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

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

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

17 Plaintiffs,

18 v.

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

22 Defendants.

Case No.: 22CVP-0244

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to Dept. P2]

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

Distribution Review Hearing Date: Aug. 12, 2025
Distribution Review Hearing Date: 9:00 a.m.

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

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

26 **PLEASE TAKE NOTICE** that, on April 9, 2025, the Court granted Plaintiff's
27 Motion for Final Approval of Class Action Settlement and signed the Order and Judgment
28 Granting Plaintiff's Motion, a true and correct copy of which is appended hereto.

1 A Non-Appeal Review Hearing re Final Distribution was scheduled for August
2 12, 2025 at 9:00 a.m. with a distribution report to be filed by August 6, 2025.

3
4 Dated: April 10, 2025

MOORADIAN LAW, APC

5
6 By: /s/ Haik Hacopian

7 Zorik Mooradian, Esq.,
8 Haik Hacopian, Esq.,
9 Attorneys for Plaintiffs, individually and
on behalf of other persons similarly
situated and other aggrieved employees

3/13/2025 1:35 PM

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ELECTRONICALLY FILED: 04/09/25
San Luis Obispo Superior Court
By: Landrum, Marlys

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN LUIS OBISPO – PASO ROBLES BRANCH

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

Plaintiffs,

v.

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

Defendants.

Case No.: 22CVP-0244

CLASS AND REPRESENTATIVE ACTION

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

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

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

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

[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 16. A Non-Appearance Review Hearing re Final Distribution is scheduled for
6 August 12, 2025 9:00 a.m. P2 and a distribution report is to be filed by August 6, 2025 ;

7 and

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

10 Dated: 4/9/2025

11 By: 
Honorable Michael C. Kelley
12 Judge of the Superior Court
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On April 10, 2025, I served on the parties of record in this action the foregoing document(s) described as:

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

Matthew Sgnilek, Esq.
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Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

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

☒ 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