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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SOLANO**

16 MELISSA JOSEPHINE FLUTY, on
17 behalf of herself and others similarly
situated,

18 Plaintiff,

19 v.
20

21 ZEPEXCO, INC. dba ZEPHYR
EXPRESS, a California Corporation;
22 WINEBOW, INC., dba WINEBOW, a
Delaware Corporation; CENTRAL
23 COAST WINE COMPANY, a California
Corporation; and DOES 1 through 50,
24 inclusive,

25 Defendants.
26

Case No.: CU23-05443

CLASS ACTION

Assigned for All Purposes

To: *Hon. Christine A. Carringer, Dept 12*

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

Date: August 13, 2025

Time: 8:35 a.m.

Dept.: 12

Original Complaint Filed: November 17, 2023

First Amended Complaint Filed: January 23, 2024

Trial Date: None Set

1 **RECITALS**

2 On November 20, 2024, Melissa Josephine Fluty (“Plaintiff”), individually and on behalf of
3 the Class, and Defendant Zepexco, Inc. dba Zephyr Express (“Defendant Zepexco”), Defendant
4 Winebow, Inc. dba Winebow (“Defendant Winebow”), and Defendant Central Coast Wine
5 Company (“Defendant Central Coast Wine”) (hereinafter Defendant Zepexco, Defendant Winebow,
6 and Defendant Central Coast Wine collectively referred to as “Defendants,” and Plaintiff and
7 Defendants collectively referred to as the “Parties”) entered into a class action and PAGA
8 settlement, the terms and conditions of which are set forth in the parties’ Class Action and PAGA
9 Settlement Agreement (hereafter collectively, the “Settlement” or “Settlement Agreement”). Unless
10 otherwise provided in this Order, all capitalized terms shall have the same meaning as set forth in
11 the Settlement Agreement.

12 Plaintiff’s motion for an order preliminarily approving the settlement of this action,
13 approving the form notice of settlement, and setting a final approval hearing (“Motion”) came on
14 for hearing in Department 12 of this Court on August 13, 2025.

15 This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and
16 Authorities in support, the Declarations in support, the Settlement Agreement, and the proposed
17 form of Class Notice, finds that: (1) the proposed settlement appears fair, reasonable, and adequate,
18 and that a final hearing should be held after notice to the Class (defined below) of the proposed
19 settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and
20 adequate, such that a Final Order and Judgment should be entered in this action based upon the
21 Settlement Agreement, and (2) the PAGA Settlement is fair and adequate and should be approved.

22 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

23 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
24 **APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL**

25 1. The Court finds that certification of the following class, for settlement purposes only,
26 is appropriate:

27 “all persons employed by Defendants in California and classified as a non-exempt
28 hourly employee who worked for Defendants during the Class Period,” which is

November 17, 2019 through October 19, 2024.

2. The Court grants preliminary approval of the terms and conditions contained in the Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the range of possible approval at the final approval hearing.

3. The Court preliminarily finds, for settlement purposes only, that the Class meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in the absence of class certification and settlement, each individual Class Member would have to litigate core common issues of law and fact, all relating to Defendant's alleged wage-and-hour violations asserted in the action; (iii) the typicality requirement because Plaintiff and the Class Members' claims all arise from the same alleged events and course of conduct, and are based on the same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has the same interests as all members of the Class, and they are represented by experienced and competent counsel.

4. The Court further finds, preliminarily and for settlement purposes only, that common issues predominate over individual issues in this litigation and that class treatment is superior to the other means of resolving this dispute. Employing the class device here will not only achieve economies of scale for Class Members with individual claims, but also conserve the resources of the judicial system and preserve public confidence in the integrity of the system by avoiding the waste and delay of repetitive proceedings. In addition, certifying the Class will prevent inconsistent adjudications of similar issues and claims.

5. For settlement purposes only, the Court finds that Plaintiff is an adequate class representative and appoints her as such. The Court further finds that Emil Davtyan, David Yeremian, Enoch Kim, Roman Shodnik, Amanda Fazio, and Norayr Zakaryan of D.Law, Inc. have adequately represented Plaintiff and the Class in this litigation, and the Court appoints them as Class Counsel.

6. The Court appoints Apex Class Action LLC to perform the duties of a Settlement Administrator for the purpose of issuing the Class Notice and administering the Settlement.

7. The Court recognizes that certification under this Order is for *settlement purposes*

1 only, and shall not constitute or be construed as a finding by the Court, or an admission on the part
2 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
3 Order is without prejudice to the rights of Defendant to oppose class certification in the action,
4 should the proposed Settlement Agreement not be granted final approval.

5 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

6 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice of
7 the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement
8 appears to be within the range of reasonableness of a settlement that could ultimately be given final
9 approval by this Court. It appears to the Court on a preliminary basis that:

10 a. The settlement amount is fair and reasonable to all Class Members when
11 balanced against the probable outcome of further litigation relating to liability and damages issues;

12 b. Extensive and costly investigation and research have been conducted such
13 that counsel for the Parties at this time are reasonably able to evaluate their respective positions;

14 c. Settlement at this time will avoid additional substantial costs, such as those
15 that have already been incurred by both Parties, as well as avoid the delay and risks that would be
16 presented by the further prosecution of this litigation; and

17 d. The proposed settlement has been reached as the result of intensive, serious,
18 and non-collusive arm's-length negotiations.

