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SACRAMENTO COURTS  
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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

CARLA BLACKSHEAR, an individual, on  
behalf of herself and on behalf of all persons  
similarly situated,

Plaintiff,

vs.

CALIFORNIA FINE WINE & SPIRITS LLC,  
a Limited Liability Company; and DOES 1  
through 100, inclusive,

Defendants.

CASE NO.: 34-2018-00245842

CEL

~~PROPOSED~~ FINAL APPROVAL  
ORDER AND JUDGMENT

Hearing Date: December 1, 2020  
Hearing Time: 9:00 a.m.

Judge: Hon. Christopher E. Krueger  
Dept. 54

Complaint Filed: December 5, 2018  
Trial date: None Set



FINAL APPROVAL ORDER AND JUDGMENT

Filed by Fax

1 The motion of Plaintiff Carla Blackshear (“Plaintiff”) for an order finally approving the  
2 Joint Stipulation of Class Lawsuit and PAGA Settlement Agreement (“Agreement”) with  
3 Defendant California Fine Wine & Spirits LLC (“Defendant”), and approving severally the  
4 proposed award and approval to pay attorneys’ fees and costs, service payments, and the fees and  
5 expenses of the Settlement Administrator duly came on for hearing on December 1, 2020 before  
6 the Honorable Christopher E. Krueger.

7  
8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the  
11 motion, the Court makes the following findings:

12 1. All terms used herein shall have the same meaning as defined in the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending before  
14 the California Superior Court for the County of Sacramento, and over all Parties to this litigation,  
15 including the Class.

16 3. Based on a review of the papers submitted by Plaintiff and a review of the  
17 applicable law, the Court finds that the Maximum Settlement Amount of Two Million One  
18 Hundred Thousand Dollars (\$2,100,000) and the terms set forth in the Agreement are fair,  
19 reasonable, and adequate.

20 4. The Court further finds that the Settlement was the result of arm’s length  
21 negotiations conducted after Class Counsel had adequately investigated the claims and become  
22 familiar with the strengths and weaknesses of those claims. In particular, the nature of the claims,  
23 the characteristics of the Settlement Class, the amount of the Settlement, the enlisted assistance of  
24 an experienced mediator in the settlement process, among other factors, support the Court’s  
25 conclusion that the Settlement is fair, reasonable, and adequate.

26 **Preliminary Approval of the Settlement**

1           5.       On August 11, 2020, the Court granted preliminary approval of the Settlement. At  
2 this same time, the Court approved conditional certification of the Class for settlement purposes  
3 only.

4           **Notice to the Class**

5           6.       In compliance with the Preliminary Approval Order, the Class Notice was mailed  
6 by first class mail to members of the Class at their last known addresses on or about September 22,  
7 2020. Mailing of the Class Notice to their last known addresses was the best notice practicable  
8 under the circumstances and was reasonably calculated to communicate actual notice of the  
9 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members  
10 fully and accurately informed the Class Members of all material elements of the proposed  
11 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the  
12 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the  
13 laws of the State of California, the United States Constitution, due process and other applicable  
14 law. The Class Notice fairly and adequately described the Settlement and provided Class  
15 Members adequate instructions and a variety of means to obtain additional information.

16           7.       The deadline for opting out or submitting written objections to the Settlement was  
17 November 6, 2020. There was an adequate interval between notice and the deadline to permit  
18 Class Members to choose what to do and act on their decision. A full opportunity has been  
19 afforded to the Class Members to participate in this hearing, and all Class Members and other  
20 persons with standing who expressed a desire to be heard have been heard. Class Members also  
21 have had a full and fair opportunity to exclude themselves from the proposed Settlement and  
22 Class. Accordingly, the Court determines that all Class Members who did not timely and properly  
23 submit a request for exclusion are bound by the Settlement and this Final Approval Order and  
24 Judgment.

25           **Fairness Of Settlement**

26           8.       The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*  
27 48 Cal.App.4th 1794, 1801 (1996).

1 a. The settlement was reached through arm's-length bargaining between the  
2 parties during a multi-day mediation before Lou Marlin, a respected and experienced mediator of  
3 wage and hour class actions. There has been no collusion between the parties in reaching the  
4 proposed settlement.

5 b. Plaintiff's investigation and discovery have been sufficient to allow the  
6 Court and counsel to act intelligently.

7 c. Counsel for both parties are experienced in similar employment class action  
8 litigation. All counsel recommended approval of the Agreement.

