

ZORIK MOORADIAN, Bar No. 136636

zorik@mooradianlaw.com

HAIK HACOPIAN, Bar No. 282361

haik@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Telephone: (818) 487-1998

Facsimile: (888) 783-1030

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]*

**NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; DECLARATION
OF HAIK HACOPIAN WITH
EXHIBIT; DECLARATION OF
ZORIK MOORADIAN;
DECLARATION OF ANTONIO
DIAZ; AND [PROPOSED] ORDER**

Date: TBD

Time: TBD

Dept.: P-2

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

6 1. Preliminarily approving the proposed class settlement of this lawsuit;

7 2. Provisionally certifying the Settlement Class, defined as follows:

8 All current and former non-exempt employees who worked for
9 Defendant Paris Valley Vineyard Services Company in
10 California during the period starting September 7, 2018 to
11 January 28, 2024 ("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 3. Preliminarily appointing Plaintiff Antonio Diaz as Class Representative;

13 4. Preliminarily appointing Zorik Mooradian and Haik Hacopian of Mooradian
14 Law, APC as Class Counsel;

15 5. Preliminarily approving the proposed settlement of Plaintiff's Private
16 Attorneys General Act ("PAGA") claims;

17 6. Appointing Phoenix Settlement Administrators as the third-party settlement
18 administrator;

19 7. Scheduling a hearing to consider whether the class settlement should be finally
20 approved, and whether to award an amount for the Service Award to the Class Representative,
21 attorneys' fees and costs to Class Counsel, and settlement administration costs; and

22 8. Approving the proposed Class Notice, and ordering that it shall be
23 disseminated to the proposed Settlement Class as provided in the Stipulated Settlement
24 Agreement.

25 This Motion is based on this Notice of Motion, the accompanying Memorandum of
26 Points and Authorities, the Declaration of Haik Hacopian with Exhibit, the Declaration of
27 Zorik Mooradian, the Declaration of Antonio Diaz, the pleadings and other papers filed in this
28 action, and on any further oral or documentary evidence or argument presented at the time of

1 hearing.

2 The Stipulated Settlement Agreement is attached as **Exhibit “A”** to the Declaration of
3 Haik Hacopian. The proposed Class Notice is attached as **Exhibit “1”** to the Stipulated
4 Settlement Agreement. See HH Decl. ¶9, Ex. 1.

5

6 Dated: July 30, 2024

MOORADIAN LAW, APC

7

By: /s/Haik Hacopian
Zorik Mooradian, Esq.,
Haik Hacopian, Esq.,
Attorneys for Plaintiff Antonio Diaz, individually
and on behalf of other persons similarly situated
and similarly aggrieved employees

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MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
CALIFORNIA, CA 91302
(818) 487-1998

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff, Antonio Diaz (“Class Representative” or “Plaintiff”), and Defendant Paris
4 Valley Vineyard Services Company (“Defendant” or “PVVSC”) have reached a proposed
5 class settlement with a non-reversionary Settlement Amount of \$840,000 for a Class
6 consisting of around 1,100 non-exempt agricultural employees who worked for Defendant in
7 California from September 7, 2018 through January 28, 2024 (“Class Period”). The Settlement
8 anticipates coverage for 64,557 workweeks, with a proportional increase of the Settlement
9 Amount if the workweek total ultimately exceeds 110% of that amount. The settlement allows
10 for an average settlement payment in excess of \$425, which represents an excellent recovery.

11 This Settlement resolves this class action lawsuit and settles the wage and hour claims
12 for all Settlement Class Members who do not request exclusion. Payments will be made on an
13 opt-out non-reversionary basis.

14 The proposed settlement is memorialized in the “Stipulated Settlement Agreement”
15 hereinafter referred to as “Settlement Agreement” or “S.A.” A true and correct copy of which
16 is attached to the accompanying Declaration of Haik Hacopian (hereinafter “HH Decl.”) as
17 **Exhibit “A”**.

18 The Parties have conducted an investigation concerning the facts and law during the
19 pendency of this action and which included production of class records and data and expert
20 analysis of same, conferences, and a mediation session before an experienced employment
21 law mediator, Mr. Steve Serratore.

22 This proposed settlement is well within the range of what constitutes a fair, reasonable,
23 and adequate settlement to all concerned especially in light of the legal and factual obstacles
24 that Plaintiff faced, the sharply contested issues involved, the risks and costs of further
25 litigation, and the tangible monetary benefits to be received by Plaintiff and the Class. The
26 proposed notice procedure comports with Cal. Rules of Court, rule 3.769, and due process
requirements. The notice program should be approved and a final fairness hearing set.

//

1 **II. SUMMARY OF THE LITIGATION**

2 **A. Defendant, Class Members, and Plaintiff**

3 Defendant PVVSC is vineyard services company. Settlement Class Members were
4 predominantly agricultural employees tending to farms serviced by Defendant in SLO and
5 surrounding counties. Settlement Class Members worked 64,557 workweeks during the Class
6 Period. The average hourly rate of pay is \$16.45. Plaintiff Diaz was employed from July of
7 2005 until his termination in May of 2020. HH Decl., ¶7.

8 **B. Plaintiff's Lawsuit**

9 On September 7, 2022, Plaintiff Antonio Diaz filed the instant class action lawsuit
10 against Defendant PVVSC, individually and on behalf of other persons similarly situated. S.A.
11 ¶2.1. On January 16, 2024, Plaintiff Diaz sent the LWDA Exhaustion Letter, pursuant to the
12 Private Attorneys General Act ("PAGA"), to Defendant PVVSC and to the Labor and
13 Workforce Development Agency ("LWDA"). Plaintiff Diaz's PAGA claim was assigned
14 Case No. LWDA-CM- 1005219-24 upon electronic submission to the LWDA. S.A. ¶2.2. HH
Decl., ¶12, **Exhibit "B"** (Copy of Plaintiff's PAGA Notice).

15 On April 19, 2024, pursuant to leave granted by the Court, the operative First
16 Amended Complaint was filed in the Action. The First Amended Complaint asserts the
17 following causes of action: (1) Failure to Provide Meal Periods; (2) Failure to Provide Paid
18 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.

23 **C. Discovery and Mediation**

24 The Parties have conducted investigation of the operative facts and applicable law
25 during the pendency of the case through both formal and informal discovery. Plaintiff has
26 reviewed and examined class data and has retained the services of an expert who has analyzed
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 number
2 production. HH Decl. ¶8.

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 is attached as **Exhibit “A”** to the Declaration of Haik Hacopian. HH Decl. ¶9, Exh. A.

7
8 **III. THE PROPOSED SETTLEMENT**

9 **A. The Essential Terms of the Settlement**

10 If the Court approves this settlement, Defendant will pay the gross sum of \$840,000
11 ("Settlement Amount") which will be used to fund this Settlement and make payments to Class
12 Members, who will be paid on an all-in non-reversionary opt-out basis. The Settlement
13 Amount excludes the employer share of taxes on the wage component of the Settlement which
14 will be separately funded by Defendant. HH Decl. ¶10.

15 The monetary terms of the class action settlement are summarized below:

16 • Settlement Amount. S.A. ¶¶1.22, 3.5:	\$840,000
17 • Minus Court-approved Attorneys’ Fees (35%). S.A. ¶3.6:	(\$294,000)
18 • Minus Court-approved Cost Award. S.A. ¶3.6:	(\$25,000)
19 • Minus Court-approved Service Award. S.A. ¶3.8:	(\$5,000)
20 • Minus estimated settlement administration costs. S.A. ¶3.7:	(\$13,000)
21 • Minus 75% PAGA Payment to LWDA. S.A. ¶3.9:	(\$22,500)
22 • Minus 25% PAGA Share to Aggrieved Employees. S.A. ¶3.9:	(\$7,500)

23

Total Deductions from Settlement Amount: (\$367,000)

24 Net Settlement Amount. S.A. ¶1.16: \$473,000

25 The approximate estimated simple average class settlement payment, assuming
26 maximum awards and participation by 1,100 individuals, calculates to \$430.00. HH Decl. ¶11.

There are presently no other claims or lawsuits that would be impacted by this settlement. HH

Decl. ¶12.

B. Class Members

Settlement Class Members are defined as follows:

All current and former non-exempt employees who worked for Defendant Paris Valley Vineyard Services Company in California during the period starting September 7, 2018 to January 28, 2024 (“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. S.A. ¶¶1.4, 1.6, and 1.8.

C. Settlement Payments to Class Members

The Individual Settlement Payment to each Settlement Class Member will be determined by the total number of Workweeks Worked by the entire Settlement Class plus an enhancement of up to six (6) additional workweeks to employees whose employment ended between September 7, 2019, and January 28, 2024 to compensate them for their waiting time penalties claim. S.A. ¶4.3.

The value of a Workweek Worked shall be calculated by counting the total number of Workweeks Worked by all Settlement Class Members and dividing the Net Settlement Amount by that number. Each Participating Settlement 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. *Id.* Assuming maximum awards under the settlement and 70,000 total workweeks, the workweek value calculates to \$6.76 (\$773,000 ÷ 70,000).

D. Settlement Allocation to Class Members

The Individual Settlement Payments to Participating Settlement Class Members are allocated for tax purposes as follows: claimed unpaid wages – 10% of each Settlement Payment; claimed interest and claimed penalties – 90% of each Individual Settlement Payment. Class Members will be responsible for paying their share of all taxes due on their Settlement Payment other than the employer’s share of payroll taxes, and all required withholdings and deductions which will be calculated and withheld by the Settlement Administrator. S.A. ¶4.9.

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1 **E. Opt-Outs and Objections**

2 Class Members will have sixty (60) days from the mailing of the Class Notice to opt
3 out, object to the Settlement, or dispute the number of workweeks attributable to them. S.A.
4 ¶¶4.4, 4.5, & 4.6.

5 Class Members may elect to exclude themselves (“Opt Out”) from the Settlement by
6 timely submitting a written request to be excluded from the Settlement. S.A. ¶4.5. The Opt-
7 Out Request must include the Class Member’s name, address, telephone number, last four
8 digits of the Social Security number, and a statement that the Settlement Class Member wishes
9 to be excluded from the Settlement. Class Notice, §11.

10 Class Members who have not filed an Opt-Out Request may object to the Settlement
11 by submitting a written request to the Settlement Administrator. S.A. ¶4.6. The written
12 objection must contain the Class Member’s name, address, and telephone number of the
13 objector. It must also include the case name and number, and a description of the objection.
14 Class Notice, §16. S.A. ¶4.6.

15 Any dispute shall be resolved by the Settlement Administrator with the assistance of
16 Settlement Class Counsel and Defense Counsel. Absent clear evidence submitted by the
17 Settlement Class Member establishing that the workweeks are not as presented in their Class
18 Notice, Defendant’s records shall presumptively control. S.A. ¶4.4.

18 **F. Release**

19 Release As To All Participating Class Members. Upon the Effective Date and funding
20 in full of the Settlement Amount by Defendant, all Settlement Class Members who do not
21 timely opt out of the Settlement (“Participating Class Members”), including their heirs,
22 assigns, estates, and representatives, shall be deemed to fully forever, irrevocably, and
23 unconditionally release and discharge the Released Parties from the Released Class Claims.
24 The Settlement Agreement shall be in full settlement, compromise, release, and discharge of
25 the Released Claims and each of them, and the Released Claims by the Class Representative,
26 and the Released Parties shall have no further liability or obligation to any Class Member
and/or the Class Representative with respect to the Released Claims and Class

1 Representative's Released Claims, except as expressly provided herein. S.A. ¶5.1.

2 Release As To All Aggrieved Employees. Upon the Effective Date and funding in full
3 of the Settlement Amount by Defendant, Plaintiff, Aggrieved Employees, and the State
4 of California shall be deemed to fully forever, irrevocably and unconditionally release and
5 discharge the Released Parties from the Released PAGA Claims. S.A. ¶5.2.

6 "Released Class Claims" means all causes of action and claims that were alleged in
7 the Action or reasonably could have been alleged based on the facts and legal theories
8 contained in the Action , including, but not limited to, all of the following claims for relief: (i)
9 failure to pay all regular rate wages, minimum wages, straight time wages, and overtime wages
10 due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide
11 compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant
12 rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal.
13 Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal.
14 Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal.
15 Lab. Code §§ 201-203); (vii) failure to reimburse or indemnify necessary business expenses
16 (Cal. Lab. Code §§ 2800 & 2802); (viii) unfair business practices that could have been
17 premised on the claims, causes of action or legal theories of relief described above or any of
18 the claims, causes of action or legal theories of relief pleaded in the Complaint (Cal. Bus. &
19 Prof. Code § 17200, et seq.); (ix) any claim for costs and attorneys' fees and expenses; and
20 (x) any claim arising from the claims described above under applicable federal, state, local or
21 territorial law as well as applicable regulations and Wage Orders. The Class Members who
22 cash their Settlement Checks further acknowledge they are releasing any claims they have
23 against Defendant under the Fair Labor Standards Act ("FLSA"). Expressly excluded are all
24 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
25 security, workers' compensation, claims while classified as exempt, and claims outside of the
26 Class Period. S.A. ¶1.18.

25 "Released PAGA Claims" means all causes of action and claims for civil penalties
26 under the California Labor Code Private Attorneys General Act of 2004 that were alleged in

1 the in the Action or underlying LWDA Exhaustion Letter or reasonably could have been
2 alleged based on the facts and legal theories contained in the operative complaint in the
3 Action, including claims for civil penalties based on the following: (i) failure to pay all regular
4 rate wages, minimum wages, straight time wages, and overtime wages due (Cal. Lab. Code
5 §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal
6 periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal.
7 Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§
8 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226);
9 (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-
10 203); (vii) failure to reimburse or indemnify necessary business expenses (Cal. Lab. Code §§
11 2800 & 2802); (viii) failure to maintain records 1174(d) & 1174.5; (ix) claims, causes of action
12 or legal theories of relief seeking civil penalties under the California Labor Code Private
13 Attorneys General Act of 2004 plead in the operative complaint and underlying LWDA
14 Exhaustion Letter; (x) any claim for costs and attorneys' fees and expenses; and (xi) any claim
15 arising from the claims described above under applicable federal, state, local or territorial law
as well as applicable regulations and Wage Orders. S.A. ¶1.19.

16 “Released Parties” means Defendant and its past, present and/or future, direct and/or
17 indirect, officers, directors, members, managers, employees, agents, representatives,
18 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,
19 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers. S.A.
20 ¶1.20.

21 “Effective Date” means the latest of the following dates: (i) if no Class Member timely
22 and properly objects intervenes, or files a motion to vacate the judgment approving the
23 Settlement Agreement under Code of Civil Procedure § 663, then 60 days following the date
24 of the Court’s Notice of Entry of Order regarding Final Approval of the Settlement and the
25 judgment is final; (ii) if a Class Member intervenes, or files a motion to vacate the judgment
26 approving the Settlement Agreement, then sixty-one (61) calendar days following the date the
Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a timely

1 appeal is filed, then the date of final resolution of that appeal or other collateral attack
2 (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial
3 approval of the Settlement. S.A. ¶1.13.

4 Only Named Plaintiff will be providing a general release and waiver of Civil Code
5 §1542. S.A. ¶¶5.4-5.9.

6 **G. Service Award to Named Class Representative**

7 As part of the settlement, at the time of seeking final approval of the proposed class
8 action settlement, Plaintiff will separately apply for a Service Award in the amount of Five
9 Thousand Dollars (\$5,000) for his services to the Settlement Class. S.A. ¶3.8. "[I]ncentive
10 awards are fairly typical in class action cases ... and are intended to compensate class
11 representatives for work done on behalf of the class [and] to make up for financial or
12 reputational risk undertaken in bringing the action." *In re Cellphone Fee Termination Cases*
13 (2010) 186 Cal.App.4th 1380, 1393-94. Plaintiff's requested incentive payment is intended to
14 recognize Plaintiff's contributions on behalf of the Class and is fair in relation to the total
15 settlement, his efforts, and standing alone. HH Decl. ¶13. Plaintiff has put a significant amount
16 and time and effort participating in this case and understands his role and obligations as class
17 representative. Declaration of Antonio Diaz, ¶¶3-8.

18 **H. Attorneys' Fees & Costs**

19 Defendant agrees not to oppose Plaintiff's counsel's application for an attorneys' fees
20 award of \$294,000.00, which is thirty five percent (35%) of the Settlement Amount of
21 \$840,000, and payment of documented litigation costs and expenses up to \$25,000. S.A. ¶3.6.
22 Plaintiff will submit detailed support for his request for a fee award along with his motion for
23 final approval of the settlement. For now, counsel submits that the requested fee is fair
24 compensation for undertaking a complex, risky, expensive, and potentially time-consuming
25 litigation involving this case on a purely contingent fee basis. Here, counsel has incurred
26 substantial attorneys' fees independently conducting pre-filing investigations, analyzing the
claims, litigating the case, conducting legal research and analysis, reviewing significant
documentary and electronic records produced by Defendant, performing data analysis of

1 employee timekeeping data and payroll records, preparing for and attending a full-day
2 mediation, negotiating the settlement, preparing and amending the long-form Stipulated
3 Settlement Agreement, Class Notice, and preparing this Motion for Preliminary Approval,
4 and otherwise aggressively pursuing the interests of the putative class. HH Decl. ¶14.

