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FILED/ENDORSED
AUG 11 2020
By: G. Toda
DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

RECEIVED
JUL 30 2020
L&M

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

CEK
[PROPOSED] PRELIMINARY APPROVAL ORDER

Hearing Date: July 30, 2020
Hearing Time: 9:00 a.m.

Judge: Hon. Raymond M. Cadei
Dept. 54

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

This matter, having come before the Honorable Raymond M. Cadei of the Superior Court of the State of California, in and for the County Sacramento, on July 30, 2020, for the motion by Plaintiff Carla Blackshear ("Plaintiff") for preliminary approval of the class settlement with Defendant California Fine Wine & Spirits LLC ("Defendant"). The Court, having considered the

PRELIMINARY APPROVAL ORDER

Filed by Fax

1 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
2 hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3
4 **IT IS HEREBY ORDERED:**

5 1. The Court preliminarily approves the Joint Stipulation of Class Lawsuit and PAGA
6 Settlement Agreement ("Agreement") attached as Exhibit #1 to the Declaration of Kyle
7 Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement.
8 This is based on the Court's determination that the Settlement set forth in the Agreement appears
9 to be within the range of reasonableness of a settlement which could ultimately be given final
10 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
11 California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all
13 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

14 3. The Maximum Settlement Amount that Defendant shall pay is Two Million One
15 Hundred Thousand Dollars (\$2,100,000). It appears to the Court on a preliminary basis that the
16 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
17 when balanced against the probable outcome of further litigation and the significant risks relating
18 to certification, liability and damages issues. It further appears that investigation, research, and
19 informal discovery have been conducted such that counsel for the Parties are able to reasonably
20 evaluate their respective positions. It further appears to the Court that settlement at this time will
21 avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be
22 presented by the further prosecution of the Action. It further appears that the Settlement has been
23 reached as the result of serious and non-collusive, arms-length negotiations.

24 4. The Agreement specifies for an attorneys' fees award not to exceed seven hundred
25 thousand dollars (\$700,000.00), which is one-third of the Maximum Settlement Amount, an award
26 of litigation expenses incurred not to exceed \$15,000, and a proposed Class Representative
27 Service Award to the Plaintiff in an amount not to exceed \$10,000. The Court will not approve

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1 the amount of attorneys' fees and costs, nor the amount of any service award, until the Final
2 Approval Hearing. Plaintiff will be required to present evidence supporting these requests,
3 including lodestar, prior to final approval.

4 5. As a part of preliminary approval, the Court finds, for settlement purposes only,
5 that the Class meets the requirements for certification under Section 382 of the California Code of
6 Civil Procedure, and the Court accepts and incorporates the Settlement Agreement and hereby
7 conditionally certifies the Class of persons, for settlement purposes only, pursuant to the
8 Settlement Agreement's terms and conditions, as follows: "All individuals who are or previously
9 were employed by Defendant in California, and classified as a non-exempt employee at any time
10 during the Class Period." The Class Period is December 5, 2014 through February 15, 2020.

11 6. The Court provisionally appoints Plaintiff as the representative of the Class. The
12 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
13 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

14 7. The Court hereby approves, as to form and content, the Notice of Class Action and
15 PAGA Settlement ("Notice") attached to the Agreement as Exhibit A with the changes ordered by
16 the Court in its ruling. The Court finds that the Notice appears to fully and accurately inform the
17 Class of all material elements of the proposed Settlement, of the Class Members' right to be
18 excluded from the Class by submitting a written opt-out request, and of each member's right and
19 opportunity to object to the Settlement. The Court further finds that the distribution of the Notice
20 substantially in the manner and form set forth in the Agreement and this Order meets the
21 requirements of due process, is the best notice practicable under the circumstances, and shall
22 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
23 the Notice by first class mail, pursuant to the terms set forth in the Agreement.

24 8. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator. No
25 later than 14 calendar days after preliminary approval of the Settlement by the Court, Defendant
26 shall provide to the Settlement Administrator an electronic spreadsheet with the Class Data. The
27 Settlement Administrator will perform address updates and verifications as necessary prior to the

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1 first mailing. Using best efforts to mail it as soon as possible, and in no event later than 14 days
2 after receiving the Class Data, the Settlement Administrator will mail the Notice to all Class
3 Members via first-class regular U.S. Mail.

