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Attorneys for Plaintiff MICHAEL HILLSTROM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF NAPA

MICHAEL HILLSTROM, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

CONSTELLATION BRANDS, INC., a
Delaware Corporation; TPWC, INC., a
Delaware Corporation; ROBERT MONDAVI
WINERY, a California Corporation;
CONSTELLATION BRANDS U.S.
OPERATIONS, INC., a New York
Corporation; FRANCISCAN VINEYARDS,
INC., a Delaware Corporation;
CONSTELLATION WINES U.S., INC., a
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 22CV000006

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT**

Date: April 19, 2024
Time: 9:30 a.m.

Judge: Hon. Cynthia P. Smith
Dept.: A

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff MICHAEL HILLSTROM, (hereafter "Plaintiff") in this wage and hour class and
6 representative action filed against Defendant Constellation Brands, Inc. ("Constellation Brands, Inc."),
7 and Defendant TPWC, Inc. ("TPWC") (Collectively referred to as "Defendants").

8 2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of
9 Class Action and PAGA Settlement and Plaintiff's Motion for Class Counsel Award and Service
10 Award.

11 3. Attached hereto as **Exhibit "1"** are true and correct copies of the fully executed Class
12 and Representative Action Settlement Agreement (hereinafter "Agreement"). Attached as Exhibit A to
13 the Agreement is a true and correct copy of the court-approved Class Notice.

14 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed November
15 30, 2023, Preliminary Approval Order.

16 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the November 1, 2023, proof
17 of filing the proposed Settlement with the LWDA.

18 6. Attached hereto as **Exhibit "4"** is true and correct copy of the March 26, 2024, proof of
19 filing this motion seeking final approval of this Settlement with the LWDA.

20 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's
21 "Transaction Summary" detailing the JCL Law Firm, APC's actually incurred litigation expenses for
22 this matter as of March 25, 2024. As shown in detail in the attached transaction summary, the JCL Law
23 Firm, APC, incurred a total of \$8,683.444 in litigation costs prosecuting this action. These costs are
24 exclusive of the costs incurred by co-counsel Zakay Law Group, APLC.

25 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the JCL Law Firm, APC's
26 "Time and Billing Journal" detailing the JCL Law Firm APC's total hours and fees for this matter as of
27 March 25, 2024. Each entry was made contemporaneously and in the ordinary course of the JCL Law
28

1 Firm, APC's usual course of business. The attached Time and Billing Journal shows that the JCL Law
2 Firm, APC billed a total of 485.18 hours for a total of \$224,477.50 successfully litigating this action.

3 9. Attached hereto as **Exhibit "7"** is a true and correct copy of the JCL Law Firm, APC's
4 "Firm Resume" detailing the credentials of Class Counsel and a summary of cases on which counsel
5 has acted as class and representative action counsel.

6 **I. INTRODUCTION**

7 10. An objective evaluation of the proposed settlement of \$2,500,000.00 ("Gross Settlement
8 Amount") confirms that the relief negotiated on behalf of the Class is fair, reasonable, and valuable.
9 The Settlement is a product of informed, adversarial, and non-collusive negotiations, between
10 experienced counsel, guided by the wisdom and experience of Jeffrey Ross, Esq., an experienced
11 mediator. After deducting any Court-approved Class Counsel Award, Service Award, Settlement
12 Administration Costs, and payments to the Labor & Workforce Development Agency ("LWDA"), the
13 Net Settlement Amount shall be distributed to the Settlement Class Members based on the number of
14 Workweeks they worked while employed by Defendants during the Class Period. ***The Settlement Class***
15 ***greeted news of the Settlement with overwhelming approval as 99.76% of the Settlement Class***
16 ***Members chose to participate in the Settlement.*** There are two opt-outs and zero objections to the
17 Settlement.¹ The high approval by the Settlement Class evidences the clear fairness and reasonableness
18 of the Settlement.

