Connor W. Olson (SBN 291493)
Brittany V. Berzin (SBN 325121)
EMPLOYEE & CONSUMER ADVOCATES OF NORTHERN CALIFORNIA PC
520 Capitol Mall, Suite 150
Sacramento, CA 95814
Telephone: (916) 964-2472
Email: office@norcaladvocates.com
Attorneys for Plaintiff MAZIE MARTIN

SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER

MAZIE MARTIN, individually and on behalf of similarly situated employees, Plaintiff, v. TWIN ROCKS ESTATE VINEYARDS AND WINERY, INC., a California corporation; ANGELA SEHR, an individual; JIM SEHR, an individual; and DOES 1 through 25, inclusive, Defendants.	Case No. S-CV0055350 **CLASS ACTION** **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: December 10, 2026 Time: 8:30 a.m. Dept.: 3 Trial Date: None Set

The Motion for Preliminary Approval of Class Action and PAGA Settlement came before the Court on December 10, 2026, at 8:30 a.m. in Department 3. The Court has considered the motion, the Agreement, declarations, proposed class notice, and all evidence and argument submitted. For purposes of preliminary approval only, the Court orders:

I. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL

The Court finds that certification of the following class for settlement purposes only is appropriate under the California Code of Civil Procedure and related case law:

All individuals who have, or continue to, perform work for Twin Ricks Estate Vineyards, Inc. as hourly, non-exempt employees during the Class Period (i.e., May 20, 2021, up to November 7,

2025), and who were included on the list of employees provided to Plaintiffs' counsel on November 7, 2025, for mediation.

The Court finds that Class Members meet the ascertainability and numerosity requirements since the parties can identify with a matter of certainty, based on payroll records, individuals who fall within the definition and the number of Class Members would make joinder impractical. The commonality and predominance requirements are met for settlement purposes since there are questions of law and fact common to Class Members. The common questions of law or fact in this case stem from Plaintiffs' contentions that Defendants (1) failed to pay all regular and overtime wages owed by failing to accurately record and compensate employees for all hours worked; (2) failed to provide legally compliant meal periods and pay meal period premiums; (3) failed to authorize and permit legally compliant rest periods and pay rest period premiums; (4) failed to reimburse employees for necessary business expenses, including the use of personal cellphones for work-related purposes; (5) failed to furnish accurate and complete itemized wage statements; (6) failed to pay employees all gratuities owed; (7) failed to provide and compensate employees for accrued paid sick time; and (8) failed to timely pay all wages owed upon termination or separation of employment. Additionally, Class Members seek the same remedies under state law. The typicality requirement for settlement purposes is also satisfied since the claims of the class representatives are based on the same facts and legal theories as those applicable to the Class Members.

The Court also finds that preliminarily and conditionally certifying the settlement class is required to avoid each Class Member from litigating similar claims individually. This Settlement will achieve economies of scale for Class Members with relatively small individual claims and conserve the resources of the judicial system.

The Court finds that Plaintiffs Mazie Martin and Susana Mullen, counsel, Brittany V. Berzin and Connor W. Olson of NorCal Advocates, to be adequate representatives of the settlement class. The Court appoints them as Class Representatives and Class Counsel, respectively.

II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has reviewed the Agreement, which was submitted with Plaintiffs' Motion as Exhibit A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable and adequate and falls within a range of reasonableness for a settlement that could ultimately be given final approval by this Court. The Court finds the Settlement was agreed upon only after extensive investigation, litigation and arm's length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also acknowledges that Class Members may present any objections to the Settlement at a fairness hearing approved by this Court or opt out of being bound by the preliminarily approved Agreement. The Court preliminarily approves the $550,000 Gross Settlement Amount.

The Court approves of Apex Class Action acting as the Settlement Administrator in this case and hereby appoints them to fulfill those duties as outlined in the Agreement and their quote.

