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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 FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND ENTERING
JUDGMENT**

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 This matter came on for hearing on April 28, 2023 in Department 14 of the above-
2 captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class Action and
3 PAGA Settlement ("Motion") pursuant to California Rule of Court 3.769, the Order Granting
4 Preliminary Approval of Class Action and PAGA Settlement filed December 21, 2022
5 ("Preliminary Approval Order"), and the Class and PAGA Settlement Agreement and Class
6 Notice, ("Agreement"), filed with this Court on November 8, 2022.

7 Having received and considered the Agreement, the supporting papers, evidence and
8 argument received by the Court with the Motion for Preliminary Approval of Class Action and
9 PAGA Settlement, and evidence and argument received by the Court with the Motion for Order
10 Granting Final Approval of Class Action and PAGA Settlement, the Court grants final approval
11 of the Settlement and ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Court's Preliminary Approval Order, Notice of Class Action
13 Settlement was sent to each Class Member by first-class United States mail, informing the
14 Class of the Settlement terms, right to receive a Settlement Payment without taking any action,
15 comment on or object to the Settlement, and appear in person or by counsel and be heard at the
16 final approval hearing. Adequate periods of time were provided for each of these procedures.

17 2. No Settlement Class Member requested exclusion from the settlement, filed a
18 written objection to the proposed Settlement or stated an intention to appear at the final
19 approval hearing.

20 3. The Court finds and determines this notice procedure afforded adequate
21 protections to the Class and provides the basis for the Court to make an informed decision
22 regarding approval of the Settlement based on the responses of the Class. The Court finds and
23 determines the notice provided in this case was the best notice practicable, which satisfies the
24 requirements of law and due process.

25 4. For purposes of Settlement approval only, the Court finds: (a) the proposed
26 Class is ascertainable and so numerous joinder of all Class Members is impracticable; (b) there
27 are questions of law or fact common to the proposed Class, and a well-defined community of
28 interest among Class Members with respect to the subject matter of the class action; (c) the

1 claims of the Class Representative are typical of Class Members' claims; (d) the Class
2 Representative has and will fairly and adequately protect Class Members' interests; (e) a class
3 action is superior to other available methods for efficient adjudication of this controversy in the
4 context of settlement; and (f) counsel of record for the Class Representative are qualified to
5 serve as Counsel for the Class.

6 5. The Court confirms certification, for settlement purposes only, of a Class
7 defined as: All current and former, hourly, nonexempt employees employed by Defendant
8 Scheid Vineyards, Inc. in California at any time from July 2, 2017 through December 31, 2022.

9 6. For settlement purposes, Aggrieved Employees are defined as: any current or
10 former, hourly, nonexempt employee employed by Defendant Scheid Vineyards, Inc. in
11 California at any time during the period from July 2, 2020 through December 31, 2022
12 ("PAGA Period").

13 7. For settlement purposes, the Operative Complaint is the First Amended
14 Complaint filed by Plaintiff with this Court on September 7, 2021.

15 8. The Court finds and determines the terms set forth in the Agreement are fair,
16 reasonable, and adequate and, having found the Settlement was reached as a result of informed
17 and non-collusive arms'-length negotiations facilitated by a neutral and experienced mediator,
18 directs the Parties to effectuate the Settlement according to the Agreement's terms. The Court
19 finds the Parties conducted extensive investigation, research, and informal discovery, and that
20 their attorneys were able to reasonably evaluate their respective positions. The Court also finds
21 that settlement will enable the Parties to avoid additional and potentially substantial litigation
22 costs, as well as delay and risks if litigation continued.

23 9. The Court finds and determines the terms of the Settlement are fair, reasonable
24 and adequate to the Class and each Class Member, the Settlement is ordered finally approved,
25 and all terms of the Agreement should be and are ordered to be consummated.

26 10. The Court finds and determines that the Settlement Payments to be paid to
27 Participating Settlement Class Members and Aggrieved Employees as provided for by the
28 Settlement are fair and reasonable. The Court grants final approval to and orders the payment

1 of those amounts be made to the Participating Settlement Class Members and Aggrieved
2 Employees in accordance with the Agreement.

3 11. The Court finds and determines fees and expenses to administer the Settlement
4 incurred by CPT Group, Inc., of \$9,500.00 are fair and reasonable. The Court grants final
5 approval to and orders payment of that amount in accordance with the Agreement.