19 11. The relief offered by the Settlement is immediate and is particularly impressive when
20 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
21 *infra*). As discussed below, the proposed Settlement satisfies all criteria for final settlement approval
22 under California law and falls well within the range of reasonableness.

23 12. As discussed below, the proposed Settlement satisfies all criteria for final settlement
24 approval under California law and falls well within the range of reasonableness. Accordingly, the Class
25 Representative and Class Counsel respectfully request this Court grant final approval of the Agreement
26 and, entry of the proposed Final Approval Order and Judgment.

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1 Cathleen Gray and Valerie Varachi opted out of the settlement.

II. OVERVIEW OF THE LITIGATION

13. Defendants produce and market beer, wine and spirits, including in Napa County, where Plaintiff worked. Plaintiff was employed by Defendants from 2008 to approximately June of 2022, as a non-exempt employee. Declaration of Michael Hillstrom (“Hillstrom Dec.”) at ¶ 3. Plaintiff alleges that he and class members were denied legally compliant meal and rest periods, that Defendants failed to pay for all time worked, failed to pay minimum wages and overtime wages, that Defendants miscalculated the regular rate of pay for purposes of overtime, sick pay and meal premiums, that Defendants did not provide compliant wage statements, that Defendants did not reimburse Plaintiff and class members for necessary business expenses and that Defendants did not timely pay Plaintiff and class members wages during employment and at separation. all times during his employment. Throughout his employment, Plaintiff was subject to Defendants’ written policies and procedures contained in, among other documents, the “Employee Handbook.”

14. Defendants deny liability for each of Plaintiff’s claims. Further, Defendants asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff’s claims, including but not limited to, facially compliant meal and rest period policies, compliant wage statements, compliant reimbursement practices, and they maintain that they timely paid all wages due upon separation of employment.

15. On October 27, 2021, Plaintiff served Defendants and the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA Notice set forth the facts and theories supporting Defendants’ alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 *et seq* (“PAGA”).

16. On January 3, 2022, Plaintiff filed a class action complaint in the Napa County Superior Court, Case No. 22CV000006 (“Class Action”). The Class Action alleged ten causes of action against Defendants for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 17200, *et. seq.*; (2) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide Required

1 Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5)
2 Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the
3 Applicable IWC Wage Order; (6) Failure to provide accurate itemized statements in violation of
4 California Labor Code §226; (7) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§
5 201, 202, and 203; and (8) Failure to Reimburse for Required Expenses in violation of Cal. Lab. Code
6 § 2802; (9) Unpaid sick pay in violation of California Labor code §246, and (10) Violation of the Private
7 Attorneys General Act (Labor Code § § 2698, et. Seq.).

8 17. In March and April of 2022, Plaintiff propounded written discovery to Defendants. Soon
9 thereafter, the Parties agreed to mediate the Action. The Parties also agreed to stay the action including
10 formal discovery, pending mediation. The Parties attended an initial mediation on February 27, 2023,
11 with mediator Jeffrey Ross, an experienced mediator who has mediated numerous wage-hour class
12 actions. The mediation was not successful. The Parties agreed to attend a second mediation, which
13 took place on April 27, 2023. In preparation for the mediations, the Parties agreed to informally produce
14 additional documents and data points subject to the mediation privilege, including but not limited to
15 relevant wage and hour policies and procedures, such as meal and rest break policies, and sample time
16 and payroll records for the Class. Plaintiff's counsel retained the forensic consultants at Berger
17 Consulting Group ("BCG") to analyze Defendants' time and payroll data.

18 18. After the April 27, 2023, mediation session, the Parties reached the basic terms of a
19 settlement, and thereafter signed a binding Memorandum of Understanding. Thereafter, the Parties
20 drafted and negotiated a long-form settlement agreement.

