

FILED
Superior Court of California,
County of Madera
03/11/2024
Adrienne Calip / Clerk of Court
By: Danyele Cerda, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA

BRIAN MATA, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

GOLDEN VALLEY GRAPE JUICE AND
WINE, LLC; and DOES 1 through 20,
inclusive,

Defendants.

CHRISTOPHER VALLES, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

v.

GOLDEN VALLEY GRAPE JUICE AND
WINE, LLC, a California limited liability
company; and DOES 1 through 100, inclusive;

Defendants.

Case No.: MCV084386 (Consolidated with
Case No. MCV084788)

Assigned for All Purposes to:
Honorable Michael J. Jurkovich
Department 44

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: March 11, 2024
Hearing Time: 8:30 a.m.
Hearing Place: Department 44

Complaint Filed: November 9, 2020
FAC Filed: April 19, 2021
Trial Date: None Set

Case No.: MCV084788 (Consolidated with
Case No. MCV084386)

Assigned for All Purposes to:
Honorable Michael J. Jurkovich
Department 44

CLASS ACTION

Complaint Filed: March 10, 2021
Trial Date: None Set

1 KASHIF HAQUE (SBN 218672)
2 SAMUEL A. WONG (SBN 217104)
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10 *Attorneys for Plaintiff Brian Mata*

1 The Court, having read the papers filed regarding Plaintiffs Christopher Valles and Brian
2 Mata’s (“Plaintiffs”) Motion for Final Approval of Class Action Settlement, and considering the
3 papers submitted in support of the motion, including the Class Action and PAGA Settlement
4 Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”), hereby **FINDS AND**
5 **ORDERS:**

6 Plaintiffs and Defendant Golden Valley Grape Juice and Wine, LLC (“Defendant”)
7 entered the Settlement Agreement on or about July 19, 2023 to settle this lawsuit.

8 The Court entered an order dated September 1, 2023 preliminarily approving the
9 settlement of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil
10 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
11 Members, providing Class Members with an opportunity to object to the Settlement or exclude
12 themselves from the Class, and scheduling a Final Approval Hearing.

13 The Court held a Final Approval Hearing on March 11, 2024 to determine whether to
14 give final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
16 (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise provided
17 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
18 in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
20 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
21 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
22 including jurisdiction to approve the Settlement and grants final certification of the Class.

23 3. Final Class Certification. The Court finds the Class satisfies all applicable
24 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
25 process. The Court certifies the Class consisting of all current and former California-based
26 hourly-paid, non-exempt employees (whether hired directly or through a staffing agency or labor
27 contractor) of Defendant within the State of California at any time during the period from
28 November 15, 2016, to October 4, 2022 (“Class,” “Class Members,” “Class Period”). There are

three hundred forty-one (341) Class Members who did not submit valid and timely Requests for Exclusion from the Settlement (“Participating Class Members”).¹

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class for purposes of entering and implementing the Settlement and satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to Class Members were implemented pursuant to the Settlement and this Court’s Preliminary Approval Order. The Court also finds the Class Notice:

- a. constitutes notice reasonably calculated to apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to exclude themselves from the Settlement Agreement; (v) their right to receive settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in this lawsuit on all Participating Class Members;
- b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process;
- c. constitutes the best practicable notice to Class Members under the circumstances of this lawsuit; and
- d. constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered into good faith and are the product of arm’s-length negotiations by experienced counsel who have done a meaningful investigation of the claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,

¹ The Administrator mailed Class Notices to three hundred forty-two (342) Class Members and received one (1) request for exclusion. Thus, there are three hundred forty-one (341) Participating Class Members.

adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

7. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

8. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Class Claims and Released Private Attorneys General Act of 2004 (“PAGA”) Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted timely requests for exclusion.

9. Release by Participating Class Members Who Are Not Aggrieved Employees. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, 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 the Released Class Claims.

a. Release by Participating and Non-Participating Class Members Who Are Aggrieved Employees. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating and Non-Participating Class Members, who are Aggrieved Employees, 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 the Released PAGA Claims.

