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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN LUIS OBISPO – PASO ROBLES BRANCH

ANTONIO DIAZ, individually and on behalf of others similarly situated and similarly aggrieved employees,

Plaintiffs,

v.

PARIS VALLEY VINEYARD SERVICES COMPANY, an active California Corporation; and DOES 1 through 10,

Defendants.

Case No.: 22CVP-0244

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. Michael C. Kelley in Dept. P-2]

PLAINTIFF’S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE’S ENHANCEMENT AWARD, CLASS COUNSEL ATTORNEYS’ FEES AND COSTS, SETTLEMENT ADMINISTRATION COSTS, AND LWDA PAYMENT; DECLARATION OF ZORIK MOORADIAN; DECLARATION OF TAYLOR MITZNER; DECLARATION OF ANTONIO DIAZ; (PROPOSED) ORDER

Date: April 9, 2025

Time: 9:00 a.m.

Dept.: P-2

1 **PLEASE TAKE NOTICE** that, pursuant to Cal. Rules of Court, rule 3.769, on April
2 9, 2025 at 9:00 a.m. or as soon thereafter as the matter may be heard in Department P-2 of the
3 above-entitled Court located at 901 Park Street, Paso Robles, California 93446, Plaintiff
4 Antonio Diaz ("Plaintiff"), individually and on behalf of a similarly-situated class of
5 individuals, will and hereby does move this Court for entry of an Order pursuant to California
6 Code of Civil Procedure § 382 and California Rules of Court, rule 3.769:

7 1. Confirming the certification of the Settlement Class for settlement purposes
8 under Section 382 of the California Code of Civil Procedure, defined as follows:

9 All current and former non-exempt employees who worked for
10 Defendant Paris Valley Vineyard Services Company in California
11 during the period starting September 7, 2018 to January 28, 2024
12 (“Class Period”) (or if any such person is incompetent, deceased, or
13 unavailable due to military service, the person’s legal representative
14 or successor in interest evidenced by reasonable verification);

14 2. Confirming the appointment of Plaintiff Antonio Diaz as Class Representative;

15 3. Confirming the appointment of Zorik Mooradian and Haik Hacopian of
16 Mooradian Law, APC as Class Counsel;

17 4. Granting final approval of the Stipulated Settlement Agreement (“Settlement
18 Agreement” or “S.A.”);

19 5. Approving an award of \$294,000 in Attorneys’ Fees to Class Counsel;

20 6. Approving an award of \$25,000 in litigation costs and expenses to Class
21 Counsel;

22 7. Approving an award of \$13,000 in Settlement Administration Costs to Phoenix
23 Settlement Administrators;

24 8. Approving an allocation of \$30,000 for Private Attorneys General Act
25 (“PAGA”) claims with respective division and payments as follows: 75% (\$22,500) to the
26 California Labor and Workforce Development Agency (“LWDA”) and 25% (\$7,500) to
27 Aggrieved Employees i.e. “all non-exempt employees who are or previously were employed
28 by Defendant Paris Valley Vineyard Services Company in California during the PAGA Period

1 ('the period starting September 7, 2021, to January 28, 2024') (or, if any such person is
2 incompetent, deceased, or unavailable due to military service, the person's legal representative
3 or successor in interest evidenced by reasonable verification)"; and

4 9. Approving an Enhancement Award totaling \$5,000 to Plaintiff for his services
5 as the Class Representative.

6 This Motion is made on the following grounds: (1) the Settlement Class continues to
7 meet the requirements for class certification for settlement purposes only under Code of Civil
8 Procedure § 382; (2) Plaintiff Diaz and previously appointed Class Counsel continue to be
9 adequate representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and
10 reasonable compromise of disputed wage and hour claims; (4) the requested awards of Class
11 Counsel Attorneys' Fees, Class Counsel Costs, Enhancement Award, and Settlement
12 Administration Costs, are all fair, adequate, and reasonable; and (5) in light of the foregoing,
13 the [Proposed] Order Granting Final Approval of Class Action Settlement submitted herewith
14 should be entered so as to give finality to, and allow for disbursements from, the Settlement.

15 This motion is based on this Notice, the attached Memorandum of Points and
16 Authorities, the supporting declarations of Zorik Mooradian, Taylor Mitzner, Antonio Diaz,
17 and the exhibits attached thereto; the Settlement Agreement; all other pleadings and papers on
18 file in this action; and on any further oral or documentary evidence or argument presented at
19 the time of hearing.

20
21 Dated: March 12, 2025

MOORADIAN LAW, APC

22 By: /s/Haik Hacopian

23 Zorik Mooradian, Esq.,

24 Haik Hacopian, Esq.,

25 Attorneys for Plaintiff individually and on
26 behalf of others similarly situated and other
27 aggrieved employees
28

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff, Antonio Diaz, (hereinafter “Plaintiff” or “Class Representative”), hereby
4 requests final approval of the non-reversionary class action settlement entered into with
5 Defendant Paris Valley Vineyard Services Company (hereinafter “PVVSC” or “Defendant”)
6 which resolves the subject class and representative action on behalf of the Settlement Class
7 defined as follows:

8 All current and former non-exempt employees who worked for
9 Defendant Paris Valley Vineyard Services Company in California
10 during the period starting September 7, 2018 to January 28, 2024
11 (“Class Period”) (or if any such person is incompetent, deceased, or
unavailable due to military service, the person’s legal representative or
successor in interest evidenced by reasonable verification).

12 This settlement has been received positively by the Settlement Class with a 100%
13 participation rate by 1,139 Settlement Class Members. There are zero objections, zero
14 exclusion requests, and zero disputes.

15 This settlement, if approved, will pay an average of \$415.28 to Participating
16 Settlement Class members. PVVSC will pay a gross settlement of \$840,000 to fund the
17 settlement, plus the employer’s share of payroll taxes on the portion of the net settlement that
18 is allocated to wages.

19 As explained below, the Court should grant Plaintiff’s Motion in its entirety because:
20 (1) the Settlement Class continues to meet the requirements for class certification for
21 settlement purposes only under Code of Civil Procedure § 382; (2) the Settlement warrants
22 final approval because it is a fair, adequate, and reasonable compromise of the disputed claims
23 in this case; and (3) the amounts requested for Class Counsel’s Attorneys’ Fees, Class
24 Counsel’s Costs, Plaintiff’s Enhancement Award, and Settlement Administration Costs are all
25 fair, adequate, and reasonable. In light of the foregoing, this Court should enter the [Proposed]
26 Order Granting Final Approval of Class Action Settlement submitted concurrently herewith.
27

1 Given the risks of this litigation and the amount of the settlement, the result here is
2 laudable. As detailed below, the work performed by Plaintiff and Class Counsel was
3 significant. Among other things, Class Counsel:

- 4 • Conducted initial investigations and developed the theories and facts to support
5 Plaintiff's claims;
- 6 • Conducted informal discovery including review and analysis of significant
7 document and wage related electronic records including employee time and payroll records;
- 8 • Prepared a detailed mediation brief and damages analysis in connection with a
9 mediation session with Mr. Steve Serratore;
- 10 • Engaged in arm's length settlement negotiations with Defendant at the
11 mediation which resulted in this settlement;
- 12 • Worked with Defendant to further perfect the Settlement, to prepare the
13 Settlement Agreement, related forms, and approval motions; and
- 14 • Incurred a minimum of \$25,000.00 in costs pursuing this case on behalf of
15 Settlement Class Members that would not have been recoverable had Plaintiff lost.

16 Moreover, in pursuing this case against Defendant, Plaintiff and Class Counsel faced
17 serious risks, including but not limited to:

- 18 • The risk of being unable to establish class-wide liability on the meal and rest
19 period claims in light of the defense that all breaks were properly provided under *Brinker*
20 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004;
- 21 • The necessity of significant individualized inquiry with respect to any unpaid
22 wage claims and/or meal/rest break claims making certification unlikely and decertification
23 likely;
- 24 • The risk of being unable to establish class-wide liability on the wage statement
25 and waiting time claims in light of the burden of proving that any violations were "knowing
26 and intentional";

1 • The risk of being denied the ability to proceed on a class basis in view of the
2 U.S. Supreme Court’s decisions in *Wal-Mart Stores, Inc. v. Dukes* (2011) 131 S.Ct. 2541, and
3 *Comcast Corp. v. Behrend* (2013) 133 S.Ct. 1426, and the California Supreme Court’s
4 decision in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1;

5 • The risk of a potentially prolonged and expensive trial;

6 • The risk of Plaintiff being held liable for Defendant’s attorneys’ fees and/or
7 costs if this case had been unsuccessful;

8 • The risk of lengthy appeals; and

9 • The risk that Plaintiff’s future employment prospects would be adversely
10 affected by filing the instant lawsuit.

11 Despite the many risks faced by Plaintiff and Class Counsel, and the difficulty in
12 prosecuting such a complex case, they nevertheless achieved a positive result for the
13 Settlement Class. Accordingly, Class Counsel’s request for attorneys’ fees of \$294,000.00, or
14 thirty-five percent (35%) of the Settlement Amount, is fair, adequate and reasonable. This
15 amount is well-earned, supported by controlling case law, and is squarely within the range
16 awarded by California courts in similar complex cases. Such an award is reasonable and
17 supported by the California Supreme Court’s ruling in *Laffitte v. Robert Half Intern., Inc.*
18 (2016) 1 Cal 5th 480. Class Counsel’s collective lodestar is \$85,100, and the application of a
19 3.45 multiplier would result in the requested fee award. Alternatively, to the extent counsel’s
20 lodestar is valued at the Laffey Matrix’s current hourly rates, the application of a 1.8 multiplier
21 would result in the requested fee award. The requested expenses totaling \$25,000.00 were
22 reasonable and necessary to the prosecution of this action and the administration of this
23 Settlement and are less than the incurred expenses to date of \$25,607.14.

24 Likewise, it is fair that the Settlement Administrator be paid its reasonable fee of
25 \$13,000.00 and a payment for \$22,500.00 to the LWDA, for its 75% share of PAGA penalties,
26 be approved.
27

1 Finally, Plaintiff's requested Enhancement Award of \$5,000.00 also warrants approval
2 because it is fair and reasonable in view of Plaintiff's efforts in his case and the risks he has
3 undertaken, especially considering that he jeopardized his future job prospects and exposed
4 himself to the risk of awards for attorneys' fees and costs against him (which could have
5 potentially totaled several hundred thousand dollars).

6 Accordingly, this Court should grant this Motion in its entirety and finally approve the
7 settlement.

9 **II. FACTUAL AND PROCEDURAL BACKGROUND**

10 **A. Plaintiff's Lawsuit**

11 On September 7, 2022, Plaintiff Antonio Diaz filed the instant class action lawsuit
12 against Defendant PVVSC, individually and on behalf of other persons similarly situated. S.A.
13 ¶2.1. On January 16, 2024, Plaintiff Diaz sent the LWDA Exhaustion Letter, pursuant to the
14 Private Attorneys General Act ("PAGA"), to Defendant PVVSC and to the Labor and
15 Workforce Development Agency ("LWDA"). S.A. ¶2.2.

16 On April 19, 2024, the operative First Amended Complaint was filed in the Action
17 which asserts the following causes of action: (1) Failure to Provide Meal Periods; (2) Failure
18 to Provide Paid Rest Periods; (3) Failure to Pay Wages; (4) Failure to Timely Pay Wages at
19 Termination/Separation; (5) Failure to Provide Accurate Wage Statements; (6) Failure to
20 Reimburse Business Expenses; (7) Violation of Unfair Business Practices Act – Bus. & Prof.
21 Code §§ 17200, et seq.; and (8) Penalties Pursuant to Private Attorneys General Act
22 ("PAGA"). S.A. ¶2.4.

24 **B. Discovery and Mediation**

25 The Parties have conducted investigation of the operative facts and applicable law
26 during the pendency of the case through both formal and informal discovery. Plaintiff has
27 reviewed and examined class data and has retained the services of an expert who has analyzed
28 the damages and evaluated the potential class wide exposure. Prior to mediation, Defendant

1 produced a 20% sample of time and payroll records embodied by over a 24,000 bates page
2 number production. Declaration of Zorik Mooradian (hereinafter “ZM Decl.”), ¶7.

3 On November 29, 2023, Plaintiff and Defendant participated in a full-day mediation
4 before Mr. Steve Serratore. The Parties were able to reach a resolution at the mediation and
5 ultimately entered into their Stipulated Settlement Agreement, a true and correct copy of
6 which was included as part of Plaintiff’s Preliminary Approval filing. ZM Decl. ¶8.

7 **C. Grant of Preliminary Approval**

8 This Court entered the Preliminary Approval Order on November 5, 2024 after holding
9 a hearing on that date. Prior to the hearing, on July 31, 2024, Plaintiff filed his Motion for
10 Preliminary Approval. A true and correct copy of the November 6, 2024 Notice of Entry of
11 Order Granting Preliminary Approval of Class Action Settlement is attached as **Exhibit “1”**
12 to the Declaration of Zorik Mooradian. ZM Decl., ¶9, Exh. 1.

13 Preliminary Approval Motion filings were submitted to the LWDA online, proofs for
14 which were provided with each respective filing. These submissions were in addition to the
15 PAGA Notice Letter communicated by Plaintiff to Defendant and the LWDA.

16 **III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS**

17 **A. Monetary Terms**

18 This Settlement provides for PVVSC to pay the non-reversionary settlement amount
19 of \$840,000 (“Settlement Amount”), in addition to the employer share of payroll taxes on the
20 wage component of this Settlement. S.A. ¶¶1.22, 3.5. The Net Settlement Amount is the
21 amount remaining from the Settlement Amount after deducting Class Counsel fees
22 (\$294,000.00 or thirty-five percent of the Settlement Amount), Class Counsel costs
23 (\$25,000.00), the Enhancement Award to named Plaintiff (\$5,000.00), settlement
24 administration costs (\$13,000.00), the LWDA’s 75% share of the PAGA allocation
25 (\$22,500.00), and aggrieved employees 25% share of same (\$7,500.00). S.A. ¶1.16. The
26 foregoing deductions from the Settlement Amount result in a Net Settlement Amount of
27 \$473,000. The simple average class settlement payment calculates to \$415.28 (\$473,000 ÷
28

1 1,139), the highest payment would be \$1,941.30. ZM Decl., ¶10. Declaration of Taylor
2 Mitzner (hereinafter “Mitzner Decl.”), ¶14.

3 An Individual Settlement Payment will be determined by the total number of
4 Workweeks Worked by the entire Settlement Class plus an enhancement of up to six (6)
5 additional workweeks to employees whose employment ended between September 7, 2019
6 and January 28, 2024 to compensate them for their waiting time claim. S.A. ¶4.3. Settlement
7 Class Members have worked a collective total of 67,025 Workweeks during the Class Period.
8 As there are an additional 1,928.25 Workweeks generated by the enhancement to former
9 employees, the Workweek total sums up to 68,953.25. The value of a Workweek is
10 approximately \$6.86 ($\$473,000 \div 68,953.25$), which is also the amount of the lowest payment
11 to Settlement Class Members employed for only one Workweek during the Class Period.
12 Mitzner Decl., ¶¶12-13.

13 The sum payable to each Aggrieved Employee shall be allocated based on the
14 proportionate number of weekly pay periods worked by the individual Aggrieved Employee
15 during the PAGA Period relative to the total number of pay periods worked by all Aggrieved
16 Employees. S.A. ¶3.9. There are 704 Aggrieved Employees who worked a total of 29,243 Pay
17 Periods during the PAGA Period. The average Individual PAGA Payment calculates to \$10.65
18 ($\$7,500 \div 704$) and the highest calculates to \$32.06. The value of a pay period calculates to
19 approximately \$0.26 ($\$7,500 \div 29,243$). Mitzner Decl., ¶16.

20 Individual Settlement Payments will be allocated ten percent (10%) to wages and
21 ninety percent (90%) to interest and penalties. Individual PAGA Payments, as penalties, will
22 be reported on 1099 Forms. S.A. ¶4.9.

23
24 **B. Summary of Notice Process and Response from the Settlement Class**

25 On November 19, 2024, Phoenix received a data file from Defense Counsel (“Class
26 List”) that contained names, last known mailing addresses, Social Security numbers, and dates
27 of employment, and workweeks for each Class Member during the Class Period and pay
28 periods for each Aggrieved Employee during the PAGA Period. Mitzner Decl., at ¶3.

On December 3, 2024, the Class Notices were mailed via U.S. first class mail, in English and Spanish, to all 1,139 Class Members after conducting a National Change of Address (NCOA) search to update addresses. *Id.* at ¶¶5 & 6 (See Exhibit “A” – Class Notice). Ultimately, 34 Notices were undeliverable after a skip trace. *Id.* at ¶¶7 & 8.

Class Members had until February 3, 2025 to submit objections, disputes, and/or requests for exclusion. *Id.* at ¶¶9-11. As of February 21, 2025, Phoenix has not received any objections, disputes to the settlement, or requests for exclusion. *Id.*

The average payment to each Participating Class Member is estimated at \$415.28, the highest payment is estimated at \$1,941.30, and the lowest at \$6.86. *Id.* at ¶¶13-14. The average individual PAGA Payment is estimated to be \$10.65, the highest at \$32.06. *Id.* at ¶16.

C. Timing of Payments and Uncashed Checks

PVVSC shall fully fund the Settlement Amount within 30 days after the Effective Date. S.A. ¶4.12. The Settlement Administrator shall distribute within fourteen (14) days after PVVSC funds the Settlement Amount. S.A. ¶4.13. As there are no objections, the Effective Date will be 60 days following the date of the Court’s Notice of Entry of Order regarding Final Approval of the Settlement and the judgment is final. S.A. ¶1.13.

All checks for Individual Settlement Payments shall remain valid and negotiable for 180 days from the date of their issuance. Any checks not cashed during the 180 day period after distribution shall be void, and the Participating Settlement Class Member’s release shall remain valid. After the 180 day period, all uncashed Individual Settlement Payments shall escheat to the Unclaimed Property Fund of the Controller’s office for the State of California. S.A. ¶4.15.

