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Attorneys for Plaintiff

**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

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S 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**

[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
(William Hall); and [Proposed] Order and
Judgment filed concurrently herewith]

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

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

**DECLARATION OF EDWIN AIWAZIAN IN SUPPORT OF PLAINTIFF'S 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 EDWIN AIWAZIAN

I, Edwin Aiwazian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff William Hall (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal education and training in dispute resolution and negotiation from the *Straus Institute for Dispute Resolution* as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the *Los Angeles County Superior Court*. In October of 2000, I obtained a Litigation Paralegal Certificate from *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately August 2004 to approximately August 2008, I was employed by *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on massive class actions and other
2 complex cases involving toxic torts and products liability. In addition, I gained substantial
3 experience on cases involving insurance bad faith, premises liability, and medical negligence.
4 While employed by *Girardi & Keese*, I argued approximately 100 motions, took or defended
5 approximately 150 depositions, and prepared dozens of expert witnesses for deposition and/or
6 trial.

7 6. Since its inception in or around October of 2008, our firm has almost exclusively
8 focused on the prosecution of consumer and employment representative and class actions,
9 involving wage-and-hour claims, race discrimination, unfair business practices or consumer
10 fraud. Currently, we are the attorneys of record in over a dozen employment-related putative
11 class actions and representative actions in both state and federal courts in the State of California.
12 Our firm has successfully litigated cases involving the executive, administrative, and other
13 overtime exemptions to the State of California and federal overtime compensation requirements.
14 During this relatively short time, in association with other law firms, we have recovered millions
15 of dollars on behalf of thousands of individuals in California.

16 **EXAMPLES OF REPRESENTATIVE AND CLASS ACTION RESULTS**

17 7. What follows are just a few examples of the type of results we have achieved on
18 behalf of our clients:

19 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
20 hour class and Private Attorneys General Act (“PAGA”) representative action against a major
21 property management company involving allegations of misclassification of various “manager”
22 positions. On September 20, 2010, the court granted final approval of the class and PAGA
23 representative action settlement. The Los Angeles County Superior Court Case Number is
24 BC400414.

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b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) Our firm represented the plaintiffs in a wage-and-hour class action involving allegations of misclassification of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

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g) Our firm, in association with co-counsel, represented the plaintiff in a wage-and-hour class action involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) Our firm, in association with co-counsel, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) Our firm, in association with co-counsel, represented the plaintiff in a wage-and-hour class action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior Court Case Number is BC474784.

j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4794.

k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the “Department Manager” position. On August 12, 2016, the

1 court granted the plaintiffs' motion for class certification in part and certified a class. The
2 Alameda County Superior Court Case Number is RG13680477.

3 m) Our firm represented the plaintiff in a PAGA representative action, against a real
4 estate and property management company, on behalf of non-exempt employees. On November
5 4, 2016, the court granted approval of the settlement. The Orange County Superior Court Case
6 Number is 30-2015-00775439-CU-OE-CXC.

7 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
8 hour class and PAGA representative action against a full-service bank, on behalf of non-exempt
9 employees. On November 18, 2016, the court granted final approval of the class and PAGA
10 representative action settlement. The San Francisco County Superior Court Case Number is
11 CJC-13-004839.

12 o) Our firm represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a food service distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to, a
18 motion to compel arbitration, which resulted in a published opinion by the California Court of
19 Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th
20 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme Court Docket
21 No. 17-254).

22 q) Our firm represented the plaintiff in a PAGA representative action, against a real
23 estate and property management company, on behalf of salaried property-level community
24 managers. On April 4, 2017, the Court granted approval of the PAGA representative action
25 settlement. The San Diego County Superior Court Case Number is 37-2015-00010726-CU-OE-
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1 x) Our firm, in association with co-counsel, represented the plaintiffs in a wage-and-
2 hour class and representative action against a company that operates business centers. On
3 February 15, 2018, the court granted final approval of the class and representative action
4 settlement. The Los Angeles County Superior Court Case Number is BC498401.

5 y) Our firm, in association with co-counsel, represented the plaintiff in a wage-and-
6 hour class action against a container manufacturer, on behalf of non-exempt employees. On
7 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
8 County Superior Court Case Number is VCU264528.

9 z) Our firm represented the plaintiffs in a wage-and-hour class and representative
10 action against a behavioral health service provider on behalf of non-exempt employees. On
11 November 13, 2018, the court granted final approval of the class and representative action
12 settlement. The Alameda County Superior Court Case Number is RG16811450.

13 aa) Our firm, in association with co-counsel, represented the plaintiff in a PAGA
14 representative action, against a global provider of products and services in the energy industry,
15 on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted
16 approval of the PAGA representative action settlement. The Kern County Superior Court Case
17 Number is S-1500-CV-280215-SDC.

18 bb) Our firm represented the plaintiff in a wage-and-hour class action against a
19 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
20 the plaintiff's motion for class certification and certified a class. The Santa Clara County
21 Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding
22 Number is JCCP 4886.

23 cc) Our firm, in association with other counsel, on behalf of the plaintiff and
24 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
25 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
26 notable decision from the California Supreme Court clarifying the law and finding, in part, that
27 employer arbitration agreements are unenforceable where they block a PAGA claim from
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proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

dd) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is JCCP 4921.

ee) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class, the court certified a class. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

ff) Our firm represented the plaintiff in a wage-and-hour class and representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

gg) Our firm, in association with other counsel, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

hh) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Number is RICJCCP4930.

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8. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff William Hall, for himself and on behalf of the State of California and other aggrieved employees pursuant to the PAGA, and Defendant Terraviva Wine Company, LLC doing business as Summerland Wine Brands (“Defendant”). The parties have also drafted and agreed to the form and content of the proposed Cover Letter (“Cover Letter”) for mailing to Allegedly Aggrieved Employees when Individual PAGA Payments are distributed to them, in substantially the form attached as “EXHIBIT 1” to the [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. Plaintiff's Counsel also respectfully requests that the Court approve the proposed Cover Letter.

9. The Allegedly Aggrieved Employees covered by the Settlement consist of the following individuals: all persons who worked for Defendant as a non-exempt employee in California during the PAGA Period ("Allegedly Aggrieved Employees"). The "PAGA Period" is defined as the time period from September 16, 2019, through the earlier of either the date on which the Court enters the Approval Order or the last date that the total Pay Periods do not exceed 2,454. Defendant has represented that, as of February 2022, there are approximately seventy-six (76) Allegedly Aggrieved Employees.

