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Attorneys for Plaintiff ILICIA HIGGINBOTHAM
on behalf of herself and all other aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ILICIA HIGGINBOTHAM, an
individual, on behalf of herself and
other aggrieved employees,

Plaintiff,

vs.

NEWPORT BEACH VINEYARDS &
WINERY, LLC, a California limited
liability company; and DOES 1 through
100, inclusive,

Defendants.

) CASE NO. 30-2023-01320469-CU-OE-CXC
) Hon. Lon Hurwitz
) Dept. CX103

) **DECLARATION OF JANELLE CARNEY**
) **IN SUPPORT OF MOTION FOR COURT**
) **APPROVAL OF PAGA SETTLEMENT**

) Date: December 15, 2023
) Time: 1:30 p.m.
) Dept. CX103

) Action filed: April 20, 2023

**DECLARATION OF JANELLE CARNEY IN SUPPORT OF MOTION FOR COURT
APPROVAL OF PAGA SETTLEMENT**

1 I, Janelle Carney, declare:

2 1. I am an attorney duly licensed to practice law before all courts in the State of
3 California. I am the managing partner at Janelle Carney – Attorney at Law, APC (JCAL). I am
4 counsel of record herein and I have personal knowledge of the facts herein. If called as a
5 witness, I could and would competently testify herein.

6 **DECLARANT’S ROLE IN LITIGATION & DATA ANALYSIS**

7 2. Herein, Plaintiff’s counsel has extensive experience in wage and hour class action
8 litigation. I conducted an extensive investigation prior to the Complaint being filed and
9 throughout the litigation. The initial legal work on this matter commenced in or about Spring of
10 2023.

11 3. The Plaintiff seeks approval of a PAGA settlement in the gross amount of
12 \$1,164.07, on behalf of the State of California and the Aggrieved Employees (“AE”) who are or
13 were employed by Defendant Newport Beach Vineyards & Winery, LLC (“Defendant” or
14 “Newport”). The AE are (“PAGA Members”) are defined as follows:

15 1. All current and former non-exempt employees of Defendant who were
16 subject to the alleged illegal and unauthorized tip pooling in California
17 during the PAGA Period. (Defined in the settlement agreement as
18 February 14, 2022 through the date this court approves the settlement)

19 4. The Plaintiff propounded formal discovery and requested data from the Defendant
20 including the payroll files and timekeeping files for the Aggrieved Employees. Defense Counsel
21 and I agreed to stay formal discovery and formal response to the Complaint to focus on trying to
22 resolve the claims.

23 According to data reviewed, Defendant, there are only five (5) aggrieved employees,
24 including Plaintiff, who worked a total of fifteen (15) pay periods that were impacted by the
25 alleged tip pooling conduct. This results in net \$19.44 per pay period for PAGA penalties.

26 5. I have extensive experience in wage and hour class action and PAGA litigation,
27 both as a partner with the Law Office of Joseph Antonelli (LOJA), and now with my own firm.
28

6. JCAL specializes in the area of wage and hour issues. For the last twenty-four (24) years, I have almost worked exclusively on class actions and representative actions. I graduated from Whittier College School of Law School and obtained my Jurisprudence Doctorate in May 1998. I took the California Bar Examination in February 1999 and received my passing results in May 1999. On June 8, 1999, I was admitted to practice law in the State of California and the federal courts. I have remained in good standing as a member of the California Bar since admission through the present time. I have litigated numerous successful wage and hour class actions in California. Since my admission to the bar, I have solely worked at the Law Office of Joseph Antonelli through December 31, 2020, when I started Janelle Carney – Attorney at Law, APC. On July 1, 2007, I became a partner at LOJA and opened JCAL on January 1, 2021.

7. During my tenure with the Law Office of Joseph Antonelli, our firm in conjunction with the Law Offices of Kevin T. Barnes completed a court trial in the case of Mutuc v. Huntington Memorial Hospital, Case No. BC288727. LOJA was also successful in obtaining favorable published opinions for employees in the state of California on six (6) major issues in each of the following cases:

- a. Huntington Memorial Hospital v. Superior Court (“Mutuc”) (2005) 131 Cal.App. 4th 893, 906;
- b. Tien v. Sup. Ct. (Tenet Healthcare) (2006) 139 Cal. App. 4th 528;
- c. Jaimez v. Daiohs USA, Inc., (2010) 181 Cal.App.4th 1286;
- d. Hoover v. American Income Life Insurance (2012) 206 Cal. App. 4th 1193;
- e. Cochran v. Schwan’s, (2014) 228 Cal.App.4th 1137;
- f. Falk v. Children's Hospital Los Angeles, (2015) 237 Cal. App. 4th 1454;
- g. Lafitte v. Robert Half International, Inc., et al. (2016), 1 Cal.5th 480;
- h. Vasserman v. Henry Mayo Newhall (2017) 8 Cal. App 5th 236.

These cases were landmark decisions in the manner in which the regular rate must be calculated and what is considered a “subterfuge” to avoid the correct payment of regular rate and overtime rate (Huntington Hospital); the criteria required to certify pay stub claim, waiting time

1 penalty claim, and meal and rest break claim among other matters (Jaimez); protecting the
2 interests of putative class members in a wage and hour case who want their identity protected
3 (Tien); the standard to prove that an employer has waived its right to arbitrate an employment
4 claim against an employee who filed a class action (Hoover); the standard of when an employer
5 is required to reimburse employees for cell phone usage and other business expenses in order to
6 perform the employees' duties, even if there was no direct costs to the employees (Cochran); the
7 application of the tolling doctrine as applied to subsequent class actions being filed when the
8 previous class action was disposed of without a ruling on certification (Falk); the Laffitte
9 decision laid out the requirements for approval of a class action settlement including an in depth
10 analysis on the attorneys' fees request on a common fund. In Laffitte, the California Supreme
11 Court affirmed the trial court and appellate court ruling and holds that the attorney fee award
12 made on a common fund basis (percentage of the settlement) is the law in California; and that
13 employees whose employment is governed by a collective bargaining agreement have not
14 waived their right to bring statutory claims in court unless there is a clear and unmistakable
15 waiver of their rights (Vasserman).

