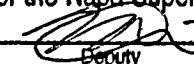


RECEIVED 7/24/2026 EB

FILED

JUL 29 2026

Clerk of the Napa Superior Court

By: 

Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

JUAN LOPEZ PEREZ and SANDRA CORTEZ
VAZQUEZ, individuals on behalf of themselves,
the State of California, as private attorneys
general, and on behalf of all others similarly
situated,

Plaintiffs,

v.

DOMAINE CHANDON, INC., a Delaware
Corporation; FERNANDO ORTIZ LUNA, an
Individual Doing Business as Luna Vineyard
Management; and DOES 1 TO 50,

Defendants.

Case Number: 24CV000571


[Proposed] Amended Order Granting
Preliminary Approval of Class Action and
PAGA Settlement

[PROPOSED] AMENDED ORDER

This matter came on for hearing on March 13, 2026, at 8:30 a.m., regarding Plaintiffs' unopposed *Motion for Preliminary Approval of Class Action and PAGA Settlement* (the "Motion") on the terms set forth in the parties' *Settlement Agreement and Release of Class Action* (hereafter referred to together as the "Settlement Agreement") attached as **Exhibit A** to the concurrently filed *Declaration of Kyle D. Smith in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement* ("Declaration of Kyle D. Smith"). Having considered the Settlement Agreement, all papers and proceedings held herein, and having reviewed the entire record in this action, the Court hereby finds and orders:

1. All terms used in this order shall have the same meaning as defined in the Motion.
2. The Court grants preliminary approval of the Settlement Agreement and the "Class" (as that term is defined in the Motion) based on the terms set forth in the Settlement Agreement.
3. The resolution set forth in the Settlement Agreement appears to be fair, adequate, and reasonable to the Class, including the payment of the non-reversionary gross settlement amount of **\$155,000.00** ("Gross Settlement Amount") by Defendant.
4. The Settlement Agreement, including the Gross Settlement Amount, falls within the range of reasonableness and is presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court.
5. A final fairness hearing on the question of whether the proposed Settlement Agreement, the attorneys' fees and costs to Plaintiffs' counsel, and Plaintiffs' service award should be finally approved as fair, reasonable, and adequate as to the members of the Class is scheduled in this department on the date and time set forth in the implementation schedule below.
6. This Court approves, as to form and content, the proposed class notice attached as **Exhibit D** to the Declaration of Kyle D. Smith, to be distributed to the Class Members pursuant to the Settlement Agreement in substantially the same form. The Settlement Administrator shall distribute the class notice in both English and Spanish to each class member. The class notice shall not be on

pleading paper. The Court approves the procedure for Class Members to participate in, to opt out of, and to object to the settlement as set forth in the Settlement Agreement.

7. The Court directs the mailing of the Class Notice by first class mail to the Class Members in accordance with the implementation schedule set forth below. The Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the implementation schedule, meet the requirements of due process and constitute the best notice practicable under the circumstances and due and sufficient notice to all persons entitled thereto.

8. The Court preliminarily certifies the Class, as defined in the Motion, for settlement purposes.

9. The Court confirms Plaintiffs Juan Lopez Perez and Sandra Cortez Vazquez ("Plaintiffs") as class representatives.

10. The Court confirms Jonathan Melmed, Kyle D. Smith, and Jaqueline Antillon of Melmed Law Group P.C. as class counsel.

11. The Court appoints Apex Class Action, LLC as the settlement administrator.

12. The Court approves the Settlement Administrator's revised bid of \$9,890.00 for settlement administration costs.

13. To facilitate administration of the Settlement Agreement pending final approval, the Court hereby enjoins Plaintiffs and all Class Members from filing or prosecuting any claims, suits, or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding the claims to be released by the Settlement Agreement, unless and until such Class Members have filed valid requests for exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

14. The Court orders the following implementation schedule for further proceedings:

a.	Deadline for Defendants to Submit Class List to the Settlement Administrator	[Within fourteen (14) calendar days of this order.]
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b.	Deadline for Settlement Administrator to Mail Notice Packets to all Class Members	[Within twenty-eight (28) calendar days of this order.]
c.	Deadline for Class Members to Postmark Workweeks Challenges	[Within ninety (90) days after mailing of the Class Notice.]
d.	Deadline for Class Members to Postmark Requests for Exclusion	[Within ninety (90) days after mailing of the Class Notice.]
e.	Deadline for Class Members to Submit Any Objections to Settlement	[Within ninety (90) days after mailing of the Class Notice.]
f.	Deadline for Settlement Administrator to Provide Class Counsel with Declaration of Due Diligence	[At least twenty-one (21) calendar days prior to the Final Approval and Fairness Hearing.]
g.	Final Approval and Fairness Hearing	January 21, 2027, at 8:30 a.m.

15. If any of the dates in this implementation schedule fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

IT IS SO ORDERED.

Dated: 7/28/24

Cynthia P. [Signature]
Judge of the Superior Court, County of Napa