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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

FIDENCIO MARTINEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

DELICATO VINEYARDS, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-5241

Assigned to the Honorable George J. Abdallah in
Department 10A

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

*[Filed with (1) Plaintiff's Notice of Motion and
Motion to Approve PAGA Settlement, (2) the
Declaration of Kane Moon, (3) the Declaration
of Jodey Lawrence, and (4) [Proposed]
Judgment]*

PAGA APPROVAL HEARING:

Date: May 27, 2025
May 28, 2025
May 29, 2025
May 30, 2025
June 2, 2025

Time: 9:00 a.m.

Dept.: 10A

Action Filed: April 30, 2024

Trial Date: Not Set

[PROPOSED] ORDER

Plaintiff Fidencio Martinez (“Plaintiff”) seeks approval of a PAGA Settlement Agreement (the “PAGA Settlement”) entered into with Defendant Delicato Vineyards, LLC (“Defendant”) (together, the “Parties”) in full resolution of the above-captioned litigation (the “Action”).

The Court having duly considered Plaintiff’s Notice of Motion and Motion to Approve PAGA Settlement (“Motion”), the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order, refers to all defined terms and provisions as set forth in the PAGA Settlement, which is attached as “**Exhibit 1**” to the Declaration of Kane Moon in Support of Plaintiff’s Motion filed herewith.

2. The Court hereby GRANTS the Motion, and the PAGA Settlement is hereby accepted and approved.

3. The Released PAGA Claims shall bind the following individuals (“Aggrieved Employees”): all individuals who are or previously were employed by Defendant in the State of California and classified as non-exempt or hourly-paid employees at any time during the PAGA Period. The “PAGA Period” means the period from April 30, 2023 through the date of the approval of the PAGA Settlement.

4. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement. The California Labor and Workforce Development Agency (the “LWDA”) was provided with notice of the PAGA Settlement via its online submission process, and no objection has been received to the PAGA Settlement from the LWDA.

5. The obligations set forth in the PAGA Settlement are deemed part of this Order, and the Parties and Administrator are ordered to carry out the PAGA Settlement according to its terms and provisions.

1 6. Settled Claims. Upon entry of the Order and Judgment, Plaintiff and all Aggrieved
2 Employees will be forever barred from pursuing against Defendant any and all Settled Claims
3 during the PAGA Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have
4 released any individual wage and hour claims by virtue of the PAGA Settlement (PAGA Settlement,
5 ¶ 19.)

6 a. “Settled Claims” means all claims for PAGA penalties that were alleged, or
7 reasonably could have been alleged, based on the facts stated in the Action, and
8 the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during
9 the PAGA Period, and expressly excluding all other claims, claims for vested
10 benefits, wrongful termination, violation of the Fair Employment and Housing
11 Act, unemployment insurance, disability, social security, workers’
12 compensation, and California class claims, and Plaintiff’s individual claims
13 that are subject to a separate release, and PAGA claims outside of the PAGA
14 Period. (*Id.* at ¶ 8.)

15 7. The PAGA Settlement is not an admission by Defendant, nor is this Order a finding
16 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the PAGA
17 Settlement, nor any document referred to herein, nor any action taken to carry out the PAGA
18 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability
19 whatsoever by or against Defendant.

20 8. Defendant shall pay the LWDA, Aggrieved Employees, PAGA Counsel, and the
21 Administrator pursuant to the terms of the Settlement Agreement:

- 22 a. A payment in the amount of \$244,734.94, which is 75% of the PAGA Penalties
23 Fund of \$326,313.25, payable to the LWDA for civil penalties, pursuant to
24 PAGA;
- 25 b. A payment in the amount of \$81,578.31, which is 25% of the PAGA Penalties
26 Fund of \$326,313.25, payable to the Aggrieved Employees on a pro rata basis for
27 civil penalties, pursuant to PAGA;
- 28

- 1 c. An award of \$178,200.00, payable to PAGA Counsel, for reasonable attorneys’
2 fees, pursuant to PAGA;
3 d. An award of \$26,736.75, payable to PAGA Counsel, for reasonably attorneys’
4 costs, pursuant to PAGA; and
5 e. A payment in the amount of \$8,750.00, payable to the Administrator, for
6 settlement of administration costs.

7 9. The Court approves of the Notice of PAGA Settlement attached to the PAGA
8 Settlement as “**Exhibit A**” to be sent by the Administrator to the Aggrieved Employees along with
9 their respective Individual Settlement Share.

10 10. The Court appoints Moon Law Group, PC as PAGA Counsel.

11 11. The Court appoints Phoenix Class Action Administration Solutions as the
12 Administrator.

13 12. The Parties shall bear their own respective attorneys’ fees and costs, except as
14 otherwise provided for in the PAGA Settlement and approved by the Court. Defendant shall have no
15 further liability for costs, expenses, interests, attorneys’ fees, or for any other charge, expense, or
16 liability relating to the Settled Claims and shall be released from all claims as set forth in the
17 PAGA Settlement and in this Order.

18 13. This Action is dismissed with prejudice.

19 14. Pursuant to California Code of Civil Procedure section 664, this Court shall retain
20 exclusive and continuing equity jurisdiction of this Action over all Parties to interpret, enforce,
21 and effectuate the terms, conditions, intents, and obligations of the PAGA Settlement.

22
23 **IT IS SO ORDERED.**

24
25 DATED:

26 _____
Hon. George J. Abdallah
Judge of the San Joaquin County Superior Court
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