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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: _____

The Honorable Carrie M. Panetta
Judge of the Superior Court

EXHIBIT 1

Superior Court of California, County of Monterey
Gabriela Chavez v. Scheid Vineyards, Inc.
Case No. 21CV002126

*The Superior Court for the State of California authorized this Notice.
It's not junk mail, spam, an advertisement, or solicitation by a lawyer.
This is not a lawsuit against you and you are not being sued.*

**NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

To: All people employed by Scheid Vineyards, Inc., in California, as a non-exempt employee at any time from July 2, 2017 through December 31, 2022. **You may be eligible to receive money from an employee Class Action Settlement concerning your former or current employment with Scheid Vineyards, Inc. ("Scheid").** The Class Action lawsuit was filed by a former employee and seeks:

(A) **Class Payments.** Wages and penalties for a class of non-exempt employees who worked for Scheid during the **Class Period (July 2, 2017 to December 31, 2022)** (collectively "Class Members"); and

(B) **PAGA Payments.** Civil penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt employees who worked for Scheid during the **PAGA Period (July 2, 2020 to December 31, 2022)** (collectively "Aggrieved Employees").

PLEASE READ THIS NOTICE CAREFULLY

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Scheid to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims.

Based on Scheid's records, your individual Settlement payments are estimated to be:

- Class Payment is estimated to be \$ [REDACTED] (less withholding); and
- PAGA Payment is estimated to be \$ [REDACTED]. (If no amount is stated for your Individual PAGA Payment, then according to Scheid's records you did not work during the PAGA Period.)

The above estimates are based on Scheid's records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 13 of this Notice for more information.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if applicable). In exchange, you will give up your right to assert wage claims against Scheid that are covered by this Settlement (“Released Claims”). Your payment will be automatically mailed to you after the Court grants final approval of the Settlement.
REQUEST TO BE EXCLUDED (“OPT-OUT”) FROM CLASS SETTLEMENT The Opt-Out Deadline is [REDACTED]	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. <i>Non-Participating Class Members cannot object to any portion of the proposed Settlement.</i> See Section 16 of this Notice for more information. You cannot opt-out of the PAGA portion of the proposed Settlement. Scheid must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
OBJECT The Objection Deadline is [REDACTED]	All Class Members who do not opt-out are “Participating Class Members” and can object to any aspect of the proposed Settlement. You have the right to object to the Settlement if you think the Settlement is unfair, unreasonable or inadequate by sending a written objection to the Settlement Administrator. <i>You cannot object to any portion of the proposed Settlement if you requested to be excluded.</i> See Section 18 of this Notice for more information.
UPDATE YOUR MAILING ADDRESS	Update your personal information with the Settlement Administrator to make sure your Settlement Payment is sent to the correct mailing address. See Section 10 of this Notice for more information.
CHALLENGE CALCULATION OF YOUR WORKWEEKS/ PAY PERIODS The Challenge Deadline is [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Scheid’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED].
PARTICIPATE IN THE FINAL APPROVAL HEARING Hearing is Set For [REDACTED]	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform.

SCHEID WILL NOT RETALIATE IN ANY WAY AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THE RIGHTS AND OPTIONS DESCRIBED IN THIS NOTICE.

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BASIC INFORMATION

1. **What Is This Lawsuit About?**

This Lawsuit accuses Scheid of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”).

Scheid strongly denies all allegations of the Lawsuit and contends it complied with all applicable California laws. The Settlement is not an admission that Scheid did anything wrong or an indication any law was violated.

2. **What Is A Class Action?**

In a class action, one or more people called Class Representatives (in this case, Plaintiff Gabriela Chavez) sue on behalf of themselves and other people who may have similar claims. The group of people with similar claims are referred to collectively as a “Class.” Each person covered by the Class definition is a “Class Member.” One court resolves the issues for all Class Members, except those who ask to be excluded from the Class.

3. **Why Is There A Settlement?**

The Court did not decide in favor of Plaintiff or Defendant. The Parties hired an experienced, neutral mediator to resolve the Lawsuit by negotiating an to end the case by agreement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Lawsuit and enforcing the Agreement, Plaintiff and Scheid have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Scheid does not admit any violations or concede the merit of any claims.

Gabriela Chavez, who was appointed the Class Representative, and her attorneys, believe the Settlement is fair, reasonable and adequate considering the strength of the claims and the risks and uncertainties of continued litigation.

4. **Who Are The Parties In This Lawsuit?**

Plaintiff Gabriela Chavez was employed by Scheid Vineyards, Inc. as a non-exempt employee.

Defendant Scheid Vineyards, Inc. was Plaintiff’s former employer.

5. Who Are The Attorneys For The Parties?

Attorneys for Plaintiff and the Class

COHELAN KHOURY & SINGER

Isam C. Khoury
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San Diego, CA 92101

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian, II
18250 Ventura Blvd.
Tarzana, CA 91356

Attorneys for Defendant

HANSON BRIDGETT LLP

Gilbert J. Tsai
Josue R. Aparicio
425 Market Street, 26th Floor
San Francisco, California 94105

IMPORTANT TERMS OF THE SETTLEMENT

6. What Is The Settlement Amount?

Gross Settlement Amount. Scheid agreed to pay a maximum amount of no more than One Million Two Hundred and Fifty Thousand dollars (\$1,250,000.00) to fully and finally resolve all claims alleged in the Lawsuit (referred to as the “Gross Settlement Amount” or “GSA”). The Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Scheid will deposit the GSA into a Qualified Settlement Account not more than twenty-one (21) calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement and/or the Judgment is appealed.

