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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

WILLIAM HALL, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

TERRAVANT WINE COMPANY, LLC, a
California limited liability company;
SUMMERLAND WINE BRANDS, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 20CV03971

Honorable Timothy J. Staffel
Department 3

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES, COSTS,
ENHANCEMENT PAYMENT, AND
SETTLEMENT ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees, Costs, Enhancement Payment, and
Settlement Administration Costs; Declaration of
Plaintiff's Counsel (Edwin Aiwazian); and
Declaration of Plaintiff (William Hall) filed
concurrently herewith]

Date: April 27, 2022
Time: 8:30 a.m.
Department: 3

Complaint Filed: November 20, 2020
Trial Date: None Set

1 This matter has come before the Honorable Timothy J. Staffel in Department 3 of the Superior Court
2 of the State of California, for the County of Santa Barbara, Santa Maria – Cook Division, on April 27, 2022
3 at 8:30 a.m., on Plaintiff William Hall’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act
4 (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees, Costs,
5 Enhancement Payment, and Settlement Administration Costs (“Motion for Approval of Settlement”).
6 Lawyers *for* Justice, PC appeared for Plaintiff and Mullen & Henzell, L.L.P appeared for Defendant
7 Terravant Wine Company, LLC doing business as Summerland Wine Brands (“Defendant”).

8 On February 28, 2022, Plaintiff and Defendant (together, the “Parties”) executed the Private
9 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
10 “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Edwin Aiwarzian and Plaintiff William Hall, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 16 1. The Motion for Approval of Settlement is granted.
- 17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing
20 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).
- 24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action (“Action”).

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1 5. The aggrieved employees covered under the Settlement consist of the following individuals:
2 All persons who worked for Defendant as a non-exempt employee in California from September
3 16, 2019, through the earlier of either the date on which the Court enters this Order or the last
4 date that the total Pay Periods do not exceed 2,454 (“Allegedly Aggrieved Employees”).

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
8 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
9 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
10 Amount shall be the Total Settlement Amount (\$125,000.00) less the approved Attorneys’ Fees and
11 Attorneys’ Costs to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), Enhancement Payment to Plaintiff, and
12 Settlement Administration Costs to Simpluris, Inc. (the “Settlement Administrator”). Seventy-five percent
13 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
14 five percent (25%) of the Net Settlement Amount shall be distributed to the Allegedly Aggrieved Employees
15 (“Allegedly Aggrieved Employees’ PAGA Portion”) in accordance with this Order and Judgment and the
16 Settlement Agreement.

17 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
18 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement
19 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
20 with, this Order and Judgment and the Settlement Agreement.

21 9. The Court approves the payment of \$43,750.00 to Lawyers *for* Justice, PC for attorneys’ fees.
22 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
23 Order and Judgment and the Settlement Agreement.

24 10. The Court approves the payment of \$10,260.93 to Lawyers *for* Justice, PC for reimbursement
25 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
26 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

27 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff William Hall for his
28 Enhancement Payment. This amount shall be paid from the Total Settlement Amount and shall be disbursed
29 in accordance with this Order and Judgment and the Settlement Agreement.

1 12. The Court approves payment up to the amount of \$4,500.00 to Simpluris, Inc. for the
2 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
3 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
5 Judgment and the Settlement Agreement.

6 14. The Court further finds that notice of the Settlement need not be provided to the Allegedly
7 Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1,**”
8 and the Settlement Administrator shall distribute the Cover Letter to the Allegedly Aggrieved Employees at
9 the same time that it distributes their share of the Allegedly Aggrieved Employees’ PAGA Portion
10 (“Individual PAGA Payment”).

11 15. No later than forty-five (45) calendar days after the date the Court enters this Order and
12 Judgment, Defendant shall deposit the Total Settlement Amount into a qualified settlement account
13 established by the Settlement Administrator for administration of the Settlement.

14 16. No later than thirty (30) calendar days after the Court approves the Settlement, Defendant
15 shall provide the Settlement Administrator with the Allegedly Aggrieved Employees List, in accordance
16 with this Order and Judgment and the Settlement Agreement. The Settlement Administrator shall distribute
17 the Individual PAGA Payment checks to Allegedly Aggrieved Employees, payment of seventy-five percent
18 (75%) of the Net Settlement Amount to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and
19 Attorneys’ Costs to Plaintiff’s Counsel, and payment to itself for the Settlement Administration Costs, as
20 provided for by this Order and Judgment and the Settlement Agreement, no later than ten (10) calendar days
21 after the Settlement Administrator’s receipt of the Total Settlement Amount.

