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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)**DECLARATION OF SAHAG MAJARIAN II
IN SUPPORT OF MOTION FOR ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
ATTORNEYS' FEES AND COSTS**

Date: April 28, 2023

Time: 8:30 a.m.

Dept: 14

Judge: Hon. Carrie M. Panetta

Complaint filed: July 2, 2021

Trial date: Not set

1 I, Sahag Majarian II, declare:

2 1. I am an attorney duly licensed to practice in the State of California. I am the
3 principal of the Law Offices of Sahag Majarian II and am one of the attorneys of record for
4 Plaintiff in this action against Defendant Scheid Vineyards, Inc. I have personal knowledge of
5 the following, and if called and sworn as a witness, I could and would competently testify
6 thereto. This declaration is made in support of final approval of the class action and PAGA
7 settlement and request for attorneys' fees and costs in this case.

8 2. I graduated from Loyola Law School in 1990. Since my graduation, I have been
9 in private practice primarily representing consumers against insurance companies and workers
10 against their employers. I have devoted a significant portion of my practice to employment law
11 and class actions, and have been appointed co-class counsel for the plaintiffs in no less than
12 300 wage and hour class actions. A sample of these cases are: *Ayvazi v. Ralph Grocery*
13 *Company*, LASC Case No. BC 382980; *Sandoval vs. Chevron Stations, Inc.*, MCSC Case No.
14 CV 061690; *Nieves v. Roy's Worldwide, Inc.*, OCSC Case No. 06CC0076; *Corado v. Good*
15 *Year Rubber Corp.*, SBSC Case No. RCV095476; *Pleitez v. Johnson Controls*, LASC Case No.
16 BC353315; *Serrano v. BCI Coca Cola Bottling Co. of L.A.*, LASC Case No. BC349904; *Urbina*
17 *v. Valley Crest Co.*, LASC Case No. BC356023; *Moraza v. OK International*, OCSC Case No.
18 06CC0148; *DeLuna v. Target*, LASC Case No. BC353080; *Daglian v. Staples, Inc.*, LASC
19 Case No. BC375325; *McCoy v. Kimko*, OCSC Case No. 07CC00007; *Ayvazi v. Ralphps Grocery*
20 *Company*, LASC Case No. BC382980; *Razo v. C & D Zodiac, Inc.*, OCSC Case No. 07-
21 CC01373; *Sandoval v. Chevron Stations, Inc.* MCSC Case No. CV061690; and *Gomez v.*
22 *Spenuzza, Inc. et al*, RCSC Case No RIC524075.

23 3. In the employment class action arena, I have participated in over 300 class
24 action mediations. My participation has included extensive preparation, development of
25 thorough knowledge of the legal issues related to certification and liability, and full immersion
26 and participation in the mediation and negotiation process. I have also been designated co-class
27 counsel in various cases where we prevailed in contested class certification motions. These
28 cases include *Herrera v. Mountain Meadow Mushroom Farms, Inc.*, SDCSC Case No. 37-

1 2009- 00092416-CU-MT-CTI; *Aguirre v. California Drop Forge, Inc.*, LASC Case No.
2 BC374521; *Marroquin v. SwissportNorthAmerica, Inc.*, LASC Case No. BC390001; and
3 *Romero v. Hydraulics International, Inc.*, LASC Case No. 19STCV04463.

4 4. Throughout my thirty-two year career in law, my practice has been exclusively
5 contingent fee work. Within the class action arena, I have been designated co-class counsel in
6 no less than 30 class actions that have settled for over \$1 million each. Given my success and
7 experience, in my contingent fee practice I have averaged over \$850 per hour worked.
8 Therefore, I believe it is appropriate to set my lodestar at no less than \$850 per hour in this
9 case. This request is fair in view of the much higher rate per hour that can be justified by the
10 broadly accepted Laffey Matrix which shows hourly rate of \$997 for attorneys out of law
11 school for more than 20 years.

12 5. My participation in this case has included legal research, extensive preparation,
13 development of a thorough knowledge of the legal issues related to certification and liability,
14 and full immersion and preparation for the mediation. The settlement in this case was reached
15 after extensive negotiations during a full day mediation with the experienced and well-
16 respected mediator Gig Kyriacou, Esq. Based upon the totality of circumstances, I believe that
17 the result achieved in this case is a good outcome for all class members.

18 6. My endorsement of the settlement is without reservation. Based on my
19 experience as Class Counsel, totality of circumstances and the legal and factual realities
20 presented in this case, I believe the proposed settlement is fair, reasonable and adequate for the
21 class. As a result of my prior experience as class counsel in other class actions, I am fully aware
22 of the responsibilities I owe as Class Counsel to the Class in this action.

23 7. My law office undertook this matter on a purely contingent fee basis with no
24 guarantee that the time expended would result in any recovery or recoupment of costs.
25 Throughout my involvement in this case, I have spent a total of 37.70 in this case. Based on my
26 rate of \$850 per hour, my unadjusted lodestar amount would be \$32,045.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 28, 2023 at Tarzana, California.

Sahag Majarian II