Matthew A. Haulk (SBN 272457)
Email: mhaulk@hhemploymentlaw.com
Jose M. Herrera (SBN 289590)
Email: jherrera@hhemploymentlaw.com
HAULK & HERRERA LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 745-3219
Facsimile: (415) 745-3301

Attorneys for Plaintiff and all others similarly situated
GILDARDO DIAZBARRIGA

FILED
OCT - 7 2026
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SONOMA
BY DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SONOMA

GILDARDO DIAZBARRIGA, an individual, on behalf of himself and all others similarly situated

Plaintiff,

vs.

NOVAVINE, Inc., a California Corporation, and DOES 1 TO 50,

Defendants.

CASE NO.: 24CV01623

[Assigned to Honorable Jane Gaskell
Courtroom 17]

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

[Notice, Memorandum of Points and Authorities, Declarations of Matthew A. Haulk, Jose Herrera, Gildardo Diazbarriga, and Nick Castro; and (Proposed) Final Judgment filed concurrently herewith]

Date: October 7, 2026
Time: 3:00 pm
Courtroom: 17

Complaint Filed: March 6, 2024
Trial Date: None

Plaintiff's Motion for Final Approval of Class Action Settlement (the "Motion"), concerning the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT (the "Agreement"), came on for hearing on October 7, 2026, at 3035 Cleveland Avenue, Suite 200, Santa Rosa, CA 95403, in Department 17 of the above captioned court before the Honorable Jane Gaskell.

In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Agreement), and having considered the declaration of the Class Administrator, Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Agreement and makes the following findings, determinations, and orders:

1. All terms used in this order shall have the same meaning as used and/or defined in the Agreement. A copy of the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT is attached as Exhibit 1 to the Declaration of Matthew Haulk in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as filed in this action on December 30, 2025.

2. The Court granted preliminary approval of the Settlement on April 22, 2026.

3. Plaintiff Gildardo Diazbarriga is appointed the Class Representative.

4. Matthew A. Haulk and Jose M. Herrera of Haulk & Herrera LLP are appointed Class Counsel. The Court finds Class Counsel is adequate, as they are experienced in wage and hour class action litigation and have no conflicts of interest with absent Settlement Class Members, and that they adequately represented the interests of absent class members in the litigation.

5. The following persons are certified as Class Members solely for the purpose of entering a settlement in this matter:

> All persons employed by Defendant as non-exempt employees in the State of California during the Class Period.

6. The Court deems this definition sufficient for the purpose of California Rules of

Court, Rule 3.765(a) for the purpose of effectuating settlement.

7. The Court finds that an ascertainable class of 576 Class Members, of whom 576 are Participating Class Members, exists and a well-defined community of interest exists on the questions of law and fact involved in the context of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and protected the interest of the Class Members.

8. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

9. The Court finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting final approval of the class action settlement the Court has considered the factors identified in *Dunk v. Ford Motor Co.*,48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006). After considering the monetary recovery provided as part of the Settlement in light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured significant relief for Class Members.

10. The Court hereby approves the terms set forth in the Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

11. The court is satisfied that ILYM Group, Inc., the Settlement Administrator, completed the distribution of Class Notice in a manner that comports with California Rules of Court, Rule 3.766. Class Notice informed the prospective Class Members of the Settlement

terms, their right to do nothing and receive their settlement share, their right to submit a request for exclusion, their rights to comment on or object to the Settlement, and their right to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the Settlement. Adequate periods of time to respond and to act were provided by each of these procedures. Zero Class Member(s) filed written objections to the Settlement as part of this notice process; zero Class Member(s) filed a written statement of intention to appear at the Final Approval and Fairness Hearing; and zero Class Member(s) submitted a request for exclusion

12. The terms of the Agreement, including the Gross Settlement Amount of $200,000 and the allocation for determining Individual Class Payments, are fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final approval of the Settlement set forth in the Agreement, subject to this Order.

