John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
Arman A. Salehi (SBN 351112)
arman.salehi@wilshirelawfirm.com
Trenten N. Bilodeaux (SBN 332692)
trenten.bilodeaux@wilshirelawfirm.com
**WILSHIRE LAW FIRM, PLC**
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN JOAQUIN**

EDWIN ANTONIO Y TOLENTINO, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

WINE & ROSES, LLC, a California limited liability company; DOES 1 through 10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-0005998

*[Assigned for All Purposes to the Honorable Robert T. Waters, Dept. 11B]*

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

Preliminary Approval Hearing:
Date: December 2, 2026
December 3, 2026
December 4, 2026
December 9, 2026
December 10, 2026
Time: 9:00 a.m.
Dept.: 11B

Action Filed: May 20, 2024
FAC filed: November 5, 2024

**[PROPOSED] ORDER**

Having reviewed Plaintiff Edwin Antonio Y Tolentino's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas, Plaintiff's Declaration, and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiff and Defendant Wine & Roses, LLC ("Defendant"), attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of $400,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a $10,000.00 allocation toward civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), 65% of which ($6,500.00) will be paid to California's Labor and Workforce Development Agency and 35% of which ($3,500.00) will be paid to Aggrieved Employees; (c) a Class Representative Service Payment of up to $10,000.00 to Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently estimated to be $133,333.33), and up to $40,000.00 in costs for actual litigation expenses incurred by Plaintiff's Counsel; and (e) Administrator Expenses Payment Costs of up to $9,950.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery,

investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. The Court has reviewed the proposed settlement of the claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA") and preliminarily finds, pursuant to Labor Code section 2699, subdivision (s)(2), that the PAGA settlement, including the $10,000.00 allocation to PAGA penalties (65% of which ($6,500.00) will be paid to the LWDA and 35% of which ($3,500.00) will be distributed to Aggrieved Employees), appears to be fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future violations, and maximize enforcement of state labor laws. The Court notes that Plaintiff has submitted the proposed Settlement Agreement to the LWDA as required by Labor Code section 2699, subdivision (s)(2). (Declaration of John G. Yslas, ¶ 7, Exhibit 3.) The Court therefore grants preliminary approval of the PAGA settlement, subject to final approval at the Final Approval Hearing.

5. A final approval hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, payment to the LWDA and Aggrieved Employees for their share of the settlement of claims for penalties under PAGA, and the Class Representative Service Payment should be finally approved as fair, reasonable and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

6. The Court provisionally certifies for settlement purposes only the following class (the "Class"): "all persons employed by Defendant in California and classified as an hourly-paid non-exempt employee who worked for Defendant during the Class Period."

7. "Class Period" means the period from July 30, 2020, to November 15, 2025.

8. "Aggrieved Employees" means a person employed by Defendant in California and

classified as an hourly-paid non-exempt employee who worked for Defendant during the PAGA Period.

9. "PAGA Period" means the period from June 20, 2023, to November 15, 2025.

10. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

11. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Edwin Antonio Y Tolentino. The Court further preliminarily approves Plaintiff's ability to request a Class Representative Service Award up to $10,000.00.

12. The Court appoints, for settlement purposes only, John G. Yslas, Arrash T. Fattahi, Arman A. Salehi, and Trenten N. Bilodeaux of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one third (1/3) of the Gross Settlement Amount (currently estimated to be $133,333.33), and costs not to exceed $40,000.00.

13. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs not to exceed $9,950.00.

14. The Court approves, as to form and content the Class Notice attached to the Settlement Agreement as **Exhibit A.** The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

15. The Parties and the Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

16. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

17. The Court orders the following Implementation Schedule:

| Event | Timing |
|---|---|
| **Class Data**: Last day for Defendant to provide Class Data to the Administrator | 15 days after the Court grants Preliminary Approval of the Settlement |
| **Class Notice**: Last day for Administrator to mail the Class Notice to Class Members | 14 days after receipt of the Class Data |
| **Response Deadline**: Last day for Class Members to submit Requests for Exclusion, Objections to the Settlement, and challenges to Workweeks and/or Pay Periods | 45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice was remailed) |
| **Filing Deadline**: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payment to Plaintiff | 16 court days before the Final Approval Hearing |
| **Final Approval Hearing** | _____, 2027, at _____ a.m./p.m. in Dept. 11B of the above-referenced Court |

18. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

**IT IS SO ORDERED.**

DATED: _____

_____
HON. ROBERT T. WATERS
JUDGE OF THE SUPERIOR COURT