16 **CLASS ACTION & PAGA EXPERIENCE**

17 8. I have previously served as class counsel in a number of class action and PAGA
18 cases, including wage and hour matters. The following is a sample of matters wherein I have
19 been approved as class counsel with LOJA and as JCAL:

20 **LOS ANGELES COUNTY**

21 **HUNTINGTON MEMORIAL HOSPITAL**

22 1) On or about January 21, 2004, the Los Angeles Superior Court Judge Thomas
23 Willhite entered an order granting class certification in Mutuc v. Huntington Memorial Hospital,
24 Los Angeles Superior Court Case No. BC288727. The case involved an alleged illegal pay plan
25 and a pay stub class. The Law Office of Joseph Antonelli and the Law Offices of Kevin T.
26 Barnes were approved as class counsel and served as trial counsel in this matter, with trial
27 testimony and argument concluding on April 6, 2007. The matter was re-opened for closing
28 argument on July 23, 2007. As set forth above the primary issue in Mutuc involved an alleged

artificial and dual rate pay plan that applied to the 12-hour employees at Huntington Hospital.

The Mutuc matter was tried in approximately 12 days, including partial days and opening and closing statements. Furthermore, there were a total 28 of witnesses who testified. The case resulted in an approximate \$32.8 million award for the class and ultimately settled, including PAGA claims, with the related case of Kiely v. Huntington Memorial Hospital for \$60 million. The Court approved attorneys' fees in the amount of \$18,000,000.00. Furthermore, the Court did award \$50,000.00 for each of the Mutuc class representatives and \$20,000.00 for the Kiely representative.

1a) On or about January 5, 2009, the Honorable William A. MacLaughlin entered an Order Granting Final Approval of Settlement, Class Representative Enhancements, Attorneys' Fees, and Costs in the matter of Kiely v. Huntington Memorial Hospital, Los Angeles Superior Court Case No. BC364972, which was settled together with related matter Mutuc v. Huntington Memorial Hospital, Los Angeles Superior Court Case No. BC288727. The Law Office of Joseph Antonelli and the Law Office of Kevin T. Barnes were approved as class counsel for settlement purposes.

PAGADUAN V. TENET HEALTHCARE

2) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and others were approved as class counsel in the matter of Pagaduan v. Tenet Healthcare, JCCP No. 4377. After obtaining class certification, the Los Angeles Superior Court by the Honorable Carl West, Judge Presiding, later on or about May 7, 2009, granted final approval of a class action settlement. The court approved the settlement in the amount of \$85,000,000.00. Furthermore, the Court did award \$75,000 for each of the named class representatives. Additionally, the Court awarded the requested \$7,500.00 to three (3) other representatives. Judge West also awarded attorneys' fees in the amount of \$22,844,022.50;

METHODIST HOSPITAL OF SOUTHERN CALIFORNIA

3) On or about November 12, 2008, Hon. Victoria Chaney entered an Order Granting Final Approval of a Proposed Class Action Settlement in Davis v. Methodist Hospital of Southern California, Los Angeles Superior Court Case No. BC380177, approving a class

1 action settlement of \$20.25 million. The Law Office of Joseph Antonelli and the Law Offices of
2 Kevin T. Barnes were approved as class counsel for settlement purposes. Furthermore, the Court
3 did award \$20,000.00 for two (2) of the class representatives and \$5,000 for one class
4 representatives. Judge Chaney also awarded attorneys' fees in the amount of \$3,989,087.50;

5 **CHILDREN'S HOSPITAL LOS ANGELES**

6 4) The Law Office of Joseph Antonelli was declared Lead Class Counsel in the
7 matter of Mays v. Children's Hospital Los Angeles, Los Angeles Superior Court Case No.
8 BC477830. On or about May 17, 2016, the Honorable Ann I. Jones granted preliminary
9 approval of class action settlement in the amount of \$27,000,000.00, attorneys' fees in the
10 amount of \$9,000,000.00, and class representative enhancements to the five (5) Class
11 Representatives in an amount totaling \$67,500.00. At the final approval on September 19, 2016
12 the Court entered Final Approval of the Class action settlement and awarded the attorneys' fees
13 request of 33 1/3% in the amount of \$9,000,000 in addition to awarding the class representative
14 enhancements in the amounts requested ranging from \$10,000 to \$25,000 for each of the five (5)
15 representatives;

16 **GOOD SAMARITAN HOSPITAL**

17 5) The Law Office of Joseph Antonelli was approved as class counsel in the matter
18 of Hoffman v. Good Samaritan Hospital, Los Angeles Superior Court Case No. BC564721. The
19 William F. Highberger entered an Order and Judgment Re: Plaintiff's Motion for Attorneys'
20 Fees and Costs and Class Representative Enhancements and Motion for Conditional Certification
21 and Final Approval of Class Action Settlement on or about February 8, 2016, approving a
22 settlement in the amount of \$6,175,000.00, attorneys' fees in the amount of \$1,500,000.00 and
23 Class Representative Enhancements to the two (2) Class Representatives in the amount of
24 \$25,000.00 each;

25 **WHITE MEMORIAL MEDICAL CENTER**

26 6) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
27 Class Counsel in the matter of Chamber v. White Memorial Medical Center, et al. and Flynn v.
28 Glendale Adventist Medical Center, et al., Los Angeles Superior Court Case No. BC426335, in

