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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

JESUS ASCENCIO CERILLO, an individual,
on behalf of himself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

NISSEN VINEYARD SERVICES, INC., a
California Corporation; and DOES 1 TO 50,

Defendants.

Case Number: 23CV000923

CPS
**[Proposed] Order Granting Motion for
Approval of PAGA Settlement and Entry of
Judgment**

FILED

JUN 10 2025

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

[PROPOSED] ORDER AND JUDGMENT

This matter came before the Court on June 10, 2025, at 8:30 a.m., in the above-entitled court on Plaintiff Jesus Ascencio Cerillo's ("Plaintiff") *Motion for Approval of Settlement Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA")* (the "Motion"), which seeks approval of the *PAGA Settlement Agreement* ("Settlement Agreement") entered into between Plaintiff, acting in his capacity as a private attorney general for the State of California, and Defendant Nissen Vineyard Services, Inc. ("Defendant"). Having considered the Parties' submissions, and all legal authorities and documents submitted in support thereof, including the Settlement Agreement, and good cause appearing, Plaintiffs' motion is **GRANTED**, subject to the following findings and orders:

1. Except as otherwise defined in this order and judgment, all terms used herein shall have the same meaning as defined in the Motion and/or the Settlement Agreement.

2. Pursuant to PAGA and Labor Code section 2699, subdivision (s)(2), the Court approves the Settlement Agreement and Gross Settlement Amount of \$175,000.00 and finds that it is fair and reasonable and furthers PAGA's objectives. The Court finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery being provided as part of the Settlement Agreement and recognizes the significant value accorded to the Aggrieved Employees and the State of California. The Court confirms approval of the Settlement Agreement as to the Aggrieved Employees and the State of California.

3. The Court further finds that notice of the Settlement Amount has been provided to the California Labor Workforce and Development Agency ("LWDA") as required by PAGA and Labor Code section 2699, subdivision (s)(2). Plaintiff and Defendant are directed to perform in accordance

1 with the terms set forth in the Settlement Agreement, and specifically Defendant shall make the
2 payments to the third-party administrator listed below (Simpluris, Inc.) to be distributed to the LWDA,
3 the Aggrieved Employees and Plaintiff's counsel as provided for and in the respective amounts set
4 forth in the Settlement and below.

5 4. Defendant shall pay the "Aggrieved Employees," as that term is defined in the
6 Settlement Agreement, pursuant to the procedure described in the Settlement Agreement. No later than
7 15 calendar days from this order, Defendant shall provide the Settlement Administrator with a list of
8 all Aggrieved Employees, containing the following information for each Aggrieved Employee: (i) their
9 name; (ii) last known home address; (iii) number of pay periods worked; and (iv) social security
10 number. No later than 14 calendar days from the Effective Date, as that term is defined in the Settlement
11 Agreement, Defendant shall remit the Gross Settlement Amount to the Settlement Administrator. No
12 later than 14 calendar days from the date on which Defendant remit the Gross Settlement Amount to
13 the Settlement Administrator, the Settlement Administrator shall issue all payments required by the
14 Settlement Agreement.

15 5. The Court hereby confirms Jonathan Melmed, Kyle D. Smith, and Jaqueline Antillón
16 of Melmed Law Group P.C. as PAGA counsel. The Court approves payment of \$58,333.33 in
17 attorneys' fees and \$9,726.90 in actual litigation costs to Melmed Law Group, P.C. to be paid from the
18 Gross Settlement Amount, both of which the Court finds to be fair and reasonable. The Court authorizes
19 the Settlement Administrator to make these payments, in accordance with the terms of the Settlement
20 Agreement.

21 6. The Court approves the appointment of Simpluris, Inc. as Settlement Administrator in
22 this matter and approves settlement administration costs of \$3,500.00, as well as the disbursement
23 procedures and those for uncashed and undeliverable checks as laid out in the Settlement Agreement.

24 7. The court finds that the LWDA payment of approximately \$71,954.83 as its share of
25 the settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement
26 Administrator to pay the LWDA payment, in accordance with the terms of the Settlement Agreement.

27 8. The Court finds that the Aggrieved Employees' collective share of the settlement of
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1 civil penalties in the amount of approximately \$23,984.94 is fair and reasonable. The Court authorizes
2 the Settlement Administrator to pay the individual Aggrieved Employees' share of the Net Settlement
3 Amount in accordance with the terms of the Settlement Agreement.

4 9. Upon entry of judgment, Plaintiff, the State of California on whose behalf Plaintiff has
5 brought the litigation, and all the Aggrieved Employees, will be forever barred from pursuing against
6 Defendant and the Released Parties any and all claims for civil penalties under PAGA arising during
7 the PAGA Period as provided by the Settlement Agreement. The claims released by the Settlement
8 Agreement include all claims pursuant to Labor Code sections PAGA Period, including claims
9 violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 256,
10 510, 512, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and IWC Wage
11 Orders 1-2001, 4-2001, 8-2001, 13-2001, and/or 14-2001. The Aggrieved Employees, other than
12 Plaintiff, will not be deemed to have released any individual, non-PAGA claims by virtue of this
13 approval of the Settlement Agreement.

14 10. Without affecting the finality of the judgment, the Court shall retain exclusive and
15 continuing jurisdiction over the above-captioned action and the Parties for purposes of enforcing the
16 terms of the judgment and the Settlement Agreement.

17 11. Neither this order and judgment, the Settlement Agreement, any document referred to
18 herein, any exhibit to any document referred to herein, any action taken to carry out the Settlement
19 Agreement, nor any negotiations or proceedings related to the Settlement Agreement, are to be
20 construed as, or deemed to be evidence of, or an admission or concession with regard to, the denials or
21 defenses of Defendant (or any settling party), and shall not be offered in evidence in any proceedings
22 against the Parties hereto in any court, administrative agency, or other tribunal for any purposes
23 whatsoever other than to enforce the provisions of this judgement.

24 12. Neither this judgment, the Settlement Agreement, any document referred to herein, any
25 exhibit to any documents referred to herein, any action taken to carry out the Settlement Agreement,
26 nor any negotiations or proceedings related to the Settlement shall have any collateral estoppel or other
27 preclusive effect on Defendant, provided, however, that the Released Parties can use this judgement to
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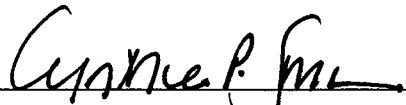
1 enforce the release and extinguishment of the Released Claims as set forth above and in the Settlement
2 Agreement.

3 13. On or before 210 days after issuance of the settlement checks (which is 30 days after
4 they are no longer valid if not cashed), Plaintiff shall submit a declaration from the Settlement
5 Administrator, confirming the amounts paid to Aggrieved Employees and the other amounts distributed
6 under the Settlement Agreement (including to the LWDA and Plaintiff's counsel), and the amounts
7 tendered to the State of California Unclaimed Wage or Property Fund.

8 14. The Court enters final judgment in accordance with the terms of the Settlement
9 Agreement and this order.

10 **IT IS SO ORDERED.**

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12 Dated: 6/10/25

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14 ~~Hon. Joseph J. Selga~~ CYNTHIA P. SMITH
15 Judge of the Superior Court, County of Napa
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