1 b. Plaintiffs' Release. Effective on the date when Defendant fully funds the entire
2 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
3 Portion of the Individual Class Payments, Plaintiffs and their respective former
4 and present spouses, representatives, agents, attorneys, heirs, administrators,
5 successors, and assigns generally release and discharge Released Parties from the
6 Plaintiffs' Release. Plaintiffs also expressly waive and relinquish the provisions,
7 rights, and benefits, if any, of section 1542 of the Civil Code.

8 c. Released Parties. The Released Parties include Defendant and its parents,
9 predecessors, successors, all affiliates, subsidiaries, officers, directors, members,
10 agents, employees, and stockholders.

11 10. Class Representative Service Payments. The Court finds the Class Representative
12 Service Payments of \$10,000, to be paid by Defendant to each Plaintiff (totaling \$20,000) out of
13 the Gross Settlement Amount, to be reasonable and appropriate. The Class Representative
14 Service Payments are to be paid pursuant to the terms and provisions set forth in the Agreement.

15 a. The rationale for making enhancement payments is class representatives should
16 be compensated for the expense and risk they incurred in conferring a benefit on
17 the Class. Criteria courts consider include: (1) risk to the class representatives in
18 commencing suit; (2) notoriety and personal difficulties; (3) amount of time and
19 effort spent by the class representatives; (4) duration of the litigation; and (5)
20 personal benefit (or lack thereof) enjoyed by class representatives.

21 b. The Court reviewed Plaintiffs' declarations outlining their involvement. Given the
22 risks inherent in the services as the class representatives, duration of the case and
23 time involved, and benefits created for the Class, the Court approves the payment
24 of the Class Representative Service Payments of \$10,000 to each Plaintiff.

25 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.
26 The Court finds the Class Counsel Fees Payment of \$210,000, to be paid out of the Gross
27 Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. In
28 addition, the Court finds the Class Counsel Litigation Expenses Payment as reimbursement for

1 actual litigation costs incurred of \$30,035.16, to be paid by Defendant to Class Counsel out of
2 the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be
3 paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall
4 not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
5 incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members.
6 Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or
7 disbursements incurred by Plaintiffs or Class Members in connection with or related in any
8 manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Class
9 Claims and Released PAGA Claims.

10 a. The Court has an independent right and responsibility to review the Class Counsel
11 Fees Payment and only award so much as it determines reasonable. (See
12 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
13 127-128.) The Class Counsel Fees Payment of \$210,000 is thirty-five percent
14 (35%) of the common fund created for the benefit of the Class and is supported by
15 use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.*
16 (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk
17 undertaken, novel and difficult nature of this litigation, skills required, percentage
18 fees award in previous and other cases, and contingent fees charged in the
19 marketplace, the Court finds the Class Counsel Fees Payment is consistent with
20 the marketplace, is reasonable, and is approved.

21 b. The Court reviewed the declarations of Douglas Han and Joseph M. Szilagyi
22 regarding the costs expended in prosecuting this case. Under the terms of the
23 Settlement, Class Counsel may seek reimbursement of up to \$35,000 in litigation
24 costs. The Court finds Class Counsel collectively expended \$30,035.16 in
25 litigation costs, and such costs were reasonable. Thus, the Court approves the
26 payment of the Class Counsel Litigation Expenses Payment of \$30,035.16 from
27 the common fund for the reimbursement of Class Counsel's litigation costs.

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1 12. Administration Expenses Payment. The Court finds Administration Expenses
2 Payment of \$10,000, to be paid by Defendant to the Administrator out of the Gross Settlement
3 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
4 pursuant to terms and provisions set forth in the Settlement Agreement.