IV. THIS COURT SHOULD CONFIRM ITS CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS FOR SETTLEMENT PURPOSES BECAUSE IT MEETS ALL OF THE REQUIREMENTS FOR CLASS CERTIFICATION UNDER CODE OF CIVIL PROCEDURE § 382

Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable and its members are too numerous for joinder to be practical; (2) the representative(s) and

absent class members share a community of interest and questions of law and fact common to the class predominate over questions unique to individual class members; (3) the representative's claims are typical of the class's claims; and (4) the representatives will fairly and adequately represent the class's interests. See *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Here, this Court found that the Settlement Class meets all the requirements for class certification for settlement purposes when it granted preliminary approval of the Settlement on November 5, 2024. No new circumstances have cast any doubt on the propriety of the preliminary approval determination. ZM Decl., ¶11. In fact, the reaction of the Settlement Class Members to the notice of the Settlement to date has been entirely in support of the Settlement, with not a single Class Member objecting or requesting exclusion. Mitzner Decl., ¶¶9 & 10. Accordingly, this Court should confirm its conditional certification of the Settlement Class.

A. **This Court Should Finally Approve the Settlement Because It Is a Fair, Adequate, and Reasonable Compromise of Disputed Wage and Hour Claims**

California courts have a strong policy in favor of settlement. See e.g., *Stambaugh v. Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing at which class members have the opportunity to be heard with respect to the settlement. *Id.* Now that notice has been provided to the Settlement Class Members, and the notice process is complete, Plaintiff respectfully requests that the Court finally approve the Settlement as fair, adequate, and reasonable.

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1 **1. *The Settlement Was Reached Via Arm’s-Length Bargaining***
2 ***Through Experienced Counsel and an Experienced Mediator and***
3 ***Was Based on Sufficient Information to Intelligently Negotiate a***
4 ***Fair Settlement in Light of the Claims Asserted and Risks of***
5 ***Continued Litigation***

6 A settlement is presumptively fair where it is reached through arm’s-length bargaining,
7 based on sufficient discovery and investigation to allow counsel and the court to act
8 intelligently, counsel is experienced in similar litigation, and the percentage of objectors to
9 the settlement is small. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. In
10 deciding whether to approve a proposed settlement, a trial court has broad powers to determine
11 if the proposed settlement is fair under the circumstances of the case. *Mallick v. Superior*
12 *Court* (1979) 89 Cal.App.3d 434, 438. In exercising these powers, the overriding concern is
13 to ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk, supra*, 48
14 Cal.App.4th at 1801 (internal quotations omitted). Relevant factors for the Court to consider
15 include, but are not limited to:

16 [T]he strength of Plaintiff’s case, the risk, expense, complexity and
17 likely duration of further litigation, the risk of maintaining class
18 action status through trial, the amount offered in settlement, the
19 extent of discovery completed and the stage of the proceedings, the
20 experience and views of counsel, the presence of a governmental
21 participant, and the reaction of the class members to the proposed
22 settlement.

23 *Id.* These factors require balancing, are non-exhaustive and, as such, trial courts should tailor
24 the factors to each case and give due regard to “what is otherwise a private consensual
25 agreement between the parties.” *Id.*

26 “In the context of a settlement agreement, the test is not the maximum amount Plaintiff
27 might have obtained at trial on the complaint, but rather whether the settlement is reasonable
28 under all of the circumstances.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
29 250. Because settlements inherently involve compromise, even settlements providing for
30 substantially narrower relief than likely would be obtained if the suit were successfully
31 litigated can be reasonable because “the public interest may indeed be served by a voluntary
32 settlement in which each side gives ground in the interest of avoiding litigation.” *Id.* (quoting

1 *Air Line Stewards, etc., Local 550 v. American Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101,
2 109). In addition, courts review the discovery process and information received through it to
3 aid them in assessing whether the parties sufficiently developed the claims and their
4 supporting factual bases before reaching settlement. See *Kullar v. Foot Locker Retail Inc.*
5 (2008) 168 Cal.App.4th 116, 129-31. Information is sufficient where it allows the parties and
6 the court to form “an understanding of the amount that is in controversy and the realistic range
7 of outcomes of the litigation.” See *Clark v. American Residential Services LLC* (2009) 175
8 Cal.App.4th 785, 801. This requirement exists so that the parties can provide the court with
9 “a meaningful and substantiated explanation of the manner in which the factual and legal
10 issues have been evaluated.” *Kullar, supra*, 168 Cal.App.4th at 132.

11 Here, the Settlement resulted from extensive arm’s-length settlement negotiations
12 between and among qualified and experienced counsel, with the assistance of a well-respected
13 mediator, and is fair, adequate, and reasonable for all Settlement Class Members. As
14 discussed, the parties participated in a mediation session before Mr. Steve Serratore and
15 agreed to their Settlement. ZM Decl., ¶8. While Plaintiff steadfastly maintains that his claims
16 are meritorious, he also appreciates that there are tremendous risks that continued litigation
17 would entail thereby resulting in a loss in value under the maximum exposure analysis, as
18 extensively briefed in Plaintiff’s papers in support of Preliminary Approval.

19 First, there are risks with respect to obtaining, and maintaining, class certification for
20 trial purposes that support the fairness of the Settlement. For example, in the case of *Koval v.*
21 *Pacific Bell Telephone Co.* (2014) 232 Cal.App.4th 1050, the plaintiffs were unable to certify
22 claims for failure to provide meal and rest periods due to their inability to show that managers
23 applied allegedly illegal policies consistently on a class-wide basis. See also *Ali v. U.S.A. Cab,*
24 *Ltd.* (2009) 176 Cal.App.4th 1333, 1350. Moreover, the California Supreme Court’s decision
25 in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1, makes class certification even less certain given
26 its antipathy towards using “sampling” as a basis for ascertaining class-wide liability and/or
27 damages. Accordingly, Plaintiff would likely encounter extreme difficulty in certifying most
28 of the claims in this case because, while they may present substantial common liability issues,

1 they also give rise to individual damages issues. ZM Decl., ¶12. Thus, there is a significant
2 risk that this case would not proceed to completion as a class action absent the Settlement.

3 Second, there are substantial risks with respect to establishing the merits of Plaintiff's
4 claims. As explained in the briefing in support of the Motion for Preliminary Approval, the
5 primary claim for unpaid wages required determinations at the individual level as to "why"
6 any off-the-clock work was performed, a major impediment to class certification. Defendant
7 contended that it satisfied their obligations under *Brinker*. Moreover, engaging in the inquiry
8 of whether any late, short, or missed break was a result of employee choice or employer
9 coercion would entail significant individualized inquiries affecting class treatment of the
10 claims. Defendant vehemently denied that it engaged in any unlawful activity, failed to
11 comply with the law in any respect, or has any liability to any person or entity under the claims
12 asserted in the lawsuit. ZM Decl., ¶12.

13 Third, Defendant's defenses and the uncertainty surrounding the merits of Plaintiff's
14 underlying claims could potentially preclude most of the penalties sought in this case. For
15 instance, Labor Code § 203 requires proof of "willful" or "knowing and intentional" Labor
16 Code violations for liability to be imposed. Thus, the existence of a good faith dispute that
17 could preclude any recovery of wages (even if the plaintiff ultimately prevails) can preclude
18 such penalties from being awarded. 8 Cal. Code Regs. §13520(a); *Road Sprinkler Fitters*
19 *Local Union No. 669 v. G&G Fire Sprinklers, Inc.* (2002) 102 Cal.App.4th 765, 782; see also
20 *Choate v. Celite Corp.* (2013) 215 Cal.App.4th 1460 (reversing award of waiting time
21 penalties based on employer's good faith defense notwithstanding that the plaintiffs prevailed
22 on the underlying wage claims). Additionally, gross wages earned (as unpaid hourly and
23 premium wages are potentially here) are not included in the list of faults for which an
24 employee is deemed to suffer injury under Lab. Code. Sec. 226(e)(2)(B).

25 Each of these considerations bore heavily on the negotiations allowing for the
26 Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable
27 compromise in view of the risks of further litigation. ZM Decl., ¶13. As detailed in the papers
28 supporting the Motion for Preliminary Approval, Plaintiff Diaz carefully vetted the claims at

1 issue by reviewing policies, records and data regarding the size and makeup of the class. Thus,
2 while the risks discussed herein are far from exhaustive, they demonstrate that the Settlement
3 is fair, adequate, and reasonable in view of them.

4 **2. The Settlement Fairly, Reasonably, and Adequately Compensates**
5 **Settlement Class Members Because Each Participating Class**
6 **Member Will Be Paid Based on the Extent of His or Her Injury as**
7 **Compared to Other Class Members**

8 The Net Settlement Amount will be paid to all Participating Settlement Class Members
9 based on the number of workweeks worked during the Class Period. S.A. ¶4.3. Such an
10 allocation method is fair, adequate, and reasonable because it correlates to the extent of harm
11 allegedly suffered based on the asserted claims. ZM Decl. ¶14. All checks not cashed within
12 180 days shall escheat to the Unclaimed Property Fund of the Controller’s office for the State
13 of California which will allow Class Members to later claim any uncashed payments. S.A.
14 ¶4.15.

15 **3. The Absence of Any Objections or Exclusion Requests Further**
16 **Confirms That the Settlement Is a Fair, Adequate, and Reasonable**
17 **Compromise of the Disputed Claims at Issue**

18 The response of class members to a settlement is relevant in evaluating whether it
19 merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Notably, the absence of objections
20 or exclusion requests supports a fairness presumption. In *7-Eleven Owners for Fair*
21 *Franchising v. Southland Corp.*, it was found that 9 objections and 80 opt-outs, from a class
22 of 5,454, showed a “particularly impressive” favorable response from class members
23 supporting final approval. (2000) 85 Cal.App.4th 1135, 1152-53. Here, none of the 1,139
24 Settlement Class Members opted out of the settlement. Mitzner Decl., ¶9. Notably, not even
25 a single member of the Settlement Class filed an objection to the Settlement. *Id.* at ¶10. Thus,
26 the favorable response of the Settlement Class is completely positive and further confirms that
27 the Settlement is fair, adequate, and reasonable and merits final approval.

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1 **V. AN AWARD OF ATTORNEYS' FEES SHOULD BE APPROVED**

2 **A. Class Counsel's Fees Should be Approved as a Percentage of the**
3 **Total Common Fund Created for the Class**

4 Class Counsel seeks a fee award calculated as a percentage of the total value of the
5 settlement for successful prosecution and resolution of all existing claims. Both California
6 State and Federal Courts have recognized that an appropriate method in determining an
7 attorney fee award may be based on the percentage on the total value of the benefits the class
8 members receive from the settlement. *Serrano v. Priest* (1997) 20 Cal. 3d 25-34 [*Serrano III*];
9 *Boeing Company v. Van Gemert* (1980) 344 U.S. 472, 478; *Vincent v. Hughes Airwest, Inc.*
10 (9th Cir. 1977) 557 F.2d 759, 769. The purpose of this equitable doctrine is to avoid unjust
11 enrichment and to "spread litigation costs proportionately among all the beneficiaries so that
12 the active beneficiary does not bear the entire burden alone." *Id.* at 768. The monetary benefits
13 will then be paid from a common fund.

14 The California Supreme Court endorsed a fee award as a percentage of the common
15 fund; the Court clarified "that when an attorney fee is awarded out of a common fund
16 preserved or recovered by means of litigation (internal citation omitted), the award is not per
17 se unreasonable merely because it is calculated as a percentage of the common fund." *Laffitte*
18 *v. Robert Half Int'l. Inc.* (2016) 1 Cal. 5th 480, 486. Also "[t]hat the recognized advantages
19 of the percentage method...convince us that the percentage method is a valuable tool that
20 should not be denied in our trial courts." *Id.* at 503.

21 The Common Fund Doctrine is predicated on the principle of preventing unjust
22 enrichment. When a litigant's efforts create or preserves, or generates a fund from which
23 others derive benefits, he may require the passive beneficiaries to compensate those who
24 created the fund. Both California State and Federal Courts have embraced this Doctrine.
25 *Serrano III, supra*, at 35; *Vincent, supra*, at 769.

26 Since *Serrano III, supra*, there has been a ground swell of support for mandating the
27 percentage of the fund approach in common fund cases. Both State and Federal courts have
28 found the percentage approach preferable to the Lodestar because; (1) it aligns the interest of

1 class counsel and absent class members; (2) it encourages efficient resolution of the litigation
2 by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demand
3 on judicial resources. *In re Activision Sec. Litig.* (N.D. Cal. 1989) 723 F Supp. at 1378-79.
4 The Ninth Circuit now routinely uses the percentage of the common fund approach to
5 determine the award of attorney fees. *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th
6 19, 30-31.

7 Collectively, Plaintiff's counsel seeks \$294,000.00 which is thirty-five percent (35%)
8 of the \$840,000 Settlement Amount. Class Counsel's request for 35% of the monetary fund
9 recovered is well within the range customarily approved by California courts in comparable
10 class actions and other class actions as well as with contingency contracts negotiated by
11 plaintiff and his counsel. "Empirical studies show that regardless of whether or not the
12 percentage method or Lodestar method is used, fee awards in class actions average around
13 one-third of the recovery." See e.g., *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 66, fn. 11;
14 *In re California Indirect Purchases* (October 22, 1998) WL1031494 at *9 (citing *In re Milk*
15 *Antitrust Litigation* (L.A. Sup. Ct. 1998) Civ. Case No. BC070061 (33 1/3% award); *In re*
16 *Facsimile Paper Antitrust Litigation* (San Francisco Sup. Ct. 1997) Civ. Case No. BC
17 0070061 (33 1/3% award); *In re Liquid Carbon Dioxide Cases* (San Diego Sup. Ct. 1996)
18 J.C.C.P. 3012 (33 1/3% award); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. November
19 14, 2007) WL 3492841 at *4 ("fee awards in class actions average around one-third of the
20 recovery." (Quoting Newberg on Class Actions § 14.6 (4th ed. 2007).

21 In *Lealao, supra*, at 46-47, the Court indicated that in defining a "reasonable" fee in
22 representative actions, the law should "mimic the market." The Court went on to state:

23 "Given the unique reliance of our legal system on private litigants to enforce
24 substantive provisions of law through class and derivative actions, attorneys
25 providing the essential enforcement services must be provided incentives roughly
26 comparable to those negotiated in the private bargaining that takes place in the
27 legal marketplace as it will otherwise be economic for Defendant's to increase
28 injurious behavior. *Lealao, supra*, 82 Cal.App.4th at 46-47, and *Graciano v.*
Robinson Ford Sales, Inc. (2006) 144 Cal. App.4th 140, 163.

For the following reasons, awarding thirty-five percent of the gross settlement for
attorney fees is fair, reasonable and appropriate.

1 **B. Factors Supporting the Fee Award**

2 1. The Amount of the Settlement

3 In Class Counsel's experience, a gross non-reversionary settlement of \$840,000 in a
4 wage and hour case for a class size of 1,139 is a fair, reasonable, and adequate settlement in
5 light of the asserted claims, Defendant's defenses, and the strong possibility that the class
6 would not recover anything without this settlement. ZM Decl. ¶6.

7 The fact that there presently are no objections, no exclusion requests, no disputes, and
8 Participating Class Members are expected to be paid 100% of the value of their individual
9 claims shows that the settlement has been well received by the Class Members. Mitzner Decl.,
10 ¶¶9-11. The average amount expected to be paid amongst the 1,139 Participating Settlement
11 Class Members is \$415.28 and the highest estimated settlement payment is \$1,941.30. Mitzner
12 Decl., ¶14.

13 2. The Named Plaintiff Signed a Retainer Agreement

14 Plaintiff Diaz signed a single retainer with Mooradian Law, APC. The Retainer
15 Agreement had language providing a maximum of forty percent (40%) in attorneys' fees, of
16 course, subject to court approval of class wide issues. The Retainer Agreement also had a
17 provision for recovery of costs in relation to the representation. ZM Decl., ¶15.

18 In *Lealao, supra*, 82 Cal.App.4th at 46-47, the court indicated that in defining a
19 "reasonable" fee in representative actions, the law should "mimic the market." Here, as for
20 the representation of the individual rights of Mr. Diaz, a proposed retainer agreement for
21 recovery of fees could be 35% of the gross recovery. That would be consistent with the market
22 rate, and there is no reason to believe that, if any of the other 1,139 class members had signed
23 an individual retainer, it would be any different. ZM Decl. ¶16.

24 In, *In re Cont'l Ill. Secs. Litig.*, Judge Posner endorsed a market-based approach to
25 evaluating fee requests, stating that the function of judges in fee litigation "is to determine
26 what the lawyer would receive if he were selling his services in the market rather than being
27 paid by court order." (7th Cir. 1992) 962 F.2d 566, 568. In a law review article (Silver) entitled
28 "A Restitutionary Theory of Attorneys' Fees in Class Actions (1991) 76 Cornell L.Rev. 656,

702-703 (it stated that the goal “is to pay attorneys on terms they would probably accept in an ex ante bargain, before the outcome of litigation is known”).

3. The Defendant and the Class Do Not Object to the Attorney Fee Agreement

In almost all the mediations that Mr. Mooradian has attended, a one-third to 35% attorney fee percentage is generally agreed upon by the defendant and the plaintiff subject to court approval. In this matter, the Parties agreed that Class Counsel may request up to 35% and Defendant would not oppose the same. ZM Decl. ¶17.

Of most importance, notice was provided to each of the Settlement Class Members that the attorneys would be seeking attorney fees in the amount of \$294,000.00 or 35% of the settlement. The fact that no Settlement Class Members had any objection to the settlement or any of its terms, speaks pretty strongly to the notion that class members are extremely happy with the settlement. ZM Decl. ¶18.

Here, it is beyond any reasonable dispute that, if class counsel had been able to negotiate directly with the class members, the class would have found that a 35% fee arrangement was eminently reasonable. ZM Decl. ¶19.

4. The Contingent Risk Factor

For Class Counsel, the fees in this case are entirely contingent in nature. As the 9th Circuit noted, class counsel who take a case on a contingency basis bears a “double contingency: first they must prevail on the class claims, and then they must find some way to collect what they win.” *Torrissi v. Tucson Elec. Power Co.* (9th Cir. 1993) 8 F.3d 1370, 1377. The fees received from one case, are often used to finance and move forward other cases that have failed and bring in revenue for counsel. ZM Decl. ¶12.