5 Both California and federal courts have recognized that an appropriate method for
6 awarding attorneys' fees in class actions is to award a percentage of the "common fund"
7 created as a result of the settlement. *See Wershba v. Apple Computer, Inc.* (2001) 91
8 Cal.App.4th 224, 254 (recognizing both the "percentage of recovery" and "lodestar/
9 multiplier" methods). Plaintiff counsel's request for fees of thirty five percent (35%) of the
10 Settlement Amount is within the range of reasonableness. Historically, courts have awarded
11 percentage fees in the one-third range. *See, e.g., Laffitte v. Robert Half Int'l, Inc.* (2014) 231
12 Cal.App.4th 860, 878 ("[S]tudies show that . . . fee awards in class actions average around
13 one-third of the recovery."); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 n.11 (2008)
14 (accord); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*,
15 J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35 (independent studies
16 of class action litigation nationwide conclude that a one-third fee is consistent with market
17 rates).

18 In conclusion, counsel submits that its request for attorneys' fees is reasonable when
19 viewed as an overall percentage of the settlement as well as with reference to counsel's
20 loadstar. In light of the risks and significant work undertaken by counsel, the results obtained
21 for the class, and the efficiency with which the Parties collaborated to conduct the litigation,
22 the fee and cost request is fair and reasonable. HH Decl. ¶16.

23 **IV. PRELIMINARY APPROVAL IS WARRANTED**

24 Rules of Court, rule 3.769 conditions the settlement of a class action on court approval,
25 which is generally evaluated under the federal standards applicable under Rule 23 of the Fed.
26 R. Civ. P. 23. *See Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337
(2012) (stating that Rule 3.769 requires the trial court to determine "that the settlement is fair,

1 reasonable and adequate to all concerned"); *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150
2 F.3d 1011, 1026 (stating that Rule 23(e) requires the trial court to determine "whether a
3 proposed settlement is fundamentally fair, adequate, and reasonable"). To be approved, a
4 settlement must be "fair, reasonable and adequate to all concerned." *Reed*, 208 Cal.App.4th at
5 337. Settlement is the preferred means of dispute resolution, particularly in complex class
6 action litigation. See *In re Syncor ERISA Litig.* (9th Cir. 2008) 516 F.3d 1095, 1101. The
7 Court's role in evaluating a proposed settlement is limited to ensuring that the agreement taken
8 as a whole is fair, and is not the product of fraud or collusion between the negotiating parties.
9 See, e.g., *Hanlon*, 150 F.3d at 1027. There is an initial presumption of fairness when the
10 settlement agreement was negotiated at arms' length by experienced counsel. See, e.g., *Kullar*
11 *v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130. A trial court's decision to approve
12 a class action settlement is within the sound discretion for the trial judge and may be reversed
13 only if the trial court acted outside of its broad discretion. See *Munoz v. BCI Coca-Cola*
Bottling Co. of L.A. (2010) 186 Cal.App.4th 399, 407.

14 **A. Standard for Preliminary Approval**

15 To make a fairness determination, the Court should consider several factors, including:
16 "The strength of Plaintiff's case, the risk, expense, complexity and likely duration of further
17 litigation, the risk of maintaining class action status through trial, the amount offered in
18 settlement, the extent of discovery completed and the stage of the proceedings, [and] the
19 experience and views of counsel." *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.
20 "The list of factors is not exclusive and the Court is free to engage in a balancing and weighing
21 of the factors depending on the circumstances of each case." *Wershba v. Apple Computer,*
22 *Inc., supra*, 91 Cal.App.4th at 245. It should be noted that the reasonableness of a settlement
23 is not dependent upon its actual value approaching the potential recovery plaintiff might have
24 received if he had succeeded at trial, *Sutter Health Unins. Pricing Cases* (2009) 171 Cal. App.
25 4th 495, 511 (emphasizing that the court must be mindful that "[t]he ... class case could have
26 gone to an incredibly lengthy and expensive jury trial, and the class could have lost the case"
and must account for that likelihood in discounting the value of the claims for settlement

1 purposes [emphasis in original]). As discussed below, the proposed settlement is fair, adequate
2 and reasonable in light of the overall balance of factors in this case.

3 **B. The Strength of Plaintiff's Case**

4 1. Unpaid Wage Claims

5 Defendant maintained a time tracking system which primarily involved managers
6 logging employee time into electronic tablets. Plaintiff contends that this method was
7 haphazard and did not involve employee input such that it failed to fully capture time worked
8 by employees. Defendant countered that employees worked in groups, started and stopped
9 work together at regular intervals, and that managers were instructed to properly log employee
10 time. Plaintiff's review of the time data also reflected entries at quarter hour intervals,
11 suggesting a rounding practice, but that overtime appears to have been paid in accordance
12 with Wage Order #14 for agricultural employees. HH Decl. ¶16.

13 Any potential claim for unpaid wages will be extremely individualized and difficult to
14 prove. The extent to which an employee worked off the clock and was not compensated will
15 likely depend on a specific shift, position, location, management, and other circumstances that
16 will not translate to certification. HH Decl. ¶17.

17 Generously assuming an average loss of half an hour per workweek, at a regular hourly
18 rate of \$16.21, across 60,000 total workweeks results in \$486,300 in potentially unpaid wages.
19 In light of factual variations making certification highly unlikely, as well as issues of proof
20 bearing on merits, Plaintiff does not value an unpaid wage claim in excess of 20% of the
21 assessed exposure, or \$97,260. HH Decl. ¶18.

22 2. Meal Breaks

23 Meal breaks were logged into tablets by managers and Plaintiff contended that such
24 tracking was not contemporaneous and did not accurately record the timing and duration of
25 any meal breaks. Defendant represented that employees had significant leeway on taking meal
26 breaks and took them in groups. In assessing the claim on the available records, there is an
extremely high level of compliance with 60,809 of the 63,405 shifts analyzed reflecting meal
breaks at proper intervals. Plaintiff contended that such is evidence of manicured meal break

1 entries by managers, who were not necessarily present to log meal breaks. HH Decl. ¶19.

2 A meal period claim will require substantial individual inquiry to be able to determine
3 whether a meal period was accurately logged and for Plaintiff to craft some theory that will
4 lend itself to certification across the multiple job sites, managers, and job circumstances.
5 Plaintiff's analysis of the time data reveals a minimum of 24,600 meal break violations across
6 270,600 total shifts, resulting in \$404,670 in premiums owed, with \$77,995.29 in interest
7 owed, or \$482,665.29 in exposure. Plaintiff does not value a meal break claim in excess of
8 30% of the assessed exposure, or \$144,799.59. HH Decl. ¶20.

9 3. Rest Breaks

10 Despite the obligation to provide only 10-minute rest breaks and there being no
11 requirement that they be tracked, the time records reflect tracked 15-minute rest breaks. In
12 assessing a rest break claim on the face of the time data, of the 63,103 analyzed shifts
13 reflecting 3.5 or more hours of work, 13,342 reflect non-compliant rest breaks, the vast
14 majority of which had one or more missing rest breaks. Again, as with meal breaks, the
15 broader issue of time record reliability is a concern. Defendant maintained that, as with meal
16 breaks, employees had substantial leeway in taking their breaks and regularly took them
17 together in groups. HH Decl. ¶21.

18 Extrapolating from the sample, Plaintiff calculates a total of 61,200 rest break
19 violations. This results in \$1,006,740 in premiums owed, plus \$194,037.05 in interest, and a
20 total exposure of \$1,200,777.05. As with the meal break claim, there are factual variations
21 including whether any missed rest break was due to employee choice or employer coercion.
22 Based on the foregoing, Plaintiff does not value a rest break claim in excess of 25% of the
23 assessed exposure, or \$300,194.26 for the class. HH Decl. ¶22.

24 4. Waiting Time Penalties

25 The claim for waiting time penalties would be derivative of the claims for unpaid
26 wages and meal and rest premiums and the weaknesses described there would directly impact
the viability of this claim. *See Naranjo v. Spectrum Sec. Srvcs.* (2022) 13 Cal.5th 93. At 624
terminated employees, maximum waiting time penalties calculate to \$2,463,552 (624

1 employees x 30 days x 8 hours per shift x \$16.45 average hourly rate). But given weaknesses
2 of the underlying claims, Plaintiff does not believe the value of this claim exceeds 20% of the
3 assessed maximum, or \$492,710.40. HH Decl. ¶23.

4 5. Wage Statement Penalties

5 The regular wage statements issued to employees were facially compliant with the
6 requirements of Labor Code Section 226. As with waiting time penalties, this claim is
7 derivative of unpaid wage, meal, and rest break violations. *See Naranjo, supra*. Although
8 maximum exposure calculates to \$2,306,050 for the 23,365 wage statements at issue, value
9 may be assessed to 20% of the maximum exposure, or \$230,605, due to this claim's reliance
10 on the underlying claims and subject to weaknesses described therein. HH Decl. ¶24.

11 6. Unreimbursed Business Expenses

12 Employees were required to use their personal cell phones for work related
13 communication and Plaintiff contends that employees should have been reimbursed for such
14 use. The potential amounts owed will be a percentage of an employees' cell phone bill for
15 work-related use. *See Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.
16 At an average assumed monthly cell phone bill of \$100 with 20% allocated to work-related
17 use, results in \$20 per month of necessary reimbursement. At an average of 4.345 weeks in
18 one month, the weekly reimbursement rate comes to \$4.60. Applying this rate to the 60,000
19 total workweeks, results in potential exposure of \$276,000. There are potential issues of proof
20 relating to variability of cell phone plans and availability of records such that a 50% discount
21 relating to certification risk and prevailing on the merits of the claim is warranted. As such,
22 the value of the claim calculates to \$138,000. HH Decl. ¶25.

23 7. PAGA Claims

24 The intention of PAGA penalties is not to serve a punitive or compensatory purpose
25 but to sufficiently act as a deterrent to future Labor Code violations. As such, to the extent
26 PAGA penalties are assessed, Plaintiff expects for a court to impose substantial discretionary
reductions and provide for a nominal award as this Defendant is a smaller employer with no
prior involvement in wage and hour litigation. In light of this, and also because of potential

1 defenses to the substantive claims that would bear on PAGA liability, an allocation of \$30,000
2 for settlement of the PAGA claim is extremely reasonable. HH Decl. ¶26.

3 **C. Risks and Uncertainty**

4 Although Plaintiff steadfastly maintains that his claims are meritorious, he
5 acknowledges that his position includes real risks and uncertainty. In deciding whether to
6 approve the settlement, the Court must balance the risk factors against an “understanding of
7 the amount in controversy and the realistic range of outcomes of the litigation.” *Kullar*, 168
8 Cal.App.4th at 130, 133; *Munoz*, 186 Cal.App.4th at 408-09. In this case, the settlement is fair
9 and adequate when compared to the total potential exposure and the risks inherent in
10 Plaintiff’s claims. HH Decl. ¶27.

11 As courts have observed, “simply because a settlement may amount to only a fraction
12 of the potential recovery does not in itself render it unfair or inadequate. Compromise is the
13 very nature of settlement.” *Boyd v. Bechtel Corp.* (C.D. Cal. 1979) 485 F. Supp. 610, 618. In
14 this case, Plaintiff considers the settlement to be significantly more than a “fraction,”
15 particularly considering the various potential complications, dangers and pitfalls that
16 proceeding would entail. HH Decl. ¶27.

17 In addition to considering the value of immediate payment for Settlement Class
18 Members, Plaintiff’s counsel discounted the value of the class claims based on a variety of
19 factors, including the California Supreme Court’s decision in *Brinker Restaurant Corp. v.*
20 *Superior Court* (2012) 53 Cal.4th 1004. Defendant argued that it sufficiently provided breaks
21 without “policing” them. Moreover, Plaintiff’s theory of liability for rest break violations was
22 weaker since employers have no obligation to record rest breaks (as rest breaks are paid
23 breaks). The relative lack of written proof, except for potential testimony from Settlement
24 Class Members, diminished the prospect of certifying the claim. Thus, a significant discount
25 on those claims was warranted. HH Decl. ¶¶19-22.

26 The potential penalties were deemed to be substantial claims. In response, Defendant
raised the good-faith dispute defense to the waiting time penalty claims, thereby precluding

1 their imposition¹. Success on the penalty claims would require proving that the Defendant's
2 conduct was "willful." As to PAGA claims, there existed a high likelihood of a nominal award.
3 HH Decl. ¶¶23, 24, and 26.

4 In short, Plaintiff's ability to prevail on certification and merits was far from certain.
5 There is the risk that prolonged litigation would likely have produced a worse result for
6 Settlement Class Members. Thus, this factor supports preliminary approval.

7 **D. Risk, Expense, Complexity, and Duration of Further Litigation**

8 This factor also weighs in favor of settlement approval. The parties had engaged in
9 significant review and assessment of the asserted claims which included expert assistance.
10 Defendant could have moved for summary adjudication on all or some of the claims.
11 Moreover, preparation for class certification and trial remained for the Parties as well as the
12 prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or
13 summary judgment ruling. As a result, the parties would incur considerably more attorneys'
14 fees and costs through trial. This settlement avoids those risks and the accompanying expense.
HH Decl. ¶28. Hence, an additional support for a preliminary approval.

15 **E. Risk of Maintaining Class Action Status**

16 To the extent any claims were certified, Defendant would certainly seek to decertify
17 them. Absent settlement, there was a risk that there would never be a certified class. HH Decl.
18 ¶29. Thus, this factor, too, supports preliminary approval of the settlement.

19 **F. Amount Offered in Settlement Given Realistic Value of Claims**

20 This proposed settlement provides a fair and reasonable monetary recovery for the
21 Class in the face of disputed claims and significant hurdles. HH Decl. ¶27. Courts recognize
22 that the reasonableness of a settlement is not dependent upon it approaching the potential
23 recovery plaintiffs might receive if successful at trial. *See In re Omnivision Tech., Inc.* (N.D.

24
25 ¹ See, e.g., Cal. Code Regs. § 13520 (a good-faith dispute exists to a claim for waiting time penalties "when an
26 employer presents a defense, based in law or fact which, if successful, would preclude any recovery on the part
of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith
dispute did exist.").

1 Cal. Jan. 9, 2008) 2008 WL 123936; *see also Nat'l Rural Telecomm. Coop. v. Directv, Inc.*
2 (C.D. Cal. 2004) 221 F.R.D. 523, 527 (“well settled law that a proposed settlement may be
3 acceptable even though it amounts to only a fraction of the potential recovery”); *Officers for*
4 *Justice v. Civil Serv. Comm* (9th Cir. 1982) 688 F. 2d 615, 628 (it is “the complete package,
5 taken as a whole rather than the individual component parts, that must be examined for overall
6 fairness”). The \$840,000 Settlement Amount captures 59.8% of the \$1,403,569.25 assessed
7 case value on viable class claims, which is extremely favorable given the significant risk
8 factors described above. At a net settlement amount of \$473,000, class members will be
9 recovering 33.7% of the assessed case value, which represents an excellent recovery. HH
Decl. ¶27.

10 **G. Discovery Completed and the Status of Proceedings**

11 The lawsuit involved the production of substantial payroll and timekeeping records. It
12 was only after the completion of this process and expert analysis that the parties participated
13 in mediation and reached the proposed settlement. HH Decl. ¶¶8 & 9. Here is an additional
14 factor germane to the preliminary approval.

15 **H. The Experience and Views of Counsel**

16 "Parties represented by competent counsel are better positioned than courts to produce
17 a settlement that fairly reflects each party's expected outcome in litigation." *In re Pacific*
18 *Enterprises Securities Litigation* (9th Cir. 1995) 47 F.3d 373, 378. Here, Plaintiff is
19 represented by competent and experienced counsel who pressed Plaintiff's claims forward
20 against a reputable defense firm. Class Counsel possesses extensive experience litigating wage
21 and hour class actions from the plaintiff side and has been appointed as class counsel in
22 numerous cases alleging similar claims. HH Decl. ¶¶2-3, Declaration of Zorik Mooradian
23 (hereinafter “ZM Decl.”) ¶¶2-5. Class Counsel conducted review and analysis of Defendant's
24 practices and timekeeping and payroll records and drew on its extensive experience in similar
25 cases to effectively assess the strengths and weaknesses of Plaintiff's claims. The settlement
26 was also reached with the input and assistance of an experienced and respected neutral
mediator. HH Decl. ¶¶8 & 9. This factor strongly supports preliminary approval. *See, Kullar,*

1 *supra*, 168 Cal.App.4th at 130 ("The court undoubtedly should give considerable weight to
2 the competency and integrity of counsel and the involvement of a neutral mediator in assuring
3 itself that a settlement agreement represents an arm's length transaction entered without self-
4 dealing or other potential misconduct.").

5 **V. THE PRELIMINARY APPROVAL STANDARD HAS BEEN MET**

6 The Court should grant preliminary approval of the settlement and direct that notice
7 be given if the proposed settlement when it: (1) falls within the range of possible approval;
8 (2) appears to be the product of serious, informed and non-collusive negotiations; and (3) has
9 no obvious deficiencies. See Manual for Complex Litigation § 30.41 (3rd Ed. 1995); 4
10 Newberg on Class Actions § 11:24-25 (4th Ed. 2013).