9 d. The percentage of objectors and requests for exclusion is small. No  
10 objections were received. Three (3) requests for exclusion were received.

11 e. The participation rate was high. 2,677 Class Members will be mailed a  
12 settlement payment, representing 99.89% of the overall Class.

13 9. The consideration to be given to the Class Members under the terms of the  
14 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims  
15 asserted in this action and is fair, reasonable and adequate compensation for the release of Class  
16 Members' claims, given the uncertainties and significant risks of the litigation and the delays  
17 which would ensue from continued prosecution of the action.

18 10. The Agreement is approved as fair, adequate and reasonable and in the best  
19 interests of the Class Members.

20 **Attorneys' Fees and Costs**

21 11. An award of \$700,000 for attorneys' fees, representing one-third of the Maximum  
22 Settlement Amount, and \$11,384.70 for litigation costs and expenses, is reasonable, in light of the  
23 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results  
24 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar  
25 and billing statement.

26 **Class Representative Service Award**

27 12. The Agreement provides for a Class Representative Service Award of not more  
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1 than \$10,000 to Plaintiff, subject to the Court's approval. The Court finds that Class  
2 Representative Service Award in the amount of \$10,000 to the Plaintiff is reasonable in light of  
3 the risks and burdens undertaken by the Plaintiff in this litigation, for his time and effort in  
4 bringing and prosecuting this matter on behalf of the Class, and for his execution of a general  
5 release.

6 **Settlement Administrator Costs**

7 13. The Settlement Administrator shall calculate and administer the payment to be  
8 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,  
9 transmit the Class Representative Service Award to the Plaintiff, issuing any required tax  
10 reporting forms, calculating withholdings and the other remaining duties set forth in the  
11 Agreement. The Settlement Administrator has documented \$26,000 in fees and expenses, and this  
12 amount is reasonable in light of the work performed by the Settlement Administrator.

13 **PAGA Payment**

14 14. The Agreement provides for a PAGA Payment out of the Maximum Settlement  
15 Amount of \$28,000, which shall be allocated \$21,000 to the LWDA as the LWDA's 75% share of  
16 the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$7,000 to be  
17 retained in the Net Settlement Amount for distribution to Participating Class Members. The  
18 LWDA has been served with this Settlement and has not indicated any objection. The Court finds  
19 this PAGA Payment to be reasonable.

20  
21 **II.**

22 **ORDERS**

23 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

24 1. The Class is certified for the purposes of settlement only. The Class is hereby  
25 defined as follows:

26 All individuals who are or previously were employed by Defendant in California,  
27 and classified as a non-exempt employee at any time during the Class Period.

28 The Class Period is December 5, 2014 through February 15, 2020.

**FINAL APPROVAL ORDER AND JUDGMENT**

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2           2.       All persons who meet the foregoing definition are members of the Class, except for  
3 those individuals who filed a valid request for exclusion (“opt out”) from the Class. Three (3)  
4 individuals, Erika Greenwell, Gordon West, and Mark Bradshaw, requested to be excluded from  
5 the proposed settlement.

6           3.       The Agreement is hereby finally approved as fair, reasonable, adequate, and in the  
7 best interest of the Class.

8           4.       Class Counsel are awarded attorneys' fees in the amount of \$700,000 and costs in  
9 the amount of \$11,384.70. Class Counsel shall not seek or obtain any other compensation or  
10 reimbursement from Defendant, Plaintiff or members of the Class.

11           5.       The payment of Class Representative Service Award in the amount of \$10,000 to  
12 the Plaintiff is approved.

13           6.       The payment of \$26,000 to the Settlement Administrator for their fees and  
14 expenses is approved.

15           7.       The PAGA Payment of \$28,000 is approved, to be allocated as set forth in the  
16 Agreement.

17           8.       The Agreement and this Settlement are not an admission by Defendant, nor is this  
18 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any  
19 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for  
20 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any  
21 document referred to herein, nor any action taken to carry out the Agreement is, may be construed  
22 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability  
23 whatsoever, or of the propriety of any group of individuals being certified as a class for purposes  
24 of pursuing claims against Defendant except for purposes of effectuating the subject Settlement.  
25 The entering into or carrying out of the Agreement, and any negotiations or proceedings related  
26 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or  
27 concession with regard to the denials or defenses by Defendant. Notwithstanding these  
28 restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order

1 and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of  
2 the Settlement to support a defense of res judicata, collateral estoppel, release, waiver or other  
3 theory of claim or issue preclusion or similar defense or bar as to the Released Class Claims.