C. **The Lodestar/Multiplier Cross-Check**

Even though class counsel is requesting fees with the percentage of the benefit approach, some courts nevertheless use a Lodestar/Multiplier cross check to confirm the fees’ reasonableness. *Lealao v. Beneficial California, Inc.*, *supra*, 82 Cal.App.4th 19-45; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051. The Lodestar Analysis (Lodestar-Multiplied Method) begins with a calculation of time spent in reasonable hourly compensation

of each attorney and paralegal who worked on the case and then to compensation counsel for risk, quality and result, courts commonly apply a “multiplier” to the Lodestar in awarding attorney fees.

The first step is to determine the Lodestar individually for each attorney and/or paralegal that has worked on the case and is claiming fees. The Lodestar for each attorney appears in Class Counsel’s Declaration in support, summarized below:

Attorney(s)	Billable Rate(s)	Hours	Lodestar	Laffey Rate	Laffey Lodestar
Zorik Mooradian ZM Decl., ¶21	\$650.00	70	\$45,500	\$1,141	\$79,870
Haik Hacopian <i>Id.</i>	\$450.00	88	\$39,600	\$948	\$83,424
Total Present and Anticipated Lodestar		158	\$85,100		\$163,294

In this matter, the total present and anticipated lodestar tallies to \$85,100 and results in the requested \$294,000.00 fee award after the application of a 3.45 multiplier. ZM Decl., ¶22. To the extent higher Laffey Matrix Rates (<http://www.laffeymatrix.com/see.html>) are applied, the lodestar (\$163,294) would require the application of a 1.8 multiplier. *Id.*

D. A Lodestar Multiplier of 1.8 to 3.45 is Reasonable

“It is an established practice in the private legal market to reward attorneys for taking the risk of non-payment by paying them a premium over their normal hourly rates for winning contingency cases.” *Fischell v. Equitable Life Assur. Society of U.S.* (9th Cir. 2002) 307 F.3d 997, 1008. In the Ninth Circuit, a lodestar amount is “routinely enhanced...to reflect the risk of non-payment in common fund cases.” *Craft v. County of San Bernardino* (C.D. Cal. 2008) 624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and collecting cases with cross-check multipliers ranging from 4.5 to 19.6); *Morgret v. Applus Tech., Inc.* (E.D. Cal. Jun. 1, 2015) Case No. 1:13-cv-01801-JLT, 2015 WL 3466389 at *17 (awarding multiplier of 3.9, “which

1 is within the range typically awarded in the Ninth Circuit.”); *Torchia v. W.W. Grainger, Inc.*
2 (C.D. Cal. Dec. 29, 2014) 304 F.R.D. 256, 277 (Thurston, J.) (awarding multiplier of about
3 3.6).

4 Here, the lodestar multiplier of approximately 1.8 to 3.45 is well within the range of
5 reasonableness, as has been held by numerous courts, especially in light of the significant
6 work performed in this case and the efficiency with which it was done.

7 **E. Attorneys Fees v. Class Benefit**

8 While it’s generally true that the greater the attorney fees, the less funds there will be
9 for distribution to class members as damages, nevertheless, a balance must be achieved. In the
10 instant matter, the class got a very balanced and fair settlement. Given the strengths and
11 weaknesses of the case, they will be receiving a fair sum of money. The results and the case
12 law support that the settlement was fair, reasonable and adequate. The class had an affirmative
13 response to the settlement, where there was not a single objection or exclusion request. In light
14 of the favorable settlement, giving more money to the class after an excellent settlement had
15 been achieved punishes the attorneys without whom such a settlement would not have been
16 attained but for the efforts of good lawyering. Punishing lawyers when they do well is
17 potentially sending the wrong message and serves as a disincentive and unjustly enriches the
18 class that has already received a fair and adequate amount of benefits. ZM Decl. ¶24.
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21 **VI. PAYMENT OF COSTS TO CLASS COUNSEL SHOULD BE APPROVED**

22 Class Counsel has incurred \$25,000.00 in total costs, which is the maximum
23 contemplated per the Settlement Agreement and less than the costs incurred by Class Counsel
24 to date. S.A. ¶3.6. All costs are necessary and reasonable, as reflected by the declaration
25 submitted by counsel. ZM Decl., ¶23.

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VII. THIS COURT SHOULD FINALLY APPROVE PLAINTIFF’S REQUESTED ENHANCEMENT AWARD BECAUSE IT IS FAIR, ADEQUATE, AND REASONABLE IN VIEW OF PLAINTIFF’S EFFORTS AND THE RISKS THAT HE ASSUMED IN THIS LITIGATION ON BEHALF OF THE CLASS

Courts routinely approve enhancement awards to compensate named Plaintiff(s) for the services they provide and the risks they incur during class action litigation. See, e.g., *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding “service payments” to named Plaintiff for their efforts in bringing the case); see also *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 (approving a \$50,000 incentive payment).

Here, pursuant to the Settlement, Plaintiff seeks an Enhancement Award totaling \$5,000. S.A. ¶3.8. This request is a reasonable portion of the Settlement Amount given Plaintiff’s efforts in litigating this case and the risks he undertook on behalf of the class members. See, e.g., *Staton v. Boeing Co.* (9th Cir.2003) 327 F.3d 938, 977 (affirming that courts should consider “the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, the amount of time and effort the plaintiff expended in pursuing the litigation and reasonable fear[s of] workplace retaliation”).

Plaintiff’s proposed Enhancement Award in proportion to the Settlement Amount and standing alone is well within the range of reasonable. The requested Enhancement Award represents only 0.6% of the Settlement Amount. See, e.g., *Bond v. Ferguson Enters., Inc.* (E.D.Cal. June 30, 2011) Civ. No. 1:09–1662 OWW MJS, 2011 WL 2648879, at *2, 15 (approving an \$11,250 incentive award to each of the two named Plaintiffs); *Ross v. U.S. Bank Nat’l Ass’n* (N.D. Cal. Sept. 29, 2010) Civ. No. 3:07–2951 SI, 2010 WL 3833922, at *3 (approving an award of \$20,000 to each of four named Plaintiffs based on their contributions to litigation and the risk that being a class representative would harm their reputation); *Glass v. UBS Fin. Servs.* (N.D. Cal. Jan. 26, 2017) No. C-06-4068 MMC, 2007 WL 221862, at *17 (finding “requested payment of \$25,000 to each of the named plaintiffs is appropriate” in wage and hour settlement); *Garner v. State Farm Mut. Auto. Ins. Co.* (N.D. Cal. Apr. 22, 2010) No. CV 08 1365 CW (EMC), 2010 WL 1687832, at *17 n.8 (“Numerous Court in the Ninth

1 Circuit and elsewhere have approved Enhancement Awards of \$20,000 or more where, as
2 here, the class representative has demonstrated a strong commitment to the class”).

3 Plaintiff has also spent time assisting in the prosecution of this action, which deserves
4 compensation. See e.g., *In re Cont'l Ill. Sec. Litig.* (7th Cir.1992) 962 F.2d 566, 571 (“Since
5 without a named plaintiff there can be no class action, such compensation as may be necessary
6 to induce him to participate in the suit...”). It is important that Mr. Diaz is paid a fair amount
7 for his services to the class and out of 1,139 employees, he was the only one that stepped
8 forward stuck with the case for over a two and a half year period. If it was not for him, the
9 \$840,000 settlement would not have been obtained for the class. ZM Decl. ¶25.

10 Plaintiff has put a significant amount of time into this case spanning a period of over
11 two and half years. Mr. Diaz has participated in numerous telephonic conferences speaking to
12 his attorneys and their staff which included periodic follow-ups. Declaration of Antonio Diaz
13 (“Diaz Decl.”), ¶6. He has also spent time reviewing the settlement agreement as well as his
14 declaration. *Id.* In total, Mr. Diaz estimates that she has spent approximately 15 hours
15 participating in this case as of June 5, 2024. *Id.* at ¶7.

16 Moreover, by the filing of this lawsuit, Plaintiff subjected himself to the risk of
17 retaliation both by current and potential future employers who may learn of the lawsuit. See,
18 e.g., *Marlo v. United Parcel Service, Inc.* (9th Cir. 2015) 600 Fed.Appx. 551 (awarding
19 significant verdict to a former UPS employee who terminated in retaliation for filing a class
20 action lawsuit against his employer, UPS).

21 Significantly, after receiving Class Notice, including notice of the proposed
22 Enhancement Award to Plaintiff, not a single Class Member has objected to this proposed
23 award of \$5,000 to Plaintiff. Mitzner Decl., ¶10. Accordingly, the \$5,000 Enhancement
24 Award to Plaintiff is appropriate and justified as part of the Settlement.
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1 **VIII. THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED**

2 Pursuant to the terms of the Settlement Agreement, \$30,000.00 of the Settlement
3 Amount, is to be allocated for the PAGA claim with \$22,500 (75%) payable to the LWDA
4 and \$7,500.00 (25%) payable to Aggrieved Employees. S.A. ¶3.9. This is a fair amount given
5 the nature of the claims and the strengths and weaknesses advanced by the parties regarding
6 this claim, as elaborated upon in the Preliminary Approval Motion. Plaintiff has also provided
7 notice of the proposed PAGA settlement to the LWDA. A total of 704 Aggrieved Employees
8 will receive a PAGA Payment. The average payment is estimated to be \$10.65, the highest is
9 \$32.06. Mitzner Decl., ¶16.

10
11 **IX. THE ADMINISTRATION FEE SHOULD BE APPROVED**

12 The administration fee is fair. Phoenix's charge for services rendered to perform its
13 duties and responsibilities pursuant to the terms of the settlement is \$13,000.00 which is to be
14 paid from the Settlement Amount. This includes all costs incurred to date, as well as estimated
15 costs for completing the administration and disbursement of the settlement. Mitzner Decl.,
16 ¶18, Exh. B.025

17
18 **X. CONCLUSION**

19 For the reasons stated herein, this Court should grant Plaintiff's Motion in its entirety
20 and adopt the [Proposed] Order Granting Final Approval of Class Action Settlement submitted
21 concurrently herewith.

22
23 Dated: March 12, 2025

MOORADIAN LAW, APC

24 By: /s/Haik Hacopian

25 Zorik Mooradian, Esq.,
26 Haik Hacopian, Esq.,
27 Attorneys for Plaintiff individually and on
28 behalf of others similarly situated and
similarly aggrieved employees

Declaration of Zorik Mooradian

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1 Barragan v. Golden Hotels Limited Partnership/30-2018-01007420; Boch v. Merchants
2 Building Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v.
3 Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486; Castro v.
4 Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535;
5 Contreras Teo v. Golden State Foods/BC722540; Corona v. Del Amo
6 Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958; Cruel v. Andreas
7 Elsenhans/19STCV35496; Espinoza v. Don Chava Mgt./19STCV27068; Galvan v. Property
8 Mgt. Associates/BC722781; Godoy v. UCLA/19STCV04634; Gonzalez v. Toyon Catering,
9 Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim
10 Denn/30-2019-01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v.
11 Township Retail Services/19STCV19105; Hernandez v. Resource Employment
12 Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-00933249; Leon v.
13 Island Hospitality Mgt./30-2019-01060719; Martinez v. Snakerz/19STCV02674; Mendoza
14 v. Savage Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-01056796;
15 Mendoza v. United Production Framing/30-2019-01104255; Morales Cano v. Coordinated
16 Staffing/19STCV29817; Enriquez v. Johnny Rockets Group/19STCV43986; Ibarra v. DCX-
17 CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I, LLC/30-2018-00999474;
18 Nunez v. Wonderland Montessori, LLC/18STCV06042; Olmos v. Mall Food Mgt.
19 Associates/30-2019-01096292; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-
20 01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/
21 19STCV11434; Rosales v. DBR Premium/19STCV32726; Salceda v. GBG USA, Inc./
22 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro
23 Security/19STCV21114; Bueno v. Proto Homes/19STCV20011; Cazarez v. S. Carrol
24 Massie, Inc./23STCV23844; Cazarez v. Southern California Pizza Co., LLC/23STCV23179;
25 Cervantez v. DRE Workforce/22STCV270670; Diaz v. Paris Valley/22CVP-0244; Enrique
26 v. Johnny Rockets Group, Inc./19STCV43986; Esquivel v. Bodega Latina
27 Corp./22STCV02622/Felipe v. One Stop Employment Services/21STCV39327; Fernandez
28 v. World Flight Services/23STCV23197; Garcia v. Fresh Grill/22CVP-0244; Hernandez v.

1 N.W. Hotel Corp./30-2023-01310267; Jimenez v. Cargo/22CVP-0244; Lemus v. PDA
2 Group/21STCV40242; Maldonado v. McKessons/22STCV41086; Martinez v. Pharaoh
3 Staffing, LLC/22STCV41086; Mendez v. ABM/23STCV11446; Mendoza v. Big Lot/30-
4 2019-01047135; Merino v. Coast Sign, Inc./30-2023-01305781; Morales v. Phenix
5 Enterprises, Inc./23STCV06594; Muniz v. Lot Management/22STCV32901; Ramirez v. H
6 Mart Logistics/23STCV06670; Romero v. Partners Personnel/22STCV22509; Salazar v.
7 Staffmark/21STCV39663 and 21STCV31753; Sanchez v. Recessroom/30-2022-01244194;
8 Sepulveda v. Walmart/30-2022-01278658; Toledo v. Universal Molding
9 Company/22STCV06965; Vargas v. Sincere Orient Commercial Corp./22STCV08311;
10 Zapeta v. HR Service Group/22STCV07872; Panduro v. Inland Fuels Corp./23STCV04486;
11 and Rodriguez v. Relentless Landcare/30-2023-01366648.

12 4. I am familiar with California wage and hour law and the laws governing the
13 alleged violations in this matter, including but not limited to: California Labor Code Sections
14 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 500,
15 510, 512, 516, 1174, 1194, 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California
16 Business and Profession Codes 17200 et. seq., the Orders of the Industrial Welfare
17 Commission, and the Private Attorneys General Act.

18 5. I have been appointed as class counsel on behalf of the settlement class. I
19 know of no conflicts that would preclude me, or Mr. Hacopian, from continuing to serve as
20 Class Counsel in this matter. I also know of no conflicts that would preclude Mr. Diaz from
21 continuing to serve as the Class Representative in this matter.

22 6. As a result of my prior experience as class counsel in other wage and hour
23 class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed
24 class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria
25 identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed
26 settlement continues to remain fair to the class, reasonable and more than adequate in view
27 of (i) the strength of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense,
28 complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining

1 class certification and maintaining class action status through trial, (iv) the total amount of
2 \$840,000 offered for settlement, (v) the discovery conducted by the Parties in this case, (vi)
3 my experience with similar settlements in wage and hour class actions that have received
4 court approval, (vii) the fact that the settlement was the result of arms' length negotiations
5 between experienced counsel facilitated by Mr. Steve Serratore, a respected neutral mediator;
6 and (viii) the exclusively positive response from the class with nary an objection or exclusion
7 request.

8 7. The Parties have conducted investigation of the operative facts and applicable
9 law during the pendency of the case through both formal and informal discovery. Plaintiff
10 has reviewed and examined class data and has retained the services of an expert who has
11 analyzed the damages and evaluated the potential class wide exposure. Prior to mediation,
12 Defendant produced a 20% sample of time and payroll records embodied by over a 24,000
13 bates page number production.

14 8. On November 29, 2023, Plaintiff and Defendant participated in a full-day
15 mediation before Mr. Steve Serratore. The Parties were able to reach a resolution at the
16 mediation and ultimately entered into their Stipulated Settlement Agreement, a true and
17 correct copy of which was included as part of Plaintiff's Preliminary Approval filing.

18 9. This Court entered the Preliminary Approval Order on November 5, 2024
19 after holding a hearing on that date. Prior to the hearing, on July 31, 2024, Plaintiff filed his
20 Motion for Preliminary Approval. A true and correct copy of the November 6, 2024 Notice
21 of Entry of Order Granting Preliminary Approval of Class Action Settlement is attached as
22 **Exhibit "1"**.

23 10. This Settlement provides for Defendant to pay the non-reversionary
24 settlement amount of \$840,000 ("Settlement Amount"), in addition to the employer share of
25 payroll taxes on the wage component of this Settlement. S.A. ¶¶1.22, 3.5. The Net Settlement
26 Amount is the amount remaining from the Settlement Amount after deducting Class Counsel
27 fees (\$294,000.00 or thirty-five percent of the Settlement Amount), Class Counsel costs
28 (\$25,000.00), the Enhancement Award to named Plaintiff (\$5,000.00), settlement

1 administration costs (\$13,000.00), the LWDA's 75% share of the PAGA allocation
2 (\$22,500.00), and aggrieved employees 25% share of same (\$7,500.00). S.A. ¶1.16. The
3 foregoing deductions from the Settlement Amount result in a Net Settlement Amount of
4 \$473,000. The simple average class settlement payment calculates to \$415.28 ($\$473,000 \div$
5 1,139).

6 11. This Court found that the Settlement Class meets all the requirements for class
7 certification for settlement purposes when it granted preliminary approval of the Settlement
8 on November 5, 2024. No new circumstances have cast any doubt on the propriety of the
9 preliminary approval determination.

10 12. Plaintiff would likely encounter extreme difficulty in certifying most of the
11 claims in this case because, while they may present substantial common liability issues, they
12 also give rise to individual damages issues. As explained in the briefing in support of the
13 Motion for Preliminary Approval, the primary claim for unpaid wages required
14 determinations at the individual level as to "why" any off-the-clock work was performed, a
15 major impediment to class certification. Defendant contended that it satisfied its obligations
16 under *Brinker*. Moreover, engaging in the inquiry of whether any late, short, or missed break
17 was a result of employee choice or employer coercion would entail significant individualized
18 inquiries affecting class treatment of the claims. Defendant vehemently denied that it engaged
19 in any unlawful activity, failed to comply with the law in any respect, or has any liability to
20 any person or entity under the claims asserted in the lawsuit.

21 13. Various considerations bore heavily on the negotiations allowing for the
22 Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable
23 compromise in view of the risks of further litigation.

24 14. An allocation method for payment to individual class members which is based
25 on the number of workweeks worked during the Class Period is fair, adequate, and reasonable
26 because it correlates to the extent of harm allegedly suffered based on the asserted claims.

27 15. Plaintiff Diaz signed a single retainer with my office. The Retainer Agreement
28 had language providing a maximum of forty percent (40%) in attorneys' fees, of course,

1 subject to court approval of class wide issues. The Retainer Agreement also had a provision
2 for recovery of costs in relation to the representation.