22 17. All Individual PAGA Payment checks issued to Allegedly Aggrieved Employees shall
23 remain valid for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Any funds
24 remaining from the cancelled checks shall be distributed by the Settlement Administrator to the California
25 State Controller’s Office Unclaimed Property Division, in the name of that Allegedly Aggrieved Employee
26 and in the amount of his or her respective Individual PAGA Payment.

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1 18. Allegedly Aggrieved Employees shall not have the right to opt out of or object to the
2 Settlement. Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount,
3 Plaintiff, actively and affirmatively, on behalf of himself and the State of California, and each Allegedly
4 Aggrieved Employee shall fully release and forever discharge the Released Parties from the Released
5 Claims. The terms of the Settlement Agreement, and this Order and Judgment, shall be binding on
6 Defendant, Plaintiff, the State of California, and the Allegedly Aggrieved Employees, as well as their heirs,
7 executors and administrators, successors and assigns, and those terms shall have res judicata, collateral
8 estoppel and other preclusive effect in all pending and future claims, lawsuits or other proceedings
9 maintained by or on behalf of any such persons or entities, to the extent those claims, lawsuits or other
10 proceedings constitute Released Claims as set forth in the Settlement Agreement. Upon the occurrence of
11 the Effective Date and full funding of the Total Settlement Amount, the Court also hereby orders that
12 Plaintiff shall be deemed to have released the General Release, as defined in the Settlement Agreement
13 section 4.02.

14 19. “Released Parties” means Defendant Terravant Wine Company, LLC doing business as
15 Summerland Wine Brands and its past or present parents, subsidiaries, affiliates, insurers, related entities and
16 divisions, and their respective predecessors, successors, assigns, and/or officers, directors, employees,
17 partners, agents, insurers, and/or any other individual or entity which could be liable for the acts of omissions
18 of Defendant in connection with the Action.

19 20. “Released Claims” means any and all claims asserted in the Action or any other claims that
20 could have been asserted in the Action, under PAGA, including, without limitation, by Plaintiff and any and
21 all Allegedly Aggrieved Employees, based on the facts alleged, arising during the PAGA Period, including
22 but not limited to any and all claims for PAGA penalties for the failure to provide complaint meal and rest
23 periods and associated premiums; the failure to provide unpaid wages, including minimum wages, regular
24 wages, overtime and double time wages; the failure to timely pay wages during employment and upon
25 termination; the failure to keep complete and accurate payroll records; the failure to provide complete and
26 accurate wage statements; the failure to reimburse for necessary business-related expenses and costs, in
27 violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d),
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1 1194, 1197, 1197.1, 1198, 2800 and 2802, as well as Industrial Welfare Commission Wage Orders Nos. 4-
2 2001, 7-2001, 8-2001, 13-2001, and 14-2001.

3 21. No individualized notice of this Order and Judgment is required to be provided to the
4 Allegedly Aggrieved Employees. Plaintiff is directed to submit a copy of this Order and Judgment to the
5 LWDA through the online system established for the filing of notices and documents, in conformity with
6 California Labor Code § 2699(1)(3).

7 22. Upon entry of this Order and Judgment, the Court hereby enters judgment, with prejudice,
8 for the reasons described above and in accordance with the terms of the Settlement Agreement. Except as
9 otherwise provided in the Settlement Agreement, all parties shall bear their own attorneys' fees, costs, and
10 expenses incurred by them in or arising out of the lawsuit and shall not seek reimbursement thereof from
11 the Released Parties.