11 The proposed settlement reflects a substantial portion of the estimated recovery that
12 the Settlement Class could reasonably expect in light of the potential litigation risks. As well,
13 the proposed settlement is for a sizable sum in light of the strong defenses and provides for
14 significant individual recovery. In accordance, the proposed settlement is within the range of
15 possible approval for communication of a notice in conformity and consideration thereof by
16 the Settlement Class. The Court will have the opportunity to again assess the reasonableness
17 of the settlement after the Class has had the opportunity to opt-out or object. HH Decl. ¶30.

18 **A. The Settlement Resulted From Serious, Informed, and Non-Collusive**
19 **Negotiations**

20 This proposed class-wide settlement is the result of arm's-length negotiations by
21 counsel, punctuated by a full-day mediation session before an experienced mediator and is,
22 therefore, entitled to an initial presumption of fairness. See *Kullar*, 168 Cal.App.4th at 130.
23 Plaintiff reviewed data for the class and conducted analysis of the data and records, with the
24 participation of an expert, to arrive at his estimated damage figures. HH Decl. ¶¶8-9, 16-27.

25 The parties reached an agreement to mediate before Mr. Steve Serratore, a respected
26 neutral mediator and agreed to a settlement. They then finalized the Stipulated Settlement
Agreement. HH Decl. ¶9. Therefore, this factor also supports preliminary approval.

//

1 **B. Provisional Class Certification is Appropriate Here**

2 “Litigation by class action has long been recognized as a superior method of resolving
3 wage and hour claims in California.” *Martinez v. Joe’s Crab Shack Holdings* (2013) 221
4 Cal.App.4th 1148, 1152. Class certification is appropriate when there exists “an ascertainable
5 and sufficiently numerous class, a well-defined community of interest, and substantial benefits
6 from certification that render proceeding as a class superior to alternatives.” *Brinker*, 53
7 Cal.4th 1004 at 1021. As the Supreme Court has noted, “[c]laims alleging a uniform policy
8 consistently applied to a group of employees in violation of the wage and hour laws are of the
9 sort routinely, and properly, found suitable for class treatment.” *Id.* at 1033. This is exactly
10 such a case.

11 **1. The Proposed Class Is Ascertainable and Numerous**

12 A class is "ascertainable" where the members "may be readily identified without
13 unreasonable expense or time by reference to official [or business] records." *See Sevidal v.*
14 *Target Corp.* (2010) 189 Cal.App.4th 905, 919 (alterations in original). Here, the proposed
15 Class is defined by reference to two objective characteristics: (1) individuals who worked as
16 non-exempt employees for Defendant in California, and (2) were employed by Defendant at
17 some time during the putative class period. Therefore, Class Members can be identified from
18 Defendant’s personnel and other employment records. As to numerosity, the Class consists of
19 at least 1,050 individuals, making it highly impracticable to bring all class members before
20 the Court. HH Decl. ¶11.

21 **2. The Community of Interest Requirements for Class Treatment are**
22 **Met**

23 “[T]he community of interest requirement embodies three factors: (1) predominant
24 common questions of law or fact; (2) class representatives with claims or defenses typical of
25 the class; and (3) class representatives who can adequately represent the class.” *Brinker*, 53
26 Cal.4th at 1021.

a. Common Issues of Law and Fact Predominate

 The focus in a certification dispute is not on the merits of the case, but rather on what

1 types of questions, "common or individual," are likely to arise in the action. *See Sav-On Drug*
2 *Store, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 327. "Common questions of law and fact
3 are required in order to assure the interests of the litigants and the Court are furthered by
4 permitting the suit to proceed as a class action rather than in a multiplicity of separate suits."
5 *Cohen v. DIRECTV, Inc.* (2009) 178 Cal.App.4th 966, 975. Where the defendant
6 systematically engages in policies and practices that allegedly violate the Labor Code and
7 subject all of its employees to the same unlawful conduct, common questions of law and fact
8 will predominate over individualized issues. *See, e.g., Ghazaryan v. Diva Limousine, Ltd.*
9 (2008) 169 Cal.App.4th 1524, 1538 (holding that a class of limousine drivers challenging their
10 compensation plan was proper for class treatment). Here, the predominance factor is met
11 because each claim challenges an alleged common policy or practice that Plaintiff contends is
12 illegal. Plaintiff's claims under the Labor Code are predicated on: a failure to pay for all hours
13 worked; meal, rest period policies and practices. These sorts of claims are commonly held to
14 be proper for class certification. *See, e.g., Williams v. Superior Court* (2013) 221 Cal.App.4th
15 1353, 1371 (certifying class based on uncompensated work time).

16 **b. The Claims of Named Plaintiff Are Typical**

17 The typicality requirement is satisfied where class representatives have claims that are
18 typical of those of the rest of the class. *B.WI. Custom Kitchen v. Owens-Illinois, Inc.* (1987)
19 191 Cal.App.3d 1341, 1347 (finding typicality satisfied where named Plaintiff purchased the
20 same goods as the putative class in a consumer class action). Here, the claims of Plaintiff are
21 typical of those held by the members of the proposed Class. First, Plaintiff was employed by
22 Defendant during the proposed Class Period and was subject to its wage and hour practices.
23 Second, Plaintiff claims he was injured by the same challenged practices he claims injured the
24 Settlement Class as a whole. Therefore, Plaintiff has suffered the same alleged injuries as the
25 other members of the Settlement Class and satisfies the typicality requirement.

26 **c. Plaintiff & Class Counsel Will Fairly & Adequately Represent the Class**

The adequacy of representation requirement examines conflicts of interest between

1 named parties and the class they seek to represent. *See Capital People First v. State Dept. of*
2 *Developmental Services* (2007) 155 Cal.App.4th 676, 697. A party's claim of representative
3 status will only be defeated by a conflict that "goes to the very subject matter of the litigation."
4 *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470. Here, Plaintiff and his counsel
5 will adequately represent the class as there are no conflicts between the named Plaintiff and
6 the Class he seeks to represent, and Plaintiff has claims that are in line with those of the class.
7 Declaration of Antonio Diaz, ¶¶3&4, HH Decl. ¶5, ZM Decl. ¶7. Plaintiff's counsel also has
8 extensive experience in wage and hour class action litigation. HH Decl. ¶¶2-6, ZM Decl. ¶¶2-
9 5. For these reasons, the Court should provisionally certify the proposed Class.

10 **3. Class-Wide Settlement is Superior to Other Available Methods of** 11 **Resolution**

12 Here, the alternative method of resolution would be multiple individual lawsuits,
13 challenging the same alleged wage and hour policies and practices of Defendant, and each
14 seeking a small amount of damages. Such duplicative litigation would be extremely inefficient
15 and costly for the courts and wasteful for judicial forums that would otherwise devote
16 resources to other matters. HH Decl. ¶31. In light of these concerns, a class action is the
17 superior method of resolving these wage and hour claims. *Martinez*, 221 Cal.App.4th at 152
18 ("Litigation by class action has long been recognized as a superior method of resolving wage
19 and hour claims in California.")

20 **VI. THE COURT SHOULD ORDER DISTRIBUTION OF THE PROPOSED** 21 **NOTICE**

22 This Court should order distribution to the Class Members of the proposed Class
23 Notice in both English and Spanish by first-class mail. S.A. ¶¶1.7 & 4.4. This manner of
24 giving notice is the "best notice practicable" under the circumstances because it provides
25 "individual notice to all members who can be identified through reasonable effort." *See Eisen*
26 *v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 173. As a general rule, class notice must strike
a balance between thoroughness and the need to avoid unduly complicating the content of the

1 notice and confusing class members. *Wershba*, 911 Cal.4th at 252. The proposed Notice of
2 Settlement is attached as Exhibit 1 to the Stipulated Settlement Agreement. S.A. ¶1.7, Ex. 1.

3 Here, the Parties propose that the settlement be administered by Phoenix Settlement
4 Administrators (“Phoenix” or “Settlement Administrator”), an experienced class action
5 settlement administrator. S.A. ¶4.2. The Settlement Administrator’s duties are detailed in the
6 Stipulated Settlement Agreement. *Id.* Settlement Class Members’ addresses are ascertainable
7 through Defendant’s personnel and payroll records. To the extent that the addresses of former
8 employees have changed, Phoenix will run all the addresses provided through the United
9 States Postal Service Notice of Change Of Address database (which provides updated
10 addresses for any individual who has moved in the previous four years and has notified the
11 U.S. Postal Service of a forwarding address) and perform skip traces to obtain current address
12 information. S.A. ¶4.4. The Settlement Agreement allocates a maximum of \$13,000 for
13 administration expenses, which is appropriate in light of the number of class members and the
14 size of the settlement and the extent of work to be performed in administering the settlement
15 of the class. S.A. ¶3.7. A copy of the \$13,000 administration quote from Phoenix is included
16 as **Exhibit “C”** to the Declaration of Haik Hacopian. HH Decl., ¶32., Exh. C.

17 The content of the proposed Class Notice satisfies Cal. Rules of Court, rule 3.769(d)
18 because it advises class members of the nature of the claims, basic contentions and denials of
19 the parties and the key terms of the settlement, the deadline to opt-out, or object to the
20 settlement and the procedure by which to do so, explains the recovery formula and expected
21 recovery amount for each class member, and advises them that they will be bound by the terms
22 of the settlement if they do not request exclusion. S.A. ¶1.7, Ex. 1. The proposed Class Notice
23 will also notify Settlement Class Members of the final approval hearing date and provides the
24 contact information for Class Counsel, and advises Settlement Class Members that they may
25 enter an appearance through counsel if they wish to. This manner of giving notice satisfies
26 Cal. Rules of Court, rule 3.769(e) as the most reliable and cost-effective method of reaching
Settlement Class Members.

1 **VII. THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED**

2 The Settlement allocates \$30,000 for resolution of Plaintiff's PAGA claim with
3 \$22,500 (75%) payable to the LWDA and \$7,500 (25%) payable to Aggrieved Employees.
4 S.A. ¶3.9. "Aggrieved Employees" means all non-exempt employees who are or previously
5 were employed by Defendant Paris Valley Vineyard Services Company in California during
6 the PAGA Period ("the period starting September 7, 2021, to January 28, 2024") (or, if any
7 such person is incompetent, deceased, or unavailable due to military service, the person's legal
8 representative or successor in interest evidenced by reasonable verification). S.A. ¶¶1.3 and
9 1.13. To the extent an Aggrieved Employee is also a Settlement Class Member, they will
10 receive their Individual PAGA Settlement Payment (S.A. ¶1.14) even if they submit an
11 exclusion request. S.A. ¶3.9. The sum payable to each Aggrieved Employee shall be allocated
12 based on the proportionate number of weekly pay periods worked by the individual Aggrieved
13 Employee during the PAGA Period relative to the total number of pay periods worked by all
14 Aggrieved Employees. *Id.* As required, this Motion and all supporting papers will be
15 concurrently submitted to the LWDA.

16 **VIII. THE COURT SHOULD SET A FINAL APPROVAL HEARING**

17 The Parties request that this Court set a hearing for final approval of the settlement on
18 a date appropriately scheduled to follow the deadline by which Settlement Class Members
19 must file objections to the settlement or opt-out. *See* Cal. Rule of Court, rule 3.769. The parties
20 propose that the final papers in support of the settlement be filed and served no later than 14
21 days prior to the hearing on final approval, and that the hearing on final approval of the
22 settlement be set 140 days after the date of the preliminary approval hearing, to allow a
23 reasonable period for notice and administration, and an opportunity to object to the settlement,
24 without excessive delay to the Class as to the receipt of their settlement shares.

25 //

26 //

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1 **IX. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests that the Court preliminarily
3 approve the proposed settlement, provisionally certify the Settlement Class, and enter the
4 Proposed Order submitted concurrently herewith.

5 Dated: July 29, 2024

MOORADIAN LAW, APC

6 By: /s/Haik Hacopian

7 Zorik Mooradian, Esq.,

8 Haik Hacopian, Esq.,

9 Attorneys for Plaintiffs Antonio Diaz,
10 individually and on behalf of other persons
11 similarly situated and similarly aggrieved
12 employees
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Declaration of Haik Hacopian

1 **DECLARATION OF HAIK HACOPIAN**

2 I, Haik Hacopian, declare as follows:

3 1. I am an attorney at law duly licensed to practice law in the state of California.
4 I work with Mooradian Law, APC and, along with Zorik Mooradian, am counsel for Plaintiff
5 Antonio Diaz and seek appointment as Class Counsel in the class action lawsuit entitled
6 *Antonio Diaz, individually and on behalf of other persons similarly situated and similarly*
7 *aggrieved employees v. Paris Valley Vineyard Services Company*, and bearing San Luis
8 Obispo County Superior Court Case No. 22CVP-0244. I make this Declaration in support of
9 Plaintiff's Motion for Preliminary Approval of Class Action Settlement based on my own
10 personal knowledge and if called as a witness I could and would competently testify to the
11 following facts stated herein.

12 2. I am a 2010 graduate of St. John's University School of Law. I was admitted
13 to the New York State Bar in February of 2011 and was assigned Registration Number
14 4895728. I was admitted to The State Bar of California on April 25, 2012 and was assigned
15 State Bar Number 282361 and have been active and in good standing since. I have
16 been involved in the litigation of complex cases at all stages throughout my career including
17 wage and hour class actions and representative PAGA actions. I am currently actively
18 involved with numerous class action and PAGA matters in various litigation stages.

19 3. The following is a short title index of wage-and-hour class action cases in
20 which I have represented and/or continue to represent named plaintiff in the capacity of co-
21 counsel: Nuno v. Universal Building Maintenance/BC541570; Perez v. Quest
22 Nutrition/BC630914; Cabrera v. Complete Facilities Maintenance/BC538248; Cardenas v.
23 Iron Mountain/BC620476 (appointed as class counsel); Hernandez v. Johnny
24 Rockets/BC604536; Castro v. Advanced Cosmetic Research/BC634270; Linares v. Personal
25 Touch Cleaning/BC613182; Escalante v. Friendly Hills Country Club/BC640583 (appointed
26 as class counsel); Fuentes v. Kamran Staffing/BC604535 (appointed as class counsel);
27 Martinez v. Pampanga Food Company/BC637207; Perez v. El Pollo Loco/JCCP4957
28 (appointed as class counsel); Rosa v. Intercontinental Hotels/BC566377; Serrano v. Noise

(appointed as class counsel); Contreras v. Golden State Foods/BC708535; Avina v. Marriott Vacations Worldwide/8:18-cv-00685-JVS-JPR (appointed as class counsel); Balaguer v. Eminent, Inc/19STCV16803 (appointed as class counsel); Gonzalez v. FMS Management/30-2019-01065563-CU-OE-CXC (appointed as class counsel); Ramos v. Liberty Container Corp./20STCV06560 (appointed as class counsel); Mendoza v. Savage Services Corporation/18STCV04798 (appointed as class counsel); Moreno v. DCX-Chol Enterprises/19STCV19105; Villacana v. Crothall Laundry Services/19STCV16330.

4. I am familiar with California wage and hour law including the laws governing the alleged violations and the Orders of the Industrial Welfare Commission, and the Private Attorneys General Act.

5. I know of no conflicts as to why I, or Mr. Mooradian, could not serve as Class Counsel in this matter. I also know of no conflicts that would preclude Mr. Diaz from serving as a Class Representative in this matter.

6. As a result of my prior experience, including as class counsel in other wage and hour class actions, I am fully aware of the responsibilities I owe as Class Counsel to the proposed class in this action. Based on my experience as Class Counsel, I believe, in light of the criteria identified in *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801, that the proposed settlement is fair to the class, reasonable and more than adequate in view of (i) the strength of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense, complexity and likely duration of further litigation, (iii) the risk and difficulty of obtaining class certification and maintaining class action status through trial, (iv) the total settlement amount of \$840,000 offered in settlement allowing for significant individual recoveries by employees, (v) the discovery conducted by the Parties in this case, (vi) my experience with similar settlements in wage and hour class actions that have received court approval, and (vii) the fact that the settlement was the result of arms' length negotiations between experienced counsel facilitated by Mr. Steve Serratore, a respected neutral mediator.

7. Defendant PVVSC is vineyard services company. Settlement Class Members were predominantly agricultural employees tending to farms serviced by Defendant in SLO

1 and surrounding counties. Settlement Class Members worked 64,557 workweeks during the
2 Class Period. The average hourly rate of pay is \$16.45. Plaintiff Diaz was employed from July
3 of 2005 until his termination in May of 2020.

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

10 9. On November 29, 2023, Plaintiff and Defendant participated in a full-day
11 mediation before Mr. Steve Serratore. The Parties were able to reach a resolution at the
12 mediation and ultimately entered into their Stipulated Settlement Agreement, a true and
13 correct copy of which is attached hereto as **Exhibit "A"**.

14 10. If the Court approves this settlement, Defendant will pay the gross sum of
15 \$840,000 ("Gross Settlement Amount" or "GSA") which will be used to fund this Settlement
16 and make payments to Class Members, who will be paid on an all-in non-reversionary opt-
17 out basis. The Gross Settlement Amount excludes the employer share of taxes on the wage
18 component of the Settlement which will be separately funded by Defendant.