10. It should also be noted that Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on September 16, 2020, sent by U.S. Certified Mail. The LWDA did not respond to the letter that was sent on behalf of Plaintiff.

11. The effectiveness of Plaintiff's Counsel, Lawyers for Justice PC, in prosecuting this case has translated into the recovery of a substantial sum of monetary benefits for Plaintiff, Allegedly Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements of this type; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

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12. After engaging in extensive formal and informal discovery, the parties participated in settlement negotiations to try to resolve the lawsuit. These efforts included participating in a full-day mediation on December 7, 2021, conducted by Henry Bongiovi, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the parties reached the Settlement described herein. During mediation, the parties discussed all aspects of the case, including the risks and delays of further litigation, the risks to the parties of proceeding with trial, possible arbitration proceedings, the law relating to representative PAGA actions, off-the-clock theory, wage-and-hour enforcement, and arbitration agreements, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

13. Both sides used the pre-mediation time period to investigate the veracity, strength, and scope of the PAGA claims. The documents and data that were reviewed and analyzed by Plaintiff's Counsel included, and was not limited to, the employment records of Plaintiff, employees' time and pay data, Defendant's Employment Agreement, job descriptions, internal memorandum, termination checklist, various agreements and acknowledgments (such as, Defendant's Agreement to Arbitrate Disputes and Agreement and Acknowledgement of Employee Handbook), forms (such as, Defendant's Employee Performance Review Form and Employee Warning Notice Form), and Defendant's operations, practices, policies (such as, Defendant's Headphone and Cell Phone Policy, Attendance policy, Meal & Rest Periods policy, Overtime – (Non-Exempt Employees Only) policy, Dress Code Policy, Car Allowance & Gas Policy, Travel, Entertainment, Business Meals, and Related Expenses Policy, and Working "Off-the-Clock" Policy) and procedures, among other documents. Counsel for the parties undertook significant investigation, and also invested time reviewing and analyzing relevant documents and data to evaluate Plaintiff's claims, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the mediation

and settlement, among other issues; participating in case strategy and analysis; drafting, reviewing, and revising the mediation brief; and preparing for the mediation and settlement negotiations. Counsel for the parties have further invested time to research the applicable law, which is constantly evolving as it relates to representative PAGA actions, off-the-clock theory, wage-and-hour enforcement, and arbitration agreements, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

14. The "Total Settlement Amount" means the amount of \$125,000.00 that Defendant will pay under the Settlement. The Settlement Agreement provides that the "Net Settlement Amount" will be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees in the amount of \$43,750.00 for attorneys' fees and Attorneys' Costs in the amount up to \$13,000.00 for reimbursement of litigation costs and expenses to Plaintiff's Counsel; (2) Enhancement Payment of \$7,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$4,500.00 to the Settlement Administrator. Assuming that the Attorneys' Fees, Attorneys' Costs, Enhancement Payment, and Settlement Administration Costs, are approved by the Court in these amounts, the Net Settlement Amount is estimated to be approximately \$56,250.00. However, Plaintiff's Counsel only seeks \$10,260.93 for reimbursement of litigation costs and expenses, so the Net Settlement Amount is currently estimated to be \$58,989.07. The Net Settlement Amount will be distributed to the LWDA and the Allegedly Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$44,241.80 ("LWDA Payment"), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$14,747.27 ("Allegedly Aggrieved Employees' PAGA Portion"), will be distributed to the Allegedly Aggrieved Employees on a *pro rata* basis, based on the number of pay periods each Allegedly Aggrieved Employee was employed during the PAGA Period ("Pay Periods"). The parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement Administrator") to handle the administration of the Settlement, and the parties respectfully request that this Court appoint Simpluris to serve as the Settlement Administrator. The

Settlement Administration Costs are estimated not to exceed \$4,500.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

15. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claims have merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff faced the risk that the Court may determine that the PAGA claims require individualized inquiries that would render adjudication of the PAGA claims unmanageable or at odds with Defendant's right to due process.

16. Plaintiff and his counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claims, Plaintiff would have to prove the underlying violations of the California Labor Code and demonstrate that the Allegedly Aggrieved Employees suffered. Plaintiff's core allegation is that Defendant has violated the California Labor Code by failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

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1 17. From the inception of this litigation, Defendant indicated that it would
2 aggressively litigate this case and contended that it would ultimately succeed in the action.
3 Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued
4 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
5 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
6 policy and systematic scheme of wage abuse against its hourly-paid or non-exempt employees,
7 and that they had, and continue to have, legally-compliant employment policies and practices
8 throughout the time period at issue. Defendant denies that it ever violated any provision of the
9 California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is
10 appropriate for representative treatment for any purpose other than the Settlement.

11 18. Importantly, Defendant also contended that the claims of other Allegedly
12 Aggrieved Employees whom Plaintiff seeks to represent are subject to enforceable agreements to
13 arbitrate disputes arising from their employment. Defendant contended that the arbitration
14 agreements could effectively be used to require Allegedly Aggrieved Employees to arbitrate their
15 individual claims on which the PAGA claims are predicated, and that the California Supreme
16 Court's decision in *Iskanian v. CLS Transportation* and the U.S. Supreme court's decision in
17 *Epic Systems Corp. v. Lewis* could be read to thwart the ability to obtain victim-specific relief on
18 behalf of a group of employees by way of Court action. Although the parties disagreed on
19 whether or not the arbitration agreements are enforceable and their impact, what was clear was
20 the uncertain state of the law and inconsistent applications of existing law by state and federal
21 courts throughout the California.

22 19. Even if Defendant failed on its defenses, Plaintiff would inevitably face other
23 challenges in court. For example, Defendant challenged Plaintiff's standing as an aggrieved
24 employee and denied that any of Defendant's other employees whom Plaintiff seeks to represent
25 are aggrieved. Aside from challenges relating to standing, Defendant would have likely sought
26 bifurcation of discovery and/or trial of the PAGA claims — multiple courts have taken such an
27 approach, for example, limiting discovery or trial of the issues to Plaintiff. Defendant also
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1 contended that an important feature of the PAGA statute is that a court has discretion to reduce
2 the penalties to be assessed against the employer pursuant to California Labor Code section
3 2699(e)(1)-(2). Defendant denied and continues to deny that it ever violated any provision of the
4 California Labor Code. Assuming, *arguendo*, that any violations occurred, Defendant argued the
5 violations would not be viewed as subsequent violations giving rise to heightened penalties.
6 Defendant also argued that the Court was unlikely to assess cumulative penalties for the
7 maximum number of possible, separate California Labor Code violations, because it would be
8 unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be
9 regulated by multiple provisions of the California Labor Code that are interrelated and work in
10 tandem.