6 12. The Court finds and determines the Class Representative Service Award of
7 \$7,500 to Plaintiff Gabriela Chavez is fair and reasonable, and orders the Administrator to
8 make this payment in accordance with the terms of the Agreement.

9 13. The Court finds and determines payment to the California Labor and Workforce
10 Development Agency of \$93,750.00 as its share of the Settlement of civil penalties under the
11 Private Attorneys General Act is fair, reasonable, and appropriate. The Court grants final
12 approval to and orders that amount be paid in accordance with the Agreement.

13 14. The Court awards Class Counsel attorneys' fees of \$416,666.67 and litigation
14 costs of \$12,758.59. The Court finds such amounts to be fair and reasonable. The Court orders
15 the Administrator to make these payments in accordance with the Agreement.

16 15. Without affecting the finality of this Order or the entry of judgment in any way,
17 the Court retains jurisdiction of all matters relating to the interpretation, administration,
18 implementation, effectuation, and enforcement of this Order and the Agreement.

19 16. The Settlement is not an admission of liability by Defendant Scheid Vineyards,
20 Inc. or any of its former and present directors, officers, shareholders, owners, attorneys,
21 insurers, predecessors, successors, assigns, subsidiaries, and affiliates, ("Released Parties"), nor
22 is this Order or the entry of judgment a finding any claim in the Actions against Defendant or
23 Released Parties is valid. Neither this Order or the entry of judgment, nor the Settlement, may
24 be construed as, or used as an admission of any fault, wrongdoing or liability by Defendant or
25 Released Parties. Entering or carrying out the Settlement, and related negotiations, shall not be
26 offered in evidence against Defendant or Released Parties in any action or proceeding in any
27 court, administrative agency or other tribunal for any purpose other than to enforce this Order
28 or Judgment of Settlement. Notwithstanding these restrictions, Defendant and Released Parties

1 may file in the Action or any proceeding, this Order or Judgment, the Settlement, or any papers
2 on file in the Action, to support a defense of res judicata, collateral estoppel, release, or other
3 theory of claim or issue preclusion or similar defense.

4 17. Plaintiff and all Participating Settlement Class Members, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, irrevocably and unconditionally release the Defendant
7 and Released Parties from all claims that were alleged, or reasonably could have been alleged,
8 based on the allegations stated in the Operative Complaint and ascertained in the course of the
9 Action.

10 18. Plaintiff, on behalf of herself, the State of California, and all Aggrieved
11 Employees (including all Non-Participating Class Members who qualify as Aggrieved
12 Employees), on behalf of themselves and their respective former and present representatives,
13 agents, attorneys, heirs, administrators, successors, and assigns, irrevocably and
14 unconditionally release the Defendant and Released Parties from all claims for PAGA penalties
15 that were alleged, or reasonably could have been alleged, based on the allegations stated in the
16 Operative Complaint, the PAGA Notice and/or ascertained in the course of the Action.

17 19. Nothing in this Order shall preclude any action to enforce the Parties'
18 obligations under the Agreement or this Order, including Defendant's obligation to make
19 payments to Participating Settlement Class Members and Aggrieved Employees set forth in the
20 Agreement.

21 20. The Court enters final judgment in accordance with the terms of the Agreement,
22 the Court's Preliminary Approval Order, and this Order.

23 21. The Judgment once entered shall constitute a judgment for purposes of
24 California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in, this
25 Order, judgment shall be entered within the meaning and for purposes of Code of Civil
26 Procedure §§ 577 and 904.1(a), and the Plaintiff/Class Representative and Participating
27 Settlement Class Members shall take nothing from Defendant or Released Parties except as
28 expressly set forth in the Agreement.

1 22. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by giving
2 notice to Class Members with the posting of the Final Approval Order and this Judgment on the
3 Settlement Administrator's website, www.cptgroupcaseinfo.com/scheidvineyardssettlement.

4 23. Pursuant to Labor Code section 2699(1)(3), Plaintiff shall submit a copy of this
5 Order and Judgment to the California Labor and Workforce Development Agency within 10
6 days after entry of the Judgment.

7 24. The Parties will bear their own costs and attorneys' fees except as otherwise
8 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

9 IT IS SO ORDERED.

10
11 Date: _____

The Honorable Carrie M. Panetta
Judge of the Superior Court