4 9. Notice of entry of this Final Approval Order and Judgment shall be given to all  
5 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order  
6 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall  
7 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual  
8 Class Members.

9 10. If the Agreement does not become final and effective in accordance with the terms  
10 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in  
11 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall  
12 revert to their respective positions as of before entering into the Agreement, and expressly reserve  
13 their respective rights regarding the prosecution and defense of this Action, including all available  
14 defenses and affirmative defenses, and arguments that any claim in the Action could not be  
15 certified as a class action and/or managed as a representative action.

16  
17 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

18 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,  
19 Plaintiff, and all members of the Class, shall take nothing in the Action.

20 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain  
21 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any  
22 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute  
23 arising from or in connection with the distribution of settlement benefits.

24 3. Each party shall bear its own attorneys' fees and costs, except as otherwise  
25 provided in the Agreement and in this Final Approval Order and Judgment.

26 4. Each Class Member who has not validly opted out has released the "Released  
27 Claims" against the Defendant and all of the "Released Parties" as set forth in the Agreement.

1           5.       As used in paragraph 4 above, the quoted terms have the meanings set forth below:

2           (a)       “Released Claims” means all causes of action that were alleged or  
3 reasonably could have been alleged in the SAC based on the facts, legal theories, or causes of  
4 action contained therein, including all of the following claims for relief: (i) any and all claims for  
5 alleged unpaid wages including, but not limited to, claims for minimum wage, overtime, double-  
6 time, seventh day pay, the failure to pay for all hours worked, and the failure to pay for all hours  
7 worked at correct rates; (ii) any and all claims for meal period violations including, but not limited  
8 to, claims for late, short, interrupted and/or missed meal periods and/or the failure to pay premium  
9 wages therefor; (iii) any and all claims for rest break violations including but not limited to, claims  
10 for late, short, interrupted and/or missed rest breaks and/or the failure to pay premium wages  
11 therefor; (iv) any and all claims for improper or inaccurate itemized wage statements including,  
12 but not limited to, claims for injuries suffered therefrom; (v) any and all claims for statutory  
13 penalties premised on the facts, claims, or legal theories described above or in the SAC, or that  
14 reasonably could have been raised in the SAC based on the facts, legal theories, and causes of  
15 action alleged in the SAC, including waiting time penalties under Labor Code Section 203 and/or  
16 wage statement penalties under Labor Code Section 226(e); (vi) any and all civil penalties under  
17 the Labor Code Private Attorneys General Act of 2004, Labor Code Section 2698 et seq.  
18 (“PAGA”) premised on the facts, claims, or legal theories described above or in the SAC; (vii) any  
19 and all claims under the Business & Professions Code (including Section 17200 et seq.) premised  
20 on the facts, claims, or legal theories described above or in the SAC, or that reasonably could have  
21 been raised in the SAC based on the facts, legal theories, and causes of action alleged in the SAC,  
22 and other equitable relief, liquidated damages, punitive damages, or penalties arising from the  
23 foregoing alleged claims; and any other benefit claimed on account of the allegations asserted in  
24 the SAC (collectively, the “Released Claims”). The Released Claims shall expressly exclude  
25 claims for wrongful termination, unemployment insurance, disability, social security, workers’  
26 compensation, and claims outside of the Class Period.

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1 (b) "Released Parties" means, collectively, Defendant California Fine Wine &  
2 Spirits LLC and all of its past, present and/or future, direct and/or indirect, subsidiaries, affiliates,  
3 parents, divisions, joint venturers, predecessors, successors, insurers, assigns, consultants,  
4 subcontractors, Defendant's employee benefit plans and the trustees, fiduciaries, and  
5 administrators of those plans, and any of its current or former employees, officers, directors,  
6 servants, agents, investors, representatives, attorneys, executors, administrators, and assigns, and  
7 all persons acting under, by, through, or in concert with any of them, and each of them.

8 6. Each and every settlement check will include an endorsement confirming that by  
9 cashing the check, the Settlement Class Members are releasing the Released Claims.

10 7. Plaintiff has generally released all claims as set forth in the Agreement.

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

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13 Dated: 12-3-2020  
14    
15 HON. CHRISTOPHER E. KRUEGER  
16 JUDGE, SUPERIOR COURT OF CALIFORNIA  
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