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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SANTA BARBARA – COOK DIVISION**

15
16 STATE OF CALIFORNIA ex rel.
17 FILIBERTO EUDAVE, as Private
Attorney General,

18 Plaintiff,

19 v.

20 TREASURY WINE ESTATES
21 AMERICAS COMPANY, a corporation;
and DOES 1-25, inclusive,

22 Defendants.

Case No. 20CV03219

Assigned for All Purposes to:
Hon. James F. Rigali – Dept. SM2

23 **[ORDER AND JUDGMENT**
24 **GRANTING APPROVAL OF PAGA**
25 **SETTLEMENT**

26 Date: March 7, 2023
27 Time: 8:30 a.m.
28 Dept.: SM2

Trial Date: None

Complaint filed: September 30, 2020

1 WHEREAS, Plaintiff FILIBERTO EUDAVE (“Plaintiff”) has filed a Motion for Approval
2 of PAGA Settlement. The matter came on regularly for hearing. Counsel for Plaintiff and counsel
3 for Defendant TREASURY WINE ESTATES AMERICAS COMPANY (“Defendant) appeared at
4 the hearing. Having considered the papers filed by all parties and the proceedings had and
5 otherwise being fully informed, and recognizing the disputed factual and legal issues involved in
6 this case, the benefits to be received by the State of California and the Aggrieved Employees
7 pursuant to the PAGA Settlement Agreement (“Settlement Agreement”) executed by the parties,
8 and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith
9 arms-length negotiations between the parties,

10 **THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND**
11 **ORDERS:**

12 1. The Court hereby GRANTS Plaintiff’s motion for approval of the settlement as set
13 forth in the Settlement Agreement under Labor Code § 2699(1)(2). The settlement is hereby fully
14 approved and shall be carried out and effectuated according to the terms of the Settlement
15 Agreement and the terms of this Order.

16 2. The Court finds that the Settlement Agreement and the terms and conditions set
17 forth therein are fair, reasonable, and adequate and in the best interests of the State of California
18 and the Aggrieved Employees. The terms of the Settlement Agreement, and this Order and
19 Judgment, shall be binding on Plaintiff, the State of California, and the Aggrieved Employees, and
20 those terms shall have res judicata, collateral estoppel and other preclusive effect in all pending
21 and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons or
22 entities, to the extent those claims, lawsuits or other proceedings constitute Released Claims as set
23 forth in the Settlement Agreement.

24 3. This Order incorporates by reference the definitions in the Settlement Agreement
25 and all terms defined therein shall have the same meaning in this Order. In accordance with the
26 Settlement Agreement, the “Aggrieved Employees” are defined as: all current and former non-
27 exempt employees employed by Defendant at any time from April 6, 2019 through the date of this
28 order. The “Settlement Period” is defined as the period from April 6, 2019, to and including the

Effective Date, as that term is defined in the Settlement Agreement.

4. Upon the occurrence of the Effective Date, the Court hereby orders that Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have released the “Released Claims” which are defined as follows: “any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were asserted or could reasonably have been asserted based on the facts alleged or that could have been alleged in the Action and/or the PAGA letter submitted by Plaintiff to the LWDA.” “Released Parties” shall mean Defendant, its past and present parents, subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, partners, and/or any other entity or individual that could be liable for the acts or omissions of Defendant in relation to the Released Claims. Upon the occurrence of the Effective Date, the Court hereby further orders that Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendant and the Released Parties any and all of the Released Claims.

5. Upon the occurrence of the Effective Date, the Court also hereby orders that Plaintiff shall be deemed to have released the Plaintiff Released Claims, as defined in the Settlement Agreement.

6. The parties are directed to consummate the settlement in accordance with the terms of the Settlement Agreement. Except as expressly provided in the Settlement Agreement, Defendant and the Released Parties shall not have any further liability arising from this action for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability.