21 19. The Court preliminarily approved a Gross Settlement Amount of \$2,500,000.00 on
22 November 30, 2023. The Gross Settlement Amount shall be used: (1) to satisfy Individual Settlement
23 Payments; (2) to satisfy the Service Award; (3) to satisfy the Class Counsel Fees and Costs Award; (4)
24 to satisfy the PAGA Payment; and (5) to satisfy the Settlement Administration Costs incurred in this
25 action.

26 20. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
27 the class and should be granted final approval. This is evidenced by the unanimous approval of the
28 Settlement by the Settlement Class and absence of any objections to the Settlement.

1 21. Further supporting final approval, the average Individual Settlement Payment of
2 **\$1,810.30** is comparable to settlement payments in similar wage and hour class actions. This result is
3 particularly favorable considering that liability and certification were far from certain. Given the
4 complexities of this case, the defenses asserted, the uncertainty of class certification, along with the
5 uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable, and adequate, and
6 should be granted final approval.

7 **V. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

8 **A. Class Counsel Conducted a Thorough Investigation.**

9 22. As detailed in the motion for preliminary approval, Class Counsel thoroughly
10 investigated the proposed Class Members' claims, applicable law, and potential defenses. Months
11 before filing the Action, Class Counsel began its pre-filing investigation into the Plaintiff's complaints.
12 Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the
13 interview process, the Plaintiff produced documents related to his employment, including portions of
14 his time and payroll records. At the conclusion of the interviews, Class Counsel determined that
15 Plaintiff's complaints justified further inquiry.

16 23. Class Counsel subsequently requested Plaintiff's employee files from Defendants. In
17 response, Defendants produced hundreds of pages of documents, including but not limited to, copies of
18 Defendants' written policies and Plaintiff's hiring documents and payroll and time records. Class
19 Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate
20 Plaintiff's claim that Defendants' failed to, among other things, provide compliant meal and rest
21 periods, to provide accurate wage statements, to compensate overtime wages at the correct regular rate
22 of pay, and to reimburse for mandatory business expenses.

23 24. Specifically, Class Counsel assessed the value of the class claims using data and
24 documents provided by Defendants through informal discovery. Class Counsel obtained a sampling of
25 aggregate time and payroll data for class members, job descriptions, compensation reference guides,
26 incentive compensation plans, meal period waivers, aggregate meal premium data, and meal and rest
27 policy records for the Class Members, aggregate workweek and pay period data, class demographics,
28 Plaintiff's personnel file, time and pay documents, W-2's, hiring documents, signed policies and

1 acknowledgements and copies of applicable handbooks for all class members containing, *inter alia*,
2 compensation, timekeeping, and meal and rest period policies. In total, Class Counsel reviewed more
3 than 2,000 pages of documents and more than 2 million unique cells of time and payroll data.

4 25. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
5 Members' payroll and time data. BCG provides data analysis and damage modeling consulting
6 services, specializing in wage and hour class actions. BCG's team of financial and data analysts are
7 credentialed and experienced experts in their fields and have provided their expertise on thousands of
8 cases.

9 26. BCG analyzed Defendants' time and payroll data to assist in the development of various
10 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
11 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
12 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
13 meal and rest periods, the amount of unpaid wages, the amount of unreimbursed expenses, the amount
14 of unpaid overtime, the amount of unreimbursed business expenses, and the amount of missed meal and
15 rest period premiums paid during the Class Period.

16 27. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
17 determining Plaintiff's suitability as a putative class representative through interviews, background
18 investigations, and analysis of his employment files; (2) evaluating all of Plaintiff's potential claims;
19 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
20 and the type of employer; (4) analyzing the Class Member's time and payroll records; (5) analyzing
21 Defendants' labor policies and practices; (6) researching settlements in similar cases as well as
22 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
23 estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9)
24 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
25 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
26 independent assessment of the reasonableness of the terms to which the Parties have agreed.