1 which the Honorable William F. Highberger was presiding and approved a final settlement in the
2 amount of \$8,750,000, attorneys' fee request of \$2,916,966 and class representative
3 enhancement awards of \$40,000 to both class representatives;

4 **KAISER PERMANENTE HOSPITAL**

5 7) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
6 Class Counsel in the matter of Martin v. Kaiser Foundation Hospitals, et al., Case No. BC395992
7 in which the Honorable Jane L. Johnson was presiding and approved a final settlement in the
8 amount of \$21,750,000, attorneys' fee request of \$5,437,500 and class representative
9 enhancement awards of \$90,000 to both class representatives;

10 **IRON MOUNTAIN**

11 8) The Law Office of Joseph Antonelli was approved as Class Counsel in the matter
12 of Casanova v. Iron Mountain Information Management Services, Inc., Los Angeles Superior
13 Court Case No. BC543256, in which the Honorable Kenneth Freeman was presiding and
14 approved a final settlement on January 13, 2016, in the amount of \$2,800,000.00, attorneys' fee
15 request of \$840,000.00, and class representative enhancement award of \$6,500.00 to each of the
16 three Class Representatives;

17 **ROBERT HALF**

18 9) On or about September 18, 2006, the Los Angeles Superior Court Judge Edward
19 R. Ferns entered an order granting class certification in Lafitte v. Robert Half International, Inc.,
20 Los Angeles Superior Court Case No.: BC321317. The Law Office of Joseph Antonelli and Law
21 Office of Kevin Barnes were approved as class counsel. This case involved a mis-classification
22 concerning exempt employees. The Honorable Mary H. Strobel entered an order of Final
23 Approval on April 10, 2013 approving the settlement of \$19,000,000.00. The Law Offices of
24 Kevin T. Barnes and Law Office of Joseph Antonelli were approved as class counsel in this
25 certified matter. The attorneys' fee award was in the amount of 33 1/3 % of the settlement.
26 Furthermore, the Court did award the cumulative amount of \$80,000.00 for the three (3) class
27 representatives in the individuals amounts of \$15,000.00, \$25,000.00 and \$40,000.00;

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1 **FIRST CHOICE**

2 10) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
3 approved as class counsel in the certified matter of Jaimez v. DAIOHS, U.S.A., Inc. (First
4 Choice), Los Angeles Superior Court Case No. BC372665. This case involved mis-classification
5 of employees, meal period and rest period violations, pay stub, and waiting time penalty classes.
6 On January 4, 2011, Judge Ralph W. Dau entered an order certifying the classes. On October 20,
7 2011, final approval was granted in the total amount of \$1.7 million. Furthermore, the Court did
8 award the cumulative amount of \$60,000.00 for the three (3) class representatives in the
9 individual amounts of \$10,000.00, \$20,000.00 and \$30,000.00. Judge Dau also awarded
10 attorneys' fees in the amount of \$600,000;

11 **LOWES**

12 11) On or about April 16, 2008, the Los Angeles County Superior Court granted final
13 approval of a class action settlement in the matter of Hall v. Lowes HIW, Case No. BC325832.
14 The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as
15 class counsel. The court approved the settlement in the amount of \$23,000,000.00. The two (2)
16 lead class representatives received \$25,000 each as individual awards. The Court also awarded
17 attorneys' fees in the amount of \$5,750,000;

18 **HENRY MAYO NEWHALL MEMORIAL HOSPITAL**

19 12) On or about May 25, 2021, Hon. Amy D. Hogue entered an Order Granting
20 Motion for Final Approval of Class Action Settlement in Vasserman v. Henry Mayo Newhall
21 Memorial Hospital, Los Angeles Superior Court Case No. BC549185, approving a class action
22 settlement of \$1,000,000.00. The Law Office of Joseph Antonelli, Law Offices of Kevin T.
23 Barnes, and Kokozian Law Firm were approved as class counsel for settlement purposes.
24 Furthermore, the Court did award \$20,000.00 (\$10,000.00 each) for the two (2) class
25 representatives. Judge Hogue also awarded attorneys' fees in the amount of \$333,333.00;

26 **LONG BEACH MEMORIAL MEDICAL CENTER**

27 13) The Law Office of Joseph Antonelli, Law Office of Stephen M. Harris, and Law
28 Offices of Robert L. Starr, APC, were approved as class counsel in the matter of Castillo, et al. v.

1 Long Beach Memorial Medical Center, et al., Los Angeles Superior Court Case No. BC576936.
2 The Honorable Daniel J. Buckley granted final approval of the class action settlement on
3 December 15, 2020. The court approved the settlement in the amount of \$9,500,000.00,
4 attorneys' fees in the amount of \$3,166,666.67, and Class Representative Enhancements to Class
5 Representatives Elizabeth Castillo, Chris Marker, and Regina Buccella, in the amount of
6 \$25,000.00 each, and \$15,000.00 to Class Representative, Kham Chang.

7 **ORANGE COUNTY**

8 **ST. JUDE HOSPITAL**

9 14) On or about September 10, 2018, the Honorable William Claster entered an Order
10 and Final Judgment Granting Attorney's Fees and Costs and Class Representative Enhancement
11 and Motion for Final Approval of Class Action and PAGA Settlement in the matter of Davis and
12 Krajec v. St. Jude Hospital and Mission Hospital Regional Medical Center, Orange County
13 Superior Court Case No. 30-2012-00602596-CU-OE-CXC. The Law Office of Joseph Antonelli
14 and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge Claster awarded
15 attorneys' fees of \$2,141,000, from the gross settlement value of \$7,500,000 and the Court did
16 award enhancement amounts of \$12,000, for Leah Davis, a current employee and class
17 representative and \$10,000 for Amy Krajec, Marilyn Lentini, and Sandra Murray each of the
18 other three (3) former employees and class representatives.