19 11. The Net Settlement Amount to be distributed to Settlement Class Members
20 calculates to \$473,000 after deductions from the Settlement Amount for: (1) \$294,000 (35%
21 of the Settlement Amount) for attorneys' fees, (2) \$25,000 for litigation costs, (3) \$5,000 for
22 the Service Award to Plaintiff, (4) \$13,000 in settlement administration costs, (5) a \$22,500
23 payment to the LWDA as its 75% share of the \$30,000 allocated to settlement of Plaintiff's
24 PAGA claims, and (6) a \$7,500 distribution to Aggrieved Employees for their 25% share of
25 the PAGA allocation. The approximate estimated simple average class settlement payment,
26 assuming maximum awards and participation by 1,100 individuals, calculates to \$430.00.
27 (\$473,000 ÷ 1,100).

28 12. I am unaware of any other cases or claims that would be impacted by this

1 Settlement. I am unaware of any other pending wage and hour lawsuits against Defendant or
2 lawsuits implicating wage and hour claims of the proposed settlement class here. Defendant
3 has not filed any Notice of Related Cases or informed my office of any overlapping or related
4 lawsuits, pending or otherwise. Attached hereto as **Exhibit “B”** is a true and correct copy of
5 the PAGA Notice communicated on behalf of Plaintiff to Defendant and the LWDA on March
6 4, 2022.

7 13. Plaintiff’s requested incentive payment of \$5,000 is intended to recognize
8 Plaintiff’s contributions on behalf of the Class and is fair in relation to the total settlement, his
9 efforts, and standing alone.

10 14. The Parties have agreed to an attorneys' fees award of \$294,000, which is
11 thirty-five percent (35%) of the Settlement Amount of \$840,000, and payment of documented
12 litigation costs and expenses up to \$25,000. My office will submit detailed support for the
13 request for a fee award along with Plaintiff’s motion for final approval of the settlement. For
14 now, I submit that the requested fee is fair compensation for undertaking a complex, risky,
15 expensive, and potentially time-consuming litigation involving this case on a purely
16 contingent fee basis. Here, my office has incurred substantial attorneys' fees independently
17 conducting pre-filing investigations, analyzing the claims, litigating the case, conducting legal
18 research and analysis, reviewing significant documentary and electronic records produced by
19 Defendant, performing data analysis of employee timekeeping data and payroll records,
20 preparing for and attending a full-day mediation, negotiating the settlement, preparing and
21 amending the long-form Stipulated Settlement Agreement, Class Notice, and preparing this
22 Motion for Preliminary Approval, and otherwise aggressively pursuing the interests of the
23 putative class.

24 15. I submit that the request for attorneys' fees is reasonable when viewed as an
25 overall percentage of the settlement as well as with reference to my office’s loadstar. In light
26 of the risks and significant work undertaken by my office, the results obtained for the class,
27 and the efficiency with which the Parties collaborated to conduct the litigation, the fee and
28 cost request is fair and reasonable.

1 16. Defendant maintained a time tracking system which primarily involved
2 managers logging employee time into electronic tablets. Plaintiff contends that this method
3 was haphazard and did not involve employee input such that it failed to fully capture time
4 worked by employees. Defendant countered that employees worked in groups, started and
5 stopped work together at regular intervals, and that managers were instructed to properly log
6 employee time. Plaintiff's review of the time data also reflected entries at quarter hour
7 intervals, suggesting a rounding practice, but that overtime appears to have been paid in
8 accordance with Wage Order #14 for agricultural employees.

9 17. Any potential claim for unpaid wages will be extremely individualized and
10 difficult to prove. The extent to which an employee worked off the clock and was not
11 compensated will likely depend on a specific shift, position, location, management, and other
12 circumstances that will not translate to certification.

13 18. Generously assuming an average loss of half an hour per workweek, at a
14 regular hourly rate of \$16.21, across 60,000 total workweeks results in \$486,300 in potentially
15 unpaid wages. In light of factual variations making certification highly unlikely, as well as
16 issues of proof bearing on merits, Plaintiff does not value an unpaid wage claim in excess of
17 20% of the assessed exposure, or \$97,260.

18 19. Meal breaks were logged into tablets by managers and Plaintiff contended that
19 such tracking was not contemporaneous and did not accurately record the timing and duration
20 of any meal breaks. Defendant represented that employees had significant leeway on taking
21 meal breaks and took them in groups. In assessing the claim on the available records, there is
22 an extremely high level of compliance with 60,809 of the 63,405 shifts analyzed reflecting
23 meal breaks at proper intervals. Plaintiff contended that such is evidence of manicured meal
24 break entries by managers, who were not necessarily present to log meal breaks.

25 20. A meal period claim will require substantial individual inquiry to be able to
26 determine whether a meal period was accurately logged and for Plaintiff to craft some theory
27 that will lend itself to certification across the multiple job sites, managers, and job
28 circumstances. Plaintiff's analysis of the time data reveals a minimum of 24,600 meal break

violations across 270,600 total shifts, resulting in \$404,670 in premiums owed, with \$77,995.29 in interest owed, or \$482,665.29 in exposure. Plaintiff does not value a meal break claim in excess of 30% of the assessed exposure, or \$144,799.59.

21. Despite the obligation to provide only 10-minute rest breaks and there being no requirement that they be tracked, the time records reflect tracked 15-minute rest breaks. In assessing a rest break claim on the face of the time data, of the 63,103 analyzed shifts reflecting 3.5 or more hours of work, 13,342 reflect non-compliant rest breaks, the vast majority of which had one or more missing rest breaks. Again, as with meal breaks, the broader issue of time record reliability is a concern. Defendant maintained that, as with meal breaks, employees had substantial leeway in taking their breaks and regularly took them together in groups.

22. Extrapolating from the sample, Plaintiff calculates a total of 61,200 rest break violations. This results in \$1,006,740 in premiums owed, plus \$194,037.05 in interest, and a total exposure of \$1,200,777.05. As with the meal break claim, there are factual variations including whether any missed rest break was due to employee choice or employer coercion. Based on the foregoing, Plaintiff does not value a rest break claim in excess of 25% of the assessed exposure, or \$300,194.26 for the class.

23. The claim for waiting time penalties would be derivative of the claims for unpaid wages and meal and rest premiums and the weaknesses described there would directly impact the viability of this claim. *See Naranjo v. Spectrum Sec. Svcs.* (2022) 13 Cal.5th 93. At 624 terminated employees, maximum waiting time penalties calculate to \$2,463,552 (624 employees x 30 days x 8 hours per shift x \$16.45 average hourly rate). But given weaknesses of the underlying claims, Plaintiff does not believe the value of this claim exceeds 20% of the assessed maximum, or \$492,710.40.

24. The regular wage statements issued to employees were facially compliant with the requirements of Labor Code Section 226. As with waiting time penalties, this claim is derivative of unpaid wage, meal, and rest break violations. Although maximum exposure calculates to \$2,306,050 for the 23,365 wage statements at issue, value may be assessed to

20% of the maximum exposure, or \$230,605, due to this claim's reliance on the underlying claims and subject to weaknesses described therein.

25. Employees were required to use their personal cell phones for work related communication and Plaintiff contends that employees should have been reimbursed for such use. The potential amounts owed will be a percentage of an employees' cell phone bill for work-related use. At an average assumed monthly cell phone bill of \$100 with 20% allocated to work-related use, results in \$20 per month of necessary reimbursement. At an average of 4.345 weeks in one month, the weekly reimbursement rate comes to \$4.60. Applying this rate to the 60,000 total workweeks, results in potential exposure of \$276,000. There are potential issues of proof relating to variability of cell phone plans and availability of records such that a 50% discount relating to certification risk and prevailing on the merits of the claim is warranted. As such, the value of the claim calculates to \$138,000.

26. The intention of PAGA penalties is not to serve a punitive or compensatory purpose but to sufficiently act as a deterrent to future Labor Code violations. As such, to the extent PAGA penalties are assessed, Plaintiff expects for a court to impose substantial discretionary reductions and provide for a nominal award as this Defendant is a smaller employer with no prior involvement in wage and hour litigation. In light of this, and also because of potential defenses to the substantive claims that would bear on PAGA liability, an allocation of \$30,000 for settlement of the PAGA claim is extremely reasonable.

27. The settlement is fair and adequate when compared to the total potential exposure and the risks inherent in Plaintiff's claims. I consider the settlement to be significantly more than a "fraction" of potential recovery, particularly considering the various potential complications, dangers and pitfalls that proceeding would entail. This proposed settlement provides a fair and reasonable monetary recovery for the Settlement Class in the face of disputed claims and significant hurdles. The \$840,000 Settlement Amount captures 59.8% of the \$1,403,569.25 assessed case value on viable class claims, which is extremely favorable given the significant risk factors described above. At a net settlement amount of \$473,000, class members will be recovering 33.7% of the assessed case value, which

represents an excellent recovery.

Claim	Exposure	Discount Applied	Value
Unpaid Wages	\$486,300	80%	\$97,260
Meal Period	\$482,665.29	70%	\$144,799.59
Rest Period	\$1,200,777.05	75%	\$300,194.26
Unreimbursed Business Expenses	\$276,000	50%	\$138,000
Waiting Time	\$2,463,552	80%	\$492,710.40
Wage Statement	\$2,306,050	80%	\$230,605
	\$7,215,344.34		\$1,403,569.25

28. The parties had engaged in significant review and assessment of the asserted claims. Defendant could have moved for summary adjudication on all or some of the claims. Moreover, preparation for class certification and trial remained for the Parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or summary judgment ruling. As a result, the parties would incur considerably more attorneys' fees and costs through trial. This settlement avoids those risks and the accompanying expense.

29. To the extent any claims were certified, Defendant would certainly seek to decertify them. Absent settlement, there was a risk that there would never be a certified class.

30. I submit that the proposed settlement is within the range of possible approval for communication of a notice in conformity and consideration thereof by the Settlement Class. The Court will have the opportunity to again assess the reasonableness of the settlement at the final approval hearing after the Class has had the opportunity to opt-out or object.

31. The alternative method of resolution of the claims asserted here would be multiple individual lawsuits, challenging the same alleged wage and hour policies and practices of Defendant, and each seeking a small amount of damages. Such duplicative litigation would be extremely inefficient and costly for the courts and wasteful for judicial forums that would otherwise devote resources to other matters.

32. Attached hereto as **Exhibit “C”** is a true and correct copy of the administration quote for \$13,000 provided by the proposed settlement administrator, Phoenix Settlement Administrators.

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

Executed this 30th day of July 2024, in Calabasas, California.

/s/Haik Hacobian
Haik Hacobian, Declarant

EXHIBIT “A” – Stipulated Settlement Agreement

ZORIK MOORADIAN, Bar No. 136636
HAIK HACOPIAN, Bar No. 282361
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
Telephone: (818) 487-1998
Facsimile: (888) 783-1030

Attorneys for Plaintiff Antonio Diaz, individually
and on behalf of others similarly situated and
similarly aggrieved employees

MATTHEW SGNILEK, SBN 235299
ANDREA ROSENKRANZ, SBN 301559
O'HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, CA 92660
Telephone: (949) 942-8500
Facsimile: (949) 942-8510

Attorneys for Defendant
PARIS VALLEY VINEYARD SERVICES
COMPANY

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SAN LUIS OBISPO – PASO ROBLES BRANCH

ANTONIO DIAZ, individually and on
behalf of others similarly situated and
other 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]*

**STIPULATED SETTLEMENT
AGREEMENT**

This Class and Representative Action Settlement Agreement and Release of Claims (the
“Agreement”) is entered into by and between Plaintiff Antonio Diaz, individually and on behalf of all
others similarly situated, and on behalf of the State of California, and Defendant Paris Valley Vineyard
Services Company., and is approved by their respective counsel of record, subject to the terms and

conditions hereof and the Court's approval.

I.

DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

1.1 "Action" means the lawsuit entitled *Antonio Diaz, individually and on behalf of others similarly situated and similarly aggrieved employees v. Paris Valley Vineyard Services Company*, and Does 1 to 10, San Luis Obispo County Superior Court Case No. 22CVP-0244.

1.2 "Agreement" or "Settlement Agreement" or "Settlement" means this Stipulated Settlement Agreement, including any Exhibit(s) attached hereto.

1.3 "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendant Paris Valley Vineyard Services Company in California during the PAGA 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).

1.4 "Class" is defined all current and former non-exempt employees who worked for Defendant in California during the Class Period.

1.5 "Class List and Data Report" means an electronic database containing (i) each Class Member's first and last name, (ii) last known mailing address, (iii) the Class Member's Social Security number or Tax ID, (iv) each Class Member's individual number of Workweeks Worked, (v) each Aggrieved Employee's total number of Pay Periods Worked, if applicable and (vi) employment status of each Settlement Class Member as of January 28, 2024.

1.6 "Class Member(s)" or "Settlement Class Member" refers to individual members of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee) (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).

1.7 “Class Notice” or “Notice of Class Action Settlement” means the notice approved by the Court in the Order of Preliminary Approval in the form substantially similar to Exhibit 1, attached hereto. The Class Notice attached as Exhibit 1 shall be provided to Settlement Class Members. The Class Notice to Settlement Class Members will contain the respective Settlement Class Member’s individual information, including name, address, number of Workweeks Worked during the Class Period, number of Pay Periods Worked during the PAGA Period (as appropriate), estimated Individual Settlement Payment, and estimated Individual PAGA Settlement Payment (as appropriate). The Class Notice to be sent to Settlement Class Members will include a Spanish translation; provided, however, that in case of any disagreement or question regarding the translation, the English language version of the Class Notice shall control.

1.8 “Class Period” means the period starting September 7, 2018, to January 28, 2024.

1.9 “Complaint” or “Complaints” mean each and every Complaint filed at any time in the Action including the operative Complaint.

1.10 “Court” means the Superior Court for the County of San Luis Obispo.

1.11 “Defendant” or “PVVSC” means Defendant Paris Valley Vineyard Services Company.

1.12 “Defense Counsel” means Matthew Sgnilek and Andrea Rosenkranz of O’Hagan Meyer.

1.13 “Effective Date” means the latest of the following dates: (i) if no Class Member timely and properly objects intervenes, or files a motion to vacate the judgment approving the Settlement Agreement under Code of Civil Procedure § 663, then 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; (ii) if a Class Member intervenes, or files a motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a timely appeal is filed, then the date of final

1 resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions
2 for *certiorari*), resulting in final judicial approval of the Settlement.

3 1.14 “Individual PAGA Settlement Payment” means the proportional share of the
4 25% portion of the PAGA Payment (as defined in Paragraph 3.9) allocated and paid to the Aggrieved
5 Employees, as calculated by the Settlement Administrator according to the terms of this Agreement.

6 “Individual Settlement Payment” means the proportional share of the Net Settlement
7 Amount to be paid to Participating Class Members, as calculated by the Settlement Administrator
8 according to the terms of this Agreement.

9 1.15 “LWDA Exhaustion Letter” means the written notice Settlement Class Counsel,
10 on behalf of Plaintiff and the Aggrieved Employees, gave to the Labor Workforce and Development
11 Agency (“LWDA”) of the Labor Code violations Defendant is alleged to have violated.

12 1.16 “Net Settlement Amount” means the portion of the Settlement Amount
13 available for distribution to Participating Settlement Class Members under this Agreement after
14 payment of (1) the attorneys’ fees and costs award to be paid to Settlement Class Counsel; (2) the
15 service payment to Plaintiff; (3) all payments to the Aggrieved Employees and the California Labor
16 Workforce Development Agency (“LWDA”) for PAGA penalties; and (4) all costs and fees incurred
17 by and awarded to the Settlement Administrator. One hundred percent (100%) of the Net Settlement
18 Amount, less tax withholdings on the portion characterized as wages, shall be distributed to
19 Participating Settlement Class Members with no reversion to Defendant.

20 1.13. “PAGA Period” means the period starting September 7, 2021, to January 28,
21 2024.

22 1.14 “Participating Settlement Class Member” means a Settlement Class Member
23 who has not timely opted-out of the Settlement.

24 1.15 “Parties” means Defendant and Plaintiff.

25 1.16 “Pay Period(s) Worked” means any pay period during the applicable PAGA
26 Period in which an Aggrieved Employee performed any work, as reflected in Defendant’s time and
27 payroll records.

1.17 “Plaintiff” means named Plaintiff Antonio Diaz.

1.18 “Released Class Claims” 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 Class Members who cash their Settlement Checks further acknowledge they are releasing any claims they have against Defendant 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.

1.19 “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

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

11 1.20 "Released Parties" means Defendant and its past, present and/or future, direct
12 and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
13 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
14 divisions, predecessors, successors, assigns, and joint venturers.

15 1.21 "Settlement Administrator" means Phoenix Settlement Administrators.