12 23. Neither this Order and Judgment nor the Settlement Agreement (or any other document
13 referred to herein, or any action taken to carry out this Order and Judgment) is, may be construed as, or may
14 be used as, an admission of liability or fault by Defendant or the Released Parties, or a finding as to the
15 validity of any claims in the Action or of any wrongdoing or violation of law that is otherwise alleged, or
16 could have been alleged, against Defendant or the Released Parties. The Settlement Agreement is not a
17 concession by the Parties and, to the extent permitted by law, neither the Settlement Agreement nor this
18 Order and Judgment, nor any of their terms or provisions, nor any of the negotiations or proceedings
19 connected with them, shall be offered as evidence or received in evidence in any pending or future civil,
20 criminal, or administrative action or proceeding to establish any liability of, or admission by the Released
21 Parties. Notwithstanding the foregoing, nothing in this Order and Judgment shall be interpreted as
22 prohibiting the use of this Order and Judgment in a proceeding to consummate or enforce the Settlement
23 Agreement, or the use of this Order and Judgment to defend against the assertion of claims in any other
24 proceeding, or as otherwise required by law. This Order and Judgment and the Settlement Agreement may
25 be filed in any action by Defendant or the Released Parties to support a defense of res judicata, collateral
26 estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other
27 theory of claim preclusion, issue preclusion or similar defense or counterclaim.
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1 Date: _____

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3 Honorable Timothy J. Staffel
4 Judge of the Santa Barbara Superior Court
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EXHIBIT 1

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: Settlement Payment From *William Hall v. Terravant Wine Company, LLC, et al.*

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *William Hall v. Terravant Wine Company, LLC, et al.*, Santa Barbara County Superior Court, Case No. 20CV03971 (the “Action”).

The Action was filed against Terravant Wine Company, LLC doing business as Summerland Wine Brands (“Terravant”) under the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”). The claim was brought by William Hall (“Plaintiff”), a former employee of Terravant, on behalf of the State of California and all persons who worked for Defendant as a non-exempt employee in California during the PAGA Period (“Allegedly Aggrieved Employees”). The period September 16, 2019 to [the earlier of either the date on which the Court of enters the Approval Order or the last date that the total Pay Periods do not exceed 2,454] is the “PAGA Period.” You have been identified as an Allegedly Aggrieved Employee.

Terravant denies that it has done anything wrong. Terravant denies all such allegations and maintains that its policies and practices were lawful at all times. The Court has not ruled on the merits of the lawsuit, but on <<Date>> it has approved the settlement the parties reached. The settlement constitutes a compromise of the Released Claims and should not be construed as an admission of liability on the part of Terravant, which expressly denies all liability. By law, a portion of the civil penalties recovered goes to the State of California and a portion goes to the Allegedly Aggrieved Employees.

Enclosed is a check for your share of the settlement (i.e., Individual PAGA Payment). Your Individual PAGA Payment check will remain valid for 180 days from the date of issuance, and thereafter, will be cancelled. Funds from the cancelled check will be transmitted to the California State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual PAGA Payment. Your Individual PAGA Payment is based on the total number of pay periods that you were employed by Terravant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement, and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, upon <<Effective Date>> and full funding of the Total Settlement Amount, Plaintiff, actively and affirmatively, on behalf of himself and the State of California, and each Allegedly Aggrieved Employee, shall fully release and forever discharge the Released Parties from the Released Claims. You are not a party to this lawsuit, but you and the State are bound by the judgment.

“Released Claims” means any and all claims asserted in the Action or any other claims that could have been raised or asserted in the Action, under PAGA, including, without limitation, by Plaintiff and any and all Allegedly Aggrieved Employees, based on the facts alleged, arising during the PAGA Period, including but not limited to any and all claims for PAGA penalties for the failure to provide complaint meal and rest periods and associated premiums; the failure to provide unpaid wages, including minimum wages, regular wages, overtime and double time wages; the failure to timely pay wages during employment and upon termination; the failure to keep complete and accurate payroll records; the failure to provide complete and accurate wage statements; the failure to reimburse for necessary business-related expenses and costs, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, as well as Industrial Welfare Commission Wage Orders Nos. 4-2001, 7-2001, 8-2001, 13-2001, and 14-2001.

“Released Parties” means Defendant Terravant Wine Company, LLC doing business as Summerland Wine Brands and its past or present parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective predecessors, successors, assigns, and/or any officers, directors, employees, partners, agents, insurers, and/or any other individual or entity which could be liable for the acts of omissions of Defendant in connection with the Action

Do not call or write the Court to ask questions about the settlement. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number] or Plaintiff's Counsel, Edwin Aiwazian, 410 Arden Avenue, Suite 203, Glendale, California 91203, (818) 265-1020.