7. The Court hereby finds that payment to counsel for Plaintiff of attorneys’ fees in the amount of \$77,777.77, and reimbursement to counsel for Plaintiff for litigation costs in the amount of up to \$15,000, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these amounts from the gross settlement amount in accordance with the Settlement Agreement.

8. The Court finds that payment to the Settlement Administrator in the amount of up to \$10,000 for its work performed in administering the settlement is fair, reasonable, and adequate

1 and orders the Settlement Administrator to distribute this amount from the gross settlement
2 amount in accordance with the Settlement Agreement.

3 9. The Court finds that a payment to Plaintiff in the amount of \$15,000 in recognition
4 of Plaintiff's effort and work in prosecuting the Action is fair, reasonable, and adequate and orders
5 the Settlement Administrator to distribute this amount from the gross settlement amount in
6 accordance with the Settlement Agreement.

7 10. The Court finds that the amounts to be distributed to the LWDA and the Aggrieved
8 Employees, as set forth in the Settlement Agreement, are fair, reasonable, and adequate and orders
9 the Settlement Administrator to make payments to the LWDA and Aggrieved Employees in
10 accordance with the terms of the Settlement Agreement.

11 11. The Court approves, as to form and content, the Notice to Aggrieved Employees
12 submitted by the parties in connection with the motion for approval. The Court appoints
13 Simpluris as the third-party settlement administrator for the purposes of administering the
14 settlement. The Court directs the Settlement Administrator to mail individual payments to
15 Aggrieved Employees and the Notice to Aggrieved Employees in accordance with the terms of the
16 Settlement Agreement.

17 12. Upon entry of this Order, the Court hereby enters judgment, with prejudice, for the
18 reasons described above and in accordance with the terms of the Settlement Agreement. Except as
19 otherwise provided in the Settlement Agreement, all parties shall bear their own attorneys' fees,
20 costs, and expenses incurred by them in or arising out of the lawsuit and shall not seek
21 reimbursement thereof from the Released Parties. Upon entry of this Order, the Court
22 permanently enjoins and forever bars Plaintiff, the State of California, and the Aggrieved
23 Employees from instituting or prosecuting any claims against Defendant or the Released Parties
24 that were resolved as part of the Settlement Agreement and/or pursuant to this Order.

25 13. Neither this Order nor the Settlement Agreement (or any other document referred to
26 herein, or any action taken to carry out this Order) is, may be construed as, or may be used as, an
27 admission of liability or fault by Defendant or the Released Parties, or a finding as to the validity
28 of any claims in the Action or of any wrongdoing or violation of law that is otherwise alleged, or

1 could have been alleged, against Defendant or the Released Parties. The Settlement Agreement is
2 not a concession by the Parties and, to the extent permitted by law, neither the Settlement
3 Agreement nor this Order and Judgment, nor any of their terms or provisions, nor any of the
4 negotiations or proceedings connected with them, shall be offered as evidence or received in
5 evidence in any pending or future civil, criminal, or administrative action or proceeding to
6 establish any liability of, or admission by the Released Parties. Notwithstanding the foregoing,
7 nothing in this Order and Judgment shall be interpreted as prohibiting the use of this Order and
8 Judgment in a proceeding to consummate or enforce the Settlement Agreement, or the use of this
9 Order and Judgment to defend against the assertion of claims in any other proceeding, or as
10 otherwise required by law. This Order and Judgment and the Settlement Agreement may be filed
11 in any action by Defendant or the Released Parties to support a defense of res judicata, collateral
12 estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or
13 any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

14 14. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA
15 within 10 days of the date of this Order and Judgment.

16 15. Without affecting the finality of this Order or the Court's entry of Judgment, this
17 Court shall retain jurisdiction with respect to all matters related to the administration and
18 consummation of the Settlement Agreement, and any and all claims, asserted in, arising out of, or
19 related to the subject matter of the Action, including but not limited to all matters related to the
20 Settlement Agreement and the determination of all controversies relating thereto.

21 **IT IS SO ORDERED.**

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23 DATED: 03/29/2023

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25 Judge of the Superior Court
26 **James F. Rigali**
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