

rec'd 10/17/24 lw

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8 OLGA HUIZAR on behalf of  
herself, all aggrieved employees, and the State of  
California as a Private Attorneys General  
9

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

11 OLGA HUIZAR, an individual, on behalf  
12 of herself and all others similarly situated,  
Plaintiff,

13 vs.  
14

15 BAYVIEW VINEYARDS  
16 CORPORATION, a California  
17 Corporation, LAIRD FAMILY ESTATE  
18 LLC, a California Limited Liability  
Company, and DOES 1-50, inclusive,  
19 Defendants.  
20

Case No. 24CV000113

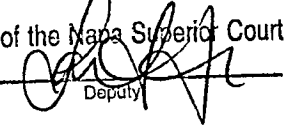
**[PROPOSED] ORDER APPROVING  
SETTLEMENT AGREEMENT AND  
ENTERING FINAL JUDGMENT**

Judge: Hon. Cynthia P. Smith  
Dept.: Courtroom B

Complaint filed: January 25, 2024

**FILED**

OCT 23 2024

Clerk of the Napa Superior Court  
By:   
Deputy

1       The Court has before it a Joint Stipulation to Approve PAGA Representative Action  
2 Settlement between Plaintiff Olga Huizar ("Plaintiff") and Defendant Bayview Vineyard  
3 Corporation and Laird Family Estate LLC ("Defendants") (collectively, the "Parties") for approval  
4 of a settlement agreement pursuant to the Labor Code Private Attorneys General Act of 2004  
5 ("PAGA"), Cal. Lab. Code § 2698 *et seq.* The Court having considered all papers filed and  
6 proceedings herein and otherwise being fully informed, and having made this Judgment which  
7 constitutes a final adjudication of this matter on the merits, and good cause appearing,

8           **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

9           1.       All terms used for purposes of this Order and Judgment, not otherwise defined, shall  
10 have the same meaning as given in the PAGA Settlement Agreement (the "Settlement").

11           2.       The Labor Workforce and Development Agency ("LWDA") has been given notice  
12 of the Settlement. Pursuant to sections 2699(1)(2) and (1)(4) of the California Labor Code, on the  
13 date the Parties filed with the Court the motion seeking approval of the Settlement, Plaintiff  
14 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court  
15 finds and determines that Plaintiff's notice of the Settlement complied with the statutory  
16 requirements of PAGA.

17           3.       The Court confirms approval of the Settlement as to the following group of  
18 individuals, collectively referred to as the "Settlement Group Members":

19                   All current and former employees who worked for Defendants as a  
20 non-exempt, hourly employee in California during the PAGA  
21 Release Period, which extends from October 12, 2023, through the  
22 date the Court signs the order approving the PAGA settlement,  
23 subject to the following limitation: if it is determined that the number  
24 of pay periods during the PAGA Release Period exceeds 21,262  
(19,329, plus 10% of 19,329), then Defendants may elect to either:  
(a) end the PAGA Release Period on the date on which the number  
25 of pay periods reached 21,262, or (b) increase the Gross Settlement  
26 Amount in proportion to the increased percentage (the "PAGA  
27 Release Period").

28           4.       In the event Defendants elect to end the PAGA Release Period to a date prior to the  
date the Court signs this Order, then the Parties shall reflect this in the Proposed Amended Order  
submitted to the Court concurrently with the Settlement Administrator's compliance declaration

1 submitted after the completion of settlement administration setting forth the reasons for the  
2 Amended Order and defining the Settlement Group Members and PAGA Release Period consistent  
3 with Defendants' election. The Amended Order shall also state the allocation payable to the  
4 designated *cy pres* recipient identified in paragraph 4.4.3 of the Settlement.

5 5. This Court has jurisdiction over the subject matter of this litigation, overall  
6 Settlement Group Members, and over those persons and entities undertaking affirmative  
7 obligations under the Settlement.

8 6. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.  
9 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

10 7. The Court approves the Notice of Settlement (Exhibit A to the Settlement  
11 Agreement) to be mailed to Settlement Group Members.

12 8. The Court finds that each Settlement Group Member, in accordance with the  
13 Settlement, releases the following "Released PAGA Claims" against Defendants and the other  
14 Released Parties, as defined by the Settlement Agreement.