27 28. Class Counsel only agreed to enter the Settlement following this thorough investigation
28 and evaluation of Plaintiff's claims. Based on its investigation of the facts, applicable law, and

1 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
2 associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly
3 believe this Agreement to be in the best interests of the Class Members. Because the Settlement's terms
4 are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

5 **B. The Parties Settled at Mediation.**

6 29. The Settlement is the product of two mediation sessions with respected mediator Jeffrey
7 Ross. Mediator Ross helped manage the Parties' expectations and provided a useful, neutral analysis
8 of the issues and risks to both sides. The Parties made substantial progress with Mediator Ross's
9 assistance. Namely, the Parties exchanged information regarding their respective claims and defenses,
10 including their respective evaluation of the damages. The negotiations were adversarial, conducted at
11 arms-length and tempered by the efforts of both sides to serve the interests of their clients.

12 **C. Class Counsel is Experienced in Similar Litigation.**

13 30. Plaintiff is represented by competent and experienced counsel to pursue his claims. I
14 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
15 aggrieved employees and consumers throughout California in wage and hour class actions and complex
16 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
17 Esq. (Partner/Owner), Monnett De La Torre, Esq. (Senior Associate) Sydney Castillo-Johnson, Esq.
18 (Associate Attorney), Perssia Razma (Associate Attorney), Andrea Amaya, Esq. (Associate Attorney),
19 Kendall Garald, Esq. (Associate Attorney), Tesla Stone (Senior Paralegal), Jennifer Heming
20 (Paralegal), Madelyn Uchiyama (Legal Assistant), Nicole Teller (Legal Assistant).

21 31. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
22 Employees. I have extensive experience with wage and hour class and representative actions litigation
23 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
24 litigation experience and complex construction product liability experience. I can, will and have
25 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
26 Employees throughout this action.

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1 32. I have represented consumers and employees in California class actions, and complex
2 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
3 plaintiffs' civil litigation attorney since April 2007.

4 33. I have significant class counsel and collective action counsel experience. My credentials
5 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as **Exhibit "7"**.

6 34. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
7 favorable verdict for the firm's clients.

8 35. Finally, I have published appellate experience in *William Blanchette et al., v. The*
9 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge*
10 *Holding Co. LLC* (2023) 92 Cal.App.5th 59.

11 36. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers,
12 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers,
13 Rising Star list recognizes the top 2.5% of eligible attorneys. (see
14 https://www.superlawyers.com/about/selection_process.html.)

15 **E. The Risk, Expense, Complexity and Duration of Further Litigation Favor**
16 **Settlement.**

17 37. Here, the Settlement is clearly within the "ballpark" of reasonableness because the
18 Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily
19 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
20 91 Cal.App.4th at 250. While the Gross Settlement Amount of \$2,500,000.00 represents a discount on
21 Defendants' potential exposure if Plaintiff established liability on all claims and was awarded the full
22 amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable
23 defenses raised by Defendants presented a risk that could award significantly less in damages than
24 Plaintiff's estimate and (2) any theoretical post-trial recovery may require many more years of litigation,
25 resulting in added fees and costs without any guarantee of recovery for the Class.

26 38. Although Plaintiff and Class Counsel believe that this case has merit, they recognized the
27 potential risks both sides would face if litigation of this action continued.

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1 39. With respect to the most immediate challenge, i.e., class certification, the risks attendant
2 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
3 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
4 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
5 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
6 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
7 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
8 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
9 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly
10 individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176
11 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to
12 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
13 harm); *Campbell v. Best Buy Stores, L.P.,* (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
14 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
15 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
16 certification of driver meal and rest period claims based on the predominance of individual issues).
17 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
18 factor favoring settlement.

19 40. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
20 recognizes that Defendants have factual and legal defenses that, if successful, would potentially defeat
21 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
22 drastically affect the value of Plaintiff’s claims and, in fact, already has.