The Court finds that an award of fees under the common fund doctrine may be appropriate in this case because there is a sufficiently identifiable class of beneficiaries (i.e. Class Members), the benefits that Plaintiffs and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump sum percentage of the Gross Settlement Amount. The amounts allocated under the Agreement for attorney's fees and costs, the Enhancement Payments to the Class Representatives, the Settlement Administrator Costs shall be included in the Notice of Settlement to enable Class Members to review and comment thereon. The Court will consider the reaction of Class Members when evaluating the reasonableness of the requested amounts at final approval. Plaintiffs and Class Counsel are directed to provide information in connection with the motion for final approval that will enable the Court to assess the appropriateness of any requested fee percentage, to perform a lodestar crosscheck of the requested fee percentage, and to quantify the amount of time spent by Plaintiffs on this case and any further risks and/or burdens incurred as a result

of acting as Class Representatives. Class Counsel is also directed to provide an updated declaration and itemization regarding actual litigation costs incurred. The Settlement Administrator shall also submit a declaration attesting to Settlement Administrator Costs incurred. The Court will review these amounts and allocations in connection with the final approval hearing. To the extent the Court ultimately awards less than the amounts requested, the difference between the amounts awarded and the amounts requested shall be added to the Net Settlement Amount for distribution to participating Class Members pro rata as set forth in the Agreement.

The Court approves of the Twenty-Five Thousand Dollar ($25,000) PAGA Payment, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA claims. Sixty-five percent (65%) of the PAGA Payment will be paid to the LWDA and twenty-five percent (25%) will be paid to Aggrieved Employees as described in the Agreement. The Court also finds that the Agreement provides a recovery that creates an effective, substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

The Court approves of the distribution of any unclaimed funds to the State of California Unclaimed Property Fund in the name of the employee.

The releases and waivers for Class Members who do not opt out of being bound by the Agreement (i.e. participating Class Members), Aggrieved Employees, and the Class Representatives are also approved by the Court as set forth in the Agreement.

III. APROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR DISTRIBUTING THE NOTICE OF SETTLEMENT

The Court finds the proposed Notice of Settlement, submitted with this Motion as Exhibit F fairly and adequately advises Class Members of the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number of pay periods worked during the Class Period, their pro rata share of the Net Settlement, how to participate in the settlement, how to file documentation in opposition to the proposed settlement, and when to appear at the fairness hearing to be conducted on the date set forth below. The Court further finds that the Notice of Settlement and proposed distribution of such notice by first class mail to each identified Class Member at his or her

most recent address based on a National Change of Address database search from the Class Members' last known address and a skip trace of any Class Members who have the Notice of Settlement returned as undeliverable or not at this address comports with all constitutional requirements, including those of due process.

The Court also finds that because there is a strong interest in providing Class Members the opportunity to participate in the settlement along with the parties' efforts to minimize any intrusion of privacy rights, the sharing of employment information as set forth in the Agreement is not a serious intrusion on their privacy rights. Hence, the Court orders Defendants to provide Class Member information to the Settlement Administrator as set forth in the Agreement and any other information the Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees. The Class Member information will be provided to the Settlement Administrator only. The Settlement Administrator shall only use this information for the purposes identified in the Agreement and shall keep this information confidential consistent with the terms of the Agreement.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information	14 calendar days after the preliminary approval order
Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement	14 calendar days after receipt of employee information
Last day for Class Members to opt out, submit disputes, submit objections, and submit data requests	30 calendar days after the date of the mailing of the Notice of Settlement
Last day for Settlement Administrator to provide parties with signed declaration reporting on settlement administration statistics	7 calendar days after the end of the notice period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel	14 calendar days after the final approval order

Last day for Defendants to fund the settlement	14 calendar days after the final approval order
Last day for Settlement Administrator to issue payment of Class Counsel's attorney's fees and costs, Class Representatives Enhancement Awards, PAGA Payment, Settlement Administrator Costs, payment to participating Class Members, and payment to Aggrieved Employees	7 calendar days after receipt of payment
Last day for participating Class Members and Aggrieved Employees to cash checks	120 calendar days from the date checks are issued
Last day for Settlement Administrator to deliver value of uncashed settlement checks to the State of California Unclaimed Property Fund in the name of the employee	14 calendar days after the check cashing deadline
Last day for Settlement Administrator to provide parties with compliance declaration	14 calendar days after the check cashing deadline

V. FINAL APPROVAL HEARING

The Court hereby grants Plaintiffs' Motion and sets a final approving hearing on the proposed date of March 12, 2027, at 8:30 a.m. in Department 3, with briefs and supporting documentation to be submitted according to the California Code of Civil Procedure. Participating Class Members may object as well as appear and present such objections at the fairness hearing in person or by counsel.

If for any reason the Court does not grant final approval of the Agreement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo and rights of the parties in the litigation. The parties will revert to their respective positions as if no settlement had been reached at all.

IT IS SO ORDERED.

Dated: _____ _____

Judge of the Superior Court