

MATTHEW J. MATERN (SBN 159798)
MATTHEW W. GORDON (SBN 267971)
VANESSA M. RODRIGUEZ (SBN 316382)
MATERN LAW GROUP, PC
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff NOAH WINN,
individually, and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

NOAH WINN, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

SOUTHERN GLAZER'S WINE AND
SPIRITS, LLC, a California limited liability
company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 22STCV38355

[Assigned for all purposes to the
Hon. Lynn M. Hobbs, Dept. 61]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: January 21, 2025
Time: 10:00 a.m.
Dept.: 61

Reservation ID: 632681397534

Action Filed: December 9, 2022
Trial Date: March 11, 2025

ORDER AND JUDGMENT

Plaintiff Noah Winn (“Plaintiff”)’s Motion for Approval of PAGA Settlement (“Motion”) came on regularly for hearing on January 21, 2025 at 10:00 a.m., the Honorable Lynn M. Hobbs presiding. Having reviewed Plaintiff’s Motion, Plaintiff’s Declaration, the Declaration of Matthew J. Matern and exhibits thereto, including the Joint Stipulation and Settlement Agreement (“Settlement” or “Settlement Agreement”) attached as Exhibit C to the Declaration of Matthew J. Matern in Support of Plaintiff’s Motion for Approval of PAGA Settlement, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement.

2. Plaintiff’s Motion is hereby GRANTED.

3. Judgment is hereby entered in favor of Plaintiff and against Defendant Southern Glazer’s Wine and Spirits, LLC (“Defendant”) in the amount of \$2,435,000.00 pursuant to the terms of the Settlement. This Judgment is intended to be a final disposition of this action and is intended to be immediately appealable.

4. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698 *et seq.*, the Court approves the Settlement and finds that it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, to deter future violations, and to maximize enforcement of state labor laws. The Court finds that notice of the Settlement has been provided to the California Labor Workforce Development Agency (“LWDA”), as required by Labor Code § 2699(1)(2).

5. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

6. Within thirty (30) days after entry of judgment, Defendant shall provide the Settlement Administrator with a Microsoft Excel spreadsheet containing Settlement Members’ Data, including each Settlement Member’s name, last known address, Social Security number, and number of pay periods worked between October 5, 2021 through April 30, 2024 (the “PAGA Period”).

1 “Settlement Members” means all current and former non-exempt employees of
2 Defendant who worked for Defendant in California during the PAGA Period.

3 7. Within fifteen (15) calendar days after entry of judgment, Defendant shall pay
4 the gross PAGA Settlement Amount of \$2,435,000.00 to the Settlement Administrator.

5 8. Within fourteen (14) days after Defendant funds the PAGA Settlement Amount,
6 the Settlement Administrator shall issue checks for the Individual PAGA Payments and send
7 them via First Class U.S. Mail to each Settlement Member at his or her last known address or at
8 the updated address found through a National Change of Address Database search.

9 9. Upon the funding of the PAGA Settlement Amount, all Settlement Members are
10 deemed to release the Released Parties from all claims for PAGA penalties during the PAGA
11 Period that were alleged, or reasonably could have been alleged, based on the facts stated in the
12 Operative Complaint and the PAGA Notice.

13 10. Upon Defendant’s funding of the entire PAGA Settlement Amount, the claims
14 released by Plaintiff and the Settlement Members are as follows: all PAGA claims for civil
15 penalties under California Labor Code section 2698, et seq., predicated on the California Labor
16 Code violations that are asserted in the LWDA Notice and operative complaint (or PAGA
17 Claims that could have been asserted based on the facts alleged in the operative LWDA Notice
18 and operative complaint) which are for civil penalties pursuant to Labor Code section 2699, et
19 seq. for violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 223, 224, 226, 226(a), 226.7,
20 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2802 and applicable Industrial Welfare
21 Commission Wage Orders including California Code of Regulations, Title 8, Section 11040,
22 Subdivision 5(A)-(B) (“Released Claims”). The release shall run through the PAGA Period.

23 The Released Claims do not include underlying Labor Code claims, claims for
24 wrongful termination, discrimination, unemployment insurance, disability, and workers’
25 compensation, and claims outside of the PAGA Period. The Released Claims do not include any
26 claims that cannot be released as a matter of law. The Released Claims do not include any
27 claims that will be released by Settlement Members in *Tiffany Niz v. Southern Glaziers Wine and*
28 *Spirits, LLC* (Case No. CIV DS 2008028).

1 “Released Parties” means Defendant and all affiliated predecessor and successor entities,
2 and each such entity’s respective present and former subsidiaries, affiliates, parents, agents,
3 employees, former employees, partners, owners, director’s, officers, attorneys, trustees, insurers,
4 representatives, predecessors, successors and assigns.

5 11. The Court finds the PAGA Settlement Amount, the payments to the LWDA and
6 Settlement Members, and the methodology used to calculate and pay each Settlement Member’s
7 Individual PAGA Payment are fair, reasonable, and adequate and authorizes the Settlement
8 Administrator to pay the Individual PAGA Payments to Settlement Members in accordance with
9 the terms of the Settlement Agreement. The Court also authorizes the Settlement Administrator
10 to transmit payment of 75% of the Net Settlement Amount to the LWDA.

11 12. The Court finds that PAGA Counsel’s request for attorneys’ fees in the amount
12 of \$811,666.67, which is one-third of the gross PAGA Settlement Amount, is reasonable as a
13 percentage of the common fund. The Court awards PAGA Counsel \$811,666.67 in attorneys’
14 fees to be paid from the gross PAGA Settlement Amount.

15 13. The Settlement limits PAGA Counsel’s costs to \$25,000.00. The Court awards
16 PAGA Counsel \$20,091.14 in costs and expenses to be paid from the PAGA Settlement
17 Amount, with the remaining \$4,908.86 to become part of the Net Settlement Amount.

18 14. The Settlement limits the settlement administration costs to \$15,000.00. The
19 Court approves settlement administration costs in the amount of \$10,000.00 to ILYM Group,
20 Inc., to be paid from the PAGA Settlement Amount.

21 15. This Court shall retain jurisdiction with respect to all matters related to the
22 administration and consummation of the Settlement, and any and all claims, asserted in, arising
23 out of, or related to the subject matter of the Action, including but not limited to all matters
24 related to the Settlement and the determination of all controversies relating thereto.

25 16. A final accounting hearing is set for _____, 2025 at _____.
26 The parties are ordered to provide a final report and accounting from the Settlement
27 Administrator by _____.
28

 17. The Settlement Administrator shall post notice of this Order and Judgment on its

1 website within ten (10) calendar days of the Court’s entry of this Order and Judgment.

2 18. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
3 (10) calendar days of the Court’s entry of this Order and Judgment, and Plaintiff shall file a
4 proof of service with the Court.

5 IT IS SO ORDERED.

6

7 DATED: _____

8

HON. LYNN M. HOBBS
Judge of the Superior Court

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28