,
25 any claims based on discrimination, harassment, or damages of any kind whatsoever, arising out of
26 any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any
27 theory of negligence, any theory of retaliation other than California Labor Code section 1102.5, any
28 legal restriction on any of Defendant's right to terminate the employment relationship, or any federal,

1 state, or other governmental statute, executive order, regulation or ordinance, or common law, or any
2 other basis whatsoever, to the fullest extent provided by law. Having been so apprised, except for
3 those claims now pending in arbitration with JAMS, Plaintiff Giovacchini voluntarily waives the rights
4 described in Section 1542 (in Paragraph 18 herein) and elects to assume all risks for claims that now
5 exist in her favor, known or unknown with respect to Defendant, except those expressly reserved in
6 this Paragraph.

7 20. "Released Parties" means Defendant and any of its past, present, and future direct or
8 indirect parents, subsidiaries, predecessors, successors, and affiliates.

9 21. This Court shall retain jurisdiction with respect to all matters related to the
10 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
11 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
12 Settlement and the determination of all controversies relating thereto.

13 22. Notice of entry of this Order and Judgment shall be given to the Class Members by
14 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
15 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

16 23. A Compliance Hearing re: Final Accounting is set for _____ at
17 _____ in Department 16 of this Court located at 3055 Cleveland Avenue, Santa Rosa,
18 California 95403. The Settlement Administrator shall file a Final Report by _____.

19 **IT IS SO ORDERED.**

20 Dated: _____

Honorable Patrick Broderick