23 41. Plaintiff and Class Counsel recognize the expense and length of a trial against Defendants
24 through possible appeals which could take another three years. In arriving at their informed belief that
25 the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk
26 inherent in complex actions such as this one. Class Counsel are also mindful of and recognize the
27 inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation.
28 Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted, and

1 recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory.
2 Plaintiff and Class Counsel believe that the Settlement confers substantial monetary and non-monetary
3 benefits upon the Class. Based upon their evaluation, Class Representative and Class Counsel have
4 determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair,
5 reasonable, and adequate, and should be granted final approval.

6 **F. The Gross Settlement Amount is Fair and Reasonable.**

7 42. The Gross Settlement Amount of \$2,500,000.00 in this case is fair and well within the
8 range of recognized reasonableness. As detailed at the time of preliminary approval, the Gross
9 Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being
10 settled and the various potential impediments to recovery. Class Counsel developed varied economic
11 damages models measuring Defendants' liability exposure while accounting for the uncertainties of
12 continued litigation. The various models were informed by Class Counsel's investigation, including the
13 analysis of a significant sample of time and payroll data. As detailed in greater depth during the
14 preliminary approval process, Class Counsel projected a range of Defendants' liability exposure for the
15 claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents between
16 approximately 19% of Defendants' maximum liability and approximately 32.9% of Defendants' *class-*
17 *wide* liability exposure as estimated by Class Counsel at the time of mediation.

18 43. Clearly the goal of this litigation to obtain redress for the class has been met by this
19 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
20 between experienced counsel, the settlement is entitled to final approval.

21 **VI. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004 ARE**
22 **REASONABLE**

23 44. Here, Plaintiff and Defendants negotiated a good faith PAGA Payment in the amount of
24 \$100,000 which is 4% of the Gross Settlement Amount. This amount falls well within the range of
25 approved PAGA Payment. Seventy-Five percent (75%) of the PAGA Payment (\$75,000.00) will be
26 paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA
27 Payment (\$25,000) to be distributed to the Aggrieved Employees, which is within the range of PAGA
28 Payment approved by courts and should be approved.

45. Further, on November 1, 2023, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA. On March 26, 2024, Plaintiff gave the LWDA notice of this motion seeking final approval of this settlement.

VII. CLASS COUNSEL'S REQUEST FOR FEES AND COSTS

A. LODESTAR

46. As of March 25, 2024, the JCL Law Firm, APC incurred a total lodestar of \$224,477.50 for 485.18 hours worked by attorneys and staff successfully litigating this matter. I have reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. Detailed Time And Billing Journal for the JCL Law Firm are attached hereto as Exhibit 6.

47. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC, worked a total of 301.80 hours successfully prosecuting this action for a lodestar of \$164,665.00. A true and accurate copy of the Zakay Law Group, APLC time and billing entries is attached to the Declaration of Shani Zakay, Esq. filed concurrently herewith.

48. Collectively, Class Counsel spent a total of 786.98 hours successfully litigating this matter for a total combined lodestar of \$389,142.50 and is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	485.18	\$224,477.50
Zakay Law Group, APLC	301.80	\$164,665.00
Total	786.98	\$389,142.50

49. The JCL Law Firm's rates are comparable to those judicially approved for other plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-\$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.

1 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
2 *See e.g., Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
3 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*
4 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
5 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
6 15, 2011) (Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*
7 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,
8 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-
9 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail*
10 *Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
11 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012
12 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH
13 (MEJ)(N.D. Cal.) (approving 2011 partner rates between \$825 and \$700, and associates hourly rates
14 between \$355 and \$405 an hour).

