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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN LUIS OBISPO**

12 MARTHA S. TAPIA, individually, and on
behalf of all others similarly situated,

13 Plaintiff,

14 vs.
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16 DAOU VINEYARDS, LLC, a limited liability
company; and DOES 1 through 10, inclusive,

17 Defendants
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Case No. 23CVP-0172

CLASS AND REPRESENTATIVE ACTION

[Assigned for All Purposes to the Honorable
Michael C. Kelley, Department P-2]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff Tapia, the Declaration of Michael
Bui, and [Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: January 26, 2026
Time: 9:00 a.m.
Dept: P-2

Action filed: May 25, 2023
Trial Date: Not Set

~~**PROPOSED**~~ **FINAL APPROVAL ORDER**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On May 23, 2025, the Court entered an Order which granted Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiff Martha S. Tapia ("Plaintiff") and Defendant DAOU Vineyards, LLC ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties' Settlement Agreement of Class Action and Private Attorneys General Act Claims (the "Settlement"). The Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement. The Court now has before it an Order Granting Final Approval of Class Action and PAGA Settlement ("Final Approval Order") to finally approve the Settlement.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Motion for Final Approval"), the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing, **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions as set forth in the Settlement.

2. Plaintiff's Motion for Final Approval came before Department P-2 of this Court, the Honorable Michael C. Kelley presiding, on January 26, 2026.

3. The Court finds that the Settlement was made and entered into in good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful discovery and investigation conducted by Plaintiff and her counsel of record ("Class Counsel"); is the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore, meets the requirements for final approval. In so finding, the Court has considered all the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and

1 complexity of the claims presented; the likely duration of further litigation; the settlement amount
2 offered; the extent of investigation and discovery completed; and the experience and views of Class
3 Counsel. The Court has further considered the absence of opt-outs and objections to the Settlement.
4 Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final Approval and **ORDERS**
5 Judgment to be entered in accordance with the terms herein.

6 4. The Court certifies, for settlement purposes only, the following class ("Settlement
7 Class"): All current and former non-exempt employees who have been employed by Defendant in
8 California during the time period from May 25, 2019 through January 1, 2025 (the "Class Period").

9 5. The PAGA release component of the Settlement shall bind the State of California and
10 PAGA Aggrieved Employees, defined as follows: All current and former non-exempt employees
11 who have been employed by Defendant in California during the period from June 23, 2022 through
12 January 1, 2025 ("PAGA Period").

13 6. The Court finds that Plaintiff has exhausted all administrative remedies required to
14 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
15 with respect to the PAGA claims being released under the Settlement. The Court further finds that
16 pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
17 Development Agency ("LWDA") was given timely notice of the Settlement, has not objected, and is
18 therefore bound by this Final Approval Order.

19 7. The deadline to submit a Request for Exclusion or to submit written Objections to the
20 Settlement was October 28, 2025.

21 8. No Requests for Exclusion were received. Accordingly, all 292 Class Members
22 remain in the Class and are bound by this Final Approval Order and the accompanying Judgment.

23 9. The Court finds that a full opportunity has been afforded to Class Members to object
24 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
25 opportunity to object to the Settlement. No written Objections were received, and no Class Members
26 appeared at the Final Approval Hearing to present any Objections.

27 10. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
28 the Class pursuant to the plan for distribution described under the Settlement, conformed with the

requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied the requirements of due process and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

11. Release of Claims.

a. Released Parties. “Released Parties” means Defendant, and each of its past, present and future agents, employees, servants, owners, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, any actual or alleged joint employers, affiliates, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, owners, attorneys, insurers, stockholders, fiduciaries, parents, subsidiaries, and assigns. (Settlement, § I.V.)

b. Class Member Release. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Settlement Class Members fully and finally release the Released Parties from any and all claims that arose during the Class Period based on the facts, factual predicate, theories, transactions or occurrences, and primary rights alleged in the Lawsuit including without limitation for unpaid wages, including, but not limited to, failure to pay minimum wages, failure to pay straight time compensation, overtime compensation, double-time compensation, and/or interest; off-the-clock work, including without limitation for time engaged in COVID screenings, or time spent clocking, or time worked before or after shifts or during breaks; missed, late, short or interrupted meal and/or rest periods or any allegation that meal or rest periods were not provided, including any claim for any alleged failure to pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; failure to timely