3 16. As for the representation of the individual rights of Mr. Diaz, a proposed
4 retainer agreement for recovery of fees could be 35% of the gross recovery. That would be
5 consistent with the market rate, and there is no reason to believe that, if any of the other 1,139
6 class members had signed an individual retainer, it would be any different.

7 17. In almost all the mediations that I have attended, a one-third to 35% attorney
8 fee percentage is generally agreed upon by the defendant and the plaintiff subject to court
9 approval. In this matter, the Parties agreed that my office may request up to 35% and
10 Defendant would not oppose the same.

11 18. Notice was provided to each of the Settlement Class Members that the
12 attorneys would be seeking attorney fees in the amount of \$294,000 or 35% of the settlement.
13 The fact that no Settlement Class Members had any objection to the settlement or any of its
14 terms, speaks pretty strongly to the notion that class members are extremely happy with the
15 settlement.

16 19. It is beyond any reasonable dispute that, if my office had been able to negotiate
17 directly with the class members, the class would have found that a 35% fee arrangement was
18 eminently reasonable.

19 20. The fees received from one case, are often used to finance and move forward
20 other cases that have failed and bring in revenue for my office.

21 21. My office has handled this matter since March 15, 2022, the date of the initial
22 intake of Plaintiff Diaz by our office. My billing rate is \$650 per hour. I have spent at least
23 70 hours on this matter. Thus my present lodestar is \$45,500 (\$650 x 70). Attorney Haik
24 Hacopian from my office is also class counsel of record and has expended at least 88 hours
25 at his rate of \$450.00 per hour, for an additional \$39,600 lodestar (\$450 x 88). Thus, the total
26 minimum lodestar for my office thus tallies to \$85,100. Alternatively, to the extent the current
27 Laffey Matrix rates (<http://www.laffeymatrix.com/see.html>) are applied (\$1,141 for myself
28 as an attorney 20+ years out of law school and \$948 for Mr. Hacopian as an attorney 11-19

years out), the lodestar calculates to \$163,294 ([\\$1,141 x 70] + [\$948 x 88]). A categorized summary of the work performed by my office on this matter can be set forth as follows:

Category/Tasks	Atty ZM	Atty HH
Preliminary case work including intake and retention, assessment of file for potential claims/lawsuits, review of client records, communication of records request letter to employer and review and assessment of records, research into parties, claims, and potential defenses, review of other pending and related matters/settlements, and incidental work:	12	7
Work on lawsuit prior to appearances by Defendant including prep of case initiating pleadings incl complaint, service, case calendaring, communications with court, and incidental work:	6	5
Work on file post-appearance including pleading work, meet and confer conferences/communications with counsel, appearances, prep three sets of formal written discovery, communicate document requests, file amended complaint and stip, osc response, calendaring, and incidental work:	16	13
Pre-mediation work including informal discovery, review and analysis of class data production, engaging with expert for statistical and damage analyses, mediation related prep and scheduling, prep mediation brief; communications with counsel, and incidental work:	10	15
Appear at full-day mediation with Steve Serratore:	10	10
Post-settlement work including preparation of long-form agreement, review with Plaintiff, communications w/counsel, communicate PAGA notice, selection of case admin, and incidental work:	5	10
Work on Preliminary Approval Motion and supporting declarations:	3	12
Post-Preliminary Approval Work incl instruct admin re notice, review and approval of class notice, calculations, and timeline and attention to response period, and incidental work:	1	3
Work on Final Approval Motion and supporting declarations:	2	8
Future work including work related to approval hearing, work related to calculations, funding, distribution, accounting, final conclusion of matter (estimated):	5	5
HOURS	70	88

22. The application of a 3.45 multiplier to my offices lodestar of \$85,100 results in the requested \$294,000 fee award ($\$294,000 \div 85,100 = 3.45$). The application of a 1.8 multiplier to Laffey lodestar of \$163,294 results in the fee award ($\$294,000 \div \$163,294 = 1.8$).

23. My office is seeking the maximum allowable amount of costs under the Settlement of \$25,000. We have actually incurred **\$25,607.14** in costs to date as follows:

2022	9	7	\$1,435.00	SLO Superior Lawsuit, Complex Fees
2022	9	8	\$99.53	OneLegal Lawsuit filing charges
2022	11	4	\$16.57	OneLegal Summons filed charges
2022	12	5	\$164.72	OneLegal Non-Service charges
2022	12	20	\$150.05	OneLegal Sub-Service charges
2022	12	21	\$17.60	OneLegal CMC Statement filing charges
2022	12	30	\$38.76	OneLegal Proposed Order filing charges
2023	11	14	\$12,500.00	Plaintiff's share of full-day mediation fee – Serratore Law
2023	11	17	\$4,000.00	Invoice of DMA for expert consulting services
2023	12	26	\$6,900.00	Invoice of DMA for expert consulting services
2024	1	16	\$19.02	Certified Postage for PAGA Notice
2024	1	16	\$75.00	LWDA PAGA Notice Fee
2024	4	10	\$39.84	OneLegal Stip and Order filing charges
2024	4	24	\$19.10	OneLegal Amended Complaint filing charges
2024	4	26	\$21.31	OneLegal OSC filing charges
2024	5	12	\$4.12	OneLegal filing charges
2024	8	5	\$84.11	OneLegal Prelim Apprvl Motion filing charges
2024	11	6	\$22.41	OneLegal Notice of Entry of Order re PA filing charges
			\$25,607.14	

24. While it's generally true that the greater the attorney fees, the less funds there will be for distribution to class members as damages, nevertheless, a balance must be achieved. In the instant matter, the class got a very balanced and fair settlement. Given the strengths and weaknesses of the case, they will be receiving a fair sum of money. The results and the case law support that the settlement was fair, reasonable and adequate. The class had an affirmative response to the settlement, where there was not a single objection or exclusion request. In light of the favorable settlement, giving more money to the class after an excellent

settlement had been achieved punishes the attorneys without whom such a settlement would not have been attained but for the efforts of good lawyering. Punishing lawyers when they do well is potentially sending the wrong message and serves as a disincentive and unjustly enriches the class that has already received a fair and adequate amount of benefits.

25. It is important that Mr. Diaz is paid a fair amount for their services to the class and out of 1,139 employees, he was the only one that stepped forward stuck with the case for over a two-year and half year period. If it was not for him, the \$840,000 settlement would not have been obtained for the class. Notably, the requested \$5,000 payment to Mr. Diaz is only 0.6% of the Settlement Amount.

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

Executed on March 13, 2025 in Calabasas, California.

/s/ Zorik Mooradian
Zorik Mooradian

1 Zorik Mooradian, Esq., CSB No. 136636
2 zorik@mooradianlaw.com
3 Haik Hacopian, Esq., CSB No. 282361
4 haik@mooradianlaw.com
5 MOORADIAN LAW, APC
6 24007 Ventura Blvd., Suite 210
7 Calabasas, CA 91302
8 Telephone: (818) 487-1998
9 Facsimile: (888) 783-1030

**ELECTRONICALLY
FILED
11/6/2024 12:05 PM**

SAN LUIS OBISPO SUPERIOR COURT
BY 
Julie Vierra, Deputy Clerk

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

Haik Hacopian
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302

Matthew C Sgnilek
O'Hagan Meyer
4695 MacArthur Ct Suite 900
Newport Beach, CA 92660

haik@mooradianlaw.com
msgnilek@ohaganmeyer.com

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:

Matthew Sgnilek, Esq.
msgnilek@ohaganmeyer.com
Andrea Rosenkranz, Esq.
arosenkranz@ohaganmeyer.com
O'HAGAN MEYER
3200 Park Center Drive, Suite 700
Costa Mesa, CA 92626
Telephone: (949) 942-8500
Facsimile: (949) 942-8510

Attorneys for Defendant Paris Valley Vineyard Services Co.
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

(Filed online at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

Executed on November 6, 2024 Calabasas, California.

/s/Haik Hacopian
Haik Hacopian

Declaration of Taylor Mitzner

1 shall have the option of either increasing the Net Settlement Amount proportionately or changing
2 the end date of the Class Period to an earlier date. The total Workweeks Worked during the Class
3 Period is sixty-seven thousand twenty-five (67,025), and therefore the Escalator Clause is not
4 triggered.

5 5. On November 20, 2024, Phoenix conducted a National Change of Address
6 (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A
7 search of this database provides updated addresses for any individual who has moved in the previous
8 four (4) years and notified the U.S. Postal Service of their change of address.

9 6. On December 3, 2024, Phoenix mailed the Notice via U.S. first class mail, in English
10 and Spanish, to all one thousand one hundred thirty-nine (1,139) Class Members on the Class List.
11 A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

12 7. As of the date of this declaration, one hundred (100) Notices have been returned to
13 Phoenix. None were returned with a forwarding address. For the one hundred (100) Notices returned
14 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing
15 address using TransUnion TLOxp, one of the most comprehensive address databases available for
16 skip tracing. Of the one hundred (100) Notices that were skip traced, sixty-six (66) updated
17 addresses were obtained and the Notice was promptly re-mailed to those Class Members via first
18 class mail.

19 8. As of the date of this declaration, thirty-four (34) Notices remain undeliverable since
20 an updated address could not be obtained via skip trace.

21 9. As of the date of this declaration, Phoenix has received zero (0) Requests for
22 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
23 February 3, 2025.

24 10. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
25 from Class Members. The deadline for objecting to the Class Settlement was February 3, 2025.

26 11. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
27 from Class Members. The deadline for submitting a dispute was February 3, 2025.
28

12. There are one thousand one hundred thirty-nine (1,139) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of sixty-seven thousand twenty-five (67,025) Workweeks during the Class Period. Per the terms of the Settlement, Settlement Class Members whose employment ended between September 7, 2019, and January 28, 2024 (“Waiting Time Class Period”) will be allocated an additional 0.25 weeks for each Workweek, up to six (6) additional weeks. This results in an additional 1,928.25 Workweeks which brings the total number of Workweeks to sixty-eight thousand nine hundred fifty-three (68,953.25).

13. The Net Settlement Amount of \$473,000.00 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees (\$294,000.00), and Class Counsel costs (\$25,000.00), requested Enhancement Payment to Plaintiff (\$5,000.00), the PAGA Amount (\$30,000.00), and the requested Settlement Administration Costs (\$13,000.00) from the Gross Settlement Amount (\$840,000.00). Each Workweek is valued at approximately \$6.86 ($\$473,000.00 \div 68,953.25$).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately \$1,941.30, the lowest Individual Settlement Share to be paid is approximately \$6.86, while the average Individual Settlement Share to be paid is approximately \$415.28. Plaintiff's Individual Settlement Share to be paid is approximately \$197.22.

15. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their “Individual Settlement Payment”).

16. Additionally, \$30,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act (“PAGA Amount”), of which 75%, or \$22,500.00, shall be paid to the Labor and Workforce Development Agency (“LWDA”), and 25%, or \$7,500.00, of which shall be paid to the Aggrieved Employees. There are seven hundred four (704) Aggrieved Employees who worked a total of twenty-nine thousand two hundred forty-three

1 (29,243) Pay Periods during the PAGA Period. The highest Individual PAGA Payment to be paid
2 is approximately \$32.06, and the average Individual PAGA Payment to be paid is approximately
3 \$10.65.

4 17. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
5 due separately and apart from the Gross Settlement Amount.

6 18. Phoenix's costs associated with the administration of this matter are \$13,000.00.
7 This includes all costs incurred to date, as well as estimated costs involved in completing the
8 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as
9 **Exhibit B.**

10
11 I declare under penalty of perjury of the laws of the State of California that the foregoing is
12 true and correct.

13 Executed this 21st day of February 2025, at Orange, California.

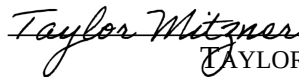
14
15  _____
16 TAYLOR MITZNER

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Antonio Diaz v. Paris Valley Vineyard Services Company
San Luis Obispo County Superior Court Case No. 22CVP-0244

Name/Address Changes (if any):

«PSA_ID»
«First_Name» «Last_Name»
«Address_1»
«City», «State» «ZIP_Code»

As a current or former hourly non-exempt employee of Paris Valley Vineyard Services Company (“PVVSC”) in California at any time from September 7, 2018, through January 28, 2024, you may be entitled to receive money from a proposed class action settlement.

*The California Superior Court, County of San Luis Obispo authorized this Class Notice.
This is not a solicitation from a lawyer. This is not a lawsuit against you. You have not been sued.*

**PLEASE READ THIS CLASS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

- A proposed class action settlement of Eight Hundred and Forty Thousand Dollars and Zero Cents (\$840,000.00) (“**Settlement**”) has been reached between Plaintiff Antonio Diaz (“**Plaintiff**”) and Defendant Paris Valley Vineyard Services Company (“**PVVSC**” or “**Defendant**”) on behalf of all current and former non-exempt employees who worked for PVVSC in California at any point between September 7, 2018, and January 28, 2024 (“**Settlement Class Members**”).
- The settlement resolves the class and representative action lawsuit entitled *Antonio Diaz, individually and on behalf of other persons similarly situated and similarly aggrieved employees, v. Paris Valley Vineyard Services Company*, San Luis Obispo County Superior Court Case No. 22CVP-0244 (“**Lawsuit**”), wherein Plaintiff alleges various wage and hour violations. PVVSC vigorously denies all the claims and contentions in the Lawsuit and maintains it has fully complied with the law. However, PVVSC has agreed to settle the Lawsuit to avoid the expense of litigation.
- The Court has not made a determination of the validity of the claims in the Lawsuit. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees who have not opted out of the Settlement will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Class Members.
- This Settlement will be used to settle claims of all Settlement Class Members. The amount of Settlement Class Members’ individual settlements will be determined by the number of weeks they worked for PVVSC (“**Workweek(s)**”) during the period from September 7, 2018, through January 28, 2024 (“**Class Period**”). The amount of Aggrieved Employees individual settlements will be determined by the number of Pay Periods they worked for PVVSC (“**Pay Period(s)**”) during the period from September 7, 2021, through January 28, 2024 (“**PAGA Period**”).
- Lawyers for the Settlement Class Members will be asking the Court to award up to Two Hundred and Ninety-Four Thousand Dollars and Zero Cents (\$294,000.00) to be paid out of the settlement (35%) as attorneys’ fees for investigating the facts, litigating the case, and negotiating the settlement, as well as litigation costs and expenses, not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), incurred during the case. They also will ask the Court to approve: (1) a Five Thousand Dollar and Zero Cents (\$5,000.00) incentive award to Plaintiff Antonio Diaz (“**Plaintiff**” or “**Representative Plaintiff**”) who assisted in litigating this case for the benefit of all Settlement Class Members; (2) a Twenty-Two Thousand, Five Hundred Dollar and Zero Cents (\$22,500.00) payment to the California Labor and Workforce Development Agency (“**LWDA**”); and (3) up to a maximum of Thirteen Thousand Dollars and Zero Cents (\$13,000.00) to the Settlement Administrator for costs incurred in administering this Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	You are not required to take action to receive a payment. If you do nothing, you will automatically receive a payment from the Settlement if the Court finally approves the Settlement as you will be deemed to be a Participating Settlement Class Member . In exchange, you will be bound by the Settlement including the release of all claims covered by the Settlement. (See Sections 8, 9, & 17, below). If you do not agree with the number of Workweeks and/or Pay Periods presented to you in this Class Notice, you will have until February 3, 2025 , to submit any dispute regarding your individual Workweek and/or Pay Period calculations. (See Section 8, below).
OPT OUT OR EXCLUDE YOURSELF	If you do not want to participate in the settlement you can opt-out. To opt-out, you must submit a written request for exclusion to the Settlement Administrator stating your intent to not be part of the settlement and sign and date the statement. The written statement must be postmarked on or before February 3, 2025 . If you opt-out, you will not release any claims against PVVSC and you will receive no benefit from this settlement, except your share of PAGA civil penalties to the extent you are entitled to them. (See Sections 8 and 11, below).

OBJECT	If you wish to object to the Settlement, you may submit a written objection and supporting papers to the Settlement Administrator. Any written objections will be provided to the Court. You may also offer your oral comments at the Final Approval Hearing. In order to object, you must not have excluded yourself from the Settlement. Your objection must be postmarked on or before February 3, 2025 . (See Section 14, below).
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BASIC INFORMATION

1. Why did I get this Class Notice package?

The records of PVSVC indicate that you were employed by PVSVC in California as an hourly, non-exempt employee at some point during the period of time from September 7, 2018, through January 28, 2024 (“**Settlement Class**”) (See Section 5, below).

You were sent this Class Notice because you have a right to know about a proposed settlement involving the Lawsuit and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the Settlement and after any objections are resolved, a **Settlement Administrator** appointed by the Court will make the payments that the Settlement allows. This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the California Superior Court for the County of San Luis Obispo. The person who sued is called the Plaintiff, and the organization they sued is called the Defendant.

2. What is this Lawsuit about?

On September 7, 2022, Plaintiff filed a class action complaint in the San Luis Obispo County Superior Court (22CVP-0244) against PVSVC, on his own behalf and on behalf of other persons.

On April 19, 2024, the operative First Amended Complaint was filed which asserts the following class causes of action: (1) Failure to Provide Meal Periods; (2) Failure to Provide Paid Rest Periods; (3) Failure to Pay Wages; (4) Failure to Timely Pay Wages at Termination/Separation; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Reimburse Business Expenses; (7) Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, et seq.; and (8) Penalties Pursuant to Private Attorneys General Act (“PAGA”) in accordance with the required notice communicated by Plaintiff to the LWDA and PVSVC.

PVSVC has vigorously denied and defended against the allegations in the Lawsuit, asserting that it has paid its employees properly and has no liability for any of the alleged claims under any statute, wage order, common law, or equitable theory. However, Defendant has agreed to settle the Action to avoid the expense of litigation.

3. Why is there a settlement?

Since the Lawsuit was filed, there has been an ongoing investigation, and information exchanged. Plaintiff and PVSVC (the “**Parties**”) and their respective counsel participated in mediation with a highly respected neutral mediator. Subsequently, after further negotiations, the Parties reached this Settlement to avoid the cost and risk of further litigation.