19 **MILLER V. CHOC**

20 15) On or about April 25, 2016, the Honorable Gail A. Andler entered a Revised
21 Order and Judgment Granting Final Approval of Class Action and PAGA Settlement in the
22 matter of Miller v. Children's Hospital of Orange County, Orange County Superior Court Case
23 No. 30-2014-00723026- CU- OE- CXC. The Law Office of Joseph Antonelli and the Law
24 Offices of Dennis Moss were approved as class counsel Judge Andler awarded attorneys' fees of
25 \$1,500,000 or 30% of the gross settlement value of \$4,500,000.00 and an enhancement award of
26 \$10,000 (the amount requested by Class Counsel) for Class Representative, Erik Mara.

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1 **MARACINE v. MESA VERDE CONVALESCENT HOSPITAL**

2 16) On or about July 7, 2017, the Honorable Robert J. Moss entered an Order
3 Determining Good Faith and Granting Final Approval of Settlement and Entry of Judgment in
4 Maracine v. Mesa Verde Convalescent Hospital, Inc., Orange County Superior Court Case No.
5 30-2015-00780115-CU-OE-CXC, approving a class action and PAGA settlement of
6 \$1,375,000.00. The Law Office of Joseph Antonelli was approved as Class Counsel for
7 settlement purposes. Furthermore, the Court did award \$20,000.00 for the class representative.
8 Judge Sanders also awarded attorneys' fees in the amount of \$412,500.

9 **PATE v. CHILDREN'S HOSPITAL OF ORANGE COUNTY**

10 17) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
11 others were approved as class counsel Declarant, and other counsel were approved by the Orange
12 County Superior Court by Judge David Velasquez, as Class Counsel in the matter of Pate, et. al.
13 v. Children's Hospital of Orange County (CHOC), Case No. 05CC00303 and a related case of
14 York v. CHOC, Case No.30-2011-00465444CU-OE-CX. On March 8, 2010, the Court granted
15 class certification in Pate, and on March 23, 2012 final approval of a class action and PAGA
16 settlement was granted in both matters, totaling in the amount of \$17.5 million. Furthermore, the
17 Court did award amounts which ranged from \$25,000, \$15,000.00, and \$10,000 for each of the
18 four (4) class representatives. The Court also awarded attorneys' fees in the amount of
19 \$4,686,862 in the Pate matter, and \$375,000 in the York matter.

20 **ST. JOSEPH HOSPITAL OF ORANGE (SJHO)**

21 18) On or about June 24, 2009, the Honorable Nancy Wieben Stock entered an Order
22 Partially Granting and Partially Denying Plaintiffs' Motion for Class Certification in the matter
23 of Oberschlake v. St. Joseph Hospital of Orange, Orange County Superior Court Case No.
24 05CC00301. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
25 approved as class counsel. On or about May 20, 2011, the Honorable Nancy Wieben Stock
26 further entered Orders Granting Preliminary and Final Approval of Class Action and PAGA
27 Settlement. Judge Stock did award attorneys' fees of \$4,000,000 or 33.33% of the gross
28

1 settlement value of \$12,000,000. Furthermore, the Court did award \$20,000.00 for each of the
2 class representatives.

3 **HOAG**

4 19) On or about June 14, 2012, Honorable Gail Andler entered an Order Granting
5 Final Approval of Class Action and PAGA Settlement in Corona v. Hoag Memorial Hospital
6 Presbyterian, Orange County Superior Court Case No 30-2009-00295587. The Law Office of
7 Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge
8 Andler did approve the gross settlement of \$4,000,000. Furthermore, the Court did award
9 \$20,000.00 for each of the class representatives. Judge Andler also awarded attorneys' fees in the
10 amount of \$1,333,320.00.

11 **STAPLES**

12 20) On or about November 10, 2005, the Honorable Ronald L. Bauer granted class
13 certification in Staples Overtime Cases, JCCP No. 4235. The Law Office of Joseph Antonelli,
14 the Law Offices of Kevin T. Barnes and others were approved as class counsel. The case
15 involved misclassification of defendant's salaried exempt "manager" employees. The Court also
16 entered Final Approval Order on or about April 16, 2008, approving a class action and PAGA
17 settlement in the amount of \$38,000,000.00.

18 **INVESTIGATION AND LITIGATION**

19 9. JCAL has always been prepared to zealously pursue this case on behalf of the
20 aggrieved employees through trial on the merits if necessary.

21 10. Plaintiff has propounded interrogatories and document requests, Defendant has
22 produced documents and data, including payroll records, policy documents, and related
23 employment records for aggrieved employees.

24 11. Although not required for PAGA settlements, pursuant to Kullar v. Footlocker
25 Retail Inc., 168 Cal. App 4th 116, 118 and Dunk v. Ford Motor Co., (1996) 48 Cal.App.4th
26 1794, the following describes the settlement's reasonableness.

27 12. Strength of Plaintiff's case

28 The PAGA claims to be analyzed are set forth below.

1 1. Total exposure to PAGA penalties

2 During the PAGA period, there were approximately fifteen (15) pay periods, for
3 approximately five (5) aggrieved employees. Because there is no evidence that Defendant has
4 been the subject of prior Labor Code citations for the conduct alleged in this case, subsequent
5 and heightened penalty amounts are unlikely here. See Amaral v. Cintas Corp. No. 2, 163
6 Cal.App.4th 1157, 1208-1209 (2008) ("Until the employer has been notified that it is violating a
7 Labor Code provision. . . , the employer cannot be presumed to be aware that its continuing
8 underpayment of employees is a 'violation' subject to penalties").

9 **Exposure Analysis**

10 The total exposure for the tip pooling PAGA penalties was \$1,450.00 for initial violation
11 under 558. Accordingly, the \$1,126.07 figure is 78% of the total exposure, demonstrating a fair
12 settlement.