11 20. The parties had the opportunity to review documents and data regarding
12 Plaintiff's and Allegedly Aggrieved Employees' employment with Defendant, including, and not
13 limited to, Plaintiff's employment records, as well as information regarding Defendant's
14 operations and employment policies, practices, and procedures, in an effort to determine the
15 potential value and strength of the PAGA claims. Counsel for the parties invested time
16 reviewing and analyzing the relevant documents and data, and this information made it possible
17 to calculate the potential value of the PAGA claims. Accordingly, the parties have conducted
18 sufficient investigation and review of information to be sufficiently apprised of the nature and
19 extent of the claims asserted in this lawsuit, and to enable both sides to fully evaluate the
20 Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the
21 settlement negotiations and the recommendations of the mediator, Henry Bongiovi, Esq., who is
22 highly experienced in mediating complex labor and employment matters. The parties have
23 agreed that this case is well-suited for settlement given the legal issues relating to the PAGA
24 claims, as well as the costs and risks to both sides that would attend further litigation. The
25 Settlement takes into account the strengths and weaknesses of each side's position and the
26 uncertainty of how the case might have concluded as litigation continued, at trial, in arbitration
27 proceedings, and/or appeals.

21. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$43,750.00, which represents thirty-five percent (35%) of the Total Settlement Amount, as provided by the Settlement Agreement. This percentage award is commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the action; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved for the Plaintiff, the State of California, and Allegedly Aggrieved Employees; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this matter.

22. Plaintiff's Counsel has spent a total of **312.10 hours** to obtain a recovery on behalf of Plaintiff, the State of California, and the Allegedly Aggrieved Employees. Attached hereto as "**EXHIBIT 2**" is an Attorney Task and Time Chart that sets forth in detail the breakdown of time for the requisite tasks performed by Plaintiff's Counsel. These hours include work done by myself and several of the firm's other members.

23. Although a percentage of the fund based on the contingent fee agreed to by Plaintiff is proper for such a settlement, it should be noted that the requested attorneys' fees award is also justified under a simple lodestar analysis. In this instance, based on the hours worked on this matter, and utilizing a reasonable blended hourly rate of \$500, the total base lodestar of fees for work performed by Plaintiff's Counsel is \$156,050.00.

24. The work performed in this particular case, the background of our firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation at the rate of at least \$500 for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$500 per hour for legal services performed, by courts granting final approval in other cases: final approval of the class and representative action settlement *in Maryjo*

1 *Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No.
2 2020582) was granted on May 15, 2018, and the award of attorney's fees involved a higher
3 hourly rate of \$780.77; final approval of the class and representative action settlement in
4 *Rebekah Perez, et al. v. Nestlé USA, Inc., et al.* (Alameda County Superior Court Case No.
5 RG15773654) was granted on August 18, 2017; final approval of the class and representative
6 action settlement in *Elizabeth Ortiz, et al. v. Ghirardelli Chocolate Company* (Alameda County
7 Superior Court Case No. RG15764300) was granted on July 19, 2017, and the award of
8 attorneys' fees involved a higher hourly rate of \$575; final approval of the class and
9 representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento
10 County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the
11 award of attorneys' fees involved a higher hourly rate of \$845.64; final approval of the class and
12 representative action settlement in *Mark Aceves v. Cambro Manufacturing Company* (Orange
13 County Superior Court Case No. 30-2015-00810013-CU-OE-CXC) was granted on April 14,
14 2017; final approval of the class and representative action settlement in *East West Bank Wage*
15 *and Hour Cases* (San Francisco County Superior Court Case No. CJC-13-004839) was granted
16 on November 18, 2016; approval of the Private Attorneys General Act settlement in *Tatiana*
17 *Kemp v. The Irvine Company Apartment Communities, Inc.* (Orange County Superior Court Case
18 No. 30-2015-00775439) was granted on November 4, 2016; and final approval of the class and
19 representative action settlement in *Kevin Coonce v. Ferguson Enterprises, Inc.* (Sacramento
20 County Superior Court Case No. 34-2021-00136285) was granted on May 22, 2014, and the
21 award of attorneys' fees involved a higher hourly rate of \$625.

22 25. The Settlement Agreement provides for reimbursement of litigation costs and
23 expenses in an amount up to \$13,000.00. Plaintiff's Counsel only seeks the amount of
24 \$10,260.93 for the expenses and costs which were incurred, as reflected in the Case Cost Detail
25 attached hereto as "EXHIBIT 3." It should be noted that Plaintiff's Counsel has borne all of the
26 risks and costs of litigation to date and will not receive any compensation until a recovery is
27 obtained. This amount was reasonable and necessary in the prosecution of this matter, and is less
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1 than the maximum amount allocated under the Settlement Agreement. The cost savings of
2 \$2,739.07 will be part of the Net Settlement Amount, which will be distributed to the LWDA
3 and Allegedly Aggrieved Employees. Plaintiff's Counsel requests that the Court award
4 reimbursement of litigation costs and expenses in the amount of \$10,260.93. Plaintiff's Counsel
5 litigated this case for over a year, with the very real possibility of an unsuccessful outcome and
6 no fee recovery of any kind.

7 26. Plaintiff's Counsel respectfully requests that the Court approve an Enhancement
8 Payment to Plaintiff in the amount of \$7,500.00 to be paid out of the Total Settlement Amount.
9 The proposed Enhancement Payment is fair and appropriate. By initiating and pursuing this
10 matter, Plaintiff stepped into the shoes of the State of California and undertook the
11 responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount
12 of time and effort gathering and producing relevant documents and information, providing the
13 facts and evidence necessary to attempt to prove the allegations, speaking with other Allegedly
14 Aggrieved Employees about the case, and discussing his employment with his counsel. Plaintiff
15 was available whenever his counsel needed him and actively tried to obtain information that
16 would benefit the prosecution of the action. Accordingly, it is appropriate and just for Plaintiff
17 to receive an Enhancement Payment, in addition to the Individual PAGA Payment he will
18 receive as an Allegedly Aggrieved Employee, for his services on behalf of the State of California
19 and other Allegedly Aggrieved Employees.