The Superior Court of California, County of San Luis Obispo, has not made a ruling on the merits of Plaintiff’s claims or PVSVC’s defenses. However, the Court has preliminarily approved the Settlement. The Court will decide whether to give final approval to the Settlement at the Final Approval hearing scheduled for **April 9, 2025, at 9:00 a.m.** The Court is located at 901 Park Street, Paso Robles, CA, 93446, in Department P2, Judge Michael C. Kelley presiding.

The Settlement does not mean that any law was broken. The Settlement is a compromise of disputed claims and does not mean that PVSVC violated any legal wage requirements or is liable for any of the charges made by Plaintiff. PVSVC denies all of the legal claims in the case, and also asserts that a class action is improper for any purpose other than this settlement. Plaintiff and Class Counsel believe that this settlement is fair, reasonable, and adequate, and is in the best interest of all Settlement Class Members.

4. What is a class action settlement?

The Court must approve the terms of the Settlement described below as fair and reasonable to the class. Once approved, the Settlement will affect all Settlement Class Members except those who have opted out (i.e., excluded themselves). This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may get. Please read this entire Class Notice carefully.

WHO IS IN THE SETTLEMENT?

To see if you will get money from this settlement, you first have to decide if you are a Settlement Class Member.

5. How do I know if I am a Settlement Class Member?

The Parties have agreed, subject to Court approval, that the **Settlement Class** is made up of the following group:

All current and former non-exempt employees who worked for PVSVC in California between September 7, 2018, and January 28, 2024.

If you received this Class Notice, you are considered to be a Settlement Class Member.

6. I'm still not sure if I am a Settlement Class Member. What should I do?

You are receiving this Class Notice because PVVSC's records indicate that you are a Settlement Class Member. If you believe you have received this Class Notice in error, please notify the Settlement Administrator immediately.

If this Class Notice was sent to a different address from where you now reside, you need to contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement payment itself reaches you.

In order to receive payment under this Settlement, you do not have to take any action.

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. What does the settlement provide?

The Settlement Agreement provides that PVVSC will pay Eight Hundred and Forty Thousand Dollars and Zero Cents (\$840,000.00) (the "**Settlement Amount**") to fully resolve the claims being settled and released in the Lawsuit. After payment of the sums awarded by the Court (1) to the Settlement Administrator for its costs, up to a maximum of Thirteen Thousand Dollars and Zero Cents (\$13,000.00); (2) to Settlement Class Counsel for their legal fees in the Action, including any work they do in the future, up to a maximum of Two Hundred and Ninety Four Thousand Dollars and Zero Cents (\$294,000.00), which is thirty five percent (35%) of the Settlement Amount; (3) to Settlement Class Counsel for their litigation costs and expenses, up to a maximum of Twenty Five Thousand Dollars and Zero Cents (\$25,000.00); (4) to the Plaintiff as a service award for services he provided on behalf of the Settlement Class, risk of payment of costs in the event there had been an unfavorable outcome in the Action, and stigma, up to a maximum of Five Thousand Dollars and Zero Cents (\$5,000.00); (5) to the California Labor and Workforce Development Agency ("LWDA"), the sum of Twenty Two Thousand, Five Hundred Dollars and Zero Cents (\$22,500.00) as its share of PAGA penalties, and (6) the sum of Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) to Aggrieved Employees for their share of PAGA penalties ("**PAGA Payment**"); the remaining sum, estimated at no less than Four Hundred and Seventy-Three Thousand Dollars and Zero Cents (\$473,000.00) (the "**Net Settlement Amount**") will be distributed entirely to Settlement Class Members who qualify to receive payment.

The actual and complete terms of the Settlement are set forth in the Stipulated Settlement Agreement ("**Settlement Agreement**") filed with the Court. You can obtain a complete copy of the Settlement Agreement by calling Settlement Class Counsel, whose contact information is provided in Section 18, below.

8. How much will my payment be? How do I receive payment?

As a Settlement Class Member, you will automatically receive payment if you do not exclude yourself.

Each Participating Settlement Class Member will receive a *pro rata* share of the Net Settlement Amount based on the number of Workweeks the person worked for Defendant in the State of California as an hourly-paid, non-exempt employee at any time between September 7, 2018, and January 28, 2024. Any Workweek in which a Settlement Class Member worked at least one day shall be counted as a Workweek.

Settlement Class Members whose employment ended at any point between September 7, 2019, and January 28, 2024, have been allocated, as an enhancement, an additional 0.25 Workweeks per Workweek actually worked, up to a maximum of 6 additional Workweeks, to compensate them for their waiting time claim. For example, if a former employee actually worked 8 Workweeks, the employee will be allocated an additional 2 Workweeks ($0.25 \times 8 = 2$) for a total of 10 Workweeks.

To calculate a Class Member's Individual Settlement Payment, the Net Settlement Amount will be divided by the aggregate total number of Workweeks of all Settlement Class Members, resulting in the **Workweek Value**. Each Settlement Class Member's Individual Settlement Payment will be calculated by multiplying each individual Participating Settlement Class Member's total number of Workweeks by the Workweek Value.

Your Compensable Workweeks are: «Total_Weeks»

Your Estimated Individual Settlement Payment is: «ESA_Before_Paga»

All settlement payments are subject to taxation. Each Individual Settlement Payment will be allocated as follows: (a) 10% as wages that will be subject to deductions and withholdings for the employee's share of state and federal payroll taxes; and (b) 90% as penalties and interest that will not be subject to deductions and withholdings. Each Participating Settlement Class Member will receive an IRS Form W-2 with respect to the portion of the Settlement Payment allocated to wages and an IRS Form-1099 with respect to the portion of the Settlement Payment allocated to penalties and interest, unless said payment is less than or equal to \$600.00. Prior to mailing Settlement checks, the Settlement Administrator will calculate and deduct the employee's required withholdings and payroll taxes from the "wage" portion of the Settlement payment. PVVSC will separately pay the employer's share of payroll taxes with respect to the "wage" portion of each Settlement payment.

Please note that each Participating Settlement Class Member will be responsible for his/her/their share of taxes attributable to the receipt of an Individual Settlement Payment. The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

What if I believe My Workweeks are Wrong? If you wish to challenge the number of Workweeks shown above, you must provide a written statement stating what you believe to be the correct number of Workweeks you worked during the Class Period. You must also include information and/or documents that support your claim that you worked a different number of Workweeks. PVPSC's records will control unless you submit documentation that establishes otherwise. If there is a dispute about which information is accurate, the Settlement Administrator will resolve the challenge with the assistance of Class Counsel and Defense Counsel.

Each Aggrieved Employee will receive a *pro rata* share of the PAGA Payment based on the number of Pay Periods the person worked for PVPSC in the State of California as hourly-paid, non-exempt employee at any time between September 7, 2021, and January 28, 2024. Any Pay Period in which an Aggrieved Employee worked at least one day shall be counted as a Pay Period.

To calculate an Aggrieved Employee's Individual PAGA Payment, the PAGA Payment will be divided by the aggregate total number of Pay Periods of all Aggrieved Employees, resulting in the "Pay Period Value." Each Aggrieved Employee's Individual Settlement Payment will be calculated by multiplying each individual Aggrieved Employee's total number of Pay Periods by the Pay Period Value.

Your Compensable Pay Periods are: «PAGA_Pay_Periods»

Your Estimated Individual PAGA Payment is: «PAGA_Amount»

All settlement payments are subject to taxation. Each Individual PAGA Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each Aggrieved Employee will receive an IRS Form-1099 for his/her/their Individual PAGA Payment, unless said payment is less than or equal to \$600.00.

The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Aggrieved Employees should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

What if I believe My Pay Periods are Wrong? If you wish to challenge the number of Pay Periods shown above, you must provide a written statement stating what you believe to be the correct number of Pay Periods you worked during the PAGA Period. You must also include information and/or documents that support your claim that you worked a different number of Pay Periods. PVPSC's records will control unless you submit documentation that establishes otherwise. If there is a dispute about which information is accurate, the Settlement Administrator will resolve the challenge with the assistance of Class Counsel and Defense Counsel.

PVPSC will be responsible for paying all employer tax liabilities separate and apart from the Settlement Amount.

9. When would I get my payment?

The Court will hold a hearing on **April 9, 2025, at 9:00 a.m.**, to decide whether to finally approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, call the Settlement Administrator at 1-800-542-0900. *Please be patient.*

If the Court approves the settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed thereafter.

Uncashed Checks: All checks for Individual Settlement Payments shall remain valid and negotiable for 180 days from the date of their issuance. Any checks not cashed during the 180-day period after distribution shall be void, and the Participating Settlement Class Member's release set forth herein shall remain valid. After the 180-day period following distribution, all funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law in the name of the Participating Settlement Class Member (sco.ca.gov).

Your payment is expected to be mailed to the address where you received this Class Notice. **If your mailing address changes for any reason, you must promptly notify the Settlement Administrator to ensure that your payment is mailed to the correct address.**

10. What am I releasing?

Release As To All Participating Settlement Class Members: Upon the Effective Date and funding in full of the Settlement Amount by PVPSC, all Participating Settlement Class Members, including their heirs, assigns, estates, and representatives, shall be deemed to fully forever, irrevocably, and unconditionally release and discharge the Released Parties from the Released Class Claims. The Settlement Agreement shall be in full settlement, compromise, release, and discharge of the Release Class Claims and each of them, and the Released Class Claims by the Class Representative, and the Released Parties shall have no further liability or obligation to any Class Member and/or the Class Representative with respect to the Release Class Claims and Class Representative's Release Class Claims, except as expressly provided herein.

Release As To All Aggrieved Employees: Upon the Effective Date and funding in full of the Settlement Amount by Defendant, Plaintiff, Aggrieved Employees, and the State of California shall be deemed to fully forever, irrevocably and unconditionally release and discharge the Released Parties from the Released PAGA Claims.

"Released Class Claims" means: means all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action, including, but not limited to, all of the following claims for relief: (i) failure to pay all regular rate wages, minimum wages, straight time wages, and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of

termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse or indemnify necessary business expenses (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Complaint (Cal. Bus. & Prof. Code § 17200, et seq.); (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders. The Participating Class Members who cash their Settlement Checks further acknowledge they are releasing any claims they have against PTVSC under the Fair Labor Standards Act ("FLSA"). Expressly excluded are all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period.

"Released PAGA Claims" means: all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the in the Action or underlying LWDA Exhaustion Letter or reasonably could have been alleged based on the facts and legal theories contained in the operative complaint in the Action, including claims for civil penalties based on the following: (i) failure to pay all regular rate wages, minimum wages, straight time wages, and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse or indemnify necessary business expenses (Cal. Lab. Code §§ 2800 & 2802); (viii) failure to maintain records 1174(d) & 1174.5; (ix) claims, causes of action or legal theories of relief seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004 plead in the operative complaint and underlying LWDA Exhaustion Letter; (x) any claim for costs and attorneys' fees and expenses; and (xi) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders.

"Released Parties" means: PTVSC and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

HOW YOU OPT OUT

11. How can I opt out of this settlement?

If you do not want to remain a member of the Settlement Class, you may opt out of the class action Settlement by mailing a written request for exclusion to the Settlement Administrator, Phoenix Settlement Administrators, postmarked no later than **February 3, 2025**. The request for exclusion must be submitted in writing in any form you choose but must be signed by you and must include your name, address, telephone number, last four digits of your Social Security number, and the following statement or a similar statement: "I wish to exclude myself from the settlement reached in the matter of *Diaz v. Paris Valley Vineyard Services Company*. I understand that by excluding myself, I will not receive any money from the Class settlement reached in this matter." If you timely opt out of the Settlement, you will no longer be a member of the Settlement Class and you will be barred from participating in this Settlement. You will not receive any settlement payment if you opt out of this Settlement, except for your share of PAGA civil penalties described in Section 8, above. By timely opting out of the Settlement, you will retain whatever rights or claims you may have, if any, against PTVSC, and you will be free to hire your own attorney to pursue those claims on an individual basis, or you may represent yourself, if you choose to do so.

If you do not opt out, you will be bound by all the terms of the Settlement Agreement, including the release of claims set forth above, meaning that you cannot separately sue PTVSC, their employees, or any other related persons or entities for the matters being settled in this case. You will also be releasing your ability to file or prosecute any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

To represent you and other Class Members in this action, the Court has appointed Zorik Mooradian and Haik Hacopian of Mooradian Law, APC. These lawyers are called Class Counsel. They will be compensated from the Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to Two Hundred and Ninety-Four Thousand Dollars and Zero Cents (\$294,000.00) to them for attorneys' fees, or thirty-five percent (35%) of the Settlement Amount. The fees will pay Class Counsel for investigating the facts, litigating the case and negotiating and finalizing the settlement. Class Counsel will also ask the Court to award litigation costs and expenses, not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). PTVSC has agreed not to oppose Class Counsel's application for these fees and costs. The Court may choose to award less than the amount requested by Class Counsel.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I do not like the settlement?

You may appear at the Final Approval Hearing to present any objection you may have to the Settlement, regardless of whether you submit a written objection in advance. You may object to the Settlement either personally or through an attorney. To the extent you wish to submit a written objection, you are strongly encouraged to do so by timely mailing a written notice that you are objecting to the Settlement Administrator (Phoenix Settlement Administrators) postmarked no later than **February 3, 2025**. If you submit a written objection by the deadline and in compliance with this paragraph, you are not required to appear in person at the Final Approval Hearing for your objection to be considered by the Court. In order for your objection (written or otherwise) to be considered, you must not have opted out. The Final Approval Hearing is presently set for **April 9, 2025, at 9:00 a.m.** If you have not opted out, you may appear, personally or through an attorney, at the Final Approval Hearing to present your objection directly to the Court. If you wish to file any legal briefs, papers or memoranda in support of your objection, you may provide them to the Settlement Administrator with your written notice that you are objecting or you may file them directly with the Court no later than fifteen (15) days prior to the Final Approval Hearing.

All written objections must be signed and must contain the following information:

- Your name;
- Your address;
- Your telephone number;
- The last four digits of your Social Security Number;
- A description of your objection(s); and
- Whether you intend to appear and object at the Final Approval Hearing.

If you object to the Settlement and if the Court approves the Settlement, you will be bound by the terms of the Settlement Agreement in the same way as a Settlement Class member who does not object. You will also receive a settlement payment.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to. If you have submitted a written objection by the deadline and in compliance with this paragraph, you are not required to appear in person at the Final Approval Hearing for your objection to be considered by the Court.

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **April 9, 2025, at 9:00 a.m.**, at the San Luis Obispo County Superior Court - Paso Robles Division, Dept. P2, Judge Michael C. Kelley presiding, 901 Park Street, Paso Robles, CA 93446. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

The date of the Final Approval Hearing may change without formal notice to you and any change will be posted on the Settlement Administrator's general website at diaz-v-paris-valley-vineyard-services.phoenixcases.com, which you should check periodically.

16. Do I have to come to the hearing?

No. Class Counsel will represent the Participating Settlement Class Members at the hearing. But you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

Should you choose to appear at the Final Approval Hearing, you may appear remotely. To do so, you may arrange a Zoom appearance, instructions for which are available at the Court website (<https://www.slo.courts.ca.gov/>) under the "Remote Court Appearances via Zoom" tab. You may need to download the necessary application/program and pass technical validations for your hardware. You must connect through the Zoom link for "PASO Department 2 Civil Courtroom" to ensure that you appear in the correct courtroom.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your settlement payment. You will remain a member of the Settlement Class and will be bound by all the terms of the Settlement Agreement, including the release of claims set forth in Section 10 above, meaning that you cannot separately sue PVVSC, their employees, or any other related persons or entities for the matters being settled under this Settlement. You will also be releasing your ability to file or prosecute any claims, suits, or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Settlement.

GETTING MORE INFORMATION

18. Are there more details about the settlement?

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. If you would like a complete copy of the Settlement Agreement, you may go to the “re:SearchCA” website at <https://researchca.tylerhost.net/> and enter the case number (22CVP-0244) to electronically access all publicly filed documents in the Lawsuit. Please note that fees may be charged for retrieval of any documents. You may also access important case documents, including the Final Judgment if the Court grants final approval, on the Settlement Administrator’s website at diaz-v-paris-valley-vineyard-services.phoenixcases.com.

THE SETTLEMENT ADMINISTRATOR FOR THE SETTLEMENT IS:	SETTLEMENT CLASS COUNSEL	ATTORNEYS FOR DEFENDANT PARIS VALLEY VINEYARD SERVICES COMPANY (“DEFENSE COUNSEL”)
Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Phone: (800) 523-5773 diaz-v-paris-valley-vineyard-services.phoenixcases.com	Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian haik@mooradianlaw.com Mooradian Law, APC 24007 Ventura Blvd., Suite 210 Calabasas, California 91302 Telephone: (818) 487-1998 Facsimile: (888) 783-1030	Matthew Sgnilek msgnilek@ohaganmeyer.com Andrea Rosenkranz arosenkranz@ohaganmeyer.com O’HAGAN MEYER 4695 MacArthur Court, Suite 900 Newport Beach, CA 92660 Telephone: (949) 942-8500 Facsimile: (949) 942-8510

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR PVVSC WITH INQUIRIES.

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to this Lawsuit. You received this notice to help you decide what steps, if any, to take about this Lawsuit.

NOTIFICACIÓN DE PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA Y FECHA DE AUDIENCIA PARA SU APROBACIÓN POR EL TRIBUNAL

Antonio Díaz contra la Compañía de Servicios Vitivinícolas del Valle de París
Tribunal Superior del Condado de San Luis Obispo Caso n° 22CVP-0244

Cambios de nombre/dirección (si los hubiera):

|||||

«PSA_ID»

«First_Name» «Last_Name»

«Address_1»

«City», «State» «ZIP_Code»

Como empleado actual o ex empleado por hora no exento de Paris Valley Vineyard Services Company (“PVVSC”) en California en cualquier momento desde el 7 de septiembre de 2018 hasta el 28 de enero de 2024, usted puede tener derecho a recibir dinero de un Acuerdo de Demanda Colectiva propuesto.

