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 - 9 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]~~ FINAL JUDGMENT

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

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

Complaint Filed: March 6, 2024
Trial Date: None

Plaintiff Gildardo Diazbarriga ("Plaintiff") Motion for Final Approval of Class Action and Private Attorneys General Act ("PAGA") Settlement ("Settlement") and for Attorney's Fees and Costs ("Motion for Final Approval") 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. The court granted the Motion and finally approved the Settlement as set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT (see DECLARATION OF MATT A. HAULK IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION and PAGA SETTLEMENT ["Haulk Decl."], filed December 30, 2025, at Exh. 1). The CLASS ACTION and PAGA SETTLEMENT AGREEMENT is referred to herein as the "Settlement" or "Agreement."

NOW, THEREFORE, IT IS ADJUDGED, ORDERED, AND DECREED that:

1. The certification of the Class is confirmed for the purposes of settlement. The Class Period is from March 6, 2020, until May 6, 2025. The Class is defined as follows:

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

2. All persons who meet the foregoing definition are Class Members and Participating Class Members.

3. Effective on the date when Defendant Novavine, Inc. ("Defendant") fully funds the entire Gross Settlement Amount and funds all employer-side payroll tax owed on the wage portions of the Class Payments, each Class Member will be subject to and bound by the releases set forth in the Agreement as against Defendant and Released Parties, as those terms are defined in the Agreement and as set forth below:

> 1.5. "Class" means all persons employed by Defendant as non-exempt employees in the State of California during the Class Period.
>
> 1.11. "Class Period" means the period from March 6, 2020, to May 6, 2025.
>
> 1.21. "Gross Settlement Amount" means $200,000, which is the total amount Novavine agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class

Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.38. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40. "Released Parties" means: Novavine and all of Novavine's past, present and future subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, acquirers, parents, related entities, owners, officers, directors, shareholders, employees, agents, principals, representatives, accountants, auditors, consultants, insurers and reinsurers and assigns.

5.1 Plaintiff's Release. In consideration of Novavine's promises and obligations under this Agreement, Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below ("Plaintiff's Release.") Plaintiff's Release does not extend, to Plaintiff's Other Claims as noted in paragraph 5.4 herein, to any claims or actions to enforce this Agreement, or to any claims for workers' compensation benefits that arose at any time, that may not be released under law, or based on occurrences after the date hereof. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff discovery of them.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or (ii) reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or ascertained in the course of the Action, under any state law, federal law, common law, equity or other theory, including but not limited to claims for: meal period violations, inaccurate itemized wage statements, failure to timely pay wages, and waiting time penalties. This further includes any and all other claims under California common law, the California Labor Code, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives,

agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, and/or ascertained in the course of the Action, under any state law, federal law, common law, equity or other theory, including but not limited to claims for: failure to provide legally-compliant meal breaks and failure to pay premium pay for missed, late, interrupted or short meal breaks; failure to maintain and furnish accurate itemized wage statements and failure to provide timely final pay.

4. This Court hereby grants final approval for and awards the following amounts, all to be paid from the Gross Settlement Amount: (i) $70,000 for the Class Counsel attorney's fee award, and litigation expenses in the amount of $13,825.53; (ii) an enhancement award to Plaintiff of $7,500; and (iii) an Administrator Expense Payment of $9,550 to ILYM Group, Inc.

5. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code section 2699(s)(3).

6. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the Agreement, 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, pursuant to Code of Civil Procedure section 664.6.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: OCT 09 2026

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

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: ***Final Judgment*** 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 19, 2026

Robert Oliver,
Clerk of the Court

By: Griselda Zavala
Griselda Zavala, Deputy Clerk

ELECTRONIC SERVICE ADDRESSES

JOSE M. HERRERA:jherrera@hhemploymentlaw.com