EFILE 9/21/2026 A.V.

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Enzo Nabiev (SBN 332118)
E-mail: enabiev@moonlawgroup.com
Jason Kwak (SBN 360940)
E-mail: jkwak@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Maximino Guido Caballero

FILED
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Clerk of the Napa Superior Court
By: _____ Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF NAPA

MAXIMINO GUIDO CABALLERO, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

STAG'S LEAP WINE CELLARS, LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendants

Case No.: 25CV001300

[~~PROPOSED~~] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

[*Filed with Plaintiff's Notice of Motion and Memorandum of Points and Authorities, the Declaration of Kane Moon, the Declaration of Sean Hartranft, and the Declaration of Plaintiff*]

PRELIMINARY APPROVAL HEARING:
Date: October 30, 2026
Time: ~~8:30 a.m.~~ 9:30 a.m.
Courtroom: A
Judge: Hon. Cynthia P. Smith

Action Filed: June 25, 2025
Trial Date: Not set

[~~PROPOSED~~] PRELIMINARY APPROVAL ORDER

The Court has before it Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Having reviewed the Motion and Memorandum of Points and Authorities, the supporting Declarations of Kane Moon, Plaintiff Maximino Guido Caballero ("Plaintiff"), Sean Hartranft on behalf of APEX Class Action Administration, and GOOD CAUSE appearing, **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

1. The Court grants preliminary approval of the proposed Settlement and the Class based upon the terms set forth in the Class Action and PAGA Settlement Agreement (the "Settlement") attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Representative Action Settlement. The Court finds on a preliminary basis that the Settlement appears to be fair, adequate, and reasonable, and therefore, meets the requirements for preliminary approval. The Court also preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant Stag's Leap Wine Cellars, LLC ("Defendant") (together with Plaintiff, the "Parties") agrees to create a common, non-reversionary gross fund of at least $300,000.00 (the "Gross Settlement Amount"), subject to an escalator clause, and in addition to Defendant's employer's payroll taxes owed on the wage portions of the Individual Class Payments, to cover (a) Individual Class Payments to Participating Class Members; (b) a Class Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount; (c) a Class Counsel Litigation Costs Payment for reimbursement of actual litigation costs not to exceed $25,000.00; (d) an Administration Expenses Payment not to exceed $7,490.00; (e) PAGA Penalties of $20,000.00 for settlement of claims for civil penalties under the Private Attorneys General Act, Labor Code Sections 2698, *et seq.* ("PAGA"), and distributed as 35% ($7,000.00) to the Aggrieved Employees and 65% ($13,000.00) to the California Labor and Workforce

Development Agency (the "LWDA"); and (f) a Class Representative Enhancement Award to Plaintiff of not more than $7,500.00.[1]

3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant class-wide discovery, investigation, research, and litigation have been conducted such that counsel for the respective Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of serious, informed, adversarial, and arm's-length negotiations between the Parties. Accordingly, the Court preliminarily finds that the Settlement was entered into in good faith and meets the requirements for preliminary approval.

4. A final approval hearing on the question of whether the proposed Settlement, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, the Administration Expenses Payment, the PAGA Penalties, and the Class Representative Enhancement Award should be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies, for settlement purposes only, the following class (the "Class"): all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period. The "Class Period" means June 25, 2021, through May 15, 2026. Excluded from the Class will be any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion, pursuant to the instructions provided in the Class Notice.

6. The Court identifies, for settlement purposes only, the following individuals (the

[1] Pursuant to ¶ 4.3 of the Settlement, Defendant shall fully fund the Gross Settlement Amount of $300,000.00 and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds into a Qualified Statement Fund established and maintained by the Administrator within thirty (30) days of the Final Approval Order. (Settlement, ¶ 4.3.)

"Aggrieved Employees"): all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period. The "PAGA Period" means June 21, 2024, through May 15, 2026.

7. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure section 382 in that: (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. **Releases of Claims**. The released claims described below shall become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes: (Settlement, ¶ 5.4.)

a. Released Parties. "Released Parties" means: Defendant, together with its officers, directors, members, managers, shareholders, employees, agents, attorneys, insurers and re-insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates. (*Id.* at ¶ 1.40.)

b. Plaintiff's Release. Plaintiff releases the Released Parties from any and all claims, causes of action, penalties, damages, liabilities, and demands that were alleged in the Operative Complaint, or that reasonably could have been alleged based solely on the facts asserted therein including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify necessary business expenses; (8) unfair business practices; (9) statutory penalties of any nature; (10) interest; (11) attorneys' fees and costs; and (12) any other claims arising out of or related to the Operative Complaint during the Class Period ("Plaintiff's Release"). (*Id.* at ¶ 5.1.) Plaintiff

acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agrees nonetheless that Plaintiff's Release shall remain effective in all respects as to the claims released herein. (*Id.*) Notwithstanding the foregoing, Plaintiff's Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits, any claims that are not releasable as a matter of law or public policy, and any claims arising after the date Plaintiff signs the Settlement. (*Id.*)

c. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged in Plaintiff's Operative Complaint or that reasonably could have been alleged based solely on the facts asserted therein including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify necessary business expenses; (8) unfair business practices; (9) statutory penalties of any nature; (10) interest; (11) attorneys' fees and costs; and (12) any other claims arising out of or related to the Operative Complaint during the Class Period (collectively, "Released Class Claims"). (*Id.* at ¶ 5.2.) The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period. (*Id.*)

d. PAGA Released Claims: Plaintiff and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties, which were alleged, or reasonably could have been alleged, in Plaintiff's PAGA

Notice to the LWDA and in Plaintiff's Operative Complaint, including but not limited to claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 (collectively, "Released PAGA Claims"). (*Id.* at ¶ 5.3.) The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period. (*Id.*)

9. The Court, for purposes of this Preliminary Approval Order, refers to all terms and definitions as set forth in the Settlement.

10. The Court appoints, for settlement purposes only, Plaintiff as the Class Representative. The Court approves, on a preliminary basis, a Class Representative Enhancement Award from the Gross Settlement Amount of up to $7,500.00 to Plaintiff, in addition to the amount Plaintiff is eligible to receive as a Class Member, in exchange for a general release, and in recognition of having initiated the Action, provided services in support thereof, and incurred risks inherent in the role of named Plaintiff. To the extent the final amount awarded is less than the amount requested, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount, as well as reimbursement for actual costs not to exceed $25,000.00. To the extent actual costs are less and/or the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

12. The Court appoints APEX Class Action Administration with payment from the Gross Settlement Amount for reasonable administration costs not to exceed $7,490.00, except upon a showing of good cause and as approved by the Court. To the extent administration costs are less, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

13. The Administrator shall perform services and duties as provided for in the Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail in

English and Spanish. Class Members shall not be required to submit a claim form in order to receive individual settlement payments.

14. The Court approves, as to form and content, the *Notice of Class and Representative Action Settlement* (the "Class Notice") attached to the Settlement as **Exhibit A** and incorporated by reference. The Court finds, on a preliminary basis, that the plan for distribution of the Class Notice satisfies due process, provides the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

15. The obligations set forth in the Settlement are deemed part of this Preliminary Approval Order, and the Parties and Administrator are ordered to carry out the Settlement Agreement according to its terms and provisions.

16. The Court orders the following Implementation Schedule:

Defendants to provide the Administrator with the Class Data	Within 14 calendar days after entry of the Court's Preliminary Approval Order
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data
Response and Opt-Out Deadline	Within 60 calendar days after mailing (plus an additional 14 calendar days for any re-mailed Class Notices)
Final Approval Motion Filing Deadline	At least 16 court days before the Final Approval Hearing
Final Approval Hearing	4/2/27 8:30 A

17. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

18. The Court further orders that, pending further order of this Court, all proceedings in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

19. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any

civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

IT IS SO ORDERED.

DATED: 10/30/24

The Honorable Cynthia P. Smith
Judge of the Superior Court, Napa County