13 13. With respect to the amount of the settlement, the number of "cents on the dollar"
14 or percentage of total settlement represents, a fair and reasonable settlement amount.
15 Accordingly, the settlement presented to the Court is approximately 77% of the reasonable
16 evaluation of the entire case exposure on a purely PAGA basis for the 15 pay periods in question.
17 Plaintiff discounted the claims for reasonable factors, as set forth above.

18 14. The settlement amount is fair and reasonable based on a review of all objective
19 evidence. The parties' assessment of the matter is based on extensive research before and during
20 the litigation, and written discovery.

21 **SETTLEMENT AGREEMENT & COVER LETTER**

22 15. The parties have entered into a Private Attorney General Act (Labor Code §2698,
23 Et. Seq.) PAGA Settlement Agreement, a true and correct copy is attached hereto as **Exhibit 1**.

24 16. The Gross Settlement Fund includes penalties payments to the aggrieved
25 employees and the Labor and Workforce Development Agency (LWDA). The Net Settlement
26 Fund is approximately \$1,164.07, whereby 75% or \$873.05 is directed to go to the LWDA, and
27 25% or \$291.64 to aggrieved employees on a *pro rata* basis. There are only five (5) aggrieved
28 employees, including Plaintiff, who worked a total of fifteen (15) pay periods that were impacted

1 by the alleged tip pooling conduct. This results in \$19.44 per pay period for PAGA penalties.
2 Pursuant to the PAGA Statute, one hundred percent of the Net Distribution Amount shall be
3 considered payment of penalties and thus will not be subject to local, state, or federal payroll
4 taxes or withholdings.

5 17. On or about November 20, 2023, my assistant uploaded the proposed settlement
6 to the LWDA, pursuant to Labor Code § 2699 (l)(2). A true and correct copy of the proof of
7 submission email is attached hereto as **Exhibit 2**. Further, my office will upload the conformed
8 copies of the Notice of Motion, the MP&A, and the declarations on the LWDA once received
9 from the Court.

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

12 Executed at Chino Hills, California on this 20th day of November 2023.

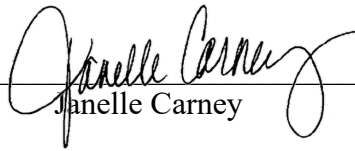
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15 Janelle Carney
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Exhibit 1

CDF LABOR LAW LLP
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Attorney for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

ILICIA HIGGINBOTHAM, an individual, on
 behalf of herself and other aggrieved
 employees,

Plaintiff,

vs.

NEWPORT BEACH VINEYARDS &
 WINERY, LLC, a California limited liability
 company; and DOES 1 through 100, inclusive,

Defendant.

) Case No. 30-2023-01320469-CU-OE-CXC

) Assigned for All Purposes To:

) Judge: Lon F. Hurwitz

) Dept: CX103

) **JOINT STIPULATION OF SETTLEMENT**
) **AND RELEASE OF PAGA ACTION**

) Action Filed: April 20, 2023

**JOINT STIPULATION OF SETTLEMENT AND
 RELEASE OF PAGA ACTION**

This Joint Stipulation of Settlement and Release of PAGA Action (“Agreement”) is made and entered into between Plaintiff Ilicia Higginbotham (“Plaintiff”), individually and on behalf of the proposed PAGA Group, (defined below), and Defendant Newport Beach Vineyards & Winery, LLC, a California limited liability company. This Agreement is subject to approval of the Court and is made for the sole purpose of attempting to consummate settlement of the Action (as defined below) on a PAGA basis subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting approval of the PAGA Settlement (as defined below) and enter Judgment, or the conditions precedent are not met for any reason, this Agreement is void and of no force or effect whatsoever.

1. **DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Agreement are not specifically defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

1.1 **Action**. “Action” shall mean this civil action titled *Ilicia Higginbotham v. Newport Beach Vineyards & Winery, LLC*, Orange County Superior Court Case No. 30-2023-01320469-CU-OE-CXC, filed on or about April 20, 2023 and the underlying PAGA Notice sent to the Labor and Workforce Development Agency (“LWDA”) by Plaintiff on February 14, 2023.

1.2 **Approval and Fairness Hearing**. “Approval and Fairness Hearing” shall mean the hearing held to ascertain the fairness, reasonableness, and adequacy of the PAGA Settlement. At this hearing, the Court will consider approval of the PAGA Payment. The proposed Order Granting Approval and Entering Judgment is attached, in substantial form, as **Exhibit A**.

1.3 **Approval Date**. “Approval Date” shall mean the date upon which the Court enters an order granting approval of the PAGA Settlement and enters Judgment.

1.4 **Claims**. “Claims” shall mean the claims and theories asserted and causes of action alleged in the Action, or that could have been alleged in the Action, including the PAGA penalties alleged in the Action.

1.5 **Court**. “Court” shall mean the Superior Court of California, County of Orange.

1.6 **Defendant.** “Defendant” shall mean Newport Beach Vineyards & Winery, LLC and includes any of its officers, directors, executives, partners, managers, owners, shareholders, members, employees, agents, attorneys, any of its former and present parents, subsidiaries, successors, assigns, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives.

1.7 **Defense Counsel.** “Defense Counsel” shall mean Timothy M. Freudenberger, Nancy N. (“Niki”) Lubrano, and Brian E. Cole II of CDF Labor Law LLP, 18300 Von Karman Avenue, Suite 800, Irvine, California 92612.

1.8 **Effective Date.** “Effective Date” shall be the later of the time when: (i) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (iv) if no appeal is filed (including if an appeal is filed, but then withdrawn), the sixty-first (61st) day after the Court enters final approval of the settlement and the Judgment approving this Agreement.