1 pay all earned wages; reimbursement for business expenses or any other claim that
2 Defendant allowed or required employees to bear any of the costs associated with the
3 operation of Defendant's business, including without limitation the use of personal cell
4 phones or face masks; inaccurate or otherwise improper wage statements and/or failure to
5 keep or maintain accurate records; failure to pay all wages due upon separation of
6 employment and within the required time; unlawful deductions; any claim for unfair
7 business practices arising out of or related to any or all of the aforementioned claims; any
8 claim for penalties arising out of or related to any or all of the aforementioned claims,
9 including, but not limited to, recordkeeping penalties, wage statement penalties, minimum
10 wage penalties, liquidated damages, and waiting time penalties; and attorneys' fees and
11 costs. The claims released by the Settlement Class Members also include any and all claims
12 that arise out of or arise in connection with the claims and facts alleged in the Lawsuit, and
13 any claims which could have been asserted in the Lawsuit arising from the alleged facts,
14 factual predicate, theories, transactions or occurrences, and/or primary rights alleged to
15 have been invaded to the fullest extent permitted by law. This release includes claims
16 alleging a violation of the Wage Orders of the California Industrial Welfare Commission;
17 California Business and Professions Code section 17200, *et seq.*; the California Civil Code
18 sections 3287, 3289, 3336, and 3294; California Code of Civil Procedure section 1021.5;
19 and/or alleging a violation of California Labor Code §§ 200, 201, 201.3, 201.5, 202, 203,
20 204, 205.5, 210, 212, 216, 218, 218.5, 218.6, 221, 222.5, 223, 224, 226, 226.3, 226.7, 227.3,
21 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2698
22 *et seq.*, 2800, and 2802. (*Id.* at § III.F.1.)

23 c. Release of PAGA Claims. As of the date Defendant fully funds the entire
24 Gross Settlement Amount, PAGA Aggrieved Employees and the LWDA fully and finally
25 release the Released Parties from all claims under the PAGA associated with any and all
26 claims that arose during the PAGA Period based on the facts, factual predicate, theories,
27 transactions or occurrences, and primary rights alleged in the Lawsuit including without
28 limitation for unpaid wages, including, but not limited to, failure to pay minimum wages,

1 failure to pay straight time compensation, overtime compensation, double-time
2 compensation, and/or interest; off-the-clock work, including without limitation for time
3 engaged in COVID screenings, or time spent clocking, or time worked before or after shifts
4 or during breaks; missed, late, short or interrupted meal and/or rest periods or any allegation
5 that meal or rest periods were not provided, including any claim for any alleged failure to
6 pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such
7 premiums at the regular rate of compensation; failure to timely pay all earned wages;
8 reimbursement for business expenses or any other claim that Defendant allowed or required
9 employees to bear any of the costs associated with the operation of Defendant's business,
10 including without limitation the use of personal cell phones or face masks; inaccurate or
11 otherwise improper wage statements and/or failure to keep or maintain accurate records;
12 failure to pay all wages due upon separation of employment and within the required time;
13 unlawful deductions; any claim for unfair business practices arising out of or related to any
14 or all of the aforementioned claims; any claim for penalties arising out of or related to any
15 or all of the aforementioned claims, including, but not limited to, recordkeeping penalties,
16 wage statement penalties, minimum wage penalties, liquidated damages, and waiting time
17 penalties; and attorneys' fees and costs. The claims released by the PAGA Aggrieved
18 Employees also include any and all claims under the California Private Attorneys General
19 Act of 2004, Cal. Lab. Code § 2698 et seq. that arise out of or arise in connection with the
20 claims and facts alleged in the Lawsuit, and any claims which could have been asserted in
21 the Lawsuit arising from the alleged facts, factual predicate, theories, transactions or
22 occurrences, and/or primary rights alleged to have been invaded to the fullest extent
23 permitted by law. This release includes claims under the California Private Attorneys
24 General Act of 2004 alleging a violation of the Wage Orders of the California Industrial
25 Welfare Commission; California Business and Professions Code section 17200, et seq.; the
26 California Civil Code sections 3287, 3289, 3336, and 3294; California Code of Civil
27 Procedure section 1021.5; and/or alleging a violation of California Labor Code §§ 200,
28 201, 201.3, 201.5, 202, 203, 204, 205.5, 210, 212, 216, 218, 218.5, 218.6, 221, 222.5, 223,

224, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2698 et seq., 2800, and 2802. (*Id.* at § III.F.2.)

12. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

13. The Court finds that the Gross Settlement Amount, the Class Payout Fund, and the methodology used to calculate Class Member Payments and PAGA Payments to Settlement Class Members and PAGA Aggrieved Employees, respectively, are fair and reasonable. Thus, the Court authorizes the Settlement Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

14. No more than 14 calendar days after the Effective Date, the Settlement Administrator, or at a reasonable time thereafter if not reasonably practicable, will provide the Parties with an accounting of all anticipated payments from the Qualified Settlement Amount, including: (a) Class Member Payments, (b) the PAGA Payments; (c) the Named Plaintiff Enhancement Payment; (d) the Fees Award and Costs Award to Class Counsel, and (f) Settlement Administration Expenses (the "Settlement Accounting"). Within 60 calendar days after receipt of the Settlement Accounting from the Settlement Administrator, Defendant shall fully fund the Gross Settlement Amount (**\$300,000.00**) into the Qualified Settlement Account in accordance with the terms of the Settlement. The Settlement Administrator shall distribute the following from the Qualified Settlement Account within 21 calendar days of Defendant's funding: (a) Class Member Payments, (b) the PAGA Payments; (c) the Named Plaintiff Enhancement Payment; (d) the Fees Award and Costs Award to Class Counsel, and (f) Settlement Administration Expenses.

15. A total amount of \$20,000.00 shall be allocated as the "PAGA Payment," payable from the Gross Settlement Amount, for resolution of all PAGA claims released in the Settlement and distributed as follows: 75% (**\$15,000.00**) to the LWDA and 25% (**\$5,000.00**) to PAGA Aggrieved Employees.

16. The Court finds Plaintiff has adequately represented the Class and therefore confirms the appointment of Plaintiff Martha Tapia as the Class Representative, for settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Settlement Class Members and

1 PAGA Aggrieved Employee, the Court approves and orders an enhancement payment to Plaintiff in
2 the amount of **\$5,000.00** (the “Named Plaintiff Enhancement Payment”), payable from the Gross
3 Settlement Amount, in recognition of her time and effort spent pursuing the Action and for the risks
4 associated with suing Defendant.

5 17. The Court confirms the appointment of Plaintiff’s Counsel Moon Law Group, PC as
6 Class Counsel, for settlement purposes only, as they are experienced in wage and hour class action
7 litigation, have no apparent conflicts of interest with Plaintiff, other Class Members, or the Settlement
8 Administrator, and have adequately represented Class interests. The Court approves and orders the
9 payments to Class Counsel, payable from the Settlement Amount, of **\$99,990.00** for reasonable
10 attorneys’ fees (the “Class Counsel Fees Award”), and **\$19,754.76** for reimbursement of out-of-
11 pocket costs (the “Class Counsel Costs Award”). The Court finds that these amounts are reasonable
12 considering the benefits provided to the Class.

13 18. The Court confirms the appointment of Simpluris, Inc. as the Settlement
14 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
15 the payment to the Settlement Administrator of **\$7,000.00** (“Settlement Administration Costs”),
16 payable from the Gross Settlement Amount, for settlement administration.

17 19. Pursuant to California Code of Civil Procedure section 384, following the expiration
18 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
19 Administrator shall transmit those amounts to the California Controller’s Unclaimed Property Fund
20 in the name of each Settlement Class Member and/or PAGA Aggrieved Employee who failed to cash
21 their individual check prior to the void date.

22 20. In accordance with California Rule of Court 3.771(b), notice of the concurrently
23 filed Judgment will be given to the Class by the Settlement Administrator, who will post an
24 electronic copy on its website for no less than ninety (90) calendar days following entry thereof.

25 21. This Final Approval Order and the concurrently filed Judgment are intended to be a
26 final disposition of the Action in its entirety and are intended to be immediately appealable.

27 22. The obligations set forth in the Settlement are deemed part of this Final Approval
28 Order and the concurrently filed Judgment, and the Parties and the Settlement Administrator are

1 ordered to carry out the Settlement according to its terms and provisions.

2 23. Following entry of the concurrently filed Judgment, and without affecting the finality
3 thereof, pursuant to Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h),
4 the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
5 of the terms of the Settlement and all orders and judgments entered in connection therewith.

6 24. The Settlement is finally approved but is not an admission by Defendant of the
7 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
8 law. Neither the Settlement nor any related document shall be offered or received in evidence in
9 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
10 necessary to consummate or enforce the Settlement.

11 25. The Court sets a Case Management Conference re: Distribution on
12 2/9/2027, at 9 00 a.m. in Department P-2. Class Counsel are ordered
13 to file a final report and declaration by the Settlement Administrator regarding settlement
14 distribution no later than 15 calendar days prior to the Case Management Conference. No
15 appearance will be required at the Case Management Conference if the Settlement Administrator's
16 declaration reports that all the distributions under the Settlement are complete.

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18 **IT IS SO ORDERED.**

19 DATED: 2/5/2026



20 The Honorable Michael C. Kelley
21 Judge of the Superior Court, San Luis Obispo County
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