*El Tribunal Superior de California, Condado de San Luis Obispo autorizó esta Notificación colectiva.
Esto no es una solicitud de un abogado. No se trata de una Demanda contra usted. Usted no ha sido Demandado.*

**LEA ATENTAMENTE ESTE AVISO DE CLASE.
SUS DERECHOS LEGALES SE VEAN AFECTADOS POR ELLO.**

- Se ha llegado a un Acuerdo propuesto de Demanda Colectiva de Ochocientos Cuarenta Mil Dólares con Cero Centavos (\$840,000.00) (“**Acuerdo**”) entre el Demandante Antonio Díaz (“**Demandante**”) y el Demandado Paris Valley Vineyard Services Company (“**PVVSC**” o “**Demandado**”) en nombre de todos los empleados actuales y anteriores no exentos que trabajaron para PVVSC en California en cualquier momento entre el 7 de septiembre de 2018 y el 28 de enero de 2024 (“**Miembros de la Clase del Acuerdo**”).
- El Acuerdo resuelve la Demanda Colectiva y representativa titulada *Antonio Diaz, individualmente y en nombre de otras personas en situación similar y empleados igualmente agraviados, contra Paris Valley Vineyard Services Company*, San Luis Obispo Tribunal Superior del Condado Caso n° 22CVP-0244 (“**Demanda**”), en la que el Demandante alega varias violaciones de salarios y horas de trabajo. PVVSC niega enérgicamente todas las reclamaciones y alegaciones de la Demanda y mantiene que ha cumplido plenamente con la ley. Sin embargo, PVVSC ha acordado llegar a un Acuerdo en la Demanda para evitar los gastos del litigio.
- El Tribunal no se ha pronunciado sobre la validez de las reclamaciones de la Demanda. En su lugar, ambas partes han acordado un Acuerdo. Esto permite a las Partes evitar el riesgo y la incertidumbre de un juicio y cualquier apelación posterior, y todos los empleados afectados que no hayan optado por no participar en el Acuerdo recibirán una compensación. El Acuerdo no supone una admisión de responsabilidad por parte del Demandado. El Demandante y los abogados creen que el Acuerdo es justo, razonable y adecuado, y en el mejor interés de todos los Miembros de la Clase.
- Este Acuerdo se utilizará para liquidar las reclamaciones de todos los Miembros de la Clase del Acuerdo. El monto de los Acuerdos individuales de los Miembros de la Clase del Acuerdo se determinará por el número de semanas que trabajaron para PVVSC (“**Semana(s) Laborales**”) durante el período comprendido entre el 7 de septiembre de 2018 y el 28 de enero de 2024 (“**Período de la Clase**”). El monto de los Acuerdos individuales de los Empleados Agraviados se determinará por el número de Períodos de Pago que trabajaron para PVVSC (“**Período(s) de Pago**”) durante el período comprendido entre el 7 de septiembre de 2021 y el 28 de enero de 2024 (“**Período PAGA**”).
- Los abogados de los Miembros de la Clase del Acuerdo solicitarán al tribunal que conceda hasta Doscientos Noventa y Cuatro Mil Dólares con Cero Centavos (\$294,000.00) a pagar con cargo al Acuerdo (35%) en concepto de honorarios de abogados por investigar los hechos, litigar el caso y negociar el Acuerdo, así como las costas y gastos del litigio, que no superarán los Veinticinco Mil Dólares con Cero Centavos (\$25,000.00), incurridos durante el caso. También solicitarán al Tribunal que apruebe: (1) un premio de incentivo de Cinco Mil Dólares y Cero Centavos (\$5,000.00) para el Demandante Antonio Díaz (“**Demandante**” o “**Demandante Representante**”) quien asistió en el litigio de este caso en beneficio de todos los Miembros de la Clase del Acuerdo; (2) un pago de Veintidós Mil Quinientos Dólares y Cero Centavos (\$22,500.00) a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral de California (“**LWDA**”, por sus siglas en inglés); y (3) hasta un máximo de Trece Mil Dólares y Cero Centavos (\$13,000.00) al Administrador del Acuerdo por los costos incurridos en la administración de este Acuerdo.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

**NO HACER
NADA**

No está obligado a actuar para recibir un pago. Si no hace nada, recibirá automáticamente un pago del Acuerdo si el Tribunal aprueba finalmente el Acuerdo, ya que se le considerará **Miembro Participante de la Clase del Acuerdo**. A cambio, quedará vinculado por el Acuerdo, incluida la exoneración de todas las reclamaciones cubiertas por el Acuerdo. (Véanse las Secciones 8, 9 y 17, a continuación).
Si no está de Acuerdo con el número de Semanas Laborales y/o Períodos de Pago que se le presentan en este Aviso de Clase, tendrá hasta el **3 de febrero de 2025** para presentar cualquier disputa con respecto a sus cálculos individuales de Semanas Laborales y/o Períodos de Pago. (Véase la Sección 8, a continuación).

OPTAR POR NO PARTICIPAR O EXCLUIRSE	Si no desea participar en el Acuerdo puede optar por la exclusión voluntaria. Para excluirse, debe presentar una solicitud de exclusión por escrito al administrador del Acuerdo en la que manifieste su intención de no formar parte del Acuerdo y firmar y fechar la declaración. La declaración escrita deberá llevar matasellos del 3 de febrero de 2025 o anterior. Si opta por la exclusión, no liberará ninguna reclamación contra PUVSC y no recibirá ningún beneficio de este Acuerdo, excepto su parte de las sanciones civiles PAGA en la medida en que tenga derecho a ellas. (Véanse las Secciones 8 y 11, a continuación).
OBJETAR	Si desea oponerse al Acuerdo, puede presentar una objeción por escrito y los documentos justificativos al Administrador del Acuerdo. Todas las objeciones escritas se facilitarán al Tribunal. También puede ofrecer sus comentarios orales en la Audiencia de Aprobación Definitiva. Para poder objetar, no debe haberse excluido del Acuerdo. Su objeción deberá llevar matasellos del 3 de febrero de 2025 o anterior. (Véase la Sección 14, a continuación).

INFORMACIÓN BÁSICA

1. ¿Por qué he recibido este paquete de Notificación colectiva?

Los registros de PUVSC indican que usted estuvo empleado por PUVSC en California como empleado por hora, no exento, en algún momento durante el período de tiempo comprendido entre el 7 de septiembre de 2018 y el 28 de enero de 2024 (“**Clase del Acuerdo**”) (Ver Sección 5, a continuación).

Se le envió esta Notificación colectiva porque tiene derecho a conocer una propuesta de Acuerdo relativa a la Demanda y todas sus opciones antes de que el Tribunal decida si aprueba finalmente el Acuerdo. Si el Tribunal aprueba el Acuerdo y una vez resuelta cualquier objeción, un **Administrador del Acuerdo** nombrado por el Tribunal efectuará los pagos que el Acuerdo permita. Este Aviso explica la Demanda, el Acuerdo, sus derechos legales, qué prestaciones están disponibles, quién tiene derecho a ellas y cómo obtenerlas.

El Tribunal encargado de este caso es el Tribunal Superior de California para el Condado de San Luis Obispo. La persona que demandó se llama el Demandante, y la organización a la que demandó se llama el Demandado.

2. ¿De qué trata esta Demanda?

El 7 de septiembre de 2022, el Demandante presentó una Demanda Colectiva en el Tribunal Superior del Condado de San Luis Obispo (22CVP-0244) contra PUVSC, en su propio nombre y en nombre de otras personas.

El 19 de abril de 2024, se presentó la Primera Demanda Enmendada operativa que afirma las siguientes causas de acción colectiva: (1) Incumplimiento de la obligación de proporcionar períodos de comida; (2) Incumplimiento de la obligación de proporcionar períodos de descanso remunerados; (3) Incumplimiento de la obligación de pagar salarios; (4) Incumplimiento de la obligación de pagar salarios a tiempo en caso de despido/separación; (5) Incumplimiento de la obligación de proporcionar declaraciones salariales precisas; (6) Incumplimiento de la obligación de reembolsar gastos empresariales; (7) Violación de la Ley de Prácticas Comerciales Desleales – Código Empresarial y Profesional §§ 17200, y siguientes; y (8) Sanciones de conformidad con la Ley General de Abogados Privados (“PAGA”) de Acuerdo con la notificación requerida comunicada por el Demandante a la LWDA y a PUVSC.

PUVSC ha negado enérgicamente y se ha defendido contra las alegaciones de la Demanda, afirmando que ha pagado a sus empleados correctamente y que no tiene ninguna responsabilidad por ninguna de las alegadas reclamaciones bajo ningún estatuto, orden salarial, ley común o teoría equitativa. Sin embargo, el Demandado ha acordado llegar a un Acuerdo en la Demanda para evitar los gastos del litigio.

3. ¿Por qué hay un Acuerdo?

Desde que se presentó la Demanda, ha habido una investigación en curso e intercambio de información. El Demandante y PUVSC (las “**Partes**”) y sus respectivos abogados participaron en una mediación con un mediador neutral muy respetado. Posteriormente, tras nuevas negociaciones, las Partes llegaron a este Acuerdo para evitar el coste y el riesgo de un nuevo litigio.

El Tribunal Superior de California, Condado de San Luis Obispo, no se ha pronunciado sobre el fondo de las reclamaciones del Demandante ni sobre las defensas de PUVSC. Sin embargo, el Tribunal ha aprobado preliminarmente el Acuerdo. El Tribunal decidirá si otorga la aprobación definitiva al Acuerdo en la Audiencia de Aprobación Definitiva programada para el **9 de abril de 2025, a las 9:00 a.m.** El Tribunal se encuentra en 901 Park Street, San Luis Obispo, CA, 93446, en el Departamento P2, presidido por el Juez Michael C. Kelley.

El Acuerdo no significa que se haya infringido ninguna ley. El Acuerdo es un compromiso de reclamaciones en disputa y no significa que PUVSC haya violado ningún requisito salarial legal ni que sea responsable de ninguno de los cargos formulados por el Demandante. PUVSC niega todas las reclamaciones legales en el caso, y también afirma que una Demanda Colectiva es improcedente para cualquier propósito que no sea este Acuerdo. El Demandante y los Abogados de la Clase creen que este Acuerdo es justo, razonable y adecuado, y que es en el mejor interés de todos los Miembros de la Clase del Acuerdo.

4. ¿Qué es un Acuerdo colectivo?

El Tribunal debe aprobar los términos del Acuerdo que se describen a continuación como justos y razonables para la Clase de Demandantes. Una vez aprobado, el Acuerdo afectará a todos los Miembros de la Clase de Demandantes excepto a aquellos que hayan optado por no participar (es decir, que se hayan excluido). Este Aviso de Demanda Colectiva explica sus derechos legales, las condiciones del Acuerdo, lo que debe hacer para participar y la cantidad de dinero que puede obtener. Le rogamos que lea detenidamente todo este Aviso de Demanda Colectiva.

¿QUIÉN PARTICIPA EN EL ACUERDO?

Para saber si recibirá dinero de este Acuerdo, primero tiene que decidir si es usted un Miembro de la Clase del Acuerdo.

5. ¿Cómo puedo saber si soy Miembro de la Clase del Acuerdo?

Las Partes han acordado, sujeto a la aprobación del Tribunal, que la **Clase del Acuerdo** está formado por la siguiente Clase:

Todos los empleados actuales y anteriores no exentos que trabajaron para PVVSC en California entre el 7 de septiembre de 2018 y el 28 de enero de 2024.

Si ha recibido este Aviso de Demanda Colectiva, se le considera un Miembro de la Demanda Colectiva del Acuerdo.

6. Aún no estoy seguro de ser Miembro de la Clase de Demandantes del Acuerdo. ¿Qué debo hacer?

Usted está recibiendo esta Notificación de la Clase porque los registros de PVVSC indican que usted es un Miembro de la Clase del Acuerdo. Si cree que ha recibido este Aviso de Demanda Colectiva por error, notifíquelo inmediatamente al Administrador del Acuerdo.

Si este Aviso de Demanda Colectiva se envió a una dirección diferente de la que usted reside ahora, debe ponerse en contacto con el Administrador del Acuerdo y proporcionar información actualizada para que le llegue cualquier correspondencia futura o el propio pago del Acuerdo.

Para recibir el pago en virtud de este Acuerdo, no tiene que realizar ninguna acción.

LOS BENEFICIOS DEL ACUERDO-LO QUE USTED OBTIENE

7. ¿Qué establece el Acuerdo?

El Acuerdo de Conciliación establece que PVVSC pagará Ochocientos Cuarenta Mil Dólares y Cero Centavos (\$840,000.00) (el “**Monto de la Conciliación**”) para resolver completamente las reclamaciones que están siendo resueltas y liberadas en la Demanda. Tras el pago de las sumas concedidas por el Tribunal (1) al Administrador del Acuerdo por sus costes, hasta un máximo de Trece mil dólares y cero céntimos (\$13,000.00); (2) a los Abogados de la Clase del Acuerdo por sus honorarios legales en la Demanda, incluido cualquier trabajo que realicen en el futuro, hasta un máximo de Doscientos Noventa y Cuatro mil dólares y cero céntimos (\$294,000.00), lo que equivale al treinta y cinco por ciento (35%) del Monto del Acuerdo; (3) a los Abogados de la Clase del Acuerdo por sus costos y gastos de litigio, hasta un máximo de Veinticinco mil Dólares y Cero centavos (\$25,000.00); (4) al Demandante como premio de servicio por los servicios que prestó en nombre de la Clase del Acuerdo, riesgo de pago de costas en caso de que hubiera habido un resultado desfavorable en la Acción, y estigma, hasta un máximo de Cinco Mil Dólares y Cero Centavos (\$5,000.00); (5) a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de California (“LWDA”), la suma de Veintidós Mil Quinientos Dólares y Cero Centavos (\$22,500.00) como su parte de las sanciones PAGA, y (6) la suma de Siete Mil Quinientos Dólares y Cero Centavos (\$7,500.00) a los Empleados Agraviados por su parte de las sanciones PAGA (“**Pago PAGA**”); la suma restante, estimada en no menos de Cuatrocientos Ochenta y Seis Mil Dólares y Cero Centavos (\$486,000.00) (el “**Monto Neto del Acuerdo**”) se distribuirá en su totalidad a los Miembros de la Clase del Acuerdo que califiquen para recibir el pago.

Los términos reales y completos del Acuerdo se establecen en el Acuerdo de conciliación estipulado (“**Acuerdo de conciliación**”) presentado ante el Tribunal. Puede obtener una copia completa del Acuerdo de Conciliación llamando al Abogado de la Clase del Acuerdo, cuyos datos de contacto se facilitan en la Sección 18, más abajo.

8. ¿A cuánto ascenderá mi pago? ¿Cómo recibo el pago?

Como Miembro de la Clase del Acuerdo, recibirá automáticamente el pago si no se excluye.

Cada Miembro Participante de la Clase del Acuerdo recibirá una parte *prorrataada* del Monto Neto del Acuerdo basada en la cantidad de Semanas Laborales que la persona trabajó para el Demandado en el Estado de California como empleado no exento y pagado por hora en cualquier momento entre el 7 de septiembre de 2018 y el 28 de enero de 2024. Cualquier Semana Laboral en la que un Miembro de la Clase del Acuerdo haya trabajado al menos un día se contará como una Semana Laboral.

A los Miembros de la Clase del Acuerdo cuyo empleo finalizó en cualquier momento entre el 7 de septiembre de 2019 y el 28 de enero de 2024, se les ha asignado, como mejora, 0.25 Semanas Laborales adicionales por cada Semana Laboral realmente trabajada, hasta un máximo de 6 Semanas Laborales adicionales, para compensarles por su reclamación de tiempo de espera. Por ejemplo, si un antiguo empleado trabajó realmente 8 Semanas Laborales, se le asignarán 2 Semanas Laborales adicionales ($0.25 \times 8 = 2$) para un total de 10 Semanas Laborales.

Para calcular el Pago Individual de la Clase de un Miembro de la Clase, el Monto Neto del Acuerdo se dividirá por el número total agregado de Semanas Laborales de todos los Miembros de la Clase del Acuerdo, lo que dará como resultado el Valor de la **Semana Laboral**. El Pago Individual de la Clase del Acuerdo se calculará multiplicando el número total de Semanas Laborales de cada Miembro Participante de la Clase del Acuerdo por el Valor de la Semana Laboral.

Sus Semanas Laborales Compensables son: «Total_Weeks»

Su pago estimado de Acuerdo individual es: «ESA_Before_Paga»

Todos los pagos del Acuerdo están sujetos a impuestos. Cada pago individual del Acuerdo se asignará de la siguiente manera: (a) 10% como salarios que estarán sujetos a deducciones y retenciones para la parte del empleado de los impuestos estatales y federales sobre la nómina; y (b) 90% como penalizaciones e intereses que no estarán sujetos a deducciones y retenciones. Cada Miembro Participante de la Clase del Acuerdo recibirá un Formulario W-2 del IRS con respecto a la parte del Pago del Acuerdo asignada a salarios y un Formulario-1099 del IRS con respecto a la parte del Pago del Acuerdo asignada a sanciones e intereses, a menos que dicho pago sea

inferior o igual a \$600.00. Antes de enviar por correo los cheques del Acuerdo, el Administrador del Acuerdo calculará y deducirá las retenciones requeridas del empleado y los impuestos sobre la nómina de la porción “salario” del pago del Acuerdo. PUVSC pagará por separado la parte correspondiente al empleador de los impuestos sobre la nómina con respecto a la porción de “salario” de cada pago del Acuerdo.

Tenga en cuenta que cada Miembro Participante de la Clase del Acuerdo será responsable de su parte de impuestos atribuibles a la recepción de un Pago Individual de la Clase del Acuerdo. Las Partes y sus abogados no pueden proporcionar ni proporcionarán asesoramiento alguno en relación con las obligaciones fiscales. Los Miembros de la Clase deben consultar con sus asesores fiscales las consecuencias fiscales de los pagos que reciban en virtud del Acuerdo.

¿Qué hago si creo que mis Semanas Laborales son incorrectas? Si desea impugnar el número de Semanas Laborales indicado anteriormente, deberá presentar una declaración por escrito en la que indique cuál cree que es el número correcto de Semanas Laborales que trabajó durante el Periodo de la Demanda Colectiva. También deberá incluir información y/o documentos que respalden su afirmación de que trabajó un número diferente de Semanas Laborales. Los registros de PUVSC prevalecerán a menos que usted presente documentación que establezca lo contrario. Si existe una disputa sobre qué información es exacta, el Administrador del Acuerdo resolverá la impugnación con la ayuda de los Abogados de la Clase y los Abogados de la Defensa.