15 Any and all claims under PAGA for civil penalties against  
16 Defendants and the other Released Parties that arise out of or  
17 reasonably relate to the allegations asserted in the Operative  
18 Complaint and the LWDA Notice pursuant to PAGA that, during the  
19 PAGA Period, Defendants are liable for failure to: (1) underpaid  
20 wages due to timecard rounding; (2) miscalculating the regular rate  
21 of pay resulting in underpaid overtime, premiums, and sick pay; (3)  
22 meal and rest period violations; (4) unlawful working conditions  
23 including failure to permit cool down rest periods, provide suitable  
24 seating, and appropriate resting facilities; (5) unreimbursed  
25 expenses; (6) failure to timely pay wages, including vacation wages,  
26 and (7) noncompliant wage statements and records; including claims  
27 for violation of the following California Labor Code Provisions: 201-  
28 204, 210, 212, 216, 218.5, 221-223, 225.5, 226, 226.2, 226.6, 226.7,  
227.3, 245-248.6, 256, 432, 432.5- 432.7, 510, 512, 551-552, 558,  
558.1, 1024.5, 1174, 1174.5, 1197, 1197.1, 1194.2, 1197, 1198,  
1198.5, 1199, 2802, and 2804 (the "Released PAGA Claims").

9. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the  
methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,  
are fair and reasonable.

1           10.    The Court authorizes the Settlement Administrator to calculate and pay the  
2 Settlement Shares, in accordance with the terms of the Settlement.

3           11.    The Court awards the Settlement Administrator in this Action its fees and costs of  
4 \$6,850.00, to be paid from the Total Settlement Amount, in accordance with the terms of the  
5 Settlement.

6           12.    The Court awards to PAGA Counsel in this Action 35% of the Total Settlement  
7 Amount for their attorneys' fees (\$332,500.00) and an additional \$15,794.18 in costs, to be paid  
8 from the Total Settlement Amount, in accordance with the terms of the Settlement.

9           13.    The Court awards to Plaintiff in this Action \$7,500.00 as a PAGA Representative  
10 Payment, to be paid from the Total Settlement Amount, to compensate her for initiating and  
11 pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the  
12 event she was unsuccessful in the prosecution of the Action.

13           14.    The Court approves the allocation and payment of \$950,000.00 (the "PAGA  
14 Penalties") as for the compromise of claims brought under PAGA, to be paid in accordance with  
15 the terms of the Settlement. Under the terms of the Settlement, 75% of the PAGA Penalties  
16 (\$440,516.87) will be paid to the LWDA ("LWDA PAGA Payment"), and the remaining 25% of  
17 the PAGA Penalties (\$146,838.96) shall be distributed to the Settlement Group Members in  
18 accordance with the terms of the Settlement.

19           15.    Checks for the Settlement Shares sent to Settlement Group Members shall be valid  
20 for 180 days after issuance. Funds remaining from any checks for Settlement Shares uncashed after  
21 180 days will be disbursed to the *cy pres* recipient selected by the Parties: Napa Valley Farmworker  
22 Foundation, located at 831 Latour Court, Suite A, Napa, CA 94558.

23           16.    The Court retains exclusive and continuing jurisdiction over this Action for purposes  
24 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,  
25 as well as the Settlement.

26           17.    The Settlement and this resulting Order and Judgment represent a compromise of  
27 disputed allegations. Nothing in this Order and Judgment or the Settlement shall be construed as  
28 an admission or concession by any party.

1           18.    Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of  
2 the date of this Order.

3           19.    Within 180 days of the date of this Order, the Parties are directed to file an Amended  
4 Proposed Order and Final Judgment as detailed in paragraph 4, above. Upon satisfaction that the  
5 appropriate payments have been made, the Court will close this case.

6  
7           **IT IS SO ORDERED AND ADJUDGED.**

8  
9           Dated: \_\_\_\_\_

10           10/21/24

11           \_\_\_\_\_  
12           Cynthia P. H.  
13           Judge of the Superior Court

**PROOF OF SERVICE**

**Case No. 24CV000113**

***Huizar v. Bayview Vineyards Corporation, et al.***

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On September 23, 2024, I served the foregoing document described as:

1. **JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA"); [PROPOSED] ORDER THEREON;**
2. **[PROPOSED] ORDER APPROVING SETTLEMENT AGREEMENT AND ENTERING FINAL JUDGMENT;**
3. **DECLARATION OF PLAINTIFF OLGA HUIZAR IN SUPPORT OF PAGA SETTLEMENT APPROVAL;**
4. **DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF STIPULATION TO APPROVE SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA"); and**
5. **DECLARATION OF LISA MULLINS**

X

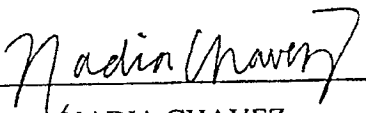
**BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

Marissa Buck, Esq.  
**DICKENSON, PEATMAN & FOGARTY**  
520 3<sup>rd</sup> Street, Suite 260  
Santa Rosa, CA 95401  
mbuck@dpf-law.com  
kmortensen@dpf-law.com

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

Executed on this September 23, 2024, in Los Angeles, California.

  
\_\_\_\_\_  
NADIA CHAVEZ