

01/21/2025

David W. Slayton, Executive Officer / Clerk of Court

By: V. Trujillo Deputy

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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]

**[REVISED 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. No earlier than sixty-five (65) days after entry of judgment, the Settlement
6 Administrator shall issue checks for the Individual PAGA Payments and send them via First
7 Class U.S. Mail to each Settlement Member at his or her last known address or at the updated
8 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
15 PAGA claims for civil penalties under California Labor Code section
16 2698, et seq., predicated on the California Labor Code violations that are
17 asserted in the LWDA Notice and operative complaint (or PAGA Claims
18 that could have been asserted based on the facts alleged in the operative
19 LWDA Notice and operative complaint) which are for civil penalties
20 pursuant to Labor Code section 2699, et seq. for violations of Labor Code
21 §§ 201, 202, 203, 204, 210, 221, 223, 224, 226, 226(a), 226.7, 510, 512,
22 558, 1174, 1194, 1197, 1197.1, 1198, 2802 and applicable Industrial
23 Welfare Commission Wage Orders including California Code of
24 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) (“Released
25 Claims”). The release shall run through the PAGA Period.

26 The Released Claims do not include underlying Labor Code claims, claims for
27 wrongful termination, discrimination, unemployment insurance, disability, and workers’
28 compensation, and claims outside of the PAGA Period. The Released Claims do not include any

claims that cannot be released as a matter of law. The Released Claims do not include any claims that will be released by Settlement Members in *Tiffany Niz v. Southern Glaziers Wine and Spirits, LLC* (Case No. CIV DS 2008028).

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

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

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

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

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

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

16. ~~A final accounting hearing is set for _____, 2025 at _____.~~

1 ~~The parties are ordered to provide a final report and accounting from the Settlement~~
2 ~~Administrator by _____.~~

3 17. The Settlement Administrator shall post notice of this Order and Judgment on its
4 website within ten (10) calendar days of the Court's entry of this Order and Judgment.

5 18. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten
6 (10) calendar days of the Court's entry of this Order and Judgment, and Plaintiff shall file a
7 proof of service with the Court.

8 IT IS SO ORDERED.

9
10 DATED: 01/21/2025



Lynne M. Hobbs

Lynne M. Hobbs / Judge

HON. LYNN M. HOBBS
Judge of the Superior Court

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On October 24, 2024, I served the following document or documents:

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

- ☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Alecia Winfield, Esq. Shéyron B. Cobb, Esq. LITTLER MENDELSON, P.C. 2049 Century Park East, 5th Floor Los Angeles, CA 90067 Telephone: (310) 553-0308 Facsimile: (310) 553-5583 Email: awinfield@littler.com scobb@littler.com kwestmartin@littler.com jnewcombcarter@littler.com Courtney Chambers, Esq. LITTLER MENDELSON, P.C. 333 Bush Street, 34th Floor San Francisco, CA 94104 Telephone: (415) 433-1940 Facsimile: (415) 399-8490 Email: cchambers@littler.com	Attorneys for Defendant SOUTHERN GLAZER'S WINE AND SPIRITS, LLC
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- ☒ **By electronic service.** I caused the documents to be electronically transmitted to the State of California Labor and Workforce Development Agency at <https://dir.govfa.net/311>. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Attn: PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, CA 94612	California Labor & Workforce Development Agency
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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 on October 24, 2024, at Manhattan Beach, California.

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Hannah Ahn