1.9 **Gross Settlement Amount.** “Gross Settlement Amount” means the agreed upon settlement amount totaling \$1,164.07, in full settlement of the Released Claims asserted in this case, which includes the payment to the LWDA and payments to the individual PAGA Members. In no event shall Defendant be required to pay more than the Gross Settlement Amount.

1.10 **Individual Settlement Payment.** “Individual Settlement Payment(s)” shall mean the proportionate share of the Net Settlement Amount to be distributed to each PAGA Member based on the number of his or her Pay Periods worked in the PAGA Period in relation to

the aggregate number of Pay Periods worked by the Settlement Group during the PAGA Period.

1.11 **Net Settlement Amount.** “Net Settlement Amount” or “NSA” shall mean the Gross Settlement Amount, minus the Court-approved amounts awarded for the LWDA Payment. The Parties intend that the NSA shall be sufficient to pay all valid claims of Settlement Group Members. Accordingly, if for any reason the total value of Individual Settlement Payments to Settlement Group Members exceeds this amount, then payment to each Settlement Group Member will be adjusted on a pro-rated basis so that the total payout to Settlement Group Members does not exceed the NSA.

1.12 **PAGA:** “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq.*

1.13 **PAGA Counsel:** “PAGA Counsel” refers to Janelle Carney of Janelle Carney – Attorney at Law, APC, 14758 Pipeline Ave., Suite E, 2nd Fl., Chino Hills, CA 91709.

1.14 **PAGA Member(s):** “PAGA Member(s)” or “Settlement Group Members” shall mean all current and former non-exempt employees of Defendant who were subject to the alleged illegal and unauthorized tip pooling in California during the PAGA Period.

1.15 **PAGA Period.** “PAGA Period” means the period from February 14, 2022 through the date the Court approves this settlement.

1.16 **PAGA Release.** See Released Claims.

1.17 **Parties.** “Parties” shall mean Plaintiff (as defined below) and Defendants.

1.18 **Pay Periods.** “Pay Periods” means the number of pay periods a PAGA Member was employed during the PAGA Period.

1.19 **Plaintiff.** “Plaintiff” and “PAGA Representative” shall mean Plaintiff Ilicia Higginbotham.

1.20 **Released Claims.** “Released Claims” shall mean all claims and theories that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Period, including but not limited to Penalties pursuant to PAGA under California Labor Code sections 200 *et seq.*, 201-204, 205.5, 210, 218.6, 226, 226.3, 226.7, 256, 351, 353, 510, 558, 1174, 1194, 1194.2, 1197, 1198, and 2699, and related IWC Wage Orders, based on the various

theories of liability, including, but not limited to, Defendant's alleged failure to: (a) pay proper wages and overtime compensation, (b) pay all wages, (c) properly maintain and submit accurate itemized wage statements, (d) timely pay all wages upon separation of employment, and (e) for violations of Labor Code sections 351 and 353. The Released Claims are only releasing the PAGA liability and the underlying wage claims to the extent such exist are not waived by virtue of this Agreement.

1.21 **Released Parties.** "Released Parties" shall mean Newport Beach Vineyards & Winery, LLC and includes any of its former or current officers, directors, executives, partners, managers, owners, shareholders, members, employees, agents, attorneys, any of its former and present parents, subsidiaries, successors, assigns, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives.

1.22 **Settlement.** "Settlement" shall mean the settlement between Parties, which is memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

1.23 **Settlement Group.** "Settlement Group" or "Settlement Group Members" shall mean all PAGA Members.

2. **FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

2.1 On April 20, 2023, Plaintiff filed the PAGA action in Orange County Superior Court.

2.2 The Parties exchanged informal discovery to evaluate the claims and theories alleged and were able to resolve the matter, the terms of which are memorialized herein.

2.3 The Parties and their respective counsel believe this Agreement reflects a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement as a result of arms'-length negotiations, taking into account all relevant factors, present and potential.

3. **ALLEGATIONS OF THE PAGA REPRESENTATIVE AND BENEFITS OF THE SETTLEMENT**

3.1 The investigation and exchange of information and informal discovery conducted in this matter, as well as discussions between counsel, have been adequate to give

PAGA Counsel an understanding of the merits of the Parties' respective positions and to evaluate the worth of the claims of the Settlement Group. The information and data exchanged by the Parties prior to and during settlement negotiations are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

3.2 The Parties recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendant through trial and through appeals. PAGA Counsel has considered the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as difficulties and delays inherent in such litigation, as well as trying the claims of the Settlement Group. PAGA Counsel believes that the Settlement set forth in this Agreement confers substantial benefits upon Plaintiff and the Settlement Group Members and that an independent review of this Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, PAGA Counsel has determined that the Settlement set forth in the Agreement is in the best interests of Plaintiff and the Settlement Group Members.

4. **NO ADMISSION OF ANY LIABILITY**

4.1 This Agreement represents a compromise and settlement of highly disputed claims. This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by Defendant or any Released Parties as to the merits, validity, or accuracy of any of the allegations or claims made against Defendant or any Released Parties in the Action. Defendant denies each and all of Plaintiff's allegations in their entirety.

4.2 Nothing in this Agreement, nor any action taken or made 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 the Agreement, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, 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. Notwithstanding the foregoing, the Agreement may be used in any proceeding in the Court that has

1 as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or
2 judgments of the Court entered into in connection therewith.

3 4.3 If, for any reason, the Settlement is not approved, this Agreement will not be
4 admissible in this or any other proceeding as evidence that (i) the Action should proceed forward,
5 or (ii) Defendant or any Released Parties are liable to Plaintiff or the Settlement Group Members as
6 Plaintiff alleged. In the event that this Agreement is not approved by the Court or any appellate
7 court, is terminated, or otherwise fails to be enforceable, Defendant will not be deemed to have
8 waived, limited, or affected in any way any of its objections or defenses in the Action, including,
9 but not limited to, its ability to move to compel arbitration, raise defenses in opposition to the
10 Action, contest the merits of the claims and theories alleged, etc.