16 1.22 "Settlement Amount" means and refers to the maximum amount of money
17 Defendant will be required to pay pursuant to this Agreement. The Settlement Amount is Eight
18 Hundred and Forty Thousand Dollars and No Cents (\$840,000.00). The Settlement Amount shall be
19 inclusive of: (1) all payments to Participating Settlement Class Members; (2) the attorneys' fees and
20 costs award to be paid to Settlement Class Counsel; (3) the service award to Plaintiff; (4) all payments
21 to or withholdings for governmental authorities for the employee portion of any payroll taxes or other
22 required taxes or withholdings; (5) all payments to the LWDA for PAGA penalties; (6) all penalty
23 payments to the Aggrieved Employees; and (7) all costs incurred by and awarded to the Settlement
24 Administrator. In addition to the Settlement Amount, Defendant shall also be responsible for employer
25 taxes, including the employer FICA, FUTA and SDI contribution, on the wage portion of the
26 Settlement paid to Participating Settlement Class Members. The Settlement Amount is premised on
27 Defendant's representation that as of November 27, 2023, the number of Workweeks Worked by Class
28

Members during the Class Period is approximately 64,557. If it is determined that the Workweeks Worked through January 28, 2024, exceeds 71,013 (64,557 plus 10% of 64,557), then Defendant shall have the option of either (i) increasing the Net Settlement Amount by an amount determined by the following formula: $([\text{Actual Number of Workweeks Worked} - 71,013] \div 71,013) \times \text{Net Settlement Amount}$; or (ii) changing the end date of the Class Period to a date for which there are no more than 71,013 workweeks. Except as so provided, the Parties agree, covenant and represent that Defendant shall be required to pay no more than the Settlement Amount of Eight Hundred and Forty Thousand Dollars and No Cents (\$840,000.00) and the employer-side payroll taxes, as described above.

1.23 “Settlement Class Counsel” means:

Zorik Mooradian
Haik Hacopian
Mooradian Law, APC
24007 Ventura Blvd., Suite 210
Calabasas, California 91302
Telephone: (818) 487-1998
Facsimile: (888) 783-1030

1.24 “Workweek(s) Worked” means any calendar week during the applicable Class Period in which a Settlement Class Member performed any work, as reflected in Defendant’s time and payroll records.

II.

RECITALS

2.1 On September 7, 2022, Plaintiff Antonio Diaz filed a class action complaint against Defendant PTVSC, individually and on behalf of other persons similarly situated. That lawsuit is *Antonio Diaz v. PTVSC*, Superior Court of the State of California in and for the County of San Luis Obispo, Case No. 22CVP-0244.

2.2 On January 16, 2024, Plaintiff Diaz sent the LWDA Exhaustion Letter, pursuant to the Private Attorneys General Act (“PAGA”), to Defendant PTVSC and to the Labor and Workforce Development Agency (“LWDA”). Plaintiff Diaz’s PAGA claim was assigned Case No. LWDA-CM-

1 1005219-24 upon electronic submission to the LWDA.

2 2.3 On November 29, 2023, Plaintiff Antonio Diaz and Defendant participated in a
3 full-day mediation before Steve Serratore and were able to reach a settlement on that date and executed
4 a Memorandum of Understanding (“MOU”). Thereafter, the Parties agreed to this Settlement, fully
5 incorporating the terms of their MOU.

6 2.4 On April 19, 2024, pursuant to leave granted by the Court, the operative First
7 Amended Complaint was filed in the Action. The First Amended Complaint asserts the following
8 causes of action: (1) Failure to Provide Meal Periods; (2) Failure to Provide Paid Rest Periods; (3)
9 Failure to Pay Wages; (4) Failure to Timely Pay Wages at Termination/Separation; (5) Failure to
10 Provide Accurate Wage Statements; (6) Failure to Reimburse Business Expenses; (7) Violation of
11 Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, et seq.; and (8) Penalties Pursuant to
12 Private Attorneys General Act (“PAGA”).

13 2.5 Proceedings. This Action has been vigorously litigated between the Parties,
14 including informal discovery and production of documents and electronic records for Plaintiff and the
15 putative class. The Parties specifically and mutually intend to settle the claims for all theories of
16 liability alleged in the foregoing Action with respect to the Settlement Class herein. No class has been
17 certified.

18 2.6 Reasons for Settlement. Plaintiff and Settlement Class Counsel have concluded,
19 after taking into account disputed factual and legal issues involved in the Action, the risks attending
20 further prosecution, and the benefits received and to be received pursuant to the compromise and
21 settlement of the Action, that settlement on the terms hereinafter set forth is in the best interest of
22 Plaintiff and the Settlement Class. Defendant and Defense Counsel have concluded, after taking into
23 account the disputed factual and legal issues involved in the Action, the risks attending further defense
24 and litigation, the substantial expense and burden of protracted litigation, and their desire to put the
25 controversy to rest, that settlement on the terms hereinafter set forth is in the best interest of Defendant.

26 2.7 Defendant’s Denial of Wrongdoing. Defendant has denied and continues to
27 deny each of the claims and contentions alleged by Plaintiff in the Action. Defendant has repeatedly
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1 asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any
2 wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action.
3 Specifically, Defendant contends (1) it did not fail to pay the Class the minimum, straight time, and/or
4 overtime wages; (2) it paid the Class for all hours worked; (3) it provided the Class with all meal
5 periods according to law and/or paid meal period premiums; (4) it provided the Class with all rest
6 breaks according to law and/or paid rest break premiums; (5) it did not fail to timely pay the Class
7 wages due and owing during employment and/or upon separation; (6) it provided the Class with
8 accurate itemized wage statements, consistent with Labor Code Section 226; (7) it properly maintained
9 all payroll records; (8) it reimbursed employees for all necessary business expenditures; (9) it did not
10 violate Business & Professions Code Section 17200, *et seq.*; (10) the PAGA Group is not entitled to
11 penalties under PAGA; and (11) Defendant is not liable for damages, including unpaid wages,
12 liquidated damages, statutory penalties, attorneys' fees, or costs of litigation to the Class.

13 2.8 Neither this Agreement, nor any document referred to or contemplated herein,
14 nor any action taken to carry out this Agreement, is, may be construed as, or may be used as an
15 admission, concession, or indication by or against Defendant of any fault, wrongdoing, or liability
16 whatsoever. The Settling Parties understand and agree that this Settlement Agreement is the result of
17 a good faith compromise settlement of disputed claims, and Defendant enters into this agreement
18 solely to resolve disputed matters. No part of this Settlement Agreement or any conduct or written or
19 oral statements made in connection with this Settlement and this Settlement Agreement, whether or
20 not the Settlement is finally approved and/or consummated, may be offered as, or construed to be, an
21 admission or concession of any kind by Defendant or any of the Releasing or Released Parties, or
22 anyone else. In particular, but without limiting the generality of the foregoing, nothing about this
23 Settlement Agreement shall be offered or construed as an admission that Defendant has failed to pay
24 any Class Member in accordance with its obligations set forth in the California Labor Code, or of
25 liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever on the part of
26 Defendant and/or the Released Parties. Similarly, nothing about this Settlement Agreement shall be
27 construed as or deemed to be evidence of, or an admission or concession by Defendant, that the Class
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Representative or any Class Member has suffered any damage. In addition, this Settlement Agreement shall not be offered or be admissible in evidence against Defendant or any Released Party, except in any action or proceeding brought by or against Plaintiff, the Class, Class Members, or Defendant to enforce its terms, or by Defendant in defense of any claims brought by Plaintiff, the Class, Class Members, or any member of the general public, including any and all individuals who opted out of the Class.

2.9 Settlement. This Settlement was agreed to after, and as a result of arms-length negotiations between the Parties facilitated by an experienced and neutral mediator. This Settlement contemplates: (1) the discharge of liability for all claims raised in the Action and for those claims released in this Agreement; and (2) the entry of an Order and Judgment of Final Approval granting monetary relief to Participating Settlement Class Members as set forth in this Agreement.

III.

TERMS OF THE SETTLEMENT

3.1 ***NOW, THEREFORE, IT IS HEREBY STIPULATED,*** by and among Plaintiff, on his own behalf and on behalf of the Settlement Class Members, the Aggrieved Employees and Defendant on the other hand, and subject to the approval of the Superior Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Agreement, subject to the definitions and recitals set forth hereinabove which by this reference become an integral part of this Agreement and subject to the following terms and conditions:

3.2 Full Investigation. Plaintiff Diaz has fully investigated the factual and legal bases for the causes of action asserted in the Action and the claims being released by this Settlement.

3.3 Conditional Certification of the Settlement Class. No class has been certified in the Action. The Parties hereby consent and agree, solely for purposes of the Settlement set forth in this Agreement, to the conditional certification of the Settlement Class, to the conditional appointment of Settlement Class Counsel, and to the conditional approval of the Representative Plaintiff Antonio Diaz.

1 3.4 Contingent Nature of the Settlement. The agreement to conditionally certify the
2 Settlement Class is contingent upon final approval of this Agreement by the Court and is made for
3 settlement purposes only. If the Settlement fails to be approved or otherwise fails to be consummated
4 for any reason whatsoever, including but not limited to the Judgment not becoming final, then the
5 Parties retain all rights previously available to them, and any provisional certification of any class, or
6 the adoption of any procedure herein, shall be undone and the Parties restored to their pre-settlement
7 status as if no settlement had been reached and no decisions were made pursuant to it, except as
8 otherwise expressly provided herein. In that event, no evidence presented or statement made as part
9 of this Settlement, including the Class Notice, shall be admissible in subsequent proceedings to support
10 or oppose class certification by either side.

11 3.5 Settlement Amount. Subject to entry of a Final Approval order by the Court and
12 the additional conditions specified in this Agreement, and in consideration of the mutual covenants
13 and promises set forth herein, Defendant agrees to make payment under this Agreement totaling Eight
14 Hundred and Forty Thousand Dollars and No Cents (\$840,000.00) (the “Settlement Amount”) in full
15 and final settlement of this matter and the Released Claims, as contemplated by the schedule set forth
16 in Paragraph 4.12 below. Defendant shall also pay employer-side payroll taxes on the wage portion of
17 the Individual Settlement Payments made to Participating Class Members. In no event shall Defendant
18 be required to pay any amount above the Settlement Amount and employer-side payroll taxes except
19 as otherwise set forth herein.

20 3.6 Attorneys’ Fees and Cost Award. Defendant agrees not to oppose or impede
21 any application or motion by Settlement Class Counsel for attorneys’ fees not in excess of Two
22 Hundred and Ninety-Four Thousand Dollars and No Cents (\$294,000.00), or thirty-five percent (35%)
23 of the Settlement Amount. Defendant further agrees not to oppose any application or motion by
24 Settlement Class Counsel for the reimbursement of any costs associated with Settlement Class
25 Counsel’s prosecution of this Action not in excess of Twenty-Five Thousand Dollars and No Cents
26 (\$25,000.00). Any amount awarded for costs to Settlement Class Counsel less than Twenty-Five
27 Thousand Dollars and No Cents (\$25,000.00) will result in the non-awarded amount of costs being
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distributed to Participating Settlement Class Members in this matter in an amount proportionate to the amount of their Individual Settlement Payment. Any amount awarded for attorneys' fees to Settlement Class Counsel of less than Two Hundred and Ninety-Four Thousand Dollars and No Cents (\$294,000.00) will result in the non-awarded amounts of attorneys' fees being distributed to Participating Settlement Class Members in this matter in an amount proportionate to the amount of their Individual Settlement Payment unless Settlement Class Counsel appeals the attorneys' fee award. The attorneys' fees can be appealed by Settlement Class Counsel without affecting the remainder of this Agreement. If an appeal on a reduced attorney fee award is taken and is unsuccessful or only partially successful, each Participating Settlement Class member shall be entitled to receive a second distribution of the difference between the amount requested and the amount awarded, which second distribution shall be distributed in an amount proportionate to the amount of each Participating Settlement Class Member's Individual Settlement Payment within thirty (30) days of a final ruling on the appeal. Settlement Class Counsel will be responsible for any second distribution, if necessary. Settlement Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment(s) made pursuant to this Paragraph. Forms 1099 – MISC, Box 14 shall be provided to Settlement Class Counsel for the payments made pursuant to this Paragraph. The Parties agree that a decision by the Court to award Settlement Class Counsel an amount less than the amounts stated above shall not be a basis for Plaintiff Diaz or Settlement Class Counsel to void this Agreement.

3.7 Settlement Administrator. The Settlement Administrator shall be paid for the costs of administration of the settlement from the Settlement Amount. The estimate of such costs of administration is Thirteen Thousand Dollars and No Cents (\$13,000.00), and which is based on an estimated 750 Settlement Class Members. Any amount awarded for costs of administration to the Settlement Administrator less than Thirteen Thousand Dollars and No Cents (\$13,000.00) will result in the non-awarded amount to be awarded to Participating Settlement Class Members in an amount proportional to the amount of their Individual Settlement Payment. This estimate includes the required tax reporting on the settlement amounts, including but not limited to the issuing of W2 and 1099 forms (if any), as well as calculation of employee withholding taxes and the employer payroll taxes for

1 Defendant to be remitted to the tax authorities by the Settlement Administrator. A Form 1099 – MISC,
2 Box 7 shall be issued to the Settlement Administrator. The Parties agree that a decision by the Court
3 to award the Settlement Administrator an amount less than the amount stated above shall not be a basis
4 for Plaintiff Diaz or Settlement Class Counsel to void this Agreement.

5 3.8 Service Award. Subject to Court approval, in exchange for the release of all
6 Released Claims, a General Release of all claims, and for his time and effort in bringing and
7 prosecuting this matter, Plaintiff Diaz shall be paid up to a total of Five Thousand Dollars and No
8 Cents (\$5,000.00), or such lower amount as the Court may order. The Parties agree that a decision by
9 the Court to award Plaintiff Diaz an amount less than the amount stated above shall not be a basis for
10 Plaintiff Diaz or Settlement Class Counsel to void this Agreement. The Settlement Administrator shall
11 issue a Form 1099 – MISC, Box 3 for the service award. Any amount awarded for the service award
12 to Plaintiff Diaz less than \$5,000.00 will result in the non-awarded funds being awarded to
13 Participating Settlement Class Members in this matter in an amount proportionate to the amount of
14 their Individual Settlement Payment. Plaintiff Diaz shall be solely and legally responsible to pay any
15 and all applicable taxes on his service award and shall hold harmless Defendant from any claim or
16 liability for taxes, penalties, or interest arising as a result of the payment. This service award shall be
17 in addition to Plaintiff Diaz's share of the Settlement Amount as a Settlement Class Member.

18 3.9 PAGA Payment. The total amount of the Settlement Amount allocated to
19 PAGA claims being settled by this Agreement shall be Thirty Thousand Dollars and No Cents
20 (\$30,000.00). Of this amount, Twenty-Two Thousand, Five Hundred Dollars and No Cents
21 (\$22,500.00) shall be paid to the LWDA as part of this Settlement. This PAGA Payment is made
22 pursuant to PAGA's penalty provisions. The balance of Seven Thousand, Five Hundred Dollars and
23 No Cents (\$7,500.00) shall be included in the Net Settlement Amount for distribution to Aggrieved
24 Employees who were employed during the PAGA Period. The sum attributable to each Aggrieved
25 Employee shall be allocated based on the proportionate number of Pay Periods Worked by the
26 individual Aggrieved Employee during the PAGA Period relative to the total number of Pay Periods
27 Worked by all Aggrieved Employees during the PAGA Period. Settlement Class Members who are
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entitled to a PAGA share and who exclude themselves from the Settlement will still be paid their PAGA share under this paragraph and will still release the PAGA Released Claims.

(a) Tax Liability. Settlement Class Counsel, Plaintiff, Defense Counsel, and Defendant make no representations as to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or representation by Settlement Class Counsel, Plaintiff, Defense Counsel, and/or Defendant in this regard. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA Payments, described herein. Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein.

IV.

SETTLEMENT PROCEDURES

4.1 Preliminary Settlement Hearing. Plaintiff shall file a motion for preliminary approval of the proposed Settlement and setting a date for a Final Approval Hearing. In conjunction with the hearing on the motion for preliminary approval of the Settlement, Plaintiff will submit this Stipulated Settlement Agreement and the attached Notice, and a preliminary approval order which sets forth the terms of this Settlement Agreement. The Order shall provide for Notice of the Settlement and related matters to be sent to Settlement Class Members as specified herein.

4.2 Settlement Administration/Management. This Settlement shall be managed and administered as follows:

a. Phoenix Settlement Administrators shall be retained to serve as Settlement Administrator. The Parties each represent they do not have any financial interest in the

1 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
2 could create a conflict of interest.

3 b. Defendant will diligently and in good faith compile and provide to the
4 Settlement Administrator the Class List and Data Report within fourteen (14) calendar days of
5 Preliminary Approval of the Settlement. The report shall be provided to the Settlement Administrator
6 in a computer-readable format.

7 c. Within fourteen (14) calendar days of receipt of the Class List and Data
8 Report, the Settlement Administrator shall determine the approximate amount of each Settlement
9 Class Member's Individual Settlement Amount and each Aggrieved Employee's Individual PAGA
10 Settlement Amount and will prepare and mail the appropriate Class Notice to each Settlement Class
11 Member and Aggrieved Employee.

12 d. All Settlement Class Members who do not timely opt-out of the
13 Settlement will receive Individual Settlement Payments as Participating Settlement Class Members
14 without having to submit any claim.