Cada Empleado Agraviado recibirá una parte *prorrataada* del Pago PAGA basado en el número de Periodos de Pago que la persona trabajó para PUVSC en el Estado de California como empleado no exento y pagado por hora en cualquier momento entre el 7 de septiembre de 2021 y el 28 de enero de 2024. Cualquier Periodo de Pago en el que el Empleado Agraviado haya trabajado al menos un día se contará como un Periodo de Pago.

Para calcular el Pago PAGA Individual de un Empleado Agraviado, el Pago PAGA se dividirá por el número total agregado de Periodos de Pago de todos los Empleados Agraviados, resultando en el “Valor del Periodo de Pago”. El Pago Individual del Acuerdo de cada Empleado Agraviado se calculará multiplicando el número total de Periodos de Pago de cada Empleado Agraviado individual por el Valor del Periodo de Pago.

Sus Periodos de Pago Compensables son: «PAGA_Pay_Periods»

Su Pago PAGA Individual estimado es: «PAGA_Amount»

Todos los pagos del Acuerdo están sujetos a impuestos. Cada Pago PAGA Individual se asignará de la siguiente manera: 100% como sanciones que no estarán sujetas a deducciones y retenciones. Cada Empleado Agraviado recibirá un Formulario-1099 del IRS por su Pago PAGA Individual, a menos que dicho pago sea menor o igual a \$600.00.

Las Partes y sus abogados no pueden proporcionar ni proporcionarán asesoramiento alguno en relación con las obligaciones fiscales. Los Empleados Agraviados deberán consultar con sus asesores fiscales las consecuencias fiscales de los pagos que reciban en virtud del Acuerdo.

¿Qué pasa si creo que mis Periodos de Pago son incorrectos? Si desea impugnar el número de Periodos de Pago que se muestra arriba, debe proporcionar una declaración por escrito indicando lo que usted cree que es el número correcto de Periodos de Pago que trabajó durante el Periodo PAGA. También debe incluir información y/o documentos que respalden su afirmación de que trabajó un número diferente de Periodos de Pago. Los registros de PUVSC prevalecerán a menos que usted presente documentación que establezca lo contrario. Si existe una disputa sobre qué información es exacta, el Administrador del Acuerdo resolverá la impugnación con la ayuda de los Abogados de la Clase y los Abogados de la Defensa.

PUVSC será responsable del pago de todas las obligaciones fiscales del empleador separadas y aparte del monto del Acuerdo.

9. ¿Cuándo recibiré mi pago?

El Tribunal celebrará una vista el **9 de abril de 2025, a las 9:00 a.m.**, para decidir si aprueba definitivamente el Acuerdo. Si el Tribunal aprueba el Acuerdo, después puede haber apelaciones si alguien se opone. Siempre es incierto cuándo podrán resolverse estas objeciones y apelaciones, y resolverlas puede llevar tiempo. Para comprobar el progreso del Acuerdo, llame al Administrador del Acuerdo al 1-800-542-0900. *Por favor, tenga paciencia.*

Si el Tribunal aprueba el Acuerdo y si usted no opta por no participar, se espera que su pago individual establecido en la Sección 8 anterior se distribuya a partir de entonces.

Cheques no cobrados: Todos los cheques de los Pagos Individuales del Acuerdo seguirán siendo válidos y negociables durante 180 días a partir de la fecha de su emisión. Todo cheque no cobrado durante el período de 180 días posterior a la distribución será nulo, y la exoneración del Miembro Participante de la Clase del Acuerdo establecida en este documento seguirá siendo válida. Después del período de 180 días posterior a la distribución, todos los fondos se distribuirán al Contralor del Estado de California para que los retenga conforme a la Ley de Propiedad No Reclamada a nombre del Miembro Participante de la Clase del Acuerdo (sco.ca.gov).

Se espera que su pago se envíe por correo a la dirección en la que recibió este Aviso de Demanda Colectiva. **Si su dirección postal cambia por cualquier motivo, deberá notificárselo sin demora al Administrador del Acuerdo para asegurarse de que su pago se envía a la dirección correcta.**

10. ¿Qué estoy liberando?

Exoneración Para Todos los Miembros Participantes de la Clase del Acuerdo Colectivo: A partir de la Fecha de Entrada en Vigor y de la financiación íntegra del Importe del Acuerdo por parte de PUVSC, se considerará que todos los Miembros Participantes de la Clase del Acuerdo, incluidos sus herederos, cesionarios, sucesiones y representantes, liberan y exoneran plena, irrevocable e incondicionalmente a las Partes Exoneradas de las Reclamaciones Exoneradas de la Clase. El Acuerdo de Conciliación constituirá una

liquidación, compromiso, liberación y exoneración plenos de las Reclamaciones Exoneradas de la Clase y de cada una de ellas, y de las Reclamaciones Exoneradas de la Clase por parte del Representante de la Clase, y las Partes Exoneradas no tendrán ninguna otra responsabilidad u obligación ante ningún Miembro de la Clase y/o el Representante de la Clase con respecto a las Reclamaciones Exoneradas de la Clase y a las Reclamaciones Exoneradas de la Clase por parte del Representante de la Clase, salvo lo dispuesto expresamente en el presente.

Liberación En Cuanto A Todos Los Empleados Agraviados: A partir de la Fecha de Entrada en Vigor y de la financiación íntegra del Monto del Acuerdo por parte del Demandado, se considerará que el Demandante, los Empleados Agraviados y el Estado de California liberan y eximen plena, irrevocable e incondicionalmente a las Partes Exoneradas de las Reclamaciones PAGA Exoneradas.

“Reclamaciones Exoneradas de la Clase” significa: significa todas las causas de acción y reclamaciones que fueron alegadas en la Acción o que razonablemente podrían haber sido alegadas en base a los hechos y teorías legales contenidas en la Acción, incluyendo, pero sin limitarse a, todas las siguientes reclamaciones de reparación: (i) falta de pago de todos los salarios de tarifa regular, salarios mínimos, salarios de tiempo regular y salarios de horas extras adeudados (Código Laboral de California §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) incumplimiento de los periodos de comida (Código Laboral de California §§ 226.7 & 512); (iii) incumplimiento de las pausas de descanso (Código Laboral de California § 226.7); (iv) incumplimiento del pago puntual de los salarios durante el empleo (Código Laboral de California §§ 204 & 210); (v) incumplimiento de la obligación de proporcionar declaraciones salariales completas y precisas (Código Laboral de California § 226); (vi) falta de pago puntual de los salarios en el momento del despido o la dimisión (Código Laboral de California §§ 201-203); (vii) falta de reembolso o indemnización de los gastos empresariales necesarios (Código Laboral de California §§ 2800 & 2802); (viii) prácticas comerciales desleales que podrían haberse basado en las reclamaciones, causas de acción o teorías jurídicas de reparación descritas anteriormente o en cualquiera de las reclamaciones, causas de acción o teorías jurídicas de reparación alegadas en la Demanda (Código Empresarial y Profesional de California § 17200, y siguientes); (ix) cualquier reclamación de costas y honorarios de abogados y gastos; y (x) cualquier reclamación derivada de las reclamaciones descritas anteriormente en virtud de la legislación federal, estatal, local o territorial aplicable, así como de las normativas y Órdenes Salariales aplicables. Los Miembros Participantes de la Clase que cobren sus Cheques del Acuerdo reconocen además que renuncian a cualquier reclamación que tengan contra PUVSC en virtud de la Ley de Normas Laborales Justas (“FLSA”, por sus siglas en inglés). Quedan expresamente excluidas todas las reclamaciones por prestaciones adquiridas, despido improcedente, seguro de desempleo, incapacidad, seguridad social, indemnización de los trabajadores, reclamaciones mientras estaban clasificados como exentos y reclamaciones fuera del Periodo de la Demanda Colectiva.

“Reclamaciones Exoneradas PAGA” significa: todas las causas de acción y reclamaciones por sanciones civiles bajo la Ley General de Abogados Privados del Código Laboral de California de 2004 que fueron alegadas en la Acción o en la Carta de Agotamiento subyacente de la LWDA o que razonablemente podrían haber sido alegadas con base en los hechos y las teorías legales contenidas en la Demanda operativa de la Acción, incluyendo las reclamaciones por sanciones civiles basadas en lo siguiente (i) falta de pago de todos los salarios regulares, salarios mínimos, salarios por tiempo regular y salarios por horas extraordinarias adeudados (Código de Trabajo de California §§ 510, 558, 1194, 1194.2, 1197, 1197.1 y 1198); (ii) falta de provisión de periodos de comida conformes (Código de Trabajo de California §§ 226.7 y 512); (iii) falta de provisión de periodos de descanso conformes (Código de Trabajo de California § 226.7); (iv) no pagar puntualmente los salarios durante el empleo (Código de Trabajo de California §§ 204 & 210); (v) no proporcionar declaraciones de salarios completas y exactas (Código de Trabajo de California § 226); (vi) no pagar puntualmente los salarios en el momento de la rescisión o la dimisión (Código de Trabajo de California §§ 201-203); (vii) no reembolsar o indemnizar los gastos empresariales necesarios (Código de Trabajo de California §§ 2800 & 2802); (viii) no mantener los registros 1174(d) y 1174.5; (ix) reclamaciones, causas de acción o teorías legales de reparación que busquen sanciones civiles en virtud de la Ley General de Abogados Privados del Código Laboral de California de 2004 alegada en la Demanda operativa y en la Carta de agotamiento de la LWDA subyacente; (x) cualquier reclamación de costas y honorarios y gastos de abogados; y (xi) cualquier reclamación derivada de las reclamaciones descritas anteriormente en virtud de la legislación federal, estatal, local o territorial aplicable, así como de los reglamentos y Órdenes salariales aplicables.

“Partes exoneradas” significa: PUVSC y sus pasados, presentes y/o futuros, directos y/o indirectos, funcionarios, directores, Miembros, gerentes, empleados, agentes, representantes, abogados, aseguradores, socios, inversores, accionistas, administradores, empresas matrices, subsidiarias, afiliadas, divisiones, predecesores, sucesores, cesionarios y empresas conjuntas.

CÓMO DARSE DE BAJA

11. ¿Cómo puedo optar por no participar en este Acuerdo?

Si no desea seguir siendo Miembro de la Clase de Demandantes, puede optar por excluirse del Acuerdo de Demanda Colectiva enviando por correo una solicitud de exclusión por escrito al administrador del Acuerdo, Phoenix Settlement Administrators, con matasellos no posterior al **3 de febrero de 2025**. La solicitud de exclusión debe presentarse por escrito en cualquier forma que usted elija, pero debe estar firmada por usted y debe incluir su nombre, dirección, número de teléfono, cuatro últimos dígitos de su número de la Seguridad Social y la siguiente declaración o una declaración similar: “Deseo excluirme del Acuerdo alcanzado en el asunto *Díaz contra Paris Valley Vineyard Services Company*. Entiendo que al excluirme, no recibiré ningún dinero del Acuerdo Colectivo alcanzado en este asunto”. Si opta oportunamente por excluirse del Acuerdo, dejará de ser Miembro de la Clase de Demandantes y se le prohibirá participar en este Acuerdo. No recibirá ningún pago del Acuerdo si opta por no participar en este Acuerdo, excepto la parte que le corresponda de las sanciones civiles PAGA descritas en la Sección 8, más arriba. Al optar oportunamente por salirse del Acuerdo, usted retendrá cualesquiera derechos o reclamaciones que pueda tener, si los hubiere, contra PUVSC, y será libre de contratar a su propio abogado para perseguir esas reclamaciones de manera individual, o podrá representarse a sí mismo, si así lo decide.

Si usted no opta por no participar, estará obligado por todos los términos del Acuerdo de Conciliación, incluyendo la liberación de reclamos establecida anteriormente, lo que significa que usted no puede Demandar por separado a PVVSC, sus empleados, o cualquier otra persona o entidad relacionada por los asuntos que están siendo resueltos en este caso. Usted también estará renunciando a su capacidad de presentar o procesar cualquier reclamo, Demanda o procedimiento administrativo (incluyendo la presentación de reclamos ante la División de Cumplimiento de Normas Laborales de California) con respecto a los reclamos liberados por el Acuerdo.

LOS ABOGADOS QUE LE REPRESENTAN

12. ¿Tengo un abogado en este caso?

Para representarle a usted y a otros Miembros de la Clase en esta acción, el Tribunal ha designado a Zorik Mooradian y Haik Hacopian de Mooradian Law, APC. Estos abogados se denominan Abogados de la Clase. Serán remunerados con el importe del Acuerdo, tal y como se indica en este Aviso de Demanda Colectiva. Si desea ser representado por su propio abogado, puede contratar uno a su costa.

13. ¿Cómo se pagará a los abogados?

Los Abogados de la Clase solicitarán al Tribunal que apruebe el pago de hasta Doscientos Noventa y Cuatro Mil Dólares y Cero Centavos (\$294,000.00) a ellos por concepto de honorarios de abogados, o el treinta y cinco por ciento (35%) del Monto del Acuerdo. Los honorarios pagarán a los Abogados de la Clase por investigar los hechos, litigar el caso y negociar y finalizar el Acuerdo. Los Abogados de la Clase también solicitarán al Tribunal que adjudique las costas y gastos del litigio, que no excederán de Veinticinco Mil Dólares y Cero Centavos (\$25,000.00). PVVSC ha acordado no oponerse a la solicitud de estos honorarios y costos por parte del Abogado de la Clase. El Tribunal puede optar por conceder una cantidad inferior a la solicitada por los Abogados de la Clase.

OPOSICIÓN AL ACUERDO

14. ¿Cómo le digo al Tribunal que no me gusta el Acuerdo?

Puede comparecer en la Audiencia de Aprobación Definitiva para presentar cualquier objeción que pueda tener al Acuerdo, independientemente de si presenta una objeción por escrito con antelación. Puede objetar al Acuerdo personalmente o a través de un abogado. En la medida en que desee presentar una objeción por escrito, se le recomienda encarecidamente que lo haga enviando oportunamente por correo una notificación por escrito de que se opone al Administrador del Acuerdo (Phoenix Settlement Administrators) con matasellos no posterior al **3 de febrero de 2025**. Si presenta una objeción por escrito dentro del plazo y de conformidad con este párrafo, no estará obligado a comparecer en persona en la Audiencia de Aprobación Definitiva para que su objeción sea considerada por el Tribunal. Para que su objeción (escrita o de otro tipo) sea considerada, no debe haber optado por la exclusión. La Audiencia de Aprobación Definitiva está fijada actualmente para el **9 de abril de 2025, a las 9:00 a.m.** Si usted no ha optado por la exclusión, puede comparecer, personalmente o a través de un abogado, en la Audiencia de Aprobación Definitiva para presentar su objeción directamente al Tribunal. Si desea presentar escritos, documentos o memorandos legales en apoyo de su objeción, puede entregarlos al Administrador del Acuerdo junto con su notificación escrita de que se opone o puede presentarlos directamente ante el Tribunal a más tardar quince (15) días antes de la Audiencia de Aprobación Definitiva.

Todas las objeciones escritas deberán estar firmadas y contener la siguiente información:

- Su nombre;
- Su dirección;
- Su número de teléfono;
- Los cuatro últimos dígitos de su número de la Seguridad Social;
- Una descripción de su(s) objeción(es); y
- Si tiene intención de comparecer y presentar objeciones en la Audiencia de Aprobación Definitiva.

Si usted se opone al Acuerdo y si el Tribunal aprueba el Acuerdo, estará obligado por los términos del Acuerdo de conciliación del mismo modo que un Miembro de la Clase del Acuerdo que no se opone. También recibirá un pago por el Acuerdo.

LA AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL

El Tribunal celebrará una vista para decidir si aprueba el Acuerdo. Usted puede asistir y puede pedir la palabra, pero no está obligado a hacerlo. Si ha presentado una objeción por escrito dentro del plazo y de conformidad con este párrafo, no está obligado a comparecer en persona en la Audiencia de Aprobación Definitiva para que su objeción sea considerada por el Tribunal.

15. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?

El Tribunal celebrará una Audiencia de Aprobación Definitiva el **9 de abril de 2025, a las 9:00 a.m.**, en el Tribunal Superior del Condado de San Luis Obispo - División Paso Robles, Depto. P2, presidido por el Juez Michael C. Kelley, 901 Park Street, San Luis Obispo, CA 93446. En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado. Si hay objeciones, el Tribunal las considerará. El Juez escuchará a las personas que hayan pedido la palabra en la audiencia. En la audiencia o después de ella, el Tribunal decidirá si aprueba el Acuerdo. No sabemos cuánto tiempo llevará esta decisión.

La fecha de la Audiencia de Aprobación Definitiva puede cambiar sin que se le notifique formalmente y cualquier cambio se publicará en la página web general del Administrador del Acuerdo en diaz-v-paris-valley-vineyard-services.phoenixcases.com, que deberá consultar periódicamente.

16. ¿Tengo que acudir a la audiencia?

No. El Abogado de la Clase representará a los Miembros Participantes de la Clase del Acuerdo en la vista. Pero le invitamos a que acuda por su cuenta. Si envió una objeción, no es necesario que acuda al Tribunal para hablar de ella. Siempre que haya enviado su objeción por escrito a tiempo, el Tribunal la tendrá en cuenta. También puede pagar a su propio abogado para que asista, pero no es obligatorio. Si decide comparecer en la Audiencia de Aprobación Definitiva, puede hacerlo a distancia. Para ello, puede concertar una comparecencia Zoom, cuyas instrucciones están disponibles en la página web del Tribunal (<https://www.slo.courts.ca.gov/>) en la pestaña “Comparecencias remotas ante el Tribunal a través de Zoom”. Es posible que tenga que descargar la aplicación/programa necesario y pasar las validaciones técnicas de su hardware. Debe conectarse a través del enlace de Zoom para la “Sala del Tribunal Civil del Departamento 2 de ODEPA” para asegurarse de que comparece en la sala correcta.

