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6 Attorneys for Plaintiff and all others similarly situated
7 GILDARDO DIAZBARRIGA

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SONOMA**

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

12 Plaintiff,

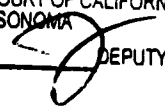
13 vs.
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15 NOVAVINE, Inc., a California Corporation,
and DOES 1 TO 50,

16 Defendants.
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FILED

APR 22 2026

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SONOMA
BY  DEPUTY CLERK

CASE NO.: 24CV01623

[Assigned to Honorable Bradford Demeo
Courtroom 17]

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

*[Notice, Memorandum of Points and
Authorities, and Declarations of Matthew A.
Haulk and Gildardo Diazbarriga filed
concurrently herewith]*

Date:
Time:
Dept.: 17

Complaint Filed: March 6, 2024
Trial: None

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff Gildardo Diazbarriga ("Plaintiff") and Novavine, Inc. (the "Company") Does 1
3 through 50, (collectively "Defendants") have reached terms of settlement for a putative class action
4 ("Settlement").

5 Plaintiff has filed a motion for preliminary approval of a class action settlement of the
6 claims asserted against Defendant in this action, memorialized in the CLASS ACTION AND
7 PAGA SETTLEMENT AGREEMENT (see DECLARATIONS OF MATT A. HAULK IN
8 SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS
9 ACTION SETTLEMENT ["Haulk Decl."], at Exh. 1). The CLASS ACTION AND PAGA
10 SETTLEMENT AGREEMENT is referred to herein as the "Agreement."

11 After reviewing the Agreement, the Notice process, and other related documents, and
12 having heard the argument of Counsel for respective parties **IT IS HEREBY ORDERED AS**
13 **FOLLOWS:**

14 1. The Court finds on a preliminary basis that the Agreement appears to be fair,
15 adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court
16 grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth
17 in the Agreement. The Court has determined only that there is sufficient evidence to suggest that
18 the proposed settlement might be fair, adequate, and reasonable and that a final determination of
19 those issues will be made at the final hearing.

20 2. The Court finds that the Settlement has been reached as a result of intensive, serious
21 and non-collusive arms-length negotiations with the assistance of a neutral private mediator,
22 Michael Leb, Esq. The Court further finds that the parties have conducted thorough investigation
23 and research, and the attorneys for the parties are able to reasonably evaluate their respective
24 positions. The Court also finds that settlement at this time will avoid additional substantial costs,
25 as well as avoid the delay and risks that would be presented by the further prosecution of the action.
26 The Court finds that the risks of further prosecution are substantial.

27 3. The parties' Settlement is granted preliminary approval as it meets the criteria for
28 preliminary settlement approval. The Court finds that it is appropriate to notify the members of the

1 proposed settlement Class of the terms of the proposed settlement.

2 4. The parties' proposed notice plan is constitutionally sound because individual
3 notices will be mailed to all Class Members whose identities are known to the parties, and such
4 notice is the best notice practicable. The parties' proposed Class Notice (DECLARATION
5 OF MATTHEW A. HAULK IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY
6 APPROVAL OF CLASS ACTION SETTLEMENT, Exhibit 2) is sufficient to inform Class
7 Members of the terms of the Settlement, their rights under the Settlement, their rights to object to
8 the Settlement, their right to receive a payment under the Settlement or elect not to participate in
9 the Settlement, and the processes for doing so, and the date and location of the final approval
10 hearing and are therefore approved.

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

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

15 6. Plaintiff is appointed the Class Representative. The Court finds Plaintiff's counsel
16 are adequate, as they are experienced in wage and hour class action litigation and have no conflicts
17 of interest with absent Class Members, and that they adequately represented the interests of absent
18 class members in Litigation. Matthew A. Haulk and Jose M. Herrera of Haulk & Herrera LLP are
19 appointed Class Counsel.

20 7. The Court appoints ILYM Group, Inc. to act as the Administrator, pursuant to the
21 terms set forth in the Agreement, and hereby directs ILYM Group to provide the approved Class
22 Notice to the Class and administer the Settlement in accordance with the procedures described in
23 the Agreement.