20 27. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
21 statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable,
22 and adequate, and in the best interests of the State of California and other Allegedly Aggrieved
23 Employees given the substantial monetary benefits provided for by the Settlement, the strengths
24 and weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated
25 with continued litigation.

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

3 Executed this 5th day of April 2022, at Glendale, California.

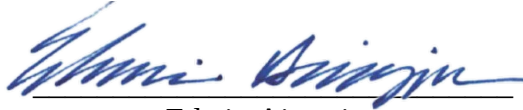
4 
5 Edwin Aiwazian

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement” or “Agreement”) is made by and between Plaintiff William Hall (“Plaintiff”) on behalf of himself and as a private attorney general on behalf of the State of California and other Allegedly Aggrieved Employees (defined below) pursuant to the Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”), on the one hand, and Defendant Terravant Wine Company, LLC doing business as Summerland Wine Brands (“Defendant”), on the other hand. Plaintiff and Defendant are collectively referred to herein as the “Parties,” and each may be individually referred to herein as “Party.” (Capitalized terms used herein shall have the meanings set forth in Article I.)

This Agreement, and the settlement embodied herein shall be binding on Plaintiff and the Allegedly Aggrieved Employees he represents and on Defendant, subject to approval of the Court.

Recitals

WHEREAS, on September 16, 2020, Plaintiff, through Plaintiff’s Counsel (as defined below) sent notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of his intent to pursue a representative action pursuant to the PAGA, on behalf of himself and the State of California as well as on behalf of a group of alleged aggrieved employees based on Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders including *inter alia*, Wage Orders 4-2001, 7-2001, 8-2001, 13-2001, and 14-2001, and was assigned LWDA Case No. LWDA-CM-806613-20 (the “PAGA Notice”).

WHEREAS, on November 20, 2020, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (the “Complaint”), commencing a representative action entitled *William Hall v. Terravant Wine Company, LLC, et al.*, Case No. 20CV03971, in the Superior Court of California for the County of Santa Barbara (the “Action”), asserting a representative claim for civil penalties payable to himself, other alleged aggrieved employees, and the State of California pursuant to the PAGA based on allegations that Defendant (1) failed to pay overtime wages; (2) failed to provide compliant meal periods; (3) failed to provide compliant rest periods; (4) failed to pay minimum wages; (5) failed to timely pay wages upon termination; (6) failed to timely pay wages during employment; (7) failed to provide complete and accurate wage statements; (8) failed to keep complete and accurate payroll records; and (9) failed to reimburse necessary business-related expenses and costs in violation of the California Labor Code and Industrial Welfare Commission Wage Orders.

WHEREAS, Defendant at all relevant times denied, and currently denies, all claims.

WHEREAS, on December 7, 2021, the Parties attended an all-day mediation with an experienced wage-and-hour mediator Henry Bongiovi, Esq. At the conclusion of mediation, the Parties agreed to resolve the Action and ultimately reached the Settlement described herein, which was negotiated in light of all known facts and circumstances, including, *inter alia*, the difficulty of proving some

of Plaintiff's claims, potential defenses asserted by Defendant, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

WHEREAS, the Parties understand, acknowledge, and agree that this PAGA settlement constitutes a compromise of the Released Claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Released Claims that Plaintiff and the Allegedly Aggrieved Employees have against the Released Parties. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendant of liability.

WHEREAS, based on their own independent investigations and evaluations, Defendant and Plaintiff and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate and is in the best interests of the State of California and the Allegedly Aggrieved Employees, in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues.

WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Released Claims, have investigated the facts and violations relevant to this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary, and have arrived at the settlement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, the Parties recognize that in accordance with California Labor Code Section 2699(l), Court approval is required in the event of a settlement of a PAGA action on a representative basis.

THEREFORE, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

Article I. Definitions.

Section 1.01 Definitions.

The following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) **"Action"** shall refer to the lawsuit entitled *William Hall v. Terravant Wine Company, LLC, et al.*, Case No. 20CV03971 filed in the Superior Court of California for the County of Santa Barbara.
- (b) **"Allegedly Aggrieved Employees"** are defined as: all persons who worked for Defendant as a non-exempt employee in California during the PAGA Period.
- (c) **"Allegedly Aggrieved Employees' PAGA Portion"** means the twenty-five percent (25%) of the Net Settlement Amount, payable to each Allegedly Aggrieved Employee.

- (d) **“Approval Order”** means the order to be entered by the Court upon granting approval of the Settlement of the Action and, if applicable, disposing the Action by way of judgment (or, otherwise providing for later disposition of the Action by way of dismissal) that is binding upon the Parties and all Allegedly Aggrieved Employees.
- (e) **“Attorneys’ Costs”** means the reimbursement of litigation costs and expenses incurred by Plaintiff’s Counsel in connection with the Action, not to exceed Thirteen Thousand Dollars and No Cents (\$13,000.00), as approved by the Court.
- (f) **“Attorneys’ Fees”** means attorneys’ fees incurred by Plaintiff’s Counsel in connection with the Action, not to exceed thirty-five percent (35%) of the Total Settlement Amount (i.e., \$43,750.00), as approved by the Court.
- (g) **“Complaint”** means the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq filed by Plaintiff in the Action on November 20, 2020.
- (h) **“Court”** means the Superior Court of the State of California for the County of Santa Barbara.
- (i) **“Cover Letter”** means the Cover Letter, substantially in the form attached hereto as **“Exhibit A.”**
- (j) **“Defendant”** means Defendant Terravant Wine Company, LLC doing business as Summerland Wine Brands
- (k) **“Defense Counsel”** or **“Counsel for Defendant”** is Paul Wilcox and Christina Behrman of Mullen & Henzell, L.L.P., 112 E. Victoria Street, Santa Barbara, California 93101.
- (l) **“Effective Date”** means the date the Court enters the Approval Order.
- (m) **“Enhancement Payment”** means the amount of up to Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) to be paid to Plaintiff, as approved by the Court.
- (n) **“Individual PAGA Payment”** means an Allegedly Aggrieved Employee’s *pro rata* share of the Allegedly Aggrieved Employees’ PAGA Portion.
- (o) **“LWDA”** means the California Labor and Workforce Development Agency.
- (p) **“LWDA Payment”** means seventy-five percent (75%) of the Net Settlement Amount, payable to the LWDA as penalties pursuant to the PAGA.
- (q) **“Net Settlement Amount”** means the Total Settlement Amount, less Attorneys’ Fees, Attorneys’ Costs, Settlement Administration Costs, and the Enhancement Payment. Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA as the LWDA Payment and twenty-five percent (25%) shall be paid to the Allegedly Aggrieved Employees as the Allegedly Aggrieved Employees’ PAGA Portion.

