

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SONOMA

*Rafael Escobar v. Huneus Vintners LLC, et al.*  
*Sonoma County Superior Court Case No. SCV-265937*

**NOTICE OF CLASS ACTION SETTLEMENT**

**To: ALL PERSONS WHO HAVE BEEN EMPLOYED BY HUNEEUS VINTNERS LLC, AS NON-EXEMPT EMPLOYEES IN CALIFORNIA AT ANY TIME FROM JANUARY 30, 2016 THROUGH DECEMBER 7, 2021.**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.**

This Notice is Court Approved. This is not a solicitation from an attorney.

**PLEASE VERIFY YOUR NAME AND ADDRESS:**

«Barcode» Claim #: MIM-«Claim»-«CD» «MailRec»  
«First1» «Last1»  
«c/o»  
«Address1» «Address2»  
«City»,«ST» «ZIP» «Country»

Name/Address Corrections (if any):

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**Your Anticipated Settlement Payment is:**  
**<< EST. INDIVIDUAL SETTLEMENT PAYMENT (Show Actual Dollars)>>**

**PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS**

**WHY DID I GET THIS NOTICE?**

You have received this Notice because we believe that you are a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the lawsuit: *Rafael Escobar v. Huneelus Vintners LLC, et al.*, pending in Sonoma County Superior Court, Case No. SCV-265937 (the “Lawsuit”). A complaint was filed on January 30, 2020. This Notice is being sent to you by the order of the Superior Court of the State of California for the County of Sonoma, which preliminarily approved the settlement and conditionally certified the class on December 7, 2021. This Notice informs you of the terms of the proposed settlement, describes your rights in connection with the settlement, and explains what steps you may take to object to, or exclude yourself from, the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment.**

**YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT**

<b>DO NOTHING AND REMAIN IN THE CLASS</b>	Obtain Settlement benefits and give up your rights to ever sue the Huneelus Vintners LLC or its related entities (“Huneelus”) about any of the claims in this case or released by the Settlement Agreement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	Opt out of the class by February 21, 2022 and get no benefits from the Settlement, and keep your rights to be part of any other lawsuit against Huneelus about any of the claims in this case.
<b>OBJECT</b>	Write to the Settlement Administrator by February 21, 2022 about why you believe that the settlement is unfair, or inadequate. If you want to object, you will remain in the class and may still receive a settlement payment.

**IF YOU ARE A CURRENT EMPLOYEE OF HUNEELUS, STATE AND FEDERAL LAW PROHIBIT RETALIATION AND DISCRIMINATION AGAINST YOU REGARDLESS OF WHICH OF THE ABOVE OPTIONS YOU PURSUE.**

**WHAT IS THIS LAWSUIT ABOUT?**

The Lawsuit was filed by Plaintiff Rafael Escobar (“Plaintiff”) on behalf of all persons who have been employed by Huneelus as a non-exempt employee in California during the Class Period (January 30, 2016 to December 7, 2021).

The Lawsuit pleaded class allegations and claimed that Huneelus failed: (1) to pay wages, including minimum wages arising from Huneelus’ alleged failure to provide off-duty meal periods, or overtime; (2) to provide legally compliant meal periods or compensation in lieu thereof; (3) to provide accurate wage statements to employees; (4) to maintain accurate records; (5) to pay all wages due upon separation of employment; and also claimed that Huneelus imposed or required on-duty meal periods and imposed or required off-the-clock work. Further, the Lawsuit sought penalties under the California Labor Code Private Attorneys General Act of 2004. Huneelus denies each and all of the claims and contentions alleged by the Plaintiff Rafael Escobar. Huneelus denied and continues to deny all of Plaintiff’s allegations.

After engaging in extensive investigation and a full day of mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiff and Huneelus agreed on a class settlement that was preliminarily approved by the Court on December 7, 2021. Plaintiff and Class Counsel support the settlement.

The class settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Huneus that Plaintiff's claims in the Lawsuit have merit or that it has any liability to Plaintiff or the Class on those claims.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation.

### WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Rafael Escobar is the Class Representative or Named Plaintiff in the Lawsuit, and he asserts claims on behalf of himself and the class. The Defendant is Huneus Vintners LLC. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

### WHO IS INCLUDED IN THE SETTLEMENT CLASS?

Any and all persons who have been employed by Huneus, as non-exempt employees in California at any time from January 30, 2016 through December 7, 2021.

The Class or Participating Class Member shall not include any person who submits a timely and valid request for exclusion.

### WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Defendant will pay Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) ("Class Settlement Amount"). After attorneys' fees and costs, enhancement payment to the Named Plaintiff, a payment to the California Labor and Workforce Development Agency, and settlement administration costs are deducted from the Class Settlement Amount, the remaining "Net Settlement Amount" will be distributed to Participating Class Members. Subject to Court approval, the Class Settlement Amount will be allocated as follows:

- **Individual Settlement Payment:** All Participating Class Members are eligible to receive money from the Net Settlement Amount. Each estimated payment is calculated based on a prorated distribution based on the number of Workweeks worked during the Class Period as a percentage of the payments to members of the Settlement Class. Your estimated payment is on the first page of this Notice, but the actual amount may vary somewhat based on the actual implementation of the settlement.
- **Class Representatives Enhancement Payment:** Plaintiff Escobar will request from the Court an award of \$7,500.00 in recognition of his efforts and risks in assisting with the prosecution of the Lawsuit. Any amount ordered by the Court will be paid from the Class Settlement Amount.
- **Class Counsel Award:** Class Counsel will request from the Court not more than one-third (33.33%) of the Class Settlement Amount (\$141,666.67 of \$425,000.00) as attorneys' fees and costs up to a maximum of \$25,000.00 for litigation and resolution of the Lawsuit, as supported by declaration(s). Any amount ordered by the Court as costs will be paid from the Class Settlement Amount.
- **PAGA Payment:** \$40,000 from the Class Settlement Amount is allocated for payment under the California Labor Code Private Attorneys General Act of 2004. Upon Court approval, 75% of the allocation (\$30,000.00) will be paid to the California Labor and Workforce Development Agency, and 25% (\$10,000.00) of the allocation will be distributed as part of the Net Settlement Amount. Any amount ordered by the Court will be paid from the Class Settlement Amount.

- **Settlement Administration:** The cost of settlement administration is \$7,900.00, which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court will be paid from the Class Settlement Amount.
- **Uncashed Settlement Checks:** Participating Settlement Class Members will have 180 days to cash settlement checks. Any unclaimed funds will be tendered to Community Foundation Sonoma County as *cy pres* beneficiary per section 384(b) of the California Code of Civil Procedure and the procedures set forth therein.
- **If you do not exclude yourself you will give up your Released Claims**

The Released Claims means any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses alleged in the operative complaint or which could reasonably have been alleged in either the complaint Plaintiff filed on or about January 30, 2020 or the complaint Plaintiff filed on or about September 18, 2020 based on the facts alleged therein including but not limited to: (a) any alleged failure by any Defendant (1) to pay wages, minimum wages, or overtime wages; (2) to provide legally compliant meal periods or compensation in lieu thereof; (3) to provide accurate wage statements to employees; (4) to maintain accurate records; (5) to pay all wages due upon separation of employment; (b) any right or claim based on any (1) on-duty meal period imposed or required by Defendant; or (2) off-the-clock work imposed or required by Defendant; (c) any right or claim for civil penalties pursuant to PAGA, or any penalties arising under the California Labor Code or Wage Orders based on the alleged failures set forth herein; (d) any right or claim for unfair business practices in violation of California Business & Professions Code §§ 17200, et seq., based on the alleged failures set forth herein; (e) any violation of the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 203, et. seq., and (f) any violation of the California Labor Code arising from or related to the conduct alleged herein, including, without limitation, violation of Labor Code Sections 201, 202, 203, 204, 218.5, 218.6, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., or any other ordinance, rule, regulation, or statute, whether federal state, or administrative, or similar causes of action that any Class Member has or might have, known or unknown, of any kind whatsoever, that was alleged or could have been alleged based on the factual allegations in the operative complaint.

The release will extend to and cover Huneus and any and all of its affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, managers, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, board members, trustees, auditors, accountants, attorneys, benefits administrators, third-party administrators, consultants, contractors, representatives, partners, and any past, present or future officers, directors, and employees) and any other person acting on their behalf or on whose behalf they acted, as well as any predecessors, successors (Huneus Wines LLC), and assigns, as well as any entity that could be deemed a “joint employer” of Plaintiff or members of the Settlement Class.

### WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

**You do not need to do anything to receive a payment from the Net Settlement Amount.**

Defendant’s records show that you were employed from [start date] to [end date] and worked a total of \_\_\_\_\_ Workweeks as a Class Member. “Workweek” or “Workweeks” means any week in which you actively worked at least one day of the week during the Class Period, according to Huneus’ records.

Your anticipated settlement share as stated on page 1 of this document is calculated using that Workweek information.