24 8. The services that the Settlement Administrator will be required to perform are set
25 forth in the Agreement

26 9. Class Members will be bound by the Agreement unless they submit a timely and
27 valid written request to be excluded from the Settlement within 45 days after mailing of the Class
28 Notice or, and in the case of a re-mailed Notice, forty-five (45) days from the original mailing or

1 fourteen (14) days from the date of re-mailing, whichever is greater, or in accordance with the terms
2 of the Agreement.

3 10. Any Request for Exclusion shall be submitted to the Administrator rather than filed
4 with the Court. Class members are not required to send copies of the Request for Exclusion to
5 counsel. The Administrator shall file a declaration concurrently with the filing of any motion for
6 final approval, authenticating a copy of every Request for Exclusion received by the administrator.

7 11. Prior to the Final Approval Hearing, Plaintiff shall file a timely motion for final
8 approval of the Settlement as provided in the Agreement.

9 12. Defendants are directed to provide the Administrator the Class Data not later than
10 30 days after the Court grants Preliminary Approval of the Settlement.

11 13. The Administrator is directed to mail the approved Class Notice by first-class mail
12 to the Class Members within 14 days after receiving the Class Data.

13 14. A final approval hearing will be held on _____, _____, at 8:30 a.m., or as soon
14 thereafter as the may be heard in Department 17 of the Superior Court of the State of California for
15 the County of Sonoma, located at 3035 Cleveland Avenue, Suite 200, Santa Rosa, CA 95403 to
16 determine whether the settlement should be granted final approval as fair, reasonable, and adequate
17 as to the Participating Class Members. At that time, the Court will hear all evidence and arguments
18 necessary to evaluate the Settlement. Participating Class Members and their counsel may support
19 or oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class
20 Notice and this Order. Non-Participating Class Members shall not have a right to object to the class
21 action components of the Settlement. The case number for this action is 24CV01623.

22 15. As set forth in the Notice, any Participating Class Member may appear at the final
23 approval hearing in person or by his or her own attorney and show cause why the Court should not
24 approve the Settlement, or object to the motion for awards of the Class Representative Service
25 Payment and Attorney's Fees and Costs. For any written comments or objections to be considered
26 at the hearing, the Participating Class Member must submit a written objection within 45 days from
27 the date the Administrator mails the Class Notice (plus an additional 14 days for Class Members
28 whose Class Notice is re-mailed).

1 16. Any written objection shall be submitted to the Administrator rather than filed with
2 the Court. Class Members are not required to send copies of the Objection Form to counsel. The
3 Administrator shall provide a declaration consistent with its obligations in the Agreement.

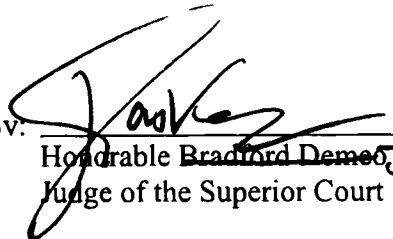
4 17. The Court reserves the right to continue the date of the final approval hearing
5 without further notice to Class Members.

6 18. Class Counsel shall give notice to any objecting party of any continuance of the
7 hearing of the motion for final approval.

8 19. The Court retains jurisdiction to consider all further applications arising out of or in
9 connection with the Settlement.

10 **IT IS SO ORDERED.**

11
12 DATED: APR 22 2026

13 Bv:  Jane Gaskell
14 Honorable Bradford Demco
15 Judge of the Superior Court

PROOF OF SERVICE

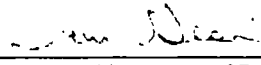
Gildardo Diazbarriga v. Novavine

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 PRELIMINARY 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 <i>Attorney for Defendant Novavine</i>	
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 <u>tgesin@hhemploymentlaw.com</u> 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 December 30, 2025	

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.

December 30, 2025	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)

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 Plaintiff's Motion for Preliminary Approval of Class Action Settlement* 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: May 12, 2026

Robert Oliver,
Clerk of the Court


By: Jennifer Ellis
Jennifer Ellis, Deputy Clerk

ELECTRONIC SERVICE ADDRESSES

JOSE M. HERRERA
HAULK & HERRERA LLP
Via email: mhaulk@hemploymentlaw.com