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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)**

**NOTICE OF ENTRY OF AMENDED  
JUDGMENT**

Complaint filed: July 2, 2021

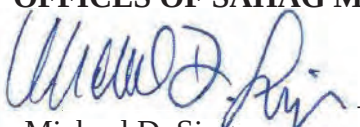
Trial date: Not set

1 TO: THE LABOR AND WORKFORCE DEVELOPMENT AGENCY, AND TO ALL  
2 PARTIES AND THEIR COUNSEL OF RECORD:

3 NOTICE IS GIVEN that on February 16, 2024, the Court issued an Amended Judgment  
4 in the above-captioned matter. A true and correct copy of this Amended Judgment is attached as  
5 Exhibit 1.

6 **COHELAN KHOURY & SINGER**  
7 **LAW OFFICES OF SAHAG MAJARIAN II**

8 Dated: March 13, 2024

By:  \_\_\_\_\_

9 Michael D. Singer

10 Rosemary C. Khoury

11 Counsel for Plaintiff GABRIELA CHAVEZ, on behalf of  
12 herself and other similarly-situated employees  
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# **EXHIBIT 1**

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18 and other similarly-situated employees

19 **SUPERIOR COURT OF CALIFORNIA**

20 **COUNTY OF MONTEREY**

21 GABRIELA CHAVEZ, on behalf of herself  
22 and other similarly-situated employees

23 Plaintiff,

24 v.

25 SCHEID VINEYARDS INC., a Delaware  
26 Corporation; and DOES 1 Through 10,  
27 inclusive,

28 Defendants.

ELECTRONICALLY FILED BY

Superior Court of California,

County of Monterey

On 02/16/2024

By Deputy: Rimando, Errol

Case No. 21CV002126

Judge: Hon. Carrie M. Panetta

Dept: 14

**CLASS ACTION (COMPLEX)**

**[PROPOSED] AMENDED JUDGMENT**

Complaint filed: July 2, 2021

Trial date: Not set

1 The Court entered an Order Granting Final Approval of Class Action and PAGA Action  
2 Settlement and Entering Judgment on May 22, 2023 (“Final Approval Order and Judgment”)  
3 The Court now amends the Judgment. California Rules of Court, Rule 3.769(h); Code of Civil  
4 Procedure § 384(b).

5 A. The Court granted preliminary approval of the Class Action and PAGA Action  
6 Settlement, the Class Action and PAGA Settlement Agreement and Class Notice  
7 (“Agreement”) and certified a provisional settlement class on December 21, 2022.

8 B. The Court issued the Final Approval Order and Judgment on May 22, 2023,  
9 certifying the settlement class, with no Class Member opt-outs or objections, and finding the  
10 Agreement was fair, reasonable and adequate and in the best interest of Class Members.

11 C. Pursuant to the Final Approval Order and Judgment, the following terms are  
12 confirmed:

13 1. Class defined as: All current and former, hourly, nonexempt employees  
14 employed by Defendant Scheid Vineyards, Inc. in California at any time from July 2, 2017  
15 through December 31, 2022.

16 2. Aggrieved Employees are defined as: any current or former, hourly, nonexempt  
17 employee employed by Defendant Scheid Vineyards, Inc. in California at any time during the  
18 period from July 2, 2020 through December 31, 2022 (“PAGA Period”).

19 3. Operative Complaint: First Amended Complaint filed by Plaintiff with this  
20 Court on September 7, 2021.

21 IT IS ORDERED, ADJUDGED AND DECREED as follows:

22 Plaintiff Gabriela Chavez, Participating Class Members, and Aggrieved Employees  
23 shall take nothing from Defendant Scheid Vineyards, Inc. or any of its former and present  
24 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,  
25 subsidiaries, and affiliates except as provided in the Agreement, the Final Approval Order and  
26 Judgment, and the Amended Judgment. The Gross Settlement Amount (“GSA”) generated by  
27 the Settlement is \$1,250,000.00. By its Final Approval Order and Judgment, the Court  
28 authorized the following distributions from the GSA: (1) \$300,000.00 for attorneys’ fees and

1 \$12,758.59 in litigation costs to Cohelan Khoury & Singer and Law Offices of Sahag Majarian  
2 II; (2) \$7,500.00 Class Representative Service Award to Plaintiff Gabriela Chavez; (3)  
3 \$9,500.00 in settlement administration fees and expenses to CPT Group, Inc. and (4)  
4 \$93,750.00 to the Labor and Workforce Development Agency as its share of civil penalties  
5 under the Private Attorneys General Act. Following those distributions, the remaining Net  
6 Settlement Amount was mailed to Participating Class Members and Aggrieved Employees, as  
7 provided for in the Agreement and Final Approval Order and Judgment.

8 Pursuant to the terms of the Agreement, Participating Class Members and Aggrieved  
9 Employees had 190 days to cash settlement checks. Any unclaimed funds from uncashed  
10 checks shall distributed to the designated *cy pres* beneficiary, Legal Aid at Work.

11 Plaintiff and all Participating Settlement Class Members, on behalf of themselves and  
12 their respective former and present representatives, agents, attorneys, heirs, administrators,  
13 successors, and assigns, irrevocably and unconditionally released the Defendant and Released  
14 Parties from all claims that were alleged, or reasonably could have been alleged, based on the  
15 allegations stated in the Operative Complaint and ascertained in the course of the Action.

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

23 The Settlement is not an admission of liability by Defendant Scheid Vineyards, Inc. or  
24 any of its former and present directors, officers, shareholders, owners, attorneys, insurers,  
25 predecessors, successors, assigns, subsidiaries, and affiliates, ("Released Parties"), nor is this  
26 Order or Amendment Judgment a finding that any claim in the Action against Defendant or  
27 Released Parties is valid. Neither this Order or Amendment Judgment, nor the Settlement, may  
28 be construed as, or used as an admission of any fault, wrongdoing or liability by Defendant or

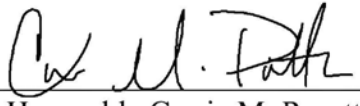
Released Parties. Entering into or carrying out the Settlement, and related negotiations, shall not be offered in evidence against Defendant or Released Parties in any action or proceeding in any court, administrative agency or other tribunal for any purpose other than to enforce this judgment. Notwithstanding these restrictions, Defendant and Released Parties may file in the Action or any proceeding, this Order or Amendment Judgment, the Settlement, or any papers on file in the Action, to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense.

The Court directs that, upon receipt of this Amended Judgment, CPT Group, Inc. shall pay the sum of \$8,734.19, which represents the total of all settlement checks that remain uncashed as of the date of this Amended Judgment, to the approved *cy pres* beneficiary, Legal Aid at Work.

The document shall be an amendment to the Final Approval Order and Judgment. California Rules of Court, Rule 3.769(h); Code of Civil Procedure § 384(b).

IT IS SO ORDERED.

Date: 2/15/2024

  
The Honorable Carrie M. Panetta  
Judge of the Superior Court