If you dispute the information about the number of Workweeks that Huneus’ records show you worked during the Class Period, you must advise the Settlement Administrator to substantiate your dispute.

To dispute the number of Workweeks you must send in the mail any records (e.g., paystubs, pay checks or other records) supporting your dates of employment with a letter explaining the dispute and be sure to include the last four digits of your social security number by February 21, 2022. The date of the post-mark will determine if it was timely mailed.

Your anticipated settlement share will be paid in one payment. The payment will be mailed within thirty (30) calendar days of the date the Settlement becomes final.

The Settlement Administrator is: Phoenix Settlement Administrators, 1411 N. Batavia Suite 105, Orange, CA 92867.

#### **WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?**

You have the right to request exclusion from the settlement. To do so, you must submit a written opt-out request to the Settlement Administrator at the following address:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

To be valid, a written request for exclusion must: (1) state your name, address, telephone number, and last four digits of your social security number; (2) be signed by you; (3) be mailed first-class postage pre-paid by February 21, 2022 to the Settlement Administrator at the above address; and (4) clearly state that you do not wish to be included in the Settlement. The date of the post-mark will determine if it was timely mailed. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement and payment of the Class Settlement Amount, including the Release described in this Notice.

**If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement.** Class Counsel will not represent your interests if you request to be excluded.

#### **WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?**

Any Class Member who has **not** asked to be excluded from the settlement may object to the settlement and may appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the "Final Approval Hearing"). The Final Approval Hearing is scheduled to take place on May 4, 2022, at 3:00 p.m., in Department 19 of the Superior Court of the State of California for the County of Sonoma, located at 3055 Cleveland Ave., Santa Rosa, CA 95403.

To be valid, the written objection must be served on the Settlement Administrator, by February 21, 2022. The written objection must state: (1) your full name, address and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection; (3) copies of papers, briefs, or other documents upon which the objection is based, if any; (4) a statement as to whether you intend to appear at the final approval hearing and, if so, a brief written statement explaining why you wish to appear and be heard at the final approval hearing; and (5) the signature of you or your counsel.

You have the right to hire your own attorney, at your own expense, to submit an objection or to appear on your behalf at the Final Approval Hearing. You may, but are not required to appear at the hearing to have your objection considered.

Filing an objection will *not* exclude you from the Settlement Class. You will still have the right to receive an individual settlement payment, unless you have requested to be excluded. Please note that if you exclude yourself, you cannot object.

#### **WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?**

The settlement, if finally approved by the Court and conditioned upon full payment of the Class Settlement Amount will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payment. Final approval of the settlement will bar any Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims. The Settlement Agreement contains additional details about the scope of the release.

**DO I HAVE A LAWYER IN THIS CASE?**

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiff and the Class Members are represented by:

William L. Marder (State Bar No. 170131) Polaris Law Group 501 San Benito Street, Suite 200 Hollister, CA 95023 Tel: (831) 531-4214 Fax: (831) 634-0333	Dennis S. Hyun (State Bar No. 224240) Hyun Legal, APC 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071 (213) 488-6555 (213) 488-6554 facsimile
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(collectively, “Class Counsel”). If you want to be represented by your own lawyer, you may hire one at your own expense.

**WHAT IF MY INFORMATION CHANGES?**

If, after you receive this notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

**FURTHER INFORMATION**

The foregoing is only a summary of the settlement. To see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the Court’s Preliminary Approval Order, Class Counsel’s application for attorneys’ fees and costs, the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may view all such files online at the Settlement Administrators Website [Insert web address].

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator at Phoenix Settlement Administrators, 1411 N. Batavia Suite 105, Orange, CA 92867 or the Class Counsel listed above. Please refer to the *Escobar v. Huneus Vintners LLC* Class Action Settlement.

**FINAL APPROVAL HEARING DATE, TIME AND LOCATION**

The Final Approval Hearing is scheduled to take place on May 4, 2022, at 3:00 p.m. in Department 19 of the Superior Court of the State of California for the County of Sonoma, located at 3055 Cleveland Ave., Santa Rosa, CA 95403.

**SETTLEMENT ADMINISTRATOR’S CONTACT INFORMATION**

**AGAIN, IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS REGARDING ANYTHING CONTAINED IN THIS NOTICE, INCLUDING, BUT NOT LIMITED TO, YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**, you may contact the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, at (800) 523-5773 or the Class Counsel listed above. Please refer to the *Escobar v. Huneus Vintners LLC* Class Action Settlement.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.***