15 50. Moreover, my billing rate has been approved multiple times within the last twelve months
16 by California Superior Court judges. (*See generally Garces, et al. v. DriverDo, LLC*, Los Angeles
17 Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$550
18 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class
19 Counsel; *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-
20 00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$550 billing rate and appointed Jean
21 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Hernandez, et al. v. Parenting*
22 *Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman
23 approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as
24 Class Counsel; *Chrestensen v. Northeastern Rural Health Clinics Lassen*, Superior Court Case No.
25 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$550 billing rate and appointed Jean
26 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Rodriguez v. RM Parks Place,*
27 *Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy
28 Castillo approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm,

1 APC, as Class Counsel; *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-
2 588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$550 billing rate and appointed Jean Claude
3 Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Rodriguez v. EAH, Inc.*, Santa Cruz
4 Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$550 billing rate
5 and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel, in a
6 \$1,450,000 wage and hour class and PAGA action; *Toler v. Total Testing Solutions, LLC*, Los Angeles
7 Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$550 billing
8 rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *O'Quinn*
9 *v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon.
10 Carolyn B. Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL
11 Law Firm, APC, as Class Counsel; *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior
12 Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$550 billing rate and
13 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Repass v. The*
14 *Scion Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285285 (August 23, 2023) Hon.
15 Lauri A. Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL
16 Law Firm, APC, as Class Counsel; *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court
17 Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$550 billing rate and
18 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Mendez v. Bondz,*
19 *Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023)
20 Hon. George J. Abdallah, Jr. approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq.
21 of the JCL Law Firm, APC, as Class Counsel; *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior
22 Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$550 billing rate
23 and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Jackson v.*
24 *White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon.
25 Lauri A. Damrell approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL
26 Law Firm, APC, as Class Counsel; *DeSanctis v. Douglas Products and Packaging Company,*
27 *LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat
28 approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as

1 Class Counsel; *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No.
2 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$550 billing rate and appointed Jean
3 Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Trinh v. Precision Metal*
4 *Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October
5 16, 2023) Hon. Matthew C. Braner approved a \$550 billing rate and appointed Jean Claude Lapuyade,
6 Esq. of the JCL Law Firm, APC, as Class Counsel; *Ware v. Shake Shack Enterprises, LLC*, Alameda
7 Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$550 billing
8 rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel in a
9 \$1,330,000 wage and hour class and PAGA action.).

10 51. Further, Class Counsel will be performing additional work, including finalizing the
11 motion for final approval, attending the hearing on final approval, finalizing the orders and judgment,
12 drafting a joint motion to dismiss the related federal court action, and monitoring completion of the
13 settlement process over the course of several years. I expect this additional work will result in an
14 additional 20-30 hour of additional work and an additional lodestar between \$12,000 and \$18,000.

15 52. As part of the settlement, the parties agreed to Attorneys' Fees and Expenses of
16 \$868,333.33, comprised of \$833,333.33 for attorneys' fees (one-third of the Gross Settlement Amount)
17 and up to \$35,000.00 for reimbursement of actually incurred litigation expenses. The requested
18 attorneys' fees portion of the Class Counsel Award equal to one-third of the Gross Settlement Amount
19 are fair compensation and, respectfully, should be approved. **The requested attorneys' fees portion**
20 **of the Class Counsel Award as a percentage of the fund is supported by the overall lodestar**
21 **incurred with a modest multiplier of 2.14.** Again, this is almost identical to the multiplier approved
22 in *Laffitte* with significant work left to perform. The requested award is therefore reasonably viewed
23 by the Lodestar/Multiplier cross-check.

24 53. Class Counsel undertook complex, risky, and time-consuming wage and hour litigation
25 on a contingent basis. Further, the attorneys' fees portion of the Class Counsel Award are within the
26 historically recognized range attorneys' fees awarded in common fund class action settlements –
27 between 25% and 50% – and is supported by Class Counsel's lodestar cross-check with a reasonable
28 2.14 multiplier.