(r) **“PAGA”** means the Private Attorneys General Act, California Labor Code section 2698 *et seq.*

(s) **“PAGA Period”** means the time period from September 16, 2019, through the earlier of either the date on which the Court enters the Approval Order or the last date that the total Pay Periods do not exceed 2,454.

(t) **“Pay Periods”** means the number of pay periods each Allegedly Aggrieved Employee was employed during the PAGA Period.

(u) **“PAGA Settlement Package”** means the Cover Letter and Individual PAGA Payment, which shall be mailed to all Allegedly Aggrieved Employees by the Settlement Administrator.

(v) **“Plaintiff”** means Plaintiff William Hall.

(w) **“Plaintiff’s Counsel”** means Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers for Justice, PC, 410 West Arden Avenue, Suite 203, Glendale, California 91203.

(x) **“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.

(y) **“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.

(z) **“Settlement,” “Settlement Agreement” or “Agreement”** refers to this Private Attorneys General Act Settlement Agreement and Release.

(aa) **“Settlement Administration Costs”** means the costs and expenses of administration of the Settlement, not to exceed Four Thousand Five Hundred Dollars and No Cents (\$4,500.00), as approved by the Court.

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(bb) **“Settlement Administrator”** refers to Simpluris, Inc. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

(cc) **“Total Settlement Amount”** means the amount Defendant agrees to pay, in accordance with the terms set forth herein for the full settlement of the Action, which is the total sum of One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00). In no event will Defendant pay more than the Total Settlement Amount under this Agreement. The Total Settlement Amount includes the Attorneys' Fees, Attorneys' Costs, Enhancement Payment, Settlement Administration Costs, Allegedly Aggrieved Employees' PAGA Portion, and the LWDA Payment.

Article II.

Approval and Implementation of Settlement.

Section 2.01 Representations by Defendant.

Defendant represents there are approximately 76 Allegedly Aggrieved Employees and 2,231 Pay Periods from September 16, 2019 to December 7, 2021, and this estimate serves as the basis for Plaintiff's acceptance of the settlement. If the actual number of Pay Periods during the PAGA Period is more than ten percent (10%) above 2,231 (i.e., if the Pay Periods during the PAGA Period exceed 2,454), then the PAGA Period will end on the last date that the total Pay Periods do not exceed 2,454.

Section 2.02 Allocation of the Total Settlement Amount.

The Parties will cooperate in obtaining through an unopposed motion, an order from the Court approving the payment of the Total Settlement Amount as follows:

(i) Plaintiff's Counsel shall request up to thirty-five percent (35%) of the Total Settlement Amount (i.e., \$43,750.00) for attorneys' fees (i.e., “Attorneys' Fees”). If the Attorneys' Fees is not approved and/or is reduced by the Court, any amount not approved and/or reduced by the Court will be part of the Net Settlement Amount. Defendant agrees not to oppose a fee request by Plaintiff's Counsel in the foregoing amount.

(ii) Plaintiff's Counsel shall request up to Thirteen Thousand Dollars and No Cents (\$13,000.00) of the Total Settlement Amount as reimbursement of litigation costs and expenses incurred by Plaintiff's Counsel in connection with the Action (i.e., “Attorneys' Costs”). If Plaintiff's Counsel's request for Attorneys' Costs is not approved and/or is reduced by the Court, any amount not approved and/or reduced by the Court will be part of the Net Settlement Amount. Defendant agrees not to oppose a request for reimbursement of litigation costs and expenses in the foregoing amount. If the Court fails to approve the full amount requested by Plaintiff's Counsel, it shall not be grounds for Plaintiff to object to the Settlement.

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(iii) Plaintiff's Counsel shall request up to Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) for Plaintiff (i.e., "Enhancement Payment"). If Plaintiff's request for the Enhancement Payment is not approved and/or is reduced by the Court, any amount not approved and/or reduced by the Court will be part of the Net Settlement Amount.

(iv) Plaintiff's Counsel shall request up to Four Thousand Five Hundred Dollars and No Cents (\$4,500.00) of the Total Settlement Amount as payment to the Settlement Administrator for costs incurred by the Settlement Administrator in connection with the Settlement (i.e., "Settlement Administration Costs"), including mailing of the PAGA Settlement Package described herein. To the extent the costs exceed this amount, they shall be paid from the Total Settlement Amount. To the extent they fall below this amount, they shall be part of the Net Settlement Amount.

(v) The remainder of the Total Settlement Amount after deducting the Attorneys' Fees, Attorneys' Costs, Enhancement Payment, and Settlement Administration Costs (i.e., the Net Settlement Amount) shall be allocated between the LWDA and the Allegedly Aggrieved Employees pursuant to California Labor Code section 2699(i) with seventy-five (75%) paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) paid to the Allegedly Aggrieved Employees (i.e., the Allegedly Aggrieved Employees' PAGA Portion) on a pro-rata basis, based on the amount of Pay Periods employed by each Allegedly Aggrieved Employee.

Section 2.03 Court Approval.

The Parties will seek to obtain the Court's approval of the Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel or as directed by the Court. Plaintiff's Counsel will lodge this Agreement with the Court for its approval, at the time of filing the unopposed motion. Plaintiff will submit this Agreement to the LWDA at the same time that it is submitted to the Court.

The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the Settlement and terminate the Action and fully discharge the Released Claims with prejudice pursuant to the Settlement (i.e., to terminate the Action by way of judgment or dismissal).

The Parties agree to use their reasonable best efforts to expedite the preparation and submission of the Settlement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the Agreement.

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Section 2.04 Cover Letter to Allegedly Aggrieved Employees.

(a) Cover Letter.

(1) No later than thirty (30) calendar days after the Court approves this Agreement, Defendant shall provide the Settlement Administrator with a list of all Allegedly Aggrieved Employees (“Allegedly Aggrieved Employees List”). The Allegedly Aggrieved Employees List shall contain the following information for each Allegedly Aggrieved Employee: first and last name; last known mailing address; social security number, and the dates of employment during the PAGA Period.