15 e. Ten (10) business days following the expiration of the period to opt-out
16 or submit objections, the Settlement Administrator shall provide Defense Counsel and Settlement
17 Class Counsel a report and declaration indicating: (i) the names and number of Settlement Class
18 Members who have objected to the Settlement and (ii) the names of the Settlement Class Members
19 who have opted out of the Settlement. Ten (10) business days following the expiration of the period
20 to opt-out or submit objections, the Settlement Administrator shall provide Defense Counsel a report
21 and declaration indicating: (i) the names of each Participating Settlement Class Member and the
22 Individual Settlement Amount for each Participating Settlement Class Member; (ii) the names of each
23 Aggrieved Employee and the Individual PAGA Settlement Amount for each Aggrieved Employee;
24 and (iii) the total amount of employer-side payroll taxes on the Wage Component of the Participating
25 Settlement Class Members' Individual Settlement Payments.

26 f. The Parties agree to cooperate in the settlement administration process
27 and to make all reasonable efforts to control and minimize the costs and expenses incurred in
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1 administration of the Settlement.

2 g. The Settlement Administrator shall be responsible for: calculating the
3 approximate amount of the Individual Settlement Amount for each Settlement Class Member;
4 calculating the approximate amount of the Individual PAGA Settlement Amount for each Aggrieved
5 Employee; printing and mailing the Class Notice to Settlement Class Members and Aggrieved
6 Employees; resolving Settlement Class Members' disputes regarding the number of Workweeks
7 Worked by the Settlement Class Member during the applicable Class Period; resolving Aggrieved
8 Employees' disputes regarding the number of Pay Periods Worked by the Aggrieved Employee during
9 the applicable PAGA Period; receiving and reporting the objections and Requests for Exclusion
10 submitted by Settlement Class Members; notifying Defendant of the total amount to be paid to fully
11 fund the Settlement; calculating, preparing and mailing Individual Settlement Payments to
12 Participating Settlement Class Members; calculating, preparing and mailing Individual PAGA
13 Settlement Payments to Aggrieved Employees; distributing the Attorney's Fees and Costs Award,
14 PAGA Payment and service award to Plaintiff Diaz; creating all required tax and reporting forms and
15 remitting appropriate monies to the taxing authorities; and otherwise performing all tasks required to
16 properly administer the Settlement. The Settlement Administrator shall keep Defense Counsel and
17 Settlement Class Counsel timely apprised of the performance of all Settlement Administrator
18 responsibilities.

19 h. The Settlement Administrator, on Defendant's behalf, shall have the
20 authority and obligation to make payments, credits, and disbursements, including payments and credits
21 in the manner set forth herein, to Participating Settlement Class Members and Aggrieved Employees
22 and taxing authorities calculated in accordance with the methodology set out in this Agreement, and
23 any refunds to which Defendant is entitled for the employer-side payroll taxes paid on uncashed
24 checks, and orders of the Court.

25 i. Tax reporting in the form of 1099 and/or W-2 in conjunction with the
26 payments to be made pursuant to this Agreement shall be made by the Settlement Administrator. Any
27 expenses incurred in connection with such filing shall be a cost of administration of the Settlement.

1 Participating Class Members, Plaintiff, and Aggrieved Employees are responsible for their own
2 payment of income taxes and the filing of the requisite returns regarding the same.

3 j. No person shall have any claim against Defendant or Defense Counsel,
4 Plaintiff Diaz, Settlement Class Members, Aggrieved Employees, the Settlement Class, Settlement
5 Class Counsel, and/or the Settlement Administrator based on distributions and payments made in
6 accordance with this Agreement.

7 k. If the number of valid opt-outs exceeds ten percent (10%) of the total of
8 Settlement Class Members, Defendant may, but is not required to, elect to withdraw from the
9 Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have
10 no force or effect whatsoever, and that neither Party will have any further obligation to perform under
11 this Agreement; provided, however, Defendant will remain responsible for paying all Settlement
12 Administrator expenses incurred to that point. Defense Counsel must notify Class Counsel and the
13 Court of Defendant's election to withdraw not later than seven business days after the Administrator
14 sends the final list of opt outs to Defense Counsel. Late opt-outs shall have no effect.

15 4.3 Calculation of Individual Settlement Amounts. To determine the Individual
16 Settlement Amount to be included in the Class Notice sent to Settlement Class Members, the
17 Settlement Administrator will:

18 a. Determine the total number of Workweeks Worked by the Settlement
19 Class during the Class Period as provided in the Class List and Data Report, including the additional
20 Workweeks Worked generated by subsection (c) below.

21 b. Divide the Net Settlement Amount, by the total number of Workweeks
22 Worked by the Settlement Class and the additional Workweeks Worked generated by subsection (c)
23 below to determine the Per Workweek Settlement Amount. The Per Workweek Settlement Amount
24 shall then be multiplied by the number of Workweeks Worked by each Settlement Class Member
25 during the applicable Class Period to determine each Settlement Class Member's Individual
26 Settlement Amount. All Settlement Class Members will be entitled to payment for at least one (1)
27 workweek.

c. Settlement Class Members whose employment ended at any point between September 7, 2019, and January 28, 2024, will be allocated an additional 0.25 Workweeks Worked for each Workweek Worked, up to a maximum of 6 additional Workweeks Worked credit to compensate them for their waiting time claim. These credited Workweeks Worked shall not increase or decrease the determined total number of Workweeks Worked by the Settlement Class.

4.4 Notice to Settlement Class Members. Notice of the Settlement shall be provided to all Settlement Class Members using the following procedures:

a. Notice By First-Class Mail. Within fourteen (14) calendar days after receipt of the Class List and Data Report, the Settlement Administrator shall mail the Class Notice to the Settlement Class Members and Aggrieved Employees via first-class regular U.S. mail. The Class Notice to Settlement Class Members shall substantially be in the form attached hereto as Exhibit 1. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database information to update and correct for any known or identifiable address changes. If a new address is obtained by way of a returned Notice, then the Settlement Administrator shall promptly forward the original Class Notice and to the updated address via first-class regular U.S. mail indicating on the original Class Notice packet the date of such re-mailing.

b. Opt Out/Objection Deadline Date. Settlement Class Members will have Sixty (60) days from the mailing of the Class Notice to submit a Request for Exclusion or object to the Settlement.

c. Disputes Regarding Individual Settlement Amounts and Individual PAGA Settlement Amounts. The Parties agree that if any Class Member disputes the number of Workweeks Worked attributed to him or her during the applicable Class Period and/or if any Aggrieved Employee disputes the number of Pay Periods Worked attributed to him or her during the applicable PAGA Period, absent clear evidence submitted by the Settlement Class Member and/or Aggrieved Employee establishing otherwise, Defendant's records shall presumptively control. The Parties further agree that any dispute shall be resolved by the Settlement Administrator with the assistance of Defense Counsel. Settlement Class Members and Aggrieved Employees shall have Sixty

(60) days from the mailing of the Class Notice to submit their dispute under this paragraph, inclusive of all documentation that they wish to have considered.

d. Procedure for Undeliverable Notices. Any Notice returned to the Settlement Administrator as non-delivered on or before the expiration of the Opt Out and Objections Deadline Date shall be sent to the forwarding address affixed thereto within five (5) business days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer, or other search using the name, address, and/or Social Security number of the individual involved, and shall then perform a single re-mailing within five (5) business days. Those Settlement Class Members that receive a re-mailed Class Notice shall have their deadline for submitting an opt-out, objection, or disputes regarding Workweeks Worked to the Settlement extended by seven (7) calendar days from the post mark date of re-mailing. In the event the procedures in this Paragraph are followed and the intended recipient of a Class Notice still does not receive the Notice, the Settlement Class Member shall be bound by all terms of the Settlement and any final order entered by the Court if the Settlement is approved by the Court.

4.5 Procedure for Requesting Exclusion (“Opt Out”) from the Class Action Settlement. The Class Notice shall inform all Settlement Class Members that they may exclude themselves from the Settlement, but that they may not exclude themselves from the settlement of the PAGA claims.

a. Requesting Exclusion. If a Settlement Class Member elects to exclude herself/himself from the Settlement (“opt out”), the Settlement Class Member must submit a written Request for Exclusion requesting exclusion from the Action on or before the expiration of the Opt Out Period (i.e., 60 days after the date that the Class Notice is mailed, plus any additional time as outlined in Paragraph 4.4(d)). Such Request for Exclusion must contain the name, address, telephone number, the last four digits of the Social Security number of the person requesting exclusion, 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.” The Request for Exclusion must

also be signed by the person requesting exclusion. The Request for Exclusion must be returned to the Settlement Administrator as instructed in the Class Notice and must be postmarked on or before the date specified in the Class Notice. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.

b. No Solicitation of Opt-Outs. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to opt out of the Settlement.

c. Effect of Exclusion. Any Settlement Class Member who requests exclusion from the Settlement by timely submitting a valid Request for Exclusion will not be entitled to an Individual Settlement Payment (but will be entitled to an Individual PAGA Settlement Payment if he or she is an Aggrieved Employee), will no longer be a Settlement Class Member and will not be bound by the Agreement or have any right to object, appeal, or comment thereon, except that he or she will still be bound by the release of the PAGA Released Claims if he or she is an Aggrieved Employee. Settlement Class Members who fail to submit a valid and timely Request for Exclusion on or before the expiration of the Opt Out Period shall be bound by all terms of the Agreement and the Final Approval Order and/or Order and Final Judgment.

4.6 Procedure for Objecting to the Class Action Settlement. Any Settlement Class Member wishing to object to the Settlement must submit an objection to the Settlement using the following procedures:

a. Procedure for Objecting. The Class Notice shall provide that those Settlement Class Members who wish to object to the Settlement may mail a written statement of objection ("Notice of Objection") to the Settlement Administrator no later than the deadline to opt out or object. Settlement Class Members who timely opt out of the Settlement cannot submit an objection to the Settlement. The postmark date of the mailing shall be deemed the exclusive means for determining that a Notice of Objection is timely. Only Settlement Class Members who do not opt out of the Settlement may object to the Settlement. The written objection must include the Settlement Class Member's name, address and phone number, the last four digits of the Social Security number of the person objecting, and the basis for each objection in clear and concise terms. The written

objection shall also state whether the Settlement Class Member intends to appear and object at the Final Approval Hearing. Settlement Class Members who do not opt out of the Settlement and who submit a timely Notice of Objection may, at their option, include with their objection any legal briefs, papers or memoranda the objecting Settlement Class Member wishes to submit to the Court, or file such legal briefs, papers or memoranda directly with the Court no later than fifteen (15) days prior to the Final Approval Hearing. The Settlement Administrator shall send all objections by .pdf to Defense Counsel and Class Counsel, and also include the objections in its declaration which is to be submitted to the Court in support of final approval of the Settlement. Settlement Class Members who fail to submit a timely Notice of Objection to the Settlement Administrator will not be barred from making an appearance at the Final Approval Hearing to orally present their objection for consideration by the Court.

b. Copies of Objections to the Parties. No later than ten (10) business days after the deadline to opt out or object, the Settlement Administrator shall electronically provide to counsel for the Parties complete copies of each Notice of Objection received, including the postmark dates for each Notice, and any legal briefs, papers or memoranda in support of objections received by the Settlement Administrator.

c. No Solicitation of Objections. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or appeal from the final order and/or judgment.

d. Settlement Class Members who object to the Settlement shall be conclusively bound by the Release contained in this Agreement to the extent final approval of this Settlement is granted whereby any objection is overruled or denied.

4.7 Failure to Respond to the Notice. Any Settlement Class Member who does not request to be excluded from the Settlement shall continue to be a Settlement Class Member and be conclusively bound by the Release contained in this Agreement and shall be entitled to his or her Individual Settlement Payment.

1 4.8 Procedure for Payment of Individual Settlement Payments and Individual

2 PAGA Settlement Payments: All Settlement Class Members who do not timely opt out of the
3 Settlement and all Aggrieved Employee will receive an Individual Settlement Payment and Individual
4 PAGA Settlement Payment, respectively, to be distributed through the Settlement Administrator
5 pursuant to Section 4.13 below. Individual Settlement Payments for Participating Settlement Class
6 Members and Individual PAGA Settlement Payments for Aggrieved Employees shall be paid pursuant
7 to the settlement formula set forth herein. Should any question arise regarding the determination of
8 eligibility for, or the amounts of, any Individual Settlement Payment and/or Individual PAGA
9 Settlement Payments under the terms of this Agreement, Settlement Class Counsel and Defense
10 Counsel shall meet and confer, with the assistance of the Settlement Administrator, in an attempt to
11 reach agreement. If they cannot agree, the Court shall make the final determination, and that
12 determination shall be conclusive, final and binding on all Parties, including all Settlement Class
13 Members and Aggrieved Employees.

14 4.9 Calculation of Individual Settlement Payments and Individual PAGA

15 Settlement Payments. The Individual Settlement Payment to each Participating Class Member and
16 Individual PAGA Settlement Payment to each Aggrieved Employee shall be determined by the
17 Settlement Administrator as follows:

18 a. Only Participating Settlement Class Members shall be entitled to
19 payment under the Settlement. Participating Settlement Class Members shall be entitled to the
20 payment of the Individual Settlement Amount calculated as set forth above in Paragraph 4.3. Any
21 portion of the Net Settlement Amount not payable to Settlement Class Members shall be distributed
22 to Participating Settlement Class Members on a basis proportional to the number of Workweeks
23 Worked by each Participating Settlement Class Member, including Workweeks Worked
24 enhancements. The total payout to each Participating Settlement Class Member shall be known as the
25 Individual Settlement Payment.

26 b. Ten Percent (10%) of each Participating Settlement Class Member's
27 Individual Settlement Payment shall be apportioned to wages ("Wage Component"). The Wage
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Component shall be reduced by any required legal deductions for each Participating Settlement Class Member. Standard employee payroll deductions shall be made for state and federal withholding taxes and any other applicable payroll deductions owed by the Participating Settlement Class Members as a result of the Wage Component. The Settlement Administrator will issue a check and W-2 Form to each Participating Settlement Class Member for the Net Wage Component.

c. Ninety Percent (90%) of each Participating Settlement Class Member's Individual Settlement Payment shall be apportioned to interest and penalties. No withholding shall be made on the interest and penalty portion of the Individual Settlement Payment. The Settlement Administrator will issue a second check and IRS Form 1099 for the interest and penalty component paid to each Participating Settlement Class Member.

d. All Aggrieved Employees shall be entitled to a payment of the PAGA Payment, distributed to Aggrieved on a basis proportional to the number of Pay Periods Worked by each Aggrieved Employee. The total payout to each Participating Settlement Class Member shall be known as the Individual Settlement Payment.

e. One Hundred Percent (100%) of each Aggrieved Employee's Individual PAGA Settlement Payment shall be apportioned to penalties with an IRS Form 1099 to be issued accordingly.

f. The Settlement Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes.

g. Defendant will be responsible for paying all employer-side tax liabilities on the Wage Component separate and apart from the Settlement Amount which shall be conclusively determined upon final approval once the final number of Participating Class Members and Individual Settlement Payment Amounts are known.

h. Defendant and Defense Counsel makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Class Representative and Class Members and Aggrieved Employees are not relying on any statement, representation, or calculation by Defendant, Defense Counsel, and/or by the Settlement Administrator in this regard. The Class

Representative and Class Members understand and agree that except for Defendant's payment of the employer's portion of any employment and payroll taxes and contributions, they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

i. Participating Settlement Class Members shall be conclusively bound by the Class Release contained in this Agreement and all Aggrieved Employees will be bound by the PAGA Release contained in this Agreement even if they opted-out of the Class Settlement.

4.10 Nullification of Settlement Agreement. In the event: (i) the Court does not enter the Preliminary Approval Order specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein, which becomes final as a result of the occurrence of the Effective Date; (iv) the Settlement or Final Judgment is reversed on appeal; (v) the Effective Date does not occur; or (vi) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning, and the stipulations and recitals contained herein shall be of no force or effect, and shall not be treated as an admission by either Party or their Counsel. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant.

4.11 Final Approval Hearing and Entry of Final Judgment. At least thirty (30) business days after expiration of the Opt-Out/Objection Period, the Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for (i) the Settlement Class Counsel's request for attorney's fees and costs award, (ii) any service award for Plaintiff Diaz, and (iii) settlement administration costs. In advance of said hearing, Settlement Class Counsel shall timely file and serve their motion seeking final approval of the Settlement, an award of attorneys' fees and costs consistent with the terms of this Agreement, and service award for

1 Plaintiff Diaz. Upon final approval of the Settlement by the Court the Parties shall present a final
2 judgment to the Court for its approval. After entry of the final judgment, the Court shall have
3 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the
4 terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Final Judgment
5 matters as may be appropriate under court rules or as set forth in this Agreement.