13. The Court further approves the following distribution from the Gross Settlement Amount, which fall within the ranges stipulated by and through the Agreement:

a. The amount of $9,550 designated for payment to the Settlement Administrator is fair and reasonable. The Court grants final approval of it and orders the Parties to make the payment to the Settlement Administrator in accordance with the Agreement.

b. The amount requested by Plaintiff and Class Counsel for Class Counsel's attorneys' fees, representing thirty-five percent of the Gross Settlement Amount or $70,000 is fair and reasonable in light of the benefit obtained for the Class. Class Counsel's fee request for $70,000 is supported by its lodestar cross-check, and the court finds that Class Counsel's time spent and hourly rates are fair and reasonable. The Court grants final approval of Class Counsel's fee request in the amount of $70,000 and orders payment of this amount to be made in accordance with the Agreement.

c. The Court awards Class Counsel $13,825.53 in litigation costs, which is an amount which the Court finds to be reflective of the actual and reasonable costs incurred. The Court grants Class Counsel's litigation expenses payment and orders payment of this amount to be made in accordance with the Agreement

d. The $7,500 class representative enhancement payment requested by

Plaintiff is fair and reasonable. The Court grants final approval of the payment and orders the payment be made in accordance with the Agreement.

e. The Court approves of the $10,000 allocation assigned for claims under the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (*i.e.*, $7,500) to be paid to the California Labor and Workforce Development Agency in accordance with the terms of the Agreement. The remainder ($2,500) is to be paid to the Aggrieved Employees per the Agreement.

14. The Court orders the Parties to comply with and carry out all terms and provisions of the Agreement, to the extent that the terms thereunder do not contradict with this order, in which case the provisions of this order shall take precedence and supersede the Agreement.

15. All Participating Class Members shall be bound by the Settlement and this Order, including the release of claims as set forth in the Settlement Agreement. Per the Settlement, the release of claims by any participating Class Member will be effective on the date when Defendant Novavine, Inc. ("Defendant") fully fund the entire Gross Settlement Amount. In addition, the State of California and the Aggrieved Employees are bound by the Settlement and release of PAGA claims set forth in this Order.

16. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

17. It shall not be necessary to send notice of entry of this Order or the Judgment to individual Class Members. However, this Order and the Judgment shall be posted on Settlement Administrator's website as indicated in the Class Notice.

18. Plaintiff shall submit to the Labor and Workforce Development Agency, through the Agency's online submission system, a copy of this Judgment and this Order within ten (10) days after their entry.

19. The Court has set a non-appearance case review concerning disposition of the settlement proceeds for 4/29/27 at 3:00pm in Dept. 17 and orders Plaintiff's Counsel to file a

declaration of counsel or the Settlement Administrator no later than 4/16/27 concerning the disposition of proceeds.

IT IS SO ORDERED.

DATED: 10/7/26

By: _____
Hon. Jane Gaskell
Judge of the Superior Court

PROOF OF SERVICE

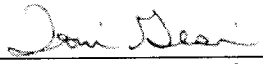
Gildardo Diazbarriga v. Novavine

Sonoma County Superior Court Case No.: 24CV01623

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.		
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111		
3.	I served copies of the following document(s): **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**		
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: **Arif Virji, Esq.** **Samantha Pungprakearti, Esq.** **CARLE, MACKIE, POWER & ROSS LLP** **520 3rd Street, Ste. 500** **Santa Rosa, CA 95401** **Telephone: (707) 526-4200** **Facsimile: (707) 526-4707** **Email: avirji@cmprlaw.com** **samanthap@cmprlaw.com** **mswift@cmprlaw.com** ***Attorney for Defendant Novavine***		
5.	a.	**By Personal Service.** I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.	
	b.	**By United States Mail.** I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):	
		(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
		(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	c.	**By Overnight Delivery.** Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an	

		overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
	d.	**By Messenger Service.** I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
	e.	**By Fax Transmission.** Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
	f. **X**	**By Electronic Transmission.** I caused the documents to be sent from the email address tgesin@hhemploymentlaw.com on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on September 14, 2026	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

September 14, 2026	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)

24CV01623

PROOF OF SERVICE BY MAIL OR ELECTRONIC MAIL

I certify that I am an employee of the Superior Court of California, County of Sonoma, and that my business address is 3055 Cleveland Avenue, Santa Rosa, CA 95403; that I am not a party to this cause; that I am over the age of 18 years; that I am readily familiar with this office's practice for collection and processing of correspondence for mailing with the United States Postal Service; and that on the date shown below I placed a true copy of the following document: ***Order Granting Plaintiffs Motion for Final Approval*** in an envelope, sealed and addressed as shown below, for collection and mailing at Santa Rosa, California, first class, postage fully prepaid, following ordinary business practices or I electronically served by email to the person and electronic service email address listed below.

Date: October 21, 2026

Robert Oliver,
Clerk of the Court

By: Griselda Zavala
Griselda Zavala, Deputy Clerk

ELECTRONIC SERVICE ADDRESSES

JOSE M. HERRERA: jherrera@hhemploymentlaw.com

MATTHEW ANTHONY HAULK: mhaulk@hhemploymentlaw.com