(2) The Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Allegedly Aggrieved Employees List.

(3) No later than ten (10) calendar days after the Settlement Administrator receives the Total Settlement Amount from Defendant described in Section 2.05 of this Agreement, the Settlement Administrator shall mail the Cover Letter (attached hereto as “Exhibit A”) together with an Individual PAGA Payment check (together, the “PAGA Settlement Package”) to all Allegedly Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Allegedly Aggrieved Employee. For each PAGA Settlement Package that is returned as undeliverable within thirty (30) calendar days of initial mailing, the Settlement Administrator shall promptly attempt to locate an alternate, updated address of the Allegedly Aggrieved Employee by conducting a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package to an alternative address if one is located.

Section 2.05 Settlement Payment Procedures.

(a) Deposit of Total Settlement Amount with Settlement Administrator.

No later than forty-five (45) calendar days after the Effective Date, Defendant shall deposit the Total Settlement Amount into a qualified settlement account established by the Settlement Administrator for administration of the Settlement.

(b) Distribution of Payments from Net Settlement Amount.

Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA (i.e., the LWDA Payment); the remaining twenty-five percent (25%) of the Net Settlement Amount shall be paid to Allegedly Aggrieved Employees (i.e., the Allegedly Aggrieved Employees’ PAGA Portion) based on the following formula:

The Allegedly Aggrieved Employees’ PAGA Portion of the Net Settlement Amount shall be divided by the total Pay Periods of all Allegedly Aggrieved Employees during the PAGA Period to yield the “Pay Period Value.” The Pay Period Value will then be multiplied by each Allegedly Aggrieved Employee’s individual number of Pay Periods to arrive at each Allegedly Aggrieved Employee’s Individual PAGA Payment.

One Hundred Percent (100%) of all Individual PAGA Payments are to be considered penalties and will not be subject to local, state and/or federal payroll tax withholdings and are to be reported on IRS Form 1099 (if required) that shall be issued to the Allegedly Aggrieved Employees by the Settlement Administrator. Allegedly Aggrieved Employees are responsible for correctly characterizing Individual PAGA Payments for tax purposes and paying any taxes owing on said amounts.

The Individual PAGA Payment checks issued to Allegedly Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Any funds remaining from the cancelled checks shall be distributed by the Settlement Administrator to the California State Controller's Office Unclaimed Property Division, in the name of that Allegedly Aggrieved Employee and in the amount of his or her respective Individual PAGA Payment. The Parties agree that Defendant will not be required to pay any interest on said amount. In the event that an Allegedly Aggrieved Employee's Individual PAGA Payment is distributed to the California State Controller's Office Unclaimed Property Division, the terms of the Approval Order and the Released Claims will nevertheless be binding upon that Allegedly Aggrieved Employee.

(c) Attorneys' Fees, Attorneys' Costs, Enhancement Payment, LWDA Payment, and Settlement Administration Costs.

Within ten (10) calendar days of receipt of the deposit of the Total Settlement Amount by the Settlement Administrator from Defendant, the Settlement Administrator shall pay the court approved Attorneys' Fees and Attorneys' Costs to Plaintiff's Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

Article III.
Limitations On Use Of This Settlement.

Section 3.01 No Admission.

Defendant denies liability or any wrongdoing to Plaintiff, the State of California, and to the Allegedly Aggrieved Employees upon any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Action.

Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be offered, be used, or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, offer, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other

purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with the Agreement.

None of the documents produced or created by Plaintiff or the Allegedly Aggrieved Employees in connection with the Action, constitute, nor are not intended to constitute, an admission by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Section 3.02 Nullification.

(a) If the Court should for any reason fail to approve the Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

(b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article IV.

Release and Waiver of Claims.

Section 4.01 Release of Released Claims by Plaintiff, State of California, and Allegedly Aggrieved Employees.

Upon the 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.

Section 4.02 General Release by Named Plaintiff Only.

In addition to the release made in Section 4.01, Plaintiff makes the additional following general release of all claims, known or unknown. Plaintiff releases Defendant and the Released Parties, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of Defendant. (The release set forth in this Section 4.02 shall be referred to hereinafter as the “General Release.”)

With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

Notwithstanding the foregoing provisions, the General Release by Plaintiff does not constitute a waiver of any claims that cannot by law be waived, including, *inter alia*, claims for workers' compensation, disability insurance, or unemployment insurance.

Plaintiff agrees he will not file any new claims or initiate any further action against the Released Parties for the claims released herein, except in the event action is necessary to enforce the terms of the Agreement.

Section 4.03 Tax Liability.

The Parties and their counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Allegedly Aggrieved Employees shall not rely on any statement or representation by the Parties and their counsel in this regard. Allegedly Aggrieved Employees are advised that Allegedly Aggrieved Employees will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant and Plaintiff's Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Plaintiff understands and agrees that if any action is asserted against Defendant, Defendant's agents, Plaintiff, Plaintiff's agents, or by any taxing authority or government agency with respect to the payments to Plaintiff under this Agreement, he shall be liable for any taxes owed.

Section 4.04 Preclusive Effect of Settlement Agreement and Approval.

The terms of this Agreement and the Approval Order are binding on Plaintiff, the State of California, and all Allegedly Aggrieved Employees, as well as their heirs, executors and administrators, successors and assigns, and those terms shall have res judicata, collateral estoppel 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 constitute Released Claims as set forth in the Agreement. Notwithstanding any other provision in this Agreement, this Agreement and the Approval Order may be filed in any action against or by Defendant or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar defense or counterclaim.

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Article V.
Miscellaneous Provisions.

Section 5.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 5.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by Plaintiff's Counsel and Defense Counsel and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 5.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Allegedly Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 5.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 5.05 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action.

Section 5.06 Waiver of Compliance.

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition set forth in this Agreement shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

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Section 5.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A signature on a faxed or electronically transmitted copy of the Settlement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

Section 5.08 Attorneys' Fees and Costs.

Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorney's fees and costs.

Section 5.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court or the mediator. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 5.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 5.11 Continuing Jurisdiction.

The Parties agree that this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to interpret and enforce the terms, conditions and obligation of the Agreement.

Section 5.12 Communications.

