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10 **IN RE: JAMS ARBITRATION**

12 MEAGAN ABBOTT, individually, and on
13 behalf of all other aggrieved employees
14 pursuant to the California Private Attorneys
General Act,

Claimant,

15 v.

16 SAN ANTONIO WINERY, INC., a
California Corporation; RIBOLI FAMILY
17 WINE ESTATES, an unknown business
18 entity; and Does 1-100, inclusive

19 Respondents.

JAMS Reference No.: 5210000574

[Los Angeles County Superior Court Case No.
23STCV04773]

*(Assigned to Honorable Carl J. West
(Ret.) Arbitrator)*

**[PROPOSED] ORDER GRANTING
CLAIMANT'S UNOPPOSED MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
RELEASE**

1 This matter came before the Honorable Carl J. West (Ret.) Arbitrator ("Arbitrator"), with
2 Timothy B. Del Castillo and Lisa L. Bradner of Castle Law: California Employment Counsel, PC as
3 counsel for Claimant MEAGAN ABBOTT ("Claimant"), and Laura Farber of Hahn & Hahn LLP as
4 counsel for Respondent, SAN ANTONIO WINERY, INC. ("Respondent"). The Arbitrator, having
5 carefully considered the briefs, argument of counsel and all the matters presented to the Arbitrator,
6 and good cause appearing, hereby GRANTS Claimant's Unopposed Motion for Approval of Private
7 Attorney General Act of 2004 ("PAGA") Settlement and Release, as follows:

8 1. The Arbitrator approves the PAGA Settlement and Release Agreement (hereinafter,
9 the "Settlement Agreement") as fair, reasonable, and adequate. A true and correct copy of the
10 Settlement Agreement is attached hereto as Exhibit 1. Subject to the terms of the Settlement
11 Agreement, the Total Settlement Amount that Respondent shall pay is Two Hundred Forty-Two
12 Thousand and Fifty Dollars and Zero Cents (\$242,050.00). It appears to the Arbitrator that the
13 settlement amount and terms are fair, adequate, and reasonable as to all PAGA Members when
14 balanced against the probable outcome of further litigation relating to liability and damages issues. It
15 further appears that investigation and research have been conducted such that counsel for the Parties
16 are able to reasonably evaluate their respective positions. It further appears to the Arbitrator that
17 settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay
18 and risks that would be presented by the further prosecution of the litigation. It further appears that
19 the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length
20 negotiations. This Order incorporates by reference the definitions in the Settlement Agreement, and
21 all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
22 Agreement.

23 2. The Arbitrator approves, as to form and content, the proposed Notice of PAGA
24 Settlement attached to the Agreement as Exhibit A. The Arbitrator finds that the Notice appears to
25 fully and accurately inform the PAGA Members of all material elements of the proposed Settlement.
26 The Arbitrator further finds that the distribution of the Notices substantially in the manner and form
27 set forth in the Settlement Agreement and this Order meets the requirements of due process, is the
28 most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all

1 persons entitled thereto. The mailing of the Notices will be by first class mail, pursuant to the terms
2 set forth in the Settlement Agreement.

3 3. The Arbitrator appoints Timothy B. Del Castillo and Lisa L. Bradner of Castle Law:
4 California Employment Counsel, PC as counsel for the PAGA Members.

5 4. The Arbitrator appoints Claimant Abbott as the representative of the PAGA Members.

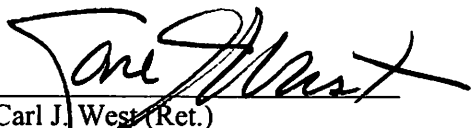
6 5. The Arbitrator approves Claimants' Counsel's Attorneys' Fees and Costs in the
7 amount of one-third (33.33%) of the Total Settlement Amount (\$80,602.65), plus reimbursement of
8 actually incurred litigation cost in an amount of up to and not to exceed Fifteen Thousand Dollars
9 and Zero Cents (\$15,000.00).

10 6. The Arbitrator approves the proposed Enhancement Payment to the PAGA
11 Representatives, Abbott, in the amount of ~~Ten Thousand Dollars and Zero Cents (\$10,000.00)~~ *Seven Thousand and 750 Hundred* *7,500.00* *CJW*

12 7. The Arbitrator appoints ILYM Group, Inc., as the Settlement Administrator. Within
13 fifteen (15) days after the Settlement Agreement is approved by the Arbitrator, Respondent shall
14 provide the Settlement Administrator with the PAGA Data, including information regarding PAGA
15 Members that Respondent will in good faith compile from its records, including each PAGA
16 Member's full name; last known mailing address; Social Security Number; and total number of
17 PAGA Pay Periods. Within twenty-five (25) calendar days after the Settlement Agreement is
18 approved, the Settlement Administrator shall mail copies of the Notice of PAGA Settlement and
19 Settlement Shares to all PAGA Members via regular First-Class U.S. Mail.

20 8. The Arbitrator approves the Settlement Administrator's fees and expenses, which are
21 estimated to be Four Thousand, Six Hundred and Fifty Dollars and Zero Cents \$4,650.00).

22
23
24 Dated: 6/25/24


Hon. Carl J. West (Ret.)
ARBITRATOR