6 4.12 Creation of the Qualified Settlement Fund and Administration of the
7 Settlement. Defendant shall deliver the Settlement Amount to the Settlement Administrator who shall
8 deposit said funds into a Qualified Settlement Fund created by the Settlement Administrator pursuant
9 to Internal Revenue Code Section 1.468B-1 (“QSF”). Within thirty (30) days after the Effective Date,
10 Defendant shall deliver the Settlement Amount and the corresponding share of employer taxes to the
11 Settlement Administrator. All payments that Defendant is required to make pursuant to the Settlement
12 Agreement shall be made from this Fund. To the extent Defendant fails to deliver payments by the
13 deadlines contemplated herein, Defendant will be notified that it is in default of its funding obligation
14 and will have seventy-two (72) hours to cure the default. To the extent the default is not cured within
15 this timeframe, interest shall begin to accrue on the balance at the legal rate of interest until funding is
16 completed. Plaintiff may seek entry of judgment through a noticed motion for any balance owed and
17 be entitled to recovery of reasonable fees and costs should any such effort be undertaken. Payments
18 from the Qualified Settlement Fund shall be made for (1) any service award to Plaintiff Diaz, as
19 specified in this Agreement and approved by the Court; (2) the attorneys’ fees and costs award paid to
20 Settlement Class Counsel, as specified in this Agreement and approved by the Court; (3) the
21 Settlement Administration Costs, as specified in this Agreement and approved by the Court; (4) the
22 amount allocated to the LWDA for its portion of the PAGA Payment, as specified in this Agreement
23 and approved by the Court; (5) all payments to Participating Settlement Class Members and Aggrieved
24 Employees; and (6) payment of both the employee and employer portions of tax withholdings on the
25 portions of the Net Settlement Amount characterized as wages.

26 4.13 Distribution by the Settlement Administrator. The Settlement Administrator
27 shall make a distribution from the Qualified Settlement Fund not later than fourteen (14) days after
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1 receiving the Settlement Amount from Defendant. Prior to distribution, the Settlement Administrator
2 will perform a search based on the National Change of Address Database information to update and
3 correct for any known or identifiable address changes. If a new address is obtained by way of a returned
4 distribution payment, then the Settlement Administrator shall promptly forward the distribution
5 payment to the updated address via first-class regular U.S. mail indicating on the original mailing the
6 date of such re-mailing. With the distribution, the Settlement Administrator is to make distribution to
7 the appropriate parties for payments due under this Agreement as follows:

8 a. Settlement Class Counsel's attorneys' fees and costs as awarded by the
9 Court under Paragraph 3.6 herein.

10 b. The service award to Plaintiff Diaz as awarded by the Court under
11 Paragraph 3.8 herein.

12 c. The PAGA payments to the LWDA and Aggrieved Employees as set
13 forth in Paragraph 3.9 herein.

14 d. Payment to the Settlement Administrator for the costs of settlement
15 administration as set forth in Paragraph 3.7 herein and approved by the Court.

16 e. Individual Settlement Payments to Participating Class Members as set
17 forth in Paragraph 4.3 and 4.9 herein.

18 4.14 Undeliverable Individual Settlement Payments. Should any Individual
19 Settlement Payment and/or Individual PAGA Settlement Payment check be returned as undeliverable
20 to the Settlement Administrator, the Settlement Administrator shall use reasonable efforts to identify
21 a correct address for the Participating Class Member and/or Aggrieved Employee, and cause the
22 Individual Settlement Payment and/or Individual PAGA Settlement Payment check to be delivered to
23 the correct address.

24 4.15 Uncashed Individual Settlement Payment and Individual PAGA Settlement
25 Payment Checks. All checks for Individual Settlement Payments and/or Individual PAGA Settlement
26 Payments shall remain valid and negotiable for one hundred and eighty (180) days from the date of
27 their issuance. Funds associated with any checks not cashed during the 180-day period shall be void,
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1 and the Participating Settlement Class Member's release and Aggrieved Employee's release set forth
2 herein shall remain valid. After the 180-day period following distribution, all remaining funds shall
3 be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property
4 Law, California Civil Code § 1500, *et seq.*, for the benefit of those Class Members and/or Aggrieved
5 Employees who did not cash their checks until such time that they claim their property. The Parties
6 agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384,
7 as the entire Net Settlement Amount will be paid out to Class Members, whether or not they all cash
8 their Settlement Checks. Therefore, Defendant will not be required to pay any interest on such
9 amounts.

10 4.16 Certification By Settlement Administrator. Upon completion of administration
11 and upon the distribution set forth in Section 4.15 above, the Settlement Administrator shall provide
12 written certification of such completion, including any administration summary, to the Court and
13 counsel for all Parties.

14 **V.**

15 **RELEASES**

16
17 5.1 Release As To All Participating Class Members. Upon the Effective Date and
18 funding in full of the Settlement Amount by Defendant, all Settlement Class Members who do not
19 timely opt out of the Settlement ("Participating Class Members"), including their heirs, assigns,
20 estates, and representatives, shall be deemed to fully forever, irrevocably, and unconditionally release
21 and discharge the Released Parties from the Released Class Claims. The Settlement Agreement shall
22 be in full settlement, compromise, release, and discharge of the Released Claims and each of them,
23 and the Released Claims by the Class Representative, and the Released Parties shall have no further
24 liability or obligation to any Class Member and/or the Class Representative with respect to the
25 Released Claims and Class Representative's Released Claims, except as expressly provided herein.

26 5.2 Release As To All Aggrieved Employees. Upon the Effective Date and funding
27 in full of the Settlement Amount by Defendant, Plaintiff, Aggrieved Employees, and the State of
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1 California shall be deemed to fully forever, irrevocably and unconditionally release and discharge the
2 Released Parties from the Released PAGA Claims.

3 5.3 Labor Code Sections 206.5 and 2804 Do Not Apply to Releases. The Parties
4 agree that California Labor Code §§ 206.5 and 2804 do not invalidate any provision of this Agreement,
5 because among other things, the claims and Released Claims are disputed and contested, and the
6 Settlement was bargained for at arms' length and approved by the Court.

7 5.4 General Release By Named Plaintiff Only. In addition to the release made by
8 the Participating Class Members as set forth in Paragraphs 5.1 and 1.18 hereof, Plaintiff Diaz, in his
9 individual capacity and with respect to his individual claims only, agrees to release the Released
10 Parties from all claims, demands, rights, liabilities and causes of action of every nature and description
11 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract,
12 or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in
13 connection with any act or omission by or on the part of any of the Released Parties committed or
14 omitted prior to the execution hereof including a waiver of Civil Code §1542.

15 5.5 The General Release includes any unknown claims that Plaintiff Diaz does not
16 know or suspect to exist in his favor at the time of the General Release, which, if known by him, might
17 have affected his settlement with, and release of, the Released Parties or might have affected his
18 decision not to object to this Settlement or the General Release.

19 5.6 The Class Representative hereby fully and finally releases and discharges the
20 Released Parties from any and all of the Released Claims and from any and all claims, charges,
21 complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown,
22 suspected or unsuspected, that the Class Representative had, now has, or may hereafter claim to have
23 against the Released Parties arising out of, or relating in any way to, the Class Representative's hiring
24 by, employment with, separation of employment with the Released Parties ("Class Representative's
25 Released Claims"), arising or accruing from the beginning of time up through the date the Court
26 preliminarily approves this Settlement. The Class Representative's Released Claims include, but are
27 not limited to, claims arising from or dependent on the California Labor Code; the Wage Orders of the
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1 California Industrial Welfare Commission; California Business and Professions Code section 17200
2 *et seq.*; the California Fair Employment and Housing Act, Cal. Gov't Code § 12900 *et seq.*; the
3 California common law of contract and tort; Title VII of the Civil Rights Act of 1964; the Americans
4 with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Employee Retirement Income Security Act of
5 1974, 29 U.S.C. § 1001 *et seq.*; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and the Portal
6 to Portal Act, 29 U.S.C. § 251 *et seq.* This release expressly excludes any Worker's Compensation
7 claims the Class Representative currently may have pending against Defendant.

8 5.7 To affect a full and complete general release as described above, Plaintiff
9 expressly waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of
10 California and does so understanding and acknowledging the significance and consequence of
11 specifically waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full
12 and complete release and discharge of all parties, Plaintiff expressly acknowledges this Settlement
13 Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or
14 suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this
15 Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants
16 Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code § 1542,
17 and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's
18 choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that
19 Plaintiff understands this Settlement Agreement and the § 1542 waiver, and so Plaintiff freely and
20 knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later
21 may discover facts different from or in addition to those Plaintiff now knows or believes to be true
22 regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees
23 that the releases and agreements contained in this Settlement Agreement shall remain effective in all
24 respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly
25 assume any and all risk of any mistake in connection with the true facts involved in the matters,
26 disputes or controversies released or described in this Settlement Agreement or with regard to any
27 facts now unknown to Plaintiff relating thereto.

1 The Class Representative further warrants that he understands that Section 1542 gives him the
2 right not to release existing claims of which he is not now aware, unless he voluntarily chooses to
3 waive this right. Having been so apprised, the Class Representative shall nevertheless voluntarily
4 waive the rights described in Section 1542, which states: "A general release does not extend to claims
5 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of
6 executing the release and that, if known by him or her, would have materially affected his or her
7 settlement with the debtor or released party."

8 5.8 Plaintiff Diaz may hereafter discover facts in addition to or different from those
9 he now knows or believes to be true with respect to the subject matter of the General Release, but he
10 shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever
11 settled and released any and all of the claims released pursuant to the General Release whether known
12 or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore
13 have existed upon any theory of law or equity now existing or coming into existence in the future,
14 including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach
15 of any duty, law or rule, without regard to the subsequent discovery or existence of such different or
16 additional facts.

17 5.9 Release of Claims by Class Counsel. Upon receipt of Class Counsel's Fees and
18 Expenses, as ordered by the Court upon final approval of the Settlement, Class Counsel shall fully and
19 finally release Defendant and the Released Parties from any and all claims for attorneys' fees and
20 expenses arising from the Action and any claims for attorneys' fees and expenses relating to the claims
21 released by the Plaintiff and Plaintiff Class Members under this Settlement, whether known and
22 unknown, whether under federal, state and/or local law, statute, ordinance, regulation, common law,
23 or other source of law. Class Counsel's Released Claims include, but are not limited to, claims for
24 attorneys' fees and expenses arising from or dependent on the California Civil Code, the California
25 Labor Code; the wage orders of the California Industrial Welfare Commission; California Business
26 and Professions Code sections 17200, et seq.; California Labor Code sections 2698, et seq.; the
27 California common law of contract and tort, and the Fair Labor Standards Act.

MISCELLANEOUS

6.1 No Public Comment. All Parties and Class Counsel agree they will not make any public disclosure of the Settlement or the previously-signed Memorandum of Understanding until after this Stipulated Settlement Agreement is filed with the Court. Class Counsel will take all steps necessary to ensure all Parties are aware of, and will encourage them to adhere to, the restriction against any public disclosure of this Stipulated Settlement Agreement until after this Stipulated Settlement Agreement is filed with the Court. Following the filing of this Stipulated Settlement Agreement, all Parties and Class Counsel agree they will not have any communications with the media, other than to direct the media to the public records of the Action on file with the Court. Class Counsel will take all steps necessary to ensure all Parties are aware of, and will adhere to, the restriction against any media comment on this Stipulated Settlement Agreement and its terms.

6.2 No Additional Benefits. All Individual Settlement Payments paid to Participating Settlement Class Members shall be deemed to be paid to such Participating Settlement Class Members solely in the year in which such payments actually are received by Participating Settlement Class Members. It is expressly understood and agreed that the receipt of such payments will not entitle any Participating Settlement Class Member to any additional compensation or benefits under any bonus, contest, or other compensation or benefit plan or agreement currently in place and/or that was in place during the applicable Class Period or thereafter, nor will receipt of such payments entitle any Participating Settlement Class Member to any increased retirement, 401k benefits or matching benefits, deferred compensation benefits, or any other type of benefit. It is the intent of this

1 Settlement that the Individual Settlement Payments provided for in this Agreement are the sole
2 payments to be made by Defendant to the Participating Settlement Class Members, and that the
3 Participating Settlement Class Members are not entitled to any new or additional compensation or
4 benefits as a result of having received the payments, notwithstanding any contrary language or
5 agreement in any benefit or compensation plan document currently in place and/or that was in place
6 during the applicable Class Period or thereafter.

7 6.3 Dispute Resolution. Except as otherwise set forth herein, all disputes
8 concerning the interpretation, calculation or payment of settlement claims, or other disputes regarding
9 compliance with this Agreement shall be resolved as follows:

10 a. If Plaintiff Diaz, or Settlement Class Counsel, on behalf of Plaintiff
11 Diaz, or any Settlement Class Member, or Defendant or Defense Counsel at any time believe that the
12 other Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in
13 writing of the alleged violation.

14 b. Upon receiving notice of the alleged violation or dispute, the responding
15 Party shall have ten (10) business days to correct the alleged violation and/or respond to the initiating
16 Party with the reasons why the party disputes all or part of the allegation.

17 c. If the response does not address the alleged violation to the initiating
18 Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) business days to resolve
19 their differences.

20 d. If the Parties are unable to resolve their differences after twenty (20)
21 business days, either Party may file an appropriate motion for enforcement with the Court. The briefing
22 of such motion should be in letter brief form and shall not exceed five (5) single-spaced pages
23 (excluding exhibits).

24 e. Reasonable attorney's fees and costs for work done in resolving a
25 dispute under this Section may be recovered by any party that prevails under the standards set forth
26 within the meaning of applicable law.

27 6.4 Exhibits and Headings. The terms of this Agreement, including the terms set
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1 forth in the attached Notice, which is incorporated by this reference as though fully set forth herein,
2 shall be the only terms of this Agreement. The descriptive headings of any paragraphs or sections of
3 this Agreement are inserted for convenience of reference only and do not constitute a part of this
4 Agreement.

5 6.5 Interim Stay of Proceedings. The Parties agree to the Court staying and holding
6 all proceedings in the Action, except such proceedings necessary to implement and complete the
7 Settlement, in abeyance pending the Final Settlement Hearing to be conducted by the Court.

8 6.6 Amendment or Modification. This Agreement may be amended or modified
9 only by a written instrument signed by counsel for all Parties or their successors-in-interest and subject
10 to the Court's approval.

11 6.7 Entire Agreement. This Agreement and any attached exhibits constitute the
12 entire agreement among these Parties, and no oral or written representations, warranties or
13 inducements have been made to any Party concerning this Agreement or its exhibits other than the
14 representations, warranties and covenants contained and memorialized in such documents.

15 6.8 Extensions of Time. Without further order of the Court, the Settling Parties
16 hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the
17 Settlement.

18 6.9 Waivers. The waiver by any party of any breach of this Settlement Agreement
19 shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or
20 contemporaneous, of this Settlement Agreement.

21 6.10 Authorization to Enter Into Settlement Agreement. Counsel for all Parties
22 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate
23 this Agreement and to take all appropriate action required or permitted to be taken by such Parties
24 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
25 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
26 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
27 unable to reach agreement on the form or content of any document needed to implement the
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1 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
2 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The
3 person signing this Agreement on behalf of Defendant represents and warrants that he/she is
4 authorized to sign this Agreement on behalf of Defendant.

5 6.11 Binding on Successors and Assigns. This Agreement shall be binding upon, and
6 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

7 6.12 California Law Governs. All terms of this Agreement and the exhibits hereto
8 shall be governed by and interpreted according to the laws of the State of California.

9 6.13 Counterparts. This Agreement may be executed in one or more counterparts. A
10 facsimile or scanned signature shall have the same effect as an original signature and shall not affect
11 the enforceability of this Agreement. All executed counterparts and each of them shall be deemed to
12 be one and the same instrument provided that Counsel for the Parties to this Agreement shall exchange
13 among themselves signed counterparts.

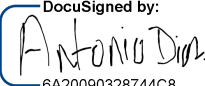
14 6.14 Jurisdiction of the Court. Pursuant to California Rules of Court, rule 3.769(h)
15 and California Code of Civil Procedure Sec. 664.6, the Court shall retain jurisdiction with respect to
16 the interpretation, implementation and enforcement of the terms of this Agreement and all orders and
17 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
18 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement
19 embodied in this Agreement and all orders and judgments entered in connection therewith.

20 6.15 Cooperation and Drafting. Each of the Parties has cooperated in the drafting
21 and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
22 not be construed against any of the Parties.

23 6.16 Invalidity of Any Provision. Before declaring any provision of this Agreement
24 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
25 consistent with applicable precedents so as to define all provisions of this Agreement valid and
26 enforceable.

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PLAINTIFF

DocuSigned by:

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Dated: 6/5/2024

Antonio Diaz

Represented By:

MOORADIAN LAW, APC

By: 

Zorik Mooradian, Haik Hacopian

Dated: 6/6/2024

Attorney for Plaintiff Diaz and the Settlement Class

**DEFENDANT PARIS VALLEY VINEYARD
SERVICES COMPANY**

Dated: _____

By: _____

Its: _____

Represented By:

O'HAGAN MEYER

Dated: _____

By: _____
Matthew Sgnilek, Andrea Rosenkranz

Attorney for Defendant

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PLAINTIFF

Dated: _____ Antonio Diaz

Represented By:
MOORADIAN LAW, APC

By: _____
Zorik Mooradian, Haik Hacopian

Dated: _____
Attorney for Plaintiff Diaz and the Settlement Class

DEFENDANT PARIS VALLEY VINEYARD SERVICES COMPANY

Dated: 6/3/2024 By: _____
DocuSigned by: Matthew Merrill
B8027ED9C34D485...
Its: GM Mesa Vineyard Management

Represented By:
O’HAGAN MEYER

Dated: 6/3/2024 By: _____
DocuSigned by: Andrea Rosenkranz
21ACB819493B482... Z
Matthew Sgni

Attorney for Defendant

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

|||||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

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 [INSERT DATE] 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 [INSERT DATE]. If you opt-out, you will not release any claims against PUVSC 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 [INSERT DATE]. (See Section 14, below).

