

JCL LAW FIRM, APC
 Jean-Claude Lapuyade (State Bar #248676)
 Monnett De La Torre (State Bar #272884)
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619) 599-8292
 Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

FILED

NOV 30 2023

CLERK OF THE NAPA SUPERIOR COURT
 BY *[Signature]*
 DEPUTY

ZAKAY LAW GROUP, APLC
 Shani O. Zakay (State Bar #277924)
 Jackland K. Hom (State Bar #327243)
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619)255-9047
 Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com

Attorneys for Plaintiff MICHAEL HILLSTROM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF NAPA

MICHAEL HILLSTROM, an individual, on
 behalf of himself and on behalf of all persons
 similarly situated,

Case No. 22CV000006

Plaintiff,

**[PROPOSED] ORDER GRANTING
 PLAINTIFF'S MOTION FOR
 PRELIMINARY APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

v.

CONSTELLATION BRANDS, INC., a
 Delaware Corporation; TPWC, INC., a
 Delaware Corporation; ROBERT MONDAVI
 WINERY, a California Corporation;
 CONSTELLATION BRANDS U.S.
 OPERATIONS, INC., a New York
 Corporation; FRANCISCAN VINEYARDS,
 INC., a Delaware Corporation;
 CONSTELLATION WINES U.S., INC., a
 Corporation; and DOES 1-50, Inclusive,

Date: November 30, 2023
 Time: 8:30 a.m.
 Judge: Hon. Cynthia P. Smith
 Dept.: A

Defendants.

1 This matter having come before the Honorable Judge Cynthia P. Smith of the Superior Court of
2 the State of California, in and for the County of Napa, at 8:30 a.m. on November 30, 2023, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC, as counsel for Plaintiff MICHAEL HILLSTROM (“Plaintiff”), and Jill Porcayo, Esq., Andrew
5 Paley, Esq., and Gina Gi, Esq. of Seyfarth Shaw LLP, appearing for Defendants CONSTELLATION
6 BRANDS, INC. and TPWC, INC., (hereinafter “Defendants”). The Court, having carefully considered
7 the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing,
8 hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
11 (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached hereto as
12 **Exhibit “1”**. This is based on the Court’s determination that the Settlement Agreement is within the
13 range of possible final approval, pursuant to the provisions of Section 382 of the California Code of
14 Civil Procedure and California Rules of Court, rule 3.769.

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

17 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that
18 Defendants shall pay is Two Million, Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00).
19 It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate,
20 and reasonable as to all Class Members when balanced against the probable outcome of further
21 litigation relating to certification, liability, and damages issues. It further appears that investigation and
22 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
23 respective positions. It further appears to the Court that settlement at this time will avoid substantial
24 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
26 intensive, serious, and non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. Plaintiff seeks Class Counsel Fees and Costs in the amount of up-to one-third of the Total
6 Settlement Amount for attorneys' fees, currently estimated at Eight Hundred Thirty-Three Thousand,
7 Three Hundred Thirty-Three Dollars and Thirty Three Cents (\$833,333.33), plus a reimbursement of
8 reasonably incurred expenses in an amount of up to Thirty-Five Thousand Dollars (\$35,000.00), and
9 proposed Service Award to the Class Representative, Michael Hillstrom, in an amount of not more than
10 Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00). While these awards appear to
11 be within the range of reasonableness, the Court will not approve the Attorneys Fees and Costs, or the
12 Enhancement Payment until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 All current and former non-exempt employees of Defendants Constellation
18 Brands, Inc. and TPWC, Inc. in the State of California at any time during
19 the during the period between January 3, 2018 through July 27, 2023.

20 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
21 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
22 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
23 common questions of law and fact predominate, and there is a well-defined community of interest
24 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
25 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
26 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
27 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
28 to act as counsel for the Class Representative in his individual capacity and as the representative of the

1 Class Members.

2 8. The Court provisionally appoints Michael Hillstrom as the representative of the Class.

3 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,
4 and Shani Zakay, of Zakay Law Group, APLC as Class Counsel for the Class Members.

5 10. The Court hereby approves, as to form and content, the Proposed Class Notice (“Class
6 Notice”) attached to the Agreement as **Exhibit “A”**. The Court finds that the notice appears to fully
7 and accurately inform the Class Members and Aggrieved Employees of all material elements of the
8 proposed Settlement, including the right of any Class Member to be excluded from the Class by
9 submitting a written request for exclusion, and of each Class Member’s right and opportunity to object
10 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner
11 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
12 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
13 entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms
14 set forth in the Agreement.

15 11. The Court hereby appoints Atticus Administration LLC as Settlement Administrator.
16 Within ten (10) business days of the entry of the Preliminary Approval Order, Defendants shall provide
17 the Settlement Administrator with the Class Data, including information regarding Class Members that
18 Defendant will in good faith compile from its records, including each Class Member’s full name, last-
19 known mailing address, last known telephone number, and start and end dates of employment. No later
20 than ten (10) calendar days after receiving the Class Data from Defendants, the Settlement
21 Administrator shall mail copies of the Notice Packet to all Class Members via first class U.S. Mail.

22 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
23 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
24 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
25 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
26 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
27 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
28 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who

1 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class
2 Payment under the Settlement, will not be bound by the Class Release provisions in the Agreement,
3 and will not have any right to object, appeal or comment thereon. Class Members who have not
4 requested exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.

5 13. Any Class Member may appear at the final approval hearing, regardless of whether they
6 have submitted a timely written objection and notice of intention to appear. Class Members may
7 express their views regarding the Settlement and may present evidence and file briefs or other papers
8 that may be proper and relevant to the issues to be heard and determined by the Court as provided in
9 the Notice. Class Members will have forty-five (45) calendar days from the date the Settlement
10 Administrator mails the Class Notice to postmark their written objections to the Settlement
11 Administrator.

12 14. A final approval hearing shall be held before this Court on 4/19/24 at
13 9:30 AM/PM in Department A of the Napa County Superior Court to determine all necessary matters
14 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
15 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
16 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
17 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
18 to the Class; and to finally approve the Class Counsel Fees and Costs, Service Award, and the
19 Settlement Administration Expenses. All papers in support of the motion for final approval and the
20 motion for Class Counsel Fees and Costs and Service Award shall be filed with the Court and served
21 on all counsel within twenty-eight (28) days following the expiration of the Response Deadline.

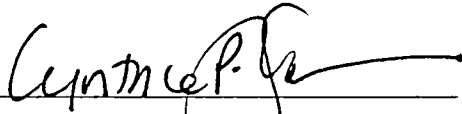
22 15. In the event the Settlement does not become effective in accordance with the terms of the
23 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
24 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
25 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
26 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
27 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
28 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it

1 is not approved.

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

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 11/30/23



JUDGE OF THE SUPERIOR COURT