All communications to be provided concerning this Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Defendant: Paul Wilcox and Christina Behrman of Mullen & Henzell, L.L.P., 112 E. Victoria Street, Santa Barbara, California 93101; pwilcox@mullenlaw.com, cbehrman@mullenlaw.com.

To Plaintiff: Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers for Justice, PC, 410 West Arden Avenue, Suite 203, Glendale, California 91203; edwin@calljustice.com;

arby@calljustice.com; joanna@calljustice.com.

Section 5.13 Interim Stay of Proceedings.

The Parties agree to refrain from further litigation of this matter, except such proceedings as are necessary to implement and obtain an order granting approval of the terms of the Settlement. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate if approval cannot be obtained for this Settlement from the Court.

Article VI.
Confidentiality.

Section 6.01 Confidentiality.

Plaintiff and his counsel agree that they have not and will not publish the results of the Settlement. In response to any inquiries, Plaintiff will state that “the case was resolved.” Plaintiff’s Counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims asserted in the Action or the Settlement on their website, and shall not contact any reporters or media regarding the Settlement. Plaintiff’s Counsel is authorized to make a limited disclosure to the Court and the LWDA for the purposes of obtaining the approval of the Settlement. This disclosure is limited to court filings and neither Plaintiff nor Plaintiff’s Counsel or representatives are permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Nothing herein will restrict Plaintiff’s Counsel from referencing the Action or Settlement (to the extent this information is publicly available) in future judicial submissions to demonstrate Plaintiff’s Counsel’s experience and qualifications.

Nothing in this Agreement is intended to prevent or restrict discussion or disclosure of factual information regarding sexual assault, sexual harassment, harassment, discrimination, unlawful acts in the workplace (e.g., harassment or discrimination or any other conduct for which there is reason to believe said conduct is unlawful), failure to prevent an act of workplace harassment or discrimination, and/or an act of retaliation against a person for reporting or opposing harassment or discrimination.

IN WITNESS WHEREOF, the Parties and their duly-authorized representatives accept and agree to the terms of this Private Attorneys General Act Settlement Agreement and Release and hereby execute it voluntarily and with a full understanding of its consequences.

APPROVED AND ACCEPTED.

Dated: 02/25/2022

Electronically Signed:  2022-02-26 05:51:05 UTC - 98.36.189.179
[Nintex AssureSign®] d94ee51b-0713-468e-81b8-ae4601508a90

Plaintiff William Hall

Dated: 2/23/2022

Ryan Nathan

Defendant Terravant Wine Company, LLC dba Summerland Wine Brands

By: Ryan Nathan

Its: CEO

APPROVED AS TO FORM AND CONTENT:

Dated: 02/28/2022

LAWYERS FOR JUSTICE, PC

Edwin Aiwazian

Edwin Aiwazian

Arby Aiwazian

Joanna Ghosh

Attorneys for Plaintiff

Dated: 2/23/2022

MULLEN & HENZELL, L.L.P.

Christina M. Behrman

Paul K. Wilcox

Christina M. Behrman

Attorneys for Defendant

EXHIBIT A

<<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.

EXHIBIT 2

HALL V. TERRAVANT WINE COMPANY, LLC, ET AL.
(SANTA BARBARA SUPERIOR COURT CASE NO. 20CV03971)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff William Hall’s (“Plaintiff”) Claims and the Merits of the Claims of the Aggrieved Employees	10.20
Pre-Lawsuit Investigation of Potential Penalties Exposure of Defendant Terravant Wine Company, LLC doing business as Summerland Wine Brands (“Defendant”) with Respect to Plaintiff and the Aggrieved Employees	7.80
Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, and Representative PAGA Decisions in California, Including all New and Relevant Guidance and DLSE Materials	6.50
Investigation of Defendant, Defendant’s Business Relationships, and the Industry in which Defendant Operates	4.70
Investigation of Defendant’s Executives, Officers, and Leadership, Organizational and Corporate Structure, and Executive Reporting Structure as They Relate to the Employment and Management of the Aggrieved Employees	4.20
Analysis of Competitors in Various Relevant Geographic Areas within which Defendant Operates, and Comparing and Contrasting Defendant’s Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant’s Competitors	4.60

Research and Investigation Re: Locations Owned, Managed, Serviced and/or Operated by Defendant in California, Including Differences Between the Various Locations to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	4.70
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at California Locations at Which Plaintiff and Aggrieved Employees Worked	3.90
Research and Investigation Re: Defendant's Policies, Practices, and Procedures Relating to Timekeeping, Meal/Rest Breaks, Overtime Compensation, Reporting Time Pay, Non-Discretionary Shift Differentials/Bonuses/Incentives, Schedules, Work Hours, On Premises Rest Breaks, Opening and Closing Procedures, Customer Service, Deliveries, Production and Shipping Deadlines, Personal Cell Phone Use, Uniforms, Footwear, and Reimbursement of Business-Related Expenses	13.50
Research and Investigation Re: Various Software Programs, Systems, and Other Technology Defendant Uses to Conduct Everyday Business, Including Timekeeping, Inventory, and Sales Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and During Meal Breaks	4.10
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	6.90
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	6.20
Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	2.50
Meet and Communicate with Plaintiff William Hall Throughout the Pendency of the Case	39.50

Meet and Communicate with and Conduct Interviews of Aggrieved Employees and Potential Percipient Witnesses	15.50
Pleadings and Court Filings	
Research and Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on November 20, 2020)	8.70
Review Court's Order and Notice of Case Assignment; Notice of Case Management Conference (filed December 2, 2020)	0.20
Review Defendant's Declaration of Prejudice CCP 170.6 (Peremptory Challenge) (served on December 15, 2020)	0.10
Review Court's Order & Notice of Case Reassignment; Notice of Rescheduled Hearing/CMC (filed on December 16, 2020)	0.20
Review and Analyze Defendant's Answer to Plaintiff's Complaint (served on January 6, 2021), and Research Affirmative Defenses in Answer	3.10
Meet and Confer with Defense Counsel, and Draft Stipulation and Protective Order – Confidential Designation Only; [Proposed] Order (submitted on March 24, 2021)	1.90
Draft Plaintiff's Case Management Statement (filed on March 29, 2021)	0.80
Review Defendant's Case Management Statement (served on March 29, 2021)	0.20
Draft Plaintiff's Notice of Posting Jury Fees (filed on March 30, 2021)	0.10
Review Court's Stipulation and Protective Order – Confidential Designation Only (filed on March 30, 2021)	0.10