SI NO HACE NADA**17. ¿Qué ocurre si no hago nada?**

Si no hace nada, recibirá el pago del Acuerdo. Usted seguirá siendo Miembro de la Clase del Acuerdo y estará obligado por todos los términos del Acuerdo del Arreglo, incluyendo la liberación de reclamos establecida en la Sección 10 anterior, lo que significa que usted no puede Demandar por separado a PUVSC, a sus empleados, o a ninguna otra persona o entidad relacionada por los asuntos que se están resolviendo bajo este Acuerdo. Usted también estará renunciando a su capacidad de presentar o procesar cualquier reclamo, Demanda o procedimiento administrativo (incluyendo la presentación de reclamos ante la División de Cumplimiento de Normas Laborales de California) con respecto a los reclamos liberados por el Acuerdo.

OBTENER MÁS INFORMACIÓN**18. ¿Hay más detalles sobre el Acuerdo?**

Esta Notificación Colectiva resume el Acuerdo propuesto. Puede llamar o ponerse en contacto con el Abogado de la Clase o con el Administrador del Acuerdo si desea obtener más información sobre el caso. Si desea una copia completa del Acuerdo de conciliación, puede visitar el sitio web “re:SearchCA” en <https://researchca.tylerhost.net/> e introducir el número de caso (22CVP-0244) para acceder electrónicamente a todos los documentos archivados públicamente en la Demanda. Tenga en cuenta que pueden cobrarse tasas por la recuperación de cualquier documento. También puede acceder a los documentos importantes del caso, incluida la Sentencia definitiva si el Tribunal concede la aprobación final, en el sitio web del Administrador del Acuerdo en la dirección diaz-v-paris-valley-vineyard-services.phoenixcases.com.

EL ADMINISTRADOR DEL ACUERDO ES:	ABOGADO DEL ACUERDO COLECTIVO	ABOGADOS DEL DEMANDADO PARIS VALLEY VINEYARD SERVICES COMPANY (“ABOGADOS DEL DEMANDADO”)
Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Teléfono: (800) 523-5773 diaz-v-paris-valley-vineyard-services.phoenixcases.com	Zorik Mooradian zorik@mooradianlaw.com Haik Hacopian haik@mooradianlaw.com Mooradian Law, APC 24007 Ventura Blvd., Suite 210 Calabasas, California 91302 Teléfono: (818) 487-1998 Fax: (888) 783-1030	Matthew Sgnilek msgnilek@ohaganmeyer.com Andrea Rosenkranz arosenkranz@ohaganmeyer.com O’HAGAN MEYER 4695 MacArthur Court, Suite 900 Newport Beach, CA 92660 Teléfono: (949) 942-8500 Fax: (949) 942-8510

POR FAVOR, NO SE PONGA EN CONTACTO CON EL SECRETARIO DEL TRIBUNAL, EL JUEZ O LA PUVSC PARA REALIZAR CONSULTAS.

Las declaraciones contenidas en este documento no son conclusiones de un tribunal de justicia. Estas declaraciones no son una expresión de opinión ni la aprobación de un juez. Este aviso se basa únicamente en las declaraciones de las Partes de esta Demanda. Usted ha recibido este aviso para ayudarle a decidir qué pasos, en su caso, dar en relación con esta Demanda.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1,139
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	1,139
Subtotal Admin Only	\$13,159.10

Not-to-Exceed Total **\$13,000.00**

February 20, 2025

Case: DIAZ v. PARIS VALLEY VINEYARD SRVCS Opt-Out Administration wTranslation

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$136.55	1	\$136.55
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$150.00	2	\$300.00
Total			\$868.55

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	3	\$300.00
Data Merge & Duplication Scrub	\$0.35	1,139	\$398.65
Notice Packet & Opt-Out Form	\$1.00	1,139	\$1,139.00
Estimated Postage (up to 2 oz.)*	\$0.76	1,139	\$865.64
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$3,903.29

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	114	\$113.90
Remail Notice Packets	\$1.00	114	\$113.90
Estimated Postage	\$0.76	114	\$86.56
Programming Undeliverables	\$55.00	3	\$165.00
Total			\$644.36

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	11	\$113.90
Case Manager	\$85.00	2	\$170.00
Total			\$918.90

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	2	\$200.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks *	\$0.95	1,400	\$1,330.00
Estimated Postage	\$0.76	1,400	\$1,064.00
Total			\$3,609.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	4	\$400.00
Remail Undeliverable Checks (Postage Included)	\$2.50	280	\$700.00
Case Associate	\$65.00	3	\$195.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$100.00	2	\$200.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Uncashed Escheat to CA State Controller	Inc.	Inc.	Inc.
Total			\$3,215.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$13,159.10

Declaration of Antonio Diaz

DECLARATION OF ANTONIO DIAZ

I, Antonio Diaz, hereby declare as follows:

1. I am the named Plaintiff in the wage and hour class action lawsuit entitled *Antonio Diaz v. Paris Valley Vineyard Services Company*, and bearing case number 22CVP-0244 of the San Luis Obispo County Superior Court. This declaration is based on my own personal knowledge. If called as a witness I could and would competently testify to the facts stated herein.

2. I was employed by Defendant Paris Valley Vineyard Services Company ("PVVSC") in California as a non-exempt hourly paid employee from July of 2005 until my termination in May of 2020.

3. I understand that this case is a class action, which is a lawsuit not just for me but for other non-exempt employees of PVVSC in California. I understand that it is my job to support them and I accept that as their representative I have significant responsibilities to them as well as to the court. I understand that it is my responsibility to look out for the best interests of the other non-exempt employees. I also understand that I need to respond truthfully and completely to any information requested by my attorneys and to make myself available at any meetings, proceedings, or other court hearings where my presence is required.

4. I am not aware of any claim that I am making in this case against PVVSC that would only apply to me and not to other employees. Nor do I believe that I have any interest in the outcome of this case that would be in conflict with or is any different from the interest from the rest of the class. I had a prior lawsuit against PVVSC for discrimination, retaliation, and wrongful termination that was separately resolved.

5. I've relied upon and continue to rely upon the advice and guidance of my attorneys at Mooradian Law, APC, Mr. Zorik Mooradian and Mr. Haik Hacopian.

6. I have been involved with this case since March of 2022. In the over two years I have been involved in this case, I have put a significant amount time and effort assisting my attorneys and participating in this case. I have participated in numerous telephonic conferences

DECLARATION OF ANTONIO DIAZ

1 speaking to my attorneys and their staff. I have also spent time looking for documents requested
2 from me by my attorneys. I have also spent time reviewing the settlement agreement as well
3 as this declaration.

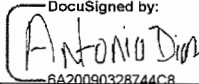
4 7. In total, I estimate that I have spent approximately 15 hours to date participating
5 in this case.

6 8. I understand that the parties have agreed to a \$5,000 service award to me for
7 coming forward and participating in this case and for providing a release of claims to PVVSC
8 which includes more claims than what the other class members are releasing. I also understand
9 that any amounts payable to me must be approved by the Court.

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

12 Executed this ____ day of June 2024, at West Hills, California.
13 6/5/2024

DocuSigned by:

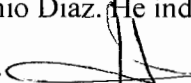

6A20090328744C8

Antonio Diaz

16 **Translation Authentication**

17
18 I, Claudia Ginsburg, am an employee of the Mooradian Law, APC, at 24007 Ventura Blvd.,
19 Suite 210, Calabasas, California 91302.

20 On June 6, 2024, I translated this Declaration from English to Spanish during a conference
21 with Antonio Diaz. He indicated to me that he understood and signed the Declaration.

22 By: 
23 Claudia Ginsburg
24
25
26
27
28

[PROPOSED] Order

ZORIK MOORADIAN, Bar No. 136636
zorik@mooradianlaw.com
HAIK HACOPIAN, Bar No. 282361
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Attorneys for Plaintiff Antonio Diaz, individually and on behalf of others similarly situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN LUIS OBISPO – PASO ROBLES BRANCH

ANTONIO DIAZ, individually and on
behalf of others similarly situated and
similarly aggrieved employees,

Plaintiffs,

v.

PARIS VALLEY VINEYARD
SERVICES COMPANY, an active
California Corporation; and DOES 1
through 10,

Defendants.

Case No.: 22CVP-0244

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Michael C. Kelley
in Dept. P-2]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF’S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVE’S ENHANCEMENT
AWARD, CLASS COUNSEL
ATTORNEYS’ FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS, AND LWDA PAYMENT**

[FILED CONCURRENTLY WITH NOTICE
OF MOTION AND MOTION;
DECLARATION OF ZORIK
MOORADIAN; DECLARATION OF
TAYLOR MITZNER; DECLARATION OF
ANTONIO DIAZ]

Date: April 9, 2025
Time: 9:00 a.m.
Dept.: P-2

1 On April 9, 2025, the Court considered the motion of Plaintiff Antonio Diaz
2 ("Plaintiff") for Final Approval of Class Action Settlement and Payment of: (1) Class
3 Representative's Enhancement Award, (2) Class Counsel Attorneys' Fees and Costs, (3)
4 Settlement Administration Costs, and (4) LWDA Payment. Having considered the Motion,
5 and all legal authorities and documents concurrently and previously submitted in support
6 thereof, including the Stipulated Settlement Agreement ("Settlement Agreement" or "S.A"),
7 and good cause appearing, IT IS HEREBY ORDERED and ADJUDGED that the motion is
8 GRANTED, subject to the following findings and orders:

9
10 1. This Court has jurisdiction over the subject matter of this litigation and over
11 the Parties to this litigation, including the Settlement Class;

12 2. Final approval shall be with respect to the Settlement Class defined as:
13 All current and former non-exempt employees who worked for Defendant Paris Valley
14 Vineyard Services Company in California during the period starting September 7, 2018 to
15 January 28, 2024 ("Class Period") (or if any such person is incompetent, deceased, or
16 unavailable due to military service, the person's legal representative or successor in interest
17 evidenced by reasonable verification);

18 3. The distribution of the Class Notice ("Notice Documents") to the Settlement
19 Class as set forth in the Settlement Agreement has been completed in conformity with
20 preliminary approval granted on November 5, 2024. The Notice Documents provided
21 adequate notice of the proceedings and about the case, including the proposed settlement
22 terms and the Release by Settlement Class as set forth in the Settlement Agreement. The
23 Notice Documents fully satisfied due process requirements. The Notice Documents were
24 sent via U.S. Mail to all persons entitled to such notice and every Settlement Class Member
25 who could be identified through reasonable effort. As executed, the Notice Documents
26 constituted the best notice practicable under the circumstances;

4. No Settlement Class Member has requested to be excluded from the
Settlement;

1 5. The Court hereby approves the terms set forth in the Settlement Agreement
2 and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable
3 and directs the Parties to effectuate the Settlement Agreement according to its terms. The
4 Court finds that the Settlement Agreement has been reached as a result of informed and non-
5 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
6 extensive investigation and research, and their attorneys were able to reasonably evaluate
7 their respective positions. The Court also finds that settlement now will avoid additional and
8 potentially substantial litigation costs, as well as delay and risks if the Parties were to
9 continue to litigate the case. The Court has reviewed the monetary recovery being provided
10 as part of the settlement and recognizes the significant value accorded to the Settlement
Class;

11 6. The class release, as set forth in the Settlement Agreement and Notice
12 Documents, is as follows:

13 Release As To All Participating Class Members: Upon the Effective Date and
14 funding in full of the Settlement Amount by Defendant, all Settlement Class Members who
15 do not timely opt out of the Settlement ("Participating Class Members"), including their
16 heirs, assigns, estates, and representatives, shall be deemed to fully forever, irrevocably, and
17 unconditionally release and discharge the Released Parties from the Released Class Claims.
18 The Settlement Agreement shall be in full settlement, compromise, release, and discharge
19 of the Released Claims and each of them, and the Released Claims by the Class
20 Representative, and the Released Parties shall have no further liability or obligation to any
21 Class Member and/or the Class Representative with respect to the Released Claims and
Class, Representative's Released Claims, except as expressly provided herein.

22 Release As To All Aggrieved Employees: Upon the Effective Date and funding in
23 full of the Settlement Amount by Defendant, Plaintiff, Aggrieved Employees, and the State
24 Of California shall be deemed to fully forever, irrevocably and unconditionally release and
25 discharge the Released Parties from the Released PAGA Claims.

26 "Released Class Claims" means all causes of action and claims that were alleged in

1 the Action or reasonably could have been alleged based on the facts and legal theories
2 contained in the Action , including, but not limited to, all of the following claims for relief:
3 (i) failure to pay all regular rate wages, minimum wages, straight time wages, and overtime
4 wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure
5 to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide
6 compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during
7 employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage
8 statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination
9 or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse or indemnify
10 necessary business expenses (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business
11 practices that could have been premised on the claims, causes of action or legal theories of
12 relief described above or any of the claims, causes of action or legal theories of relief pleaded
13 in the Complaint (Cal. Bus. & Prof. Code § 17200, et seq.); (ix) any claim for costs and
14 attorneys’ fees and expenses; and (x) any claim arising from the claims described above
15 under applicable federal, state, local or territorial law as well as applicable regulations and
16 Wage Orders. The Class Members who cash their Settlement Checks further acknowledge
17 they are releasing any claims they have against Defendant under the Fair Labor Standards
18 Act (“FLSA”). Expressly excluded are all claims for vested benefits, wrongful termination,
19 unemployment insurance, disability, social security, workers’ compensation, claims while
20 classified as exempt, and claims outside of the Class Period.

21 “Released PAGA Claims” means all causes of action and claims for civil penalties
22 under the California Labor Code Private Attorneys General Act of 2004 that were alleged
23 in the in the Action or underlying LWDA Exhaustion Letter or reasonably could have been
24 alleged based on the facts and legal theories contained in the operative complaint in the
25 Action, including claims for civil penalties based on the following: (i) failure to pay all
26 regular rate wages, minimum wages, straight time wages, and overtime wages due (Cal.
Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide
compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant

1 rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment
2 (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements
3 (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation
4 (Cal. Lab. Code §§ 201-203); (vii) failure to reimburse or indemnify necessary business
5 expenses (Cal. Lab. Code §§2800 & 2802); (viii) failure to maintain records 1174(d) &
6 1174.5; (ix) claims, causes of action or legal theories of relief seeking civil penalties under
7 the California Labor Code Private Attorneys General Act of 2004 plead in the operative
8 complaint and underlying LWDA Exhaustion Letter; (x) any claim for costs and attorneys’
9 fees and expenses; and (xi) any claim arising from the claims described above under
10 applicable federal, state, local or territorial law as well as applicable regulations and Wage
Orders.

11 “Released Parties” means Defendant and its past, present and/or future, direct and/or
12 indirect, officers, directors, members, managers, employees, agents, representatives,
13 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,
14 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

15 7. Defendant shall pay the Settlement Class pursuant to the procedure described
16 in the Settlement Agreement and the Notice Documents;

17 8. The Court hereby confirms the appointment of Plaintiff Antonio Diaz as the
18 Class Representative for settlement purposes and awards a \$5,000 payment to Plaintiff for
19 his services to the Settlement Class. The Court finds that this amount is fair and reasonable
20 in light of Plaintiff’s contributions to this litigation and the risks he undertook in being the
21 named plaintiff. The enhancement award awarded under this paragraph shall be paid in
22 accordance with the terms of the Settlement Agreement;

23 9. The Court hereby confirms the appointment of Zorik Mooradian and Haik
Hacopian of the Mooradian Law, APC as Class Counsel;

24 10. The Court hereby awards attorneys’ fees in the amount of \$294,000 and finds
25 that the attorneys’ fees requested are reasonable in light of the relevant factors under
26

1 California law. The attorneys' fees awarded under this paragraph shall be paid in accordance
2 with the terms of the Settlement Agreement;

3 11. The Court also awards costs in the amount of \$25,000 and finds that the costs
4 requested are reasonable in light of the relevant factors under California law. The costs
5 awarded under this paragraph shall be paid in accordance with the terms of the Settlement
6 Agreement;

7 12. The Court approves the payment of \$13,000 to Phoenix Settlement
8 Administrators for the fees and costs of administering the settlement. The payment
9 authorized by this paragraph shall be made in accordance with the terms of the Settlement
10 Agreement;

11 13. The Court approves a \$30,000 allocation for release of the PAGA claims.
12 From this allocation, the Court approves the payment of \$22,500 (75%) to the California
13 Labor and Workforce Development Agency ("LWDA") and \$7,500 (25%) to Aggrieved
14 Employees i.e. "all non-exempt employees who are or previously were employed by
15 Defendant Paris Valley Vineyard Services Company in California during the PAGA Period
16 ('the period starting September 7, 2021, to January 28, 2024') (or, if any such person is
17 incompetent, deceased, or unavailable due to military service, the person's legal
18 representative or successor in interest evidenced by reasonable verification)." The payments
19 authorized by this paragraph shall be made in accordance with the terms of the Settlement
20 Agreement;

21 14. The Gross Settlement Amount of the Settlement is \$840,000.00 (plus
22 Defendant's employer share of taxes), from which the above noted awards shall be deducted
23 as follows: \$5,000 for the service award to Plaintiff, \$294,000 for attorneys' fees, \$25,000
24 in litigation costs, \$13,000 in administration costs, and a \$30,000 allocation for release of
25 PAGA claims. The remaining amount of \$473,000 (which excludes the employer share of
26 taxes), or Net Settlement Amount, shall be paid to the 1,139 Participating Settlement Class
Members in accordance with the terms of the Settlement Agreement;

1 15. The Court shall have and retain continuing jurisdiction over this action and
2 the Parties and the Settlement Class, including after the entry of this Order, to the fullest
3 extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement
4 Agreement and this Order and Judgment;

5 16. A Non-Appearence Review Hearing re Final Distribution is scheduled for
6 _____ and a distribution report is to be filed by _____;
7 and

8 17. Plaintiff shall provide notice of this Order and Judgment to the LWDA as
9 required under PAGAs.

10 Dated:_____

By:_____

Honorable Michael C. Kelley
Judge of the Superior Court

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On March 13, 2025, I served on the parties of record in this action the foregoing document(s) described as:

PLAINTIFF’S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE’S ENHANCEMENT AWARD, CLASS COUNSEL ATTORNEYS’ FEES AND COSTS, SETTLEMENT ADMINISTRATION COSTS, AND LWDA PAYMENT; DECLARATION OF ZORIK MOORADIAN; DECLARATION OF TAYLOR MITZNER; DECLARATION OF ANTONIO DIAZ; (PROPOSED) ORDER

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.

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

/s/Haik Hacopian
Haik Hacopian