11 5. **SETTLEMENT CONSIDERATION**

12 5.1 **Gross Settlement and Net Settlement Amounts and Distribution.** The Gross
13 Settlement Amount and other actions and forbearances taken by Defendant shall constitute
14 adequate consideration for the Settlement and will be made in full and final settlement of: (a) the
15 Released Claims, (b) LWDA Payment, and (c) the Individual Settlement Payments to Settlement
16 Group Members, and any other obligation of Defendant under this Agreement.

17 5.2 **Payments to Settlement Group Members.** Each Settlement Group Member
18 shall be eligible to receive an Individual Settlement Payment. The Parties understand that
19 Settlement Group Members who receive an Individual Settlement Payment pursuant to this
20 Agreement will receive a IRS form 1099 reflecting the payment of the PAGA settlement payment
21 and shall be solely responsible for any and all other individual tax obligations associated with the
22 payment.

23 5.3 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid
24 under the Settlement will modify any previously credited hours, days, or weeks or service under
25 any employee benefit plan, policy or bonus program sponsored by Defendant (or its parents or
26 successors). Such amounts will not form the basis for additional contributions to, benefit under, or
27 any other monetary entitlement under Defendant's sponsored benefit plans, policies or bonus
28 programs, if any as the payments constitute penalty payments pursuant to Labor Code Section 2699

1 *et seq.* and not wages. The payments made under the terms of this Settlement shall not be applied
2 retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form
3 of compensation for the purposes of any of Defendant's benefit plans, policies or bonus programs,
4 if any. Defendant retains the right to modify the language of its benefits plans, policies and bonus
5 programs to effect this intent and to make clear that any amounts paid pursuant to this Agreement
6 are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as
7 defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit
8 accrual, or any other purpose, and that additional contributions or benefits are not required by this
9 Agreement. Defendant does not consider the Individual Settlement Payments "compensation" for
10 purposes of determining eligibility for, or benefit accrual within, any benefits plan, policy, or bonus
11 program, or any other plan or program sponsored by Defendant (or its affiliates, parents or
12 successors), if any.

13 5.4 **Size of the Settlement Group.** There are approximately 5 Settlement Group
14 Members, including Plaintiff, who worked approximately 15 Pay Periods impacted by the alleged
15 illegal and unauthorized tip pooling in California during the PAGA Period.

16 6. **FUNDING AND DISTRIBUTION**

17 6.1 **Distribution of the Gross Settlement Amount.** Within 30 calendar days of the
18 Effective Date, Defendant will pay to Settlement Group Members, their Individual Settlement
19 Payments via first-class regular U.S. Mail and to the LWDA.

20 6.2 **Non-Cashed Settlement Checks.** Settlement Group Members shall have one
21 hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks after
22 one hundred eighty (180) days will be sent to the Controller of the State of California to be held
23 pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of
24 those Settlement Group Members whose checks were voided.

25 7. **NULLIFICATION OF THIS AGREEMENT**

26 7.1 **Non-Approval of the Agreement.** If (a) the Court should for any reason fails
27 to approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any
28 reason fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is

reversed, modified or declared or rendered void, then the Settlement shall be considered null and void, and neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement has been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate approval.

7.2 **Invalidation.** Invalidation of any material portion of the Settlement shall invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

7.3 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the Settlement and Judgment, the Judgment shall be stayed, and Defendant shall not be obligated to fund or distribute the Gross Settlement Amount or take any other actions required by this Agreement until all appeal rights have been exhausted by operation of law.

8. **MOTION OR STIPULATION FOR COURT APPROVAL**

8.1 **Approval.** PAGA Counsel will submit this Agreement to the Court along with a Motion or Stipulation for an Order Granting Approval of the Settlement.

9. **RELEASES AND WAIVERS**

9.1 **Settlement Group Members' Release.** Upon the Effective Date, Plaintiff, the Settlement Group Members, and the State of California vis-à-vis the LWDA shall hereby release the Released Parties for the Released Claims for the PAGA Period.

9.2 **General Release by Plaintiff.** Plaintiff, for herself, her heirs, successors, and assigns, waive, release, acquit, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from Plaintiff's employment with Defendant whether known or unknown, which exist or may exist as of the Parties' execution of this Agreement.

Section 1542 of the California Civil Code provides as follows:

"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

1 *known by him or her, would have materially affected his or her settlement with the debtor or*
 2 *released party.”*

3 Plaintiff’s general release provided herein is made with an express waiver and
 4 relinquishment of any claim, right, or benefit under California Civil Code § 1542. Plaintiff warrants
 5 that she has read this Agreement, including this waiver of California Civil Code § 1542, and that
 6 Plaintiff has consulted with or had the opportunity to consult with counsel about this Agreement
 7 and specifically about the waiver of § 1542, and that Plaintiff understands this Agreement and the §
 8 1542 waiver, and so she is freely and knowingly entering into this Agreement. Plaintiff further
 9 acknowledges that later may discover facts different from or in addition to those Plaintiff now
 10 knows or believes to be true regarding the matters released or described in this Agreement, and
 11 even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain
 12 effective in all respects notwithstanding any later discovery of any different or additional facts.

13 10. **DUTIES OF THE PARTIES**

14 10.1 **Mutual Full Cooperation.** The Parties agree to cooperate fully with one
 15 another to accomplish and implement the terms of this Agreement. Such cooperation shall include,
 16 but not be limited to, execution of such other documents and the taking of such other actions as
 17 may reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best
 18 efforts, including all effects contemplated by this Agreement and any other efforts that may become
 19 necessary by Court order or otherwise, to effectuate the terms of this Agreement. As soon as
 20 practicable after execution of this Agreement, PAGA Counsel, with the cooperation of Defendant
 21 and Defense Counsel, shall take all necessary and reasonable steps to secure the Court’s final
 22 approval of this Agreement.