Review Court's Minute Order (field on April 13, 2021)	0.10
Review Court's Case Management Conference Order (filed on April 13, 2021)	0.10
Review Court's Order to Show Cause (filed on April 15, 2021)	0.10
Draft Plaintiff's Case Management Statement (filed on April 29, 2021)	0.60
Draft Declaration of Won Christina Chang in Support of Plaintiff's Response to Order to Show Cause Re: Failure to Appear in Case Management Conference on 4/13/2021 (filed on April 29, 2021)	0.70
Review Court's Minute Order (filed on May 11, 2021)	0.10
Review Court's Case Management Order (filed on May 11, 2021)	0.10
Draft Plaintiff's Notice of Entry of Judgment or Order Re: Protective Order Confidential Designation Only (filed on May 12, 2021)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Stipulation to Continue Case Management Conference; Order (submitted on September 3, 2021)	0.90
Review Court's Order Continuing Case Management Conference to January 11, 2022 (filed on September 8, 2021)	0.10
Review Defendant's Case Management Statement (served on September 15, 2021)	0.30
Meet and Confer with Defense Counsel, and Draft Joint Case Management Conference Statement and Notice of Settlement (submitted on December 10, 2021)	0.80
Meet and Confer with Defense Counsel, and Draft Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on December 14, 2021)	0.90

Review Court's Order Continuing Case Management Conference to May 11, 2022 (filed on December 15, 2021)	0.10
Draft Plaintiff's Notice of Entry of Judgment or Order Re: Order to Continue Case Management Conference (filed on December 17, 2021)	0.10
Appearances	
Prepare for and Telephonically Attend Hearing on Order to Show Cause: Failure to Appear / Case Management Conference (May 11, 2021)	1.90
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, <i>Et Seq.</i>) Settlement Agreement and Award of Attorneys' Fees, Costs, Enhancement Payment, and Settlement Administration Costs (April 27, 2022) (Anticipated)	1.50
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff William Hall (served on August 3, 2020)	1.80
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff William Hall (served on August 21, 2020)	7.50
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Terravant Wine Company, LLC and Requests for Production of Documents (Organizational Structure; February 16, 2021) (served on January 11, 2021)	3.50

Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Terravant Wine Company, LLC and Requests for Production of Documents (Job Duties; February 17, 2021) (served on January 11, 2021)	3.80
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Summerland Wine Brands and Requests for Production of Documents (Organizational Structure; February 18, 2021) (served on January 11, 2021)	2.20
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Summerland Wine Brands and Requests for Production of Documents (Job Duties; February 19, 2021) (served on January 11, 2021)	2.50
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Terravant Wine Company, LLC (served on January 11, 2021)	7.60
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Summerland Wine Brands (served on January 11, 2021)	5.30
Review and Analyze Defendant's Response to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served on February 25, 2021)	7.80
Review and Analyze Documents Produced by Defendant (served on May 11, 2021)	6.40
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff William Hall for Penalties Under California Labor Code section 2698, <i>et seq.</i> ("PAGA") (served on September 16, 2020)	3.50

Meet with, Draft Correspondence to, and Respond to Correspondence from, Defense Counsel	19.50
Mediation/Settlement	
Review and Analyze Pre-Mediation Documents Produced by Defendant and Prepare Valuation Models, Including, Inter Alia, Calculating Violation Rates and PAGA Penalties for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements (served on October 15, 2022 and October 22, 2022) • Employee List • Employee Handbooks and Policies • Employee Time Records • Employee Payroll Records	28.50
Prepare for Mediation Session, Including Researching Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief (submitted on November 30, 2021)	16.40
Attend Mediation Session (December 7, 2021; Zoom Video Conference)	12.50
Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release and Cover Letter (fully executed on February 28, 2022)	9.50
Law and Motion	
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, <i>Et Seq.</i>) Settlement Agreement and Award of Attorneys' Fees, Costs, Enhancement Payment, and Settlement Administration Costs, Declaration of Edwin Aiwazian in Support Thereof, Declaration of William Hall in Support Thereof, and [Proposed] Order and Judgment (filed on April 5, 2022)	15.10

Total Hours:	312.10
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EXHIBIT 3

LAWYERS for JUSTICE PC CASE COST DETAIL
Hall v. Terravant Wine Company LLC

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
9/16/2020	Labor & Workforce Development Agency	Filing Fee	75.00
12/2/2020	Legal Document Server, Inc.	Attorney Service	31.48
12/2/2020	Santa Barbara Superior Court	Filing Fee	435.00
12/7/2020	Legal Document Server, Inc.	Attorney Service	16.15
12/8/2020	Legal Document Server, Inc.	Attorney Service	110.00
12/8/2020	Legal Document Server, Inc.	Attorney Service	150.00
12/10/2020	Legal Document Server, Inc.	Attorney Service	16.15
12/29/2020	Legal Document Server, Inc.	Attorney Service	16.15
2/22/2021	Legal Document Server, Inc.	Attorney Service	11.00
3/26/2021	Legal Document Server, Inc.	Attorney Service	16.95
3/26/2021	Santa Barbara Superior Court	Filing Fee	20.00
3/29/2021	Legal Document Server, Inc.	Attorney Service	27.25
3/30/2021	Legal Document Server, Inc.	Attorney Service	60.00
4/1/2021	Legal Document Server, Inc.	Attorney Service	70.50
4/1/2021	Santa Barbara Superior Court	Jury Fee	150.00
4/29/2021	Legal Document Server, Inc.	Attorney Service	11.00
4/30/2021	Legal Document Server, Inc.	Attorney Service	16.25
5/17/2021	Legal Document Server, Inc.	Attorney Service	16.25
10/14/2021	Legal Document Server, Inc.	Attorney Service	17.10
10/14/2021	Santa Barbara Superior Court	Filing Fee	20.00
11/3/2021	Henry J. Bongiovi	Mediation Fee	4,250.00
12/7/2021	Robert A. Parris	Consulting Damages Expert	4,500.00
12/13/2021	Legal Document Server, Inc.	Attorney Service	16.25
12/14/2021	Legal Document Server, Inc.	Attorney Service	155.00
12/15/2021	Legal Document Server, Inc.	Attorney Service	17.20
12/15/2021	Santa Barbara Superior Court	Filing Fee	20.00
12/20/2021	Legal Document Server, Inc.	Attorney Service	16.25
Total:			10,260.93