Court Approved Deductions From GSA. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the GSA, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to **\$416,666.67** (33% of the GSA) to Class Counsel for attorneys’ fees and up to **\$15,000.00** for their litigation expenses. To date, Class Counsel have worked and incurred expenses without payment.

B. Up to **\$7,500.00** as a Class Representative Award for filing the Lawsuit, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and Individual PAGA Payment.

C. Up to **\$10,000.00** to the Administrator for services administering the Settlement.

D. Up to **\$125,000.00** for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Net Settlement Distributed To Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the GSA (referred to as the “Net Settlement Amount” or “NSA”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 22 of this Notice.

7. How Will The Administrator Calculate My Payment?

- A. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the NSA by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$125,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

8. What Am I Giving Up In Exchange For My Payment?

- A. **Participating Class Members’ Release.** After the Judgment is final and Scheid has fully funded the GSA, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement against the Released Parties. The “Released Parties” means Defendant Scheid Vineyards, Inc. and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Scheid or the Released Parties for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Lawsuit and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,

successors, and assigns, irrevocably and unconditionally release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the allegations stated in the Operative Complaint and ascertained in the course of the Action.

B. Aggrieved Employees' PAGA Release. All Aggrieved Employees (including all Non-Participating Class Members who qualify as Aggrieved Employees), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, irrevocably and unconditionally release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the allegations stated in the Operative Complaint, the PAGA Notice and/or ascertained in the course of the Action.

HOW TO GET A SETTLEMENT PAYMENT

9. How Can I Get My Settlement Payment?

You do not need to do anything to receive your Settlement Payment. If the Court approves the Settlement at the scheduled Final Approval Hearing, your Settlement Payment will be mailed to the address this Notice was mailed to, unless you updated your address with the Administrator.

10. What If I Change My Address?

You should immediately notify the Administrator if you move or otherwise change your mailing address. It is your responsibility to keep the Administrator informed of any change in your address, as your Settlement Payment will be mailed to the last known address it has on file for you.

11. How Long Do I Get To Cash My Settlement Payment?

No more than **190 calendar days** after date of mailing. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the "void date"). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization.

12. What If I Lose My Settlement Check

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

13. What My Number Of Workweeks Or Pay Periods Is Wrong?

The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Scheid's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or

Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 22 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs and/or other records. The Administrator will accept Scheid's calculation of Workweeks and/or Pay Periods based on Scheid's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Scheid's Counsel. The Administrator's decision is final.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. Can I Exclude Myself From The Class Portion Settlement?

Yes. If you wish to pursue a separate lawsuit, with a separate attorney at your own expense, or do not want to participate in the class portion of the Settlement for other reasons, you have the option to exclude yourself (that is, "opt out" of the Settlement).

An Excluded Class Member (i.e., Non-Participating Class Members) will not receive an Individual Class Payment, but will preserve his or her rights to personally pursue wage and hour claims against Scheid.

15. Can I Exclude Myself From The PAGA Portion Settlement?

No. You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Scheid based on the PAGA Period facts alleged in the Lawsuit.

16. How Do I Exclude Myself From The Settlement?

To opt out and exclude yourself from the Class Action Settlement, you must provide a signed and dated letter to the Settlement Administrator requesting exclusion. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's full name, present address, telephone number, and a simple statement electing to be excluded from the Settlement.

It must be addressed to the Administrator and **postmarked on or before** [REDACTED]. Requests for exclusion postmarked after this date may be disregarded.

OBJECTING TO THE SETTLEMENT

17. Can I Object If I Do Not Think The Settlement Is Fair?

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low.

Before deciding whether to object, you may wish to see what Plaintiff and Scheid are asking the Court to approve. At least [REDACTED] days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award.

18. How Do I Object To The Settlement?

Only Participating Class Members have the right to object to the Settlement. If you do not think the Settlement is fair, you can object to the Settlement to advise the Court that you do not agree with the Settlement or some part of it.

To object, you must state what your objection(s) are to the Settlement, and include the case name and number: *Chavez v. Scheid Vineyards, Inc.*, Case No. 21CV002126. Be sure to include your full name, current address and telephone number, and the specific reasons you object to the Settlement. It must be addressed to the Administrator and **postmarked on or before** [REDACTED].

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 19 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

THE COURT'S FINAL FAIRNESS HEARING

19. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Final Approval hearing in **Department 14** of the Superior Court of California, County of Monterey, Monterey Courthouse, located at 1200 Aguajito Road, Monterey, CA 93940, on [REDACTED] 2022, at [REDACTED] a.m./p.m.

At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative's service payment, and the Administrator's fees and

expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted an objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Approval hearing.

20. Do I Need To Attend The Hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to attend at your own expense. You may also hire and pay your own lawyer to attend.

21. May I Speak At The Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you have excluded yourself from the Settlement.

GETTING MORE INFORMATION

22. Who May I Contact If I Have Questions About The Settlement?

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

For more information or if you have specific questions, please contact the attorneys for Plaintiff and the Class, or the Settlement Administrator.

Attorneys for Plaintiff and the Class:

COHELAN KHOURY & SINGER

Isam C. Khoury
605 "C" Street, Suite 200
San Diego, CA 92101
(619) 595-3001

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian, II
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Tarzana, CA 91356
(818) 609-0807

Settlement Administrator:

CPT Group, Inc.

[email address]

[mailing address]

[phone number]