23 10.2 **Duty to Support and Defend the Settlement.** The Parties agree to abide by all
 24 of the terms of the Settlement in good faith and to support the Settlement fully and to use their best
 25 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

26 11. **MISCELLANEOUS PROVISIONS**

27 11.1 **Different Facts.** The Parties hereto, and each of them, acknowledge that, except
 28 for matters expressly represented herein, the facts in relation to the dispute and all claims released

1 by the terms of this Agreement may turn out to be other than or different from the facts now known
2 by each party and/or their counsel, or believed by such Party or counsel to be true, and each Party
3 therefore expressly assumes the risk of the existence of different or presently unknown facts, and
4 agrees that this Agreement shall be in all respects effective and binding despite such difference.

5 11.2 **No Prior Assignments.** The Parties represent, covenant, and warrant that they
6 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
7 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
8 action, or right herein released and discharged except as set forth herein.

9 11.3 **Non-Admission.** Nothing in this Agreement shall be construed as or deemed to
10 be an admission by any Party or Released Party of any liability, culpability, negligence, or
11 wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any
12 culpability, negligence, or wrongdoing toward each other or any other person. Each of the Parties
13 has entered into this Agreement with the intention to avoid further disputes and litigation with the
14 attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any
15 admissions by Defendant or any Released Party of wrongdoing or liability, or of the truth of any
16 factual allegations in the Action. Nothing herein shall constitute any admission by Defendant or the
17 Released Parties regarding the merits of the Claims in this Action. Nothing herein shall constitute
18 an admission by Defendant that the Action was properly brought as a representative action other
19 than for settlement purposes. To the contrary, Defendant has denied and continues to deny each
20 and every material factual allegation and all Claims. To this end, the Settlement of the Action, the
21 negotiation and execution of this Agreement, and all acts performed or documents executed
22 pursuant to or in furtherance of this Agreement or the Settlement are not, shall not be deemed to be,
23 and may not be used as, an admission or evidence of any wrongdoing or liability on the part of
24 Defendant or the Released Parties or of the truth of any of the factual allegations in the Action; and
25 are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or
26 omission on the part of Defendant or any Released Parties in any civil, criminal or administrative
27 proceeding in any court, administrative agency or other tribunal.

28 11.4 **Media or Press.** Plaintiff and Defendant, and their respective counsel, agree to

1 limit public comment on this Settlement, the Action, and claims in the Action, stating that the
2 matter has been resolved to the satisfaction of the Parties. Plaintiff and Defendant, and their
3 respective counsel shall not initiate public comment and/or discuss with or present to the media or
4 press.

5 11.5 **Construction.** The Parties hereto agree that the terms and conditions of this
6 Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the
7 Parties and that this Agreement is not to be construed in favor of or against any party by reason of
8 the extent to which any Party or their counsel participated in the drafting of this Agreement. If any
9 of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be
10 extended to the next business day.

11 11.6 **Governing Law.** This Agreement is intended to and shall be governed by the
12 laws of the State of California, without regard to conflict of law principles, in all respects,
13 including execution, interpretation, performance, and enforcement.

14 11.7 **Captions and Interpretations.** Section titles or captions contained herein are
15 inserted as a matter of convenience and for reference only and in no way define, limit, extend, or
16 describe the scope of this Agreement or any provision thereof.

17 11.8 **Modification.** This Agreement may not be changed, altered, or modified,
18 except in writing signed by the Parties and approved by the Court. This Agreement may not be
19 discharged except by performance in accordance with its terms or by a writing signed by the
20 Parties.

21 11.9 **Integration Clause.** This Agreement contains the entire agreement between the
22 Parties relating to the Settlement of the PAGA Action and the transactions contemplated thereby,
23 and all prior or contemporaneous agreements, understandings, representations, and statements,
24 whether oral or written, and whether by a party or such party's legal counsel, are hereby
25 superseded. No rights under this Agreement may be waived except in writing as provided above.

26 11.10 **Successors and Assigns.** This Agreement shall be binding upon and inure to
27 the benefit of the Parties and Settlement Group Members and their respective present and former
28 heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents,

employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

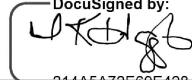
11.11 Corporate Signatories. Any person executing this Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Agreement or any such related document.

11.12 Execution in Counterparts. This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

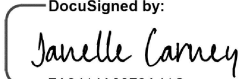
11.13 Attorneys' Fees, Costs and Expenses. Except as otherwise specifically provided for herein, each Party shall bear their or its own attorneys' fees, costs and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other Party to this Agreement.

IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on the date below their signatures of their representatives. The date of the Agreement shall be the date of the latest signature.

Dated: November 7, 2023 PLAINTIFF

By: 
Ilicia Higginbotham

Dated: November 7, 2023 JANELLE CARNEY – ATTORNEY AT LAW, APC

By: 
Janelle Carney
Attorneys for Plaintiff
Ilicia Higginbotham

1 Dated: November 17, 2023

NEWPORT BEACH VINEYARDS & WINERY, LLC

2
3 By: Marilyn Moriarty
4 Name: Marilyn Moriarty
5 Its: Owner

6 Dated: November 20, 2023

CDF LABOR LAW LLP

7
8 By: Brian E. Cole II
9 Nancy N. ("Niki") Lubrano
10 Attorneys for Defendant
11 Newport Beach Vineyards & Winery, LLC
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Exhibit 2

Jerin Wilkinson

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Monday, November 20, 2023 12:15 PM
To: Jerin Wilkinson
Subject: Thank you for your Proposed Settlement Submission

Follow Up Flag: Follow up
Flag Status: Flagged

11/20/2023 10:15:04 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm