

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001/Facsimile: (619) 595-3000

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian (SBN 146621)

sahagii@aol.com

18250 Ventura Blvd.

Tarzana, CA 91356

Telephone: (818) 609-0807/Facsimile: (818) 609-0892

Attorneys for Plaintiff Gabriela Chavez, on behalf of herself
and other similarly-situated employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

GABRIELA CHAVEZ, on behalf of herself
and other similarly-situated employees

Plaintiff,

v.

SCHEID VINEYARDS INC., a Delaware
Corporation; and DOES 1 Through 10,
inclusive,

Defendants.

Case No. 21CV002126

CLASS ACTION (COMPLEX)

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: December 16, 2022

Time: 8:30 a.m.

Dept: 14

Judge: Hon. Carrie M. Panetta

Complaint filed: July 2, 2021

Trial date: Not set

1 This matter came on for hearing on December 16, 2022 in Department 14 of the above-
2 captioned Court on Plaintiff's Motion for Order Granting Preliminary Approval of Class Action
3 and PAGA Settlement ("Motion"). Having fully reviewed the Motion, supporting
4 memorandum of Points and Authorities, Declarations of Class Counsel Isam C. Khoury and
5 Sahag Majarian II, the Class Action and PAGA Settlement Agreement and Class Notice
6 ("Agreement") attached as Exhibit 1 to the Khoury Declaration, and the proposed Notice of
7 Class Action Settlement attached as Exhibit A to the Agreement ("Class Notice"), having
8 carefully analyzed the Agreement and the Class Notice, and in recognition of the Court's duty
9 to make a preliminary determination as to the reasonableness of any proposed class action
10 settlement, and if preliminarily determined reasonable, to ensure proper notice is provided to
11 Class Members in accordance with due process requirements, and to set a Final Approval
12 Hearing to consider the good faith, fairness, adequacy and reasonableness of the proposed
13 Settlement, THE COURT MAKES THE FOLLOWING DETERMINATIONS AND
14 ORDERS:

15 1. The Court conditionally finds, for purposes of approving the settlement only, the
16 proposed Class meets the requirements for certification under section 382 of the California
17 Code of Civil Procedure: (a) the proposed Class is ascertainable and so numerous joinder of all
18 Class members is impracticable; (b) there are questions of law or fact common to the proposed
19 Class, and a well-defined community of interest among members of the proposed Class with
20 respect to the subject matter of the class action; (c) the claims of the Class Representative are
21 typical of the claims of the members of the proposed Class; (d) the Class Representative has
22 and will fairly and adequately protect the interests of the Members of the Class; (e) a class
23 action is superior to other available methods for efficient adjudication of this controversy for
24 settlement; and (f) counsel of record for the Class Representative are qualified to serve as
25 counsel for her in their representative capacity and for the Class.

26 2. The Court finds on a preliminary basis the Agreement appears to be within the
27 range of reasonableness of a settlement which could ultimately be given final approval by this
28 Court.

1 3. It appears to the Court on a preliminary basis: (a) the non-reversionary
2 maximum Gross Settlement Amount is fair and reasonable to Class Members when balanced
3 against the probable outcome of further litigation relating to class certification, liability and
4 damages issues, and potential appeals; (b) significant investigation, research, and informal
5 discovery, have been conducted such that counsel for the Parties are able to reasonably evaluate
6 their respective positions; (c) settlement at this time will avoid substantial costs, delay, and
7 risks presented by further prosecution of the litigation; and (d) the proposed Settlement was
8 reached through intensive, serious, non-collusive negotiations facilitated by an experienced
9 mediator.

10 4. Good cause appearing, the Motion is GRANTED, and the Court incorporates the
11 Agreement.

12 5. For purposes of this Settlement, Class Members are defined as:
13 All current and former, hourly, nonexempt employees employed by Defendant Scheid
14 Vineyards, Inc. in California at any time from July 2, 2017 through December 31, 2022.

15 6. The Court finds the proposed Class Notice, attached to this Order as Exhibit 1,
16 fairly and adequately advises Class Members of (a) the nature of the Class and PAGA Action;
17 (b) the Settlement's principal terms; (c) the Class and Aggrieved Employees definitions; (d)
18 number of Class Period workweeks and PAGA Period pay periods credited; (e) each Class
19 Member's estimated Individual Settlement Share; (f) the dates of the Class and PAGA Periods;
20 (g) how to submit Requests for Exclusion, Disputes, or Objections; (h) deadlines for Class
21 Members to postmark Requests for Exclusion, Disputes or submit Objections to the Settlement;
22 (i) the claims released in the Agreement; and (j) the date, time and place of the Final Approval
23 Hearing.

24 7. The Court finds the proposed Class Notice provides the best practicable notice
25 to the Class and comports with all constitutional requirements, including those of due process.
26 Accordingly, good cause appearing, the Court APPROVES the Class Notice.

27 8. The Court further finds that mailing of the Class Notice to the last known
28 address of all Class Members with measures taken for verification of an address and skip

1 tracing of bad addresses, as specifically described within the Agreement, is an effective method
2 of notifying Class Members of their rights in the class action and the Settlement. Accordingly,
3 it is ORDERED:

4 A. CPT Group, Inc. be appointed the Settlement Administrator to
5 administer the Settlement of this matter as more specifically stated in the Agreement;

6 B. Isam C. Khoury and Michael D. Singer of Cohelan Khoury & Singer,
7 and Sahag Majarian II of Law Offices of Sahag Majarian II, be appointed Class Counsel;

8 C. Plaintiff Gabriela Chavez be appointed Class Representative;

9 D. No later than fifteen (15) calendar days after the date the Court grants
10 preliminary approval of the Settlement, Defendant will deliver the Class Data to the Settlement
11 Administrator, in the form of a Microsoft Excel spreadsheet.

12 E. No later than fourteen (14) calendar days after receiving the Class Data,
13 the Settlement Administrator will mail the Class Notice to all Class Members and Aggrieved
14 Employees identified in the Class Data, via first class United States Postal Service mail, with
15 Spanish translation.

16 F. Class Members who wish to exclude themselves (opt-out of) must send
17 the Settlement Administrator, by fax, email, or mail, a signed written Request for Exclusion not
18 later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice
19 (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed).

20 G. Only Participating Class Members may object to the class action
21 components of the Agreement by sending a written objection to the Administrator, by fax,
22 email, or in the mail, and must do so no later than sixty (60) calendar days after the Settlement
23 Administrator's mailing of the Class Notice (plus an additional 14 calendar days for Class
24 Members whose Class Notice is re-mailed).

25 H. Each Class Member or Aggrieved Employee shall have sixty (60)
26 calendar days after the Settlement Administrator mails Class Notice (plus an additional 14
27 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of
28 Class Period Workweeks and/or PAGA Period Pay Periods (if any) allocated to them in the

1 Class Notice.

2 9. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held
3 before the undersigned at _____ on _____ in Department 14 of the Superior
4 Court of California, County of Monterey located at 1200 Aguajito Road, Monterey, CA 93940,
5 to consider the fairness, adequacy, and reasonableness of the proposed Settlement preliminarily
6 approved by this Order of Preliminary Approval, and to consider the application for Class
7 Representative service awards, Settlement Administrator expenses, and Class Counsel's
8 attorneys' fees and litigation expenses.

9 10. All materials in support of an Order Granting Final Approval, service awards to
10 Class Representatives, Settlement Administrator expenses, and Class Counsel's attorneys' fees
11 and litigation expenses incurred shall be filed pursuant to Code of Civil Procedure section
12 1005(b), sixteen (16) Court days before the hearing.

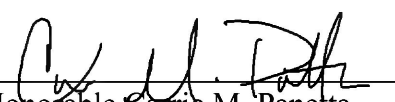
13 11. IT IS FURTHER ORDERED that if for any reason the Court does not enter an
14 Order Granting Final Approval, or if the Effective Date, as defined in the Agreement, does not
15 occur, the Agreement shall have no effect, and the Parties shall be restored without prejudice to
16 the status quo ante as stated in the Agreement.

17 12. IT IS FURTHER ORDERED that pending further order of this Court, all
18 proceedings in this matter, except those contemplated by this Order and the Agreement are
19 stayed.

20 13. The Court expressly reserves the right to adjourn or continue the Final Approval
21 Hearing from time to time without further notice to Class Members. However, if written
22 objections are submitted, Class Counsel shall notify objecting Class Members of the new date
23 and time set for the Final Approval Hearing.

24 IT IS SO ORDERED.

25
26 Date: 12/16/2022


The Honorable Carrie M. Panetta
Judge of the Superior Court