4 9. The Court finds that the Notice of Class Action Settlement (“Class Notice”)
5 together with the change of address form (exhibits 1 and 2 to the Settlement Agreement, and
6 together with a preprinted return envelope, collectively the “Notice Packet”) advises the Class of
7 the pendency of the Class Action, of the proposed settlement terms, of the preliminary Court
8 approval of the settlement, of the automatic payment of a proportionate share of the settlement
9 monies if the class member does not request to be excluded, of the released claims, of the
10 estimated amount each may expect to receive pursuant to the proposed settlement, of the right to
11 submit objections or requests for exclusion and of the manner and timing for doing earlier of these
12 acts.

13 10. The Court further finds that the proposed Class Notice and the proposed method of
14 dissemination fairly and adequately advise the Class of the terms of the proposed settlement, of
15 their rights, of the benefits available to class members, of the final approval hearing date, time and
16 place, and the right to file documentation in support of, or in opposition to, the settlement, and to
17 appear in connection with said hearing. The Court finds that the Class Notice clearly comports
18 with all constitutional requirements including those of due process and, when completed, shall
19 constitute sufficient notice to the class members. These notice procedures and deadlines set forth
20 in the Class Notice and the Agreement are therefore approved as the order of this Court.

21 11. A final approval hearing shall be held before this Court on December 1, 2020 at
22 9:00 a.m. in Department 54 of the Sacramento County Superior Court to determine all necessary
23 matters concerning the Settlement, including: whether the proposed settlement of the Action on
24 the terms and conditions provided for in the Agreement is fair, adequate, and reasonable and
25 should be finally approved by the Court; whether the Final Approval Order and Judgment should
26 be entered herein; whether the plan of allocation contained in the Agreement should be approved
27 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys’ fees and
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1 costs, service awards, and the fees and expenses of the Settlement Administrator. All papers in
2 support of the motion for final approval and the motion for attorneys' fees, costs and service
3 awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days
4 before the hearing.

5 12. Neither the Settlement nor any exhibit, document, or instrument delivered
6 thereunder shall be construed as a concession or admission by Defendant in any way that the
7 claims asserted have any merit or that this Action was properly brought as a class or representative
8 action, and shall not be used as evidence of, or used against Defendant as, an admission or
9 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
10 omission by Defendant or with respect to the truth of any allegation asserted by any person.
11 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
12 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
13 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
14 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
15 evidence of a presumption, concession, indication or admission by Defendant of any liability,
16 fault, wrongdoing, omission, concession or damage, or the propriety of any particular group of
17 individuals being certified as a class for purposes of pursuing any claims against Defendant except
18 for purposes of effectuating this Settlement if Final Approval is granted.

19 13. In the event the Settlement does not become effective in accordance with the terms
20 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
21 become effective for any reason, this Order, with the exception of paragraph 12, the provisions of
22 which be deemed severed and survive, shall be rendered null and void and shall be vacated, and
23 the Parties shall revert to their respective positions as of before entering into the Agreement, and
24 expressly reserve their respective rights regarding the prosecution and defense of this Action,
25 including all available defenses and affirmative defenses, and arguments that any claim in the
26 Action could not be certified as a class action and/or managed as a representative action. In such
27 an event, the Court's orders regarding the Settlement, including this Order (excepting paragraph
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1 13), shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is
2 intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not
3 approved.

4 14. The Court reserves the right to adjourn or continue the date of the final approval
5 hearing and all dates provided for in the Agreement without further notice to Class Members, and
6 retains jurisdiction to consider all further applications arising out of or connected with the
7 proposed Settlement.

8 **IT IS SO ORDERED.**

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10 Dated: 8-11-2020
11  
12 HON. RAYMOND M. CABER
13 JUDGE, SUPERIOR COURT OF CALIFORNIA
14 SIGNATURE PURSUANT
15 TO 635 CCP
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