19 9. The Court further approves the following representative group of employees as
20 governed by the Settlement Agreement with respect to the PAGA claim:

21 "a person employed by Defendants in California and classified as a non-exempt
22 hourly employee who worked for Defendants during the PAGA Period," which is
23 November 17, 2022 through October 19, 2024.

24 10. The Court grants approval of the PAGA Settlement pursuant to the terms and
25 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
26 Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor Code
27 § 2699(l)(2).

28 11. Because a PAGA action is not a class action, Class Members may not opt out of, or

1 object to, the PAGA Settlement.

2 12. If the Court does not grant final approval of the Settlement Agreement, approval of
3 the PAGA Settlement will be vacated.

4 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

5 **AND TIMELINE FOR SENDING CLASS NOTICE**

6 13. This Court finds that the Class Notice fairly and adequately advises the potential
7 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
8 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
9 of the Class, to file documentation in opposition to the proposed Settlement, and to appear at the
10 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
11 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
12 Class Member at their last known address comports with all constitutional requirements, including
13 those of due process under the United States and California constitutions, and meets the
14 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
15 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

16 14. The Settlement Administrator shall, as soon as practicable, but no later than 14 days
17 after receiving the Class Data, cause the Class Notice to be mailed by first class mail to all known
18 members of the Class certified by this Court in this action to the most recent address in Defendant's
19 business records for each known member of the Class. The mailing of the Class Notice directed in
20 this Order constitutes the best notice practicable under the circumstances and sufficient notice to all
21 members of the Class.

22 15. The costs of settlement administration, including the cost of printing and mailing the
23 Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld from
24 the Gross Settlement Amount by the Settlement Administrator pursuant to the terms of the
25 Settlement Agreement.

26 16. Each member of the Class who wishes to be excluded from the Class must submit a
27 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
28 Member who does not submit a timely request to be excluded from the Settlement consistent with

1 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement,
2 even if such Class Member has previously initiated or subsequently initiates individual litigation
3 against Defendant or other proceedings encompassed by the Released Class Claims defined in the
4 Settlement Agreement.

5 **OBJECTIONS TO SETTLEMENT**

6 17. Any member of the Class who has not timely elected to be excluded from the Class,
7 and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement
8 or the proposed Settlement, or to the award of attorneys' fees and costs, shall provide to the
9 Settlement Administrator a written statement of the objection, as well as the specific reasons, if any,
10 for each objection. The Settlement Administrator will promptly transmit any objections it receives
11 to Class Counsel and Defendant's counsel.

12 18. All written objections must be signed by the Class Member or the Class Member's
13 representative and include the information specified in the Class Notice.

14 19. A Class Member may appear either in person or through personal counsel at the Final
15 Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at
16 the Class Member's expense.

17 20. Class Counsel and Defendant's counsel shall promptly furnish each other with copies
18 of any and all objections or written requests for exclusion that come into their possession.

19 **FINAL APPROVAL FAIRNESS HEARING**

20 21. The Court grants Plaintiff's motion to set a hearing for final approval of the
21 Settlement Agreement on _____, at ____ a.m./p.m. in Department 12 of this Court
22 ("Final Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of
23 this action is fair, reasonable and adequate and should be finally approved. The Court will also
24 consider at the Final Hearing whether applications for Plaintiff;s attorneys' fees and costs and class
25 representative service payment to Plaintiff should be granted and, if so, in what amounts.

26 22. Members of the Class who have not timely elected to be excluded from the Class and
27 who object to the proposed Settlement may appear and present such objections at the Final Hearing
28 in person or by counsel, provided that the objecting Class Member complied with the requirements

1 to object to the Settlement. No person shall be heard, and no briefs or papers shall be received or
2 considered, unless the requirements to object to the Settlement have been satisfied, except as this
3 Court may permit for good cause shown.

4 23. Class Counsel shall file Plaintiff's memorandum of points and authorities in support
5 of the final approval of the Settlement Agreement and her request for approval of the attorneys'
6 fees, litigation costs, and service payment no later than 16 court days prior to the Final Hearing.
7 After the Final Hearing, the Court may enter a Final Order and Final Judgment in accordance with
8 the Settlement Agreement that will adjudicate the rights of all Class Members.

9 24. All discovery and other pretrial proceedings in this action are stayed and suspended
10 until further order of this Court, except such actions as may be necessary to implement the
11 Settlement Agreement and this Order.

12 25. If, for any reason, the Court does not grant final approval of the Settlement, all
13 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
14 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

15 **IT IS SO ORDERED.**

16
17 Dated: _____, 2025

JUDGE OF THE SUPERIOR COURT