BASIC INFORMATION

1. Why did I get this Class Notice package?

The records of PUVSC indicate that you were employed by PUVSC 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 **[INSERT DATE]** at **[REDACTED]**. The Court is located at 901 Park Street, San Luis Obispo, 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 PVVSC 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 Eighty-Six Thousand Dollars and Zero Cents (\$486,000.00) (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: <<Workweeks>>

Your Estimated Individual Settlement Payment is: \$<<Est.SettlementAmt>>

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. PVVSC'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 PVVSC 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: <<PayPeriods>>

Your Estimated Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

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. PVVSC'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.

PVVSC 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 **[INSERT DATE]**, 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 PVVSC, 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 PVVSC 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: PVVSC 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 **[INSERT DATE]**. 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 PVVSC, 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 PVVSC, 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). PVVSC 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 **[INSERT DATE]**. 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 [date] at [time]. 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 at [redacted] on [redacted], [2024/2025], at the San Luis Obispo County Superior Court - Paso Robles Division, Dept. P2, Judge Michael C. Kelley presiding, 901 Park Street, San Luis Obispo, 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 [website], 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 [\[website\]](#).

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 www.phoenixclassaction.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.

EXHIBIT “B” – PAGA Notice

MOORADIAN LAW, APC
24007 Ventura Boulevard, Suite 210
Calabasas, California 91302
Mooradianlaw.com
Telephone 1-818-487-1998
Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

JANUARY 16, 2024

VIA USPS CERTIFIED MAIL

Paris Valley Vineyard Services Company
PO Box 789
Templeton, CA 93465
9589 0710 5270 0726 6281 58

Matthew Merrill
Agent for Service of Process for
Paris Valley Vineyard Services Company
175 Cripple Creek Road
Paso Robles, CA 93446
9589 0710 5270 0726 6280 28

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
Paris Valley Vineyard Services Company

To Whom It May Concern:

This office represents Antonio Diaz with respect to Private Attorneys General Act ("PAGA") claims that he intends to pursue against Paris Valley Vineyard Services Company ("PVVSC") based upon its illegal wage and hour practices in the State of California as to its non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

PVVSC is engaged in the business of agricultural and vineyard services. Mr. Diaz worked as a non-exempt hourly employee of PVVSC in San Luis Obispo County. PVVSC employs numerous non-exempt, hourly paid employees such as Mr. Diaz in California. Unfortunately, PVVSC has engaged in the following practices:

Failure to Pay Wages

PVVSC failed to pay employees for all hours worked, including any overtime and double time, primarily due to improper time tracking and work off-the-clock. Additionally, Employees also did not receive net 30-minute meal breaks due to remaining on duty or being interrupted before completing a meal break.

The above practices resulted in the underpayment of wages to employees, including underpayment of overtime and double-time to the extent applicable.

Meal Breaks

PVVSC engages in the practice of not allowing mandated meal breaks and not compensating employees for any missed, late, or short meal breaks. Employees did not receive premium pay for any missed, late, or short meal period. Notably, any meal breaks taken were not at least a net thirty (30) minutes in duration on account of the time tracking process and factors identified above. To the extent any meal breaks were taken, they would not be properly recorded and employees would remain on-duty.

Rest Breaks

PVVSC engages in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Employees did not receive premium pay for these missed rest breaks.

Waiting Time

At the time of an employee's separation (whether it be by termination or resignation) PVVSC has failed to provide the employee with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and double-time wages to the extent applicable.

Noncompliant Wage Statements

PVVSC has adopted a custom and practice of failing to provide compliant wage statements including those which fail to reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums.

Failure to Fully Reimburse Employee Expenses

PVVSC required that employees use their own tools and equipment to carry out their job duties but never provided reimbursement to employees for related expenses.

Failure to Maintain Records

PVVSC further failed to maintain Mr. Diaz's and other employees' payroll records showing the hours worked daily and the wages paid pursuant to Labor Code §1174.

Additional Penalties

Mr. Diaz and all other similarly aggrieved employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which PVVSC has violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: PVVSC violated, and continues to violate, Labor Code Section 201 by failing to pay the employees it has discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: PVVSC violated, and continues to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: PVVSC violated, and continues to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Sections 204 and 210: PVVSC violated, and continues to violate, Labor Code Sections 204 and 210 by failing to pay wages to employees for all hours worked as explained above including failing timely pay regular wages after the close of applicable payroll periods.

Labor Code Section 226: PVVSC violated, and continues to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: PVVSC violated, and continues to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Section 510: PVSVC violated, and continues to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law including failing to calculate overtime and doubletime wages in accordance with employees' regular rate of pay.

Labor Code Section 512: PVSVC violated, and continues to violate, Labor Code Section 512 by not providing employees with legally compliant meal periods.

Labor Code Sections 1174 and 1174.5: PVSVC violated, and continues to violate, Labor Code Section 1174 by failing to maintain employees' payroll records showing the hours worked daily and the wages paid.

Labor Code Section 1194: PVSVC violated, and continues to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Labor Code Sections 1197 and 1197.1: PVSVC violated, and continues to violate, Labor Code Section 1197 by failing to pay employees a wage less than the minimum fixed by an applicable state or local law.

Labor Code Section 2802: PVSVC violated and continues to violate, Labor Code Section 2802 by failing to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we may file an appropriate action, pursuant to Labor Code Section 2698 *et seq.*, or amend to add a PAGA cause of action to the pending class action lawsuit entitled, *Antonio Diaz, individually and on behalf of others similarly situated v. Paris Valley Vineyard Services Company*, San Luis Obispo County Superior Court Case No. 22CVP0244. Mr. Diaz and all other similarly aggrieved employees intend to seek all penalties for the violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC

/s/ Haik Hacopian
HAIK HACOPIAN

9589 0710 5270 0726 6280 28

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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage

\$0.66

Total Postage and Fees
 \$5.01

0712
 12

Postmark
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01/16/2024

Sent To **MATTHEW MERRILL** AGENT FOR SERVICE OF PROCESS FOR
PARIS VALLEY VINEYARD SERVICES CO.
 Street and Apt. No., or PO Box No.
175 CRIPPLE CREEK ROAD
 City, State, ZIP+4®
PASO ROBLES, CA 93446

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0726 6281 58

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Templeton, CA 93465

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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage

\$0.66

Total Postage and Fees
 \$5.01

0712
 12

Postmark
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01/16/2024

Sent To **PARIS VALLEY VINEYARD SERVICES CO.**
 Street and Apt. No., or PO Box No.
P.O. BOX 789
 City, State, ZIP+4®
TEMPLETON, CA 93465

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions



Haik Hacopian <haik.hacopian@gmail.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "haik.hacopian@gmail.com" <haik.hacopian@gmail.com>

Tue, Jan 16, 2024 at 2:04 PM

1/16/2024

LWDA Case No. LWDA-CM-1005219-24
Law Firm : Mooradian Law, APC
Plaintiff Name : Antonio Diaz
Employer: Antonio Diaz
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT “C” – Phoenix Administration Quote



CASE ASSUMPTIONS

Class Members	1,075
Opt Out Rate	1%
Opt Outs Received	11
Total Class Claimants	1,064
Subtotal Admin Only	\$13,000.00

Not-to-Exceed Total \$13,000.00

For 1075 Members

Pricing Good for Scope of Estimate Only

July 30, 2024

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

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Haik Hacopian, Esq.

Firm: Mooradian Law, APC

Contact Number: 818.487.1998 tel

Email: haik.hacopian@gmail.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 1075 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

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	1,075	\$376.25
Notice Packet & Opt-Out Form	\$1.00	1,075	\$1,075.00
Estimated Postage (up to 2 oz.)*	\$0.76	1,075	\$817.00
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$3,768.25

* 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	108	\$107.50
Remail Notice Packets	\$1.00	108	\$107.50
Estimated Postage	\$0.76	108	\$81.70
Programming Undeliverables	\$55.00	3	\$165.00
Total			\$626.70

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	\$107.50
Case Manager	\$85.00	2	\$170.00
Total			\$912.50

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.

Estimate Total: \$13,000.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

Declaration of Zorik Mooradian

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1 538257; Uscanga v. Automotive Creations/BC509401; Gonzales v. Nefab
2 Packing/2;13-cv-04499 JAK-ss; Mendoza v. Accentcare/30-2013-00661891-CU-
3 OE-CXC; Nuno v. Universal Building Maintenance/BC541570; Cabrera v.
4 Complete Facilities Maintenance/BC538248; Valencia v. Rubbercraft/BC
5 535816; Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo
6 Loco/BC624001; Perez v. Quest Nutrition/BC630914; Escalante v. Friendly Hills
7 Country Club/BC640583; Serrano v. Noise Group/30-2017-00949440-CU-OE-
8 CXC; Bitton v. Sterling Jewelry, Inc./CIVDS1612665; Blandin v. Malibu Mgt.
9 Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-
10 OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-
11 2017-00945551; Azepita v. Eden Social Restaurants, Inc./30-2019-01077185;
12 Balaguer v. Eminent, Inc./19STCV16803; Barragan v. Golden Hotels Limited
13 Partnership/30-2018-01007420; Boch v. Merchants Building
14 Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v.
15 Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486;
16 Castro v. Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State
17 Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v.
18 Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958;
19 Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don Chava
20 Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v.
21 UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369;
22 Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-
23 01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v.
24 Township Retail Services/18STCV06709; Hernandez v. Resource Employment
25 Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-
26 00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez v.
27 Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798;
28 Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United
Production Framing/30-2019-01104255; Morales Cano v. Coordinated

1 Staffing/19STCV29817; Moreno v. DCX-CHOL Enterprises/19STCV19105;
2 Moreno v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I,
3 LLC/30-2018-00999474; Nunez v. Wonderland Montessori,
4 LLC/18STCV06042; Enriquez v. The Johnny Rockets Group/19STCV43986;
5 Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v.
6 First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/
7 19STCV11434; Reidy v. City of Inglewood/18STCV09373; Rosales v. DBR
8 Premium/19STCV32726; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v.
9 GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Torres
10 v. Metro Security/19STCV15680; Trujillo v. Securitas Security
11 Services/19STCV01207; Villacana v. Crothall Laundry Services,
12 Inc./19STCV16330; and Villareal v. Golden Touch Cleaning/30-2019-01108777.

13 5. I am familiar with California wage and hour law and the laws governing the
14 alleged violations in this matter, including but not limited to California Labor Code Sections
15 201 – 203, 226, 226.7, 510, 512, 1194, 1194.2, 2698 and 2802, California Business and
16 Profession Codes 17200 *et. seq.*, the Orders of the Industrial Welfare Commission, and the
17 Private Attorneys General Act.

18 6. I seek appointment as class counsel on behalf of the settlement class. I know
19 of no conflicts that would preclude me, or Mr. Hacopian, from serving as Class Counsel in
20 this matter. I also know of no conflicts that would preclude Mr. Diaz from serving as the
21 Class Representative in this matter.

22 7. 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 is fair to the class, reasonable and more than adequate in view of (i) the strength
27 of Plaintiff's claims and Defendant's defenses, (ii) the risk, expense, complexity and likely
28 duration of further litigation, (iii) the risk and difficulty of obtaining class certification and

1 maintaining class action status through trial, (iv) the total settlement amount of \$840,000
2 offered in settlement, (v) the discovery conducted by the Parties in this case, (vi) my
3 experience with similar settlements in wage and hour class actions that have received court
4 approval, and (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 8. I submit that the proposed settlement is within the range of possible approval
7 for communication of a notice in conformity and consideration thereof by the Settlement
8 Class. The Court will have the opportunity to again assess the reasonableness of the
9 settlement after the Class has had the opportunity to opt-out or object.

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 on July 31, 2024, in Calabasas, California.

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14 /s/Zorik Mooradian
15 Zorik Mooradian
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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.

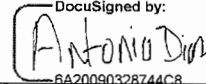
4 7. In total, I estimate that I have spent approximately 15 hours to date participating
5 in this case.

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:

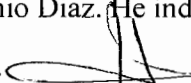

6A20090328744C8

Antonio Diaz

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17 **Translation Authentication**

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
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[PROPOSED] Order

1 ZORIK MOORADIAN, Bar No. 136636

2 zorik@mooradianlaw.com

3 HAIK HACOPIAN, Bar No. 282361

4 haik@mooradianlaw.com

5 **MOORADIAN LAW, APC**

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Telephone: (818) 487-1998

Facsimile: (888) 783-1030

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 GRANTING
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: TBD

Time: TBD

Dept.: P-2

1 On TBD, the Court considered the motion of Plaintiff Antonio Diaz for preliminary
2 approval of the Parties' proposed class action Settlement.

3 The Court having read and considered the papers on the motion submitted by Class
4 Counsel, having heard the presentation of Class Counsel and Defendant's counsel, having
5 reviewed all of the submissions presented with respect to the proposed Settlement, having
6 carefully considered the requirements for class certification, and having preliminarily
7 determined that the Settlement is fair, adequate, and reasonable, it is hereby ORDERED
8 ADJUDGED, and DECREED that:

9 1. Preliminary Approval of the Class Action Settlement is GRANTED pursuant
10 to Cal. Rules of Court, rule 3.769;

11 2. The Settlement, as set forth in the Stipulated Settlement Agreement
12 ("Settlement Agreement"), is in all respects fair, reasonable, adequate, and in the best interests
13 of the Settlement Class, and it is preliminarily approved. Except as expressly set forth herein,
14 the Parties shall effectuate the Settlement Agreement according to its terms. The Settlement
15 Agreement, and every term and provision thereof, shall be deemed incorporated herein as if
16 explicitly set forth and shall have full force of an Order of this Court;

17 3. The Court finds that the notice plan set forth in the Settlement Agreement
18 constitutes the best notice practicable under the circumstances and shall constitute due and
19 sufficient notice to the Settlement Class of the pendency of the Action, the terms of the
20 Settlement Agreement, the Final Approval Hearing, and satisfies the requirements of
21 California law and federal due process law;

22 4. The proposed Settlement Class is provisionally certified under Civ. Code §
23 382, with the Class consisting of:

24 All current and former non-exempt employees who worked for
25 Defendant Paris Valley Vineyard Services Company in California
26 during the period starting September 7, 2018 to January 28, 2024
("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).

5. Plaintiff Antonio Diaz is appointed as the Class Representative;

1 6. Zorik Mooradian and Haik Hacopian of Mooradian Law, APC are appointed
2 as Class Counsel for the class;

3 7. Phoenix Settlement Administrators is appointed as the third-party
4 administrator (“Settlement Administrator”);

5 8. The proposed settlement of Plaintiff’s Private Attorneys General Act (the
6 “PAGA”) claims is preliminarily approved;

7 9. The proposed Class Notice, attached as Exhibit 1 to the Settlement Agreement,
8 is approved and shall be disseminated according to the notice plan described in the Settlement
9 Agreement and substantially in the form submitted;

10 10. In conformity with the Class Notice, Settlement Class Members wishing to be
11 excluded from the Settlement Class must submit a written request for exclusion requesting
12 exclusion from the Settlement on or before the expiration of the opt out period (60 days after
13 the date that the Class Notice is mailed);

14 11. In conformity with the Class Notice, any Settlement Class Member who does
15 not opt out of the Settlement may object to the settlement, either personally or through an
16 attorney, orally at the Final Approval Hearing or by providing written notice that the
17 Settlement Class Member is objecting to the Settlement Administrator, which written notice
18 must be postmarked no later than 60 days after the date that the Class Notice is mailed;

19 12. A Final Approval Hearing will be held on _____,
20 to determine if the proposed settlement should be granted final approval. The Court will hear
21 all evidence and argument necessary to evaluate the Settlement, and will consider Plaintiff’s
22 request for a Class Representative Service Payment, Class Counsel’s request for Attorney’s
23 Fees, Class Counsel’s request for Costs, payment to the LWDA, and payment to the
24 Settlement Administrator. Any Settlement Class Member who complies with the procedures
25 and requirements specified in the Class Notice may appear at the Final Approval Hearing;

26 13. Class Counsel is to file and serve the Motion for Final Approval of Class
Action Settlement and for Awards of Class Representative Service Award, Attorneys’ Fees,
Costs, payment to the LWDA, and payment to the Settlement Administrator, by

1 _____; and

2 14. The Court shall retain jurisdiction necessary to effectuate this Order and
3 consider all further applications out of or in connection with the Settlement.

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Dated: _____

By: _____

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Honorable Michael C. Kelley
Judge of the Superior Court

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On July 31, 2024, I served on the parties of record in this action the foregoing document(s) described as:

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

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

☒ 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