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10 Attorneys for: Plaintiff ANTONIO DIAZ, individually and on behalf of other persons
11 similarly situated and similarly aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN LUIS OBISPO – PASO ROBLES BRANCH**

14 ANTONIO DIAZ, individually and on
15 behalf of other persons similarly situated
16 and similarly aggrieved employees,

17 Plaintiffs,

18 v.

19 PARIS VALLEY VINEYARD
20 SERVICES COMPANY; and DOES 1
21 through 10,

22 Defendants.

Case No.: 22CVP-0244

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to Dept. P2]

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Final Approval Hearing Date: April 5, 2025
Final Approval Hearing Time: 9:00 a.m.

Trial Date: None set.
Action Filed: September 7, 2022

23
24 **TO THE HONORABLE COURT, PARTIES, AND THEIR ATTORNEYS OF**
25 **RECORD:**

26 **PLEASE TAKE NOTICE** that, on November 5, 2024, the Court granted Plaintiff's
27 Motion for Preliminary Approval of Class Action Settlement and entered a written ruling, a
28 true and correct copy of which is appended hereto. The Final Approval hearing was scheduled

1 for April 9, 2025 at 9:00 a.m.

2
3 Dated: November 6, 2024

MOORADIAN LAW, APC

4 By: /s/ Haik Hacopian

5 Zorik Mooradian, Esq.,
6 Haik Hacopian, Esq.,
7 Attorneys for Plaintiffs, individually and
8 on behalf of other persons similarly
situated and other aggrieved employees
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Antonio Diaz v. Paris Valley Vineyard Services Company, Inc., 22CVP-0244

Hearing: Motion for Preliminary Approval of Class Action Settlement

Date: November 5, 2024

TENTATIVE ADOPTED AS
MODIFIED

TENTATIVE RULING

Background.

On September 7, 2022, Plaintiff Antonio Diaz, on behalf of himself and all others similarly situated, filed a wage and hour employment lawsuit against Defendant Paris Valley Vineyard Services Company. Plaintiff's complaint alleges multiple violations of the Labor Code, including for failure to provide meal and rest periods, failure to pay wages, failure to timely pay wages at separation/termination, failure to reimburse business expenses, and violation of Business & Professions Code section 17200. Plaintiff seeks penalties and damages under the Labor Code, the Business and Professions Code, and the Private Attorneys General Act (PAGA).

After mediation with Steve Serratore, Esq., the parties have reached a settlement. Now before the Court is Plaintiff's unopposed motion for preliminary approval of the class action settlement, wherein Plaintiff requests the Court:

1. Provisionally certify the Settlement Class;
2. Appoint Plaintiff as the Class Representative;
3. Appoint Zorik Mooradian and Haik Hacopian of Mooradian Law, APC as Class Counsel;
4. Preliminarily approve the proposed settlement of Plaintiff's PAGA claims;
5. Appoint Phoenix Settlement Administrators as the third-party settlement administrator;
6. Schedule a hearing to consider whether the class settlement should be finally approved, and whether to award an amount for the Service Award to the Class Representative, attorney's fees and costs to Class Counsel, and settlement administration costs; and
7. Approve the proposed Class Notice, and order that it shall be disseminated to the proposed Settlement Class as provided in the Stipulated Settlement Agreement.

Legal Authority.

The court may approve settlements reached before or after a class has been certified. (Weil & Brown, *Cal. Prac. Guide: Civ. Proc. Before Trial* (The Rutter Group 2024), Ch. 14-C, § 14:138.20, citing *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240.) The settlement agreement and proposed Class Notice must be filed with the motion, and the proposed order must be lodged with the motion. (Cal. Rules of Court, rule 3.769(c); Weil & Brown, *supra*, at § 14:138.21.) Plaintiff has satisfied this requirement.

The purpose of preliminarily evaluating class action settlements is to determine whether the proposed settlement is within the “range of reasonableness” for possible approval, and whether it is worthwhile to issue notice to the class and schedule a formal hearing. (Cabraser, Cal. Class Actions and Coordinated Proceedings (2d ed. 2017) § 14.02.) A presumption of fairness applies if there has been arm’s length bargaining, investigation and discovery have been sufficient to allow counsel and the court to act intelligently, class counsel is experienced in similar litigation, and the percentage of class members who object to the settlement is small. (*In re Microsoft I–V Cases* (2006) 135 Cal.App.4th 706, 723; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146.)

Analysis.

