

Electronically Submitted on 02/21/24 10:32 AM

1 DOUGLAS HAN (SBN 232858)  
2 SHUNT TATAVOS-GHARAJEH (SBN 272164)  
3 JASON ROTHMAN (SBN 304961)  
4 **JUSTICE LAW CORPORATION**  
5 751 North Fair Oaks Avenue, Suite 101  
6 Pasadena, California 91103  
7 Tel: (818) 230-7502  
8 Fax: (818) 230-7259

9 *Attorneys for Plaintiff Christopher Valles*

10 *[Additional Counsel Located on Next Page]*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF MADERA**

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

15 Plaintiff,

16 v.

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

20 Defendants.

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

24 Plaintiff,

25 v.

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

Defendants.

**FILED**  
Superior Court of California,  
County of Madera  
**03/11/2024**

Adrienne Calip / Clerk of Court  
By: Danyele Cerda, Deputy Clerk

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)  
3 JESSICA L. CAMPBELL (SBN 280626)  
4 JOSEPH M. SZILAGYI (SBN 317450)  
5 **AEGIS LAW FIRM, PC**  
6 9811 Irvine Center Drive, Suite 100  
7 Irvine, California 92618  
8 Telephone: (949) 379-6250  
9 Facsimile: (949) 379-6251

10 *Attorneys for Plaintiff Brian Mata*

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

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

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

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

10 a. constitutes notice reasonably calculated to apprise Class Members of: (i)  
11 pendency of this lawsuit; (ii) material terms and provisions of the Settlement  
12 Agreement and their rights; (iii) their right to object to any aspect of the Settlement  
13 Agreement; (iv) their right to exclude themselves from the Settlement Agreement;  
14 (v) their right to receive settlement payments; (vi) their right to appear at the Final  
15 Approval Hearing; and (vii) binding effect of the orders and judgment in this  
16 lawsuit on all Participating Class Members;

17 b. constitutes notice that fully satisfied the requirements of Code of Civil  
18 Procedure section 382, California Rule of Court 3.769, and due process;

19 c. constitutes the best practicable notice to Class Members under the  
20 circumstances of this lawsuit; and

21 d. constitutes notice reasonable, adequate, and sufficient to Class Members.

22 6. Final Settlement Approval. The terms and provisions of the Settlement  
23 Agreement have been entered into good faith and are the product of arm’s-length negotiations by  
24 experienced counsel who have done a meaningful investigation of the claims. The Settlement  
25 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,  
26

---

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

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

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

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

15 9. Release by Participating Class Members Who Are Not Aggrieved Employees.  
16 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds  
17 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all  
18 Participating Class Members, on behalf of themselves and their respective former and present  
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the  
20 Released Parties from the Released Class Claims.

21 a. Release by Participating and Non-Participating Class Members Who Are  
22 Aggrieved Employees. Effective on the date when Defendant fully funds the  
23 entire Gross Settlement Amount and funds all employer payroll taxes owed on the  
24 Wage Portion of the Individual Class Payments, all Participating and Non-  
25 Participating Class Members, who are Aggrieved Employees, are deemed to  
26 release, on behalf of themselves and their respective former and present  
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns,  
28 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.

28 ///

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.

28 ///

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

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

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

12          18. Final Accounting and Compliance. The Court sets a compliance hearing for  
13          November 15, 2024 ~~in~~ <sup>at</sup> Department 44. Within five (5) court days before this hearing, Plaintiffs  
14          shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the  
15          compliance status report shall specify the total amount paid to Participating Class Members and  
16          the residual of the unclaimed settlement funds that will be paid to the entity identified as the  
17          recipient of such funds in the Settlement Agreement.

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

22               a. enforcing the terms and provisions of the Settlement and resolving any disputes,  
23               claims, or causes of action in this lawsuit that, in whole or in part, are related to or  
24               arise out of the Settlement or this Order and Judgment;

25               b. entering such additional orders as may be necessary or appropriate to protect or  
26               effectuate this Order and Judgment approving the Settlement, and permanently  
27               enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure  
28               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



16 HONORABLE MICHAEL J. JURKOVICH  
17 SUPERIOR COURT JUDGE

18 The electronic signature and seal on  
19 this document have the same validity  
20 and legal force and effect as an original  
21 signature and court seal. California  
22 Government Code §68150(g).  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**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 February 2, 2024, I served the foregoing document described as

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

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows and to the email addresses as follows:

|  |   |
|--|---|
| Michael S. Helsley<br>(mhelsley@wjhattorneys.com)<br>Giulio A. Sanchez<br>(gsanchez@wjhattorneys.com)<br><b>WANGER JONES HELSLEY PC</b><br>265 E. River Circle, Suite 310<br>Fresno, California 93720<br><br><i>Attorney(s) for Defendant Golden Valley<br/>Grape Juice and Wine, LLC</i><br><br><b><u>MAILING ADDRESS:</u></b><br>Post Office Box 28340<br>Fresno, California 93729 | Kashif Haque<br>(khaque@aegislawfirm.com)<br>Samuel A. Wong<br>(swong@aegislawfirm.com)<br>Jessica L. Campbell<br>(jcampbell@aegislawfirm.com)<br>Joseph M. Szilagy<br>(jszilagy@aegislawfirm.com)<br><b>AEGIS LAW FIRM, PC</b><br>9811 Irvine Center Drive, Suite 100<br>Irvine, California 92618<br><br><i>Attorney(s) for Plaintiff Brian Mata</i> |
|--|---|

**[X] BY ELECTRONIC SERVICE**

The above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**[X] BY OVERNIGHT CARRIER**

I placed such documents in a General Logistics Systems (GLS) mailer addressed to the party or parties listed above with delivery fees fully pre-paid for next-business-day General Logistics Systems (GLS) delivery and caused it to be delivered to a General Logistics Systems (GLS) drop-off box before the pickup deadline on the stated date.

///

1 **[X] STATE**

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

4 Executed onn February 2, 2024, at Pasadena, California.

5   
6 \_\_\_\_\_  
7 Heather Donnelly