5 a. The Court reviewed the declaration of Kaylie O'Connor from CPT Group, Inc.,
6 the Court-approved Administrator. The Court finds notice was provided to the
7 Class pursuant to the Preliminary Approval Order, constitutes the best practicable
8 notice to the Class, and satisfied due process. Therefore, the Court approves the
9 payment of the Administration Expenses Payment of \$10,000 for the
10 Administrator's services in administering the Settlement.

11 13. PAGA Penalties. The Court finds the PAGA Penalties of \$60,000, seventy-five
12 percent (75%) of which (\$45,000) will be paid to the California Labor and Workforce
13 Development Agency out of the Gross Settlement Amount and twenty-five percent (25%) of
14 which (\$15,000) shall be paid to the Aggrieved Employees, on a pro rata basis, to be reasonable
15 and appropriate. The PAGA Penalties is to be paid pursuant to the terms and provisions set forth
16 in the Settlement Agreement.

17 14. Funding the Settlement. Defendant shall fund the Gross Settlement Amount by
18 transmitting the funds to the Administrator no later than the Effective Date. Within fourteen (14)
19 calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will
20 mail checks to the appropriate entities and persons.

21 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
22 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the
23 Settlement was the product of arm's-length negotiations following extensive litigation,
24 discovery, and exchange of documentation. The negotiations were facilitated with the aid of Eve
25 Wagner, an experienced and well-respected mediator.

26 a. The fairness of the Settlement is demonstrated by there being no objections to and
27 only (1) request for exclusion from the Settlement.

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b. The fairness of the Settlement is further illustrated by the gross *average* Individual Class Payment being approximately \$791.69, and the gross *highest* Individual Class Payment being about \$2,716.64.

16. Uncashed Checks. Individual Class Payment checks that are not negotiated within one hundred eighty (180) calendar days after the date they are mailed shall be canceled and transmitted to the *cy pres* recipient California Rural Legal Assistance.

17. Modification of Agreement. The Participating Class Members are hereby authorized to agree to and adopt amendments to or modifications of the Agreement by an express written instrument signed by all Parties or their representatives and approved by the Court. Such amendments or modifications shall be consistent with this Order and Judgment and cannot limit the rights of Participating Class Members under the Agreement.

18. Final Accounting and Compliance. The Court sets a compliance hearing for November 15, 2024 ^{8:30 am} in Department 44. Within five (5) court days before this hearing, Plaintiffs shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the total amount paid to Participating Class Members and the residual of the unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds in the Settlement Agreement.

19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment. This Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment, and for any other necessary purpose, including, without limitation:

- a. enforcing the terms and provisions of the Settlement and resolving any disputes, claims, or causes of action in this lawsuit that, in whole or in part, are related to or arise out of the Settlement or this Order and Judgment;
- b. entering such additional orders as may be necessary or appropriate to protect or effectuate this Order and Judgment approving the Settlement, and permanently enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure the fair and orderly administration of the Settlement; and

1 c. entering any other necessary or appropriate orders to protect and effectuate this
2 Court's retention of continuing jurisdiction.

3 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
4 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
5 GRANTED. The Administrator is directed to carry out the terms of the Settlement forthwith.

6 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
7 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
8 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
9 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
10 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
11 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
12 THE JUDGMENT THEREON.

13 IT IS SO ORDERED.

14
15 DATED: 03/11/2024



HONORABLE MICHAEL J. JURKOVICH
SUPERIOR COURT JUDGE

The electronic signature and seal on
this document have the same validity
and legal force and effect as an original
signature and court seal. California
Government Code §68150(g).

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103 and my electronic service address is hdonnelly@justicelawcorp.com.

On March 12, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Mata, et al. v. Golden Valley Grape Juice and Wine LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-812055-20**
Court Case No.: MCV084386 (Consolidated with Case No. MCV084788)
Madera County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

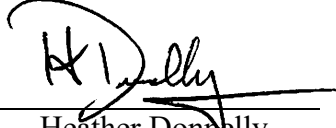
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 12, 2024, at Pasadena, California.



Heather Donnelly