The Class.

The proposed class herein consists of 1,100 individuals who were employed by Defendant as non-exempt agricultural employees from September 7, 2018 to January 28, 2024. This description is sufficiently precise to certify a settlement class to receive notice and for the Class Members to identify themselves from the notice. Likewise, Plaintiff’s claims are typical and representative of the Class Members’ claims, who would obtain a substantial benefit by certification of a class, as it appears their claims would be difficult to pursue on an individual basis.

The approximate settlement payment to each Class Member is estimated to be \$430.00. The Individual Settlement Payment to each Class Member will be determined by the total number of workweeks worked by the entire Class plus an enhancement of up to six additional workweeks to employees whose employment ended between September 7, 2019, and January 28, 2024 to compensate them for waiting time penalties. The value of a workweek worked shall be calculated by counting the total number of workweeks worked by all Class Members and dividing the Net Settlement Amount by that number. Each participating Class Member will receive an individual settlement payment equal to his or her number of workweeks worked multiplied by the value of a workweek worked. Assuming maximum awards under the settlement and 70,000 total workweeks, the workweek value calculates to \$6.76 ($\$773,000 \div 70,000$).

The Settlement.

As part of the settlement, Defendant has agreed to pay a Settlement Amount (S.A.) of \$840,000. After deductions for the Named Plaintiff’s Service Award (\$5,000), Plaintiff’s counsel’s attorney’s fees (\$294,000, or 35% of the S.A.), Plaintiff’s counsel’s costs (\$25,000), PAGA Payment (\$30,000, with 75% going to the Labor and Workforce Development Agency [LWDA]), and the Claims Administration Costs (\$13,000), the Net Settlement Amount (NSA) is \$473,000. Each Class Member’s individual settlement amount will be allocated as follows: (a) 10% of each share shall represent claimed unpaid wages; and (b) 90% shall represent claimed interest and penalties.

The Class Notice.

If the court has certified the action as a class action, notice must be given to the class members containing an explanation of the proposed settlement, procedures for class members to follow in filing written objections to the settlement, and procedures for arranging to appear at the settlement hearing to state any objections to the proposed settlement. (Cal. Rules of Court, rule 3.769(f); Weil & Brown, *supra*, Ch. 14-C, § 14:139.11.)

Here, the proposed Class Notice will be provided to the Class Members via First Class U.S. mail. The proposed Class Notice defines the Class Members and informs them of the settlement and their respective rights. The Class Notice accurately advises the Class Members of their options, including “Do Nothing,” “Opt Out Or Exclude Yourself,” or “Object.”

The Class Notice clearly sets forth the S.A., and details how each Class Member’s payment will be calculated based on the number of workweeks worked by each participating Member during the Class Period. The Notice also describes the upcoming hearing on final approval and advises the Class Members they may attend if they wish to do so.

The Court notes that the address of the Superior Court needs to be revised on pages 3 and 9 of the Class Notice from “901 Park Street, San Luis Obispo, CA 93446” to “901 Park Street, Paso Robles, CA 93446.”

Conclusion.

The motion for preliminary approval is granted. The Court will set a final approval hearing at the November 5, 2024 hearing.

The Court sets Hearing re: Final Approval April 9, 2025 9:00 a.m. P2.

**STATE OF CALIFORNIA, COUNTY OF SAN LUIS OBISPO
CERTIFICATE OF MAILING**

Antonio Diaz vs. Paris Valley Vineyard Services Company, Inc.

22CVP-0244

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I, Kimberly Hernandez, Deputy Clerk of the Superior Court of the State of California, County of San Luis Obispo, do hereby certify that I am over the age of 18 and not a party to this action. Under penalty of perjury, I hereby certify that on **11/05/2024** I deposited in the United States mail at Paso Robles California, first class postage prepaid, in a sealed envelope, a copy of the attached **TENTATIVE ADOPTED AS MODIFIED**. The foregoing document was addressed to each of the above parties.

OR

☒ Document served electronically pursuant to CRC§2.251(b)(1)(B).

Dated: 11/5/2024

Michael Powell, Clerk of the Court

By: /s/ Kimberly Hernandez, Deputy Clerk
Kimberly Hernandez

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On November 6, 2024, I served on the parties of record in this action the foregoing document(s) described as:

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent on the date shown below to the e-mail addresses of the persons listed below. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.

Executed on November 6, 2024 Calabasas, California.

PROOF OF SERVICE