B. THE REQUESTED CLASS COUNSEL AWARD IS FAIR AND REASONABLE

54. The Agreement provides for payment of the Class Counsel Award from the common fund. Notably, after being provided with notice of the Settlement and the requested Class Counsel Award, there are only *two opt-outs and zero objections*. Nearly every member of the Settlement Class will receive his or her Individual Settlement Payment. Now, it is only equitable that the Settlement Class also pay their pro rata share of attorneys' fees at a reasonable percentage-of-recovery rate to compensate Class Counsel for their efforts in creating the common fund. Accordingly, it is well within the Court's discretion to award fees to Class Counsel under the common fund doctrine.

55. Class Counsel requests attorneys' fees in the amount of \$833,333.33 representing one-third of the Gross Settlement Amount. Class Counsel's request is consistent with many fee awards in similar wage and hour class actions. *Rodriguez v. RSI*, San Bernardino Superior Court, Case No. CIVDS2023354 (Hon. David Cohn approved Class Counsel's 33.3% attorneys' fee request in a \$1,450,000 common fund wage and hour class action settlement, which equated to Class Counsel's lodestar plus a 1.87 multiplier); *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (Hon. John P. Doyle approved Class Counsel's 33.3% attorneys' fee request plus \$15,000 in litigation costs in a \$242,500 class action settlement); *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No. 37-2018-00000747 (Hon. Kenneth Medel approved Class Counsel's 33.3% attorneys' fee request plus \$17,500 in actually incurred litigation costs in a \$386,500 common fund wage and hour class action settlement.); *Shachno et al., v. KT Hotels, LLC, et al*, San Diego Superior Case No. 37-2018-0043601-CU-OE-CTL (Hon. Gregory W. Pollack approved Class Counsel's 33.3% attorney fee request plus actually incurred litigation costs exceeding \$20,000 in a \$500,000 common fund wage and hour class action settlement.); *Moschetto v. Pillow Global, Inc.*, San Diego Superior Court Case No. 37-2017-00024031-CU-OE-CTL (Hon. John S. Meyer, approved Class Counsel's 33.3% attorney fee request plus actually incurred litigation costs exceeding \$15,000 in a \$250,000 common fund wage and hour class action settlement.); *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (Hon. Gregory W. Pollack, awarded Class Counsel 33.3% fee request and \$16,000 in litigation costs in a \$2 million common fund settlement, which equated to Class Counsel's lodestar plus at 1.62

multiplier.); *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (Hon. Thomas Garza awarded Class Counsel 33.3% fee request and more than \$17,000 in litigation costs on a \$1.75 million common fund wage and hour settlement, which equated to Class Counsel's lodestar plus a 1.67 multiplier.); *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (Hon. Bryan F. Foster awarded Class Counsel 33.3% fee request and \$22,632.93 in litigation costs and expenses on a \$1.8 million settlement, which equated at Class Counsel's lodestar plus a 1.89 multiplier.); *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (Hon. Joel Wohfeil approved Class Counsel's 33.3% on a \$360,000 common fund wage and hour class action settlement, which equated to Class Counsel's lodestar plus a 1.2 multiplier.). Moreover, the requested attorneys' fee award is in the middle of historically recognized range of attorneys' fees awarded in common fund settlements.

56. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately **\$1,506,166.70**, an average Individual Settlement Payment of **\$1,810.30**, high payment of **\$6,869.17**, and a low payment of **\$23.61**. The attorneys' fee portion of the Class Counsel Award request should be awarded based upon the Gross Settlement Amount in accordance with *Laffitte*, i.e., percentage of the fund with a lodestar cross check. As further explained below, the reasonableness of the requested attorneys' fee award of \$833,333.33 is further supported by the lodestar cross-check.

57. Because the Settlement in this case is a pure common fund case, and the percentage of the fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* supports an award based upon the percentage of the common fund. Moreover, Class Counsel's lodestar supports the requested attorneys' fees with a multiplier well within the recognized range reasonableness, and in fact, below what the California Supreme Court approved in *Laffitte*. For those reasons, and those discussed *infra*, Class Counsel respectfully requests this Court approve a Class Counsel Award in the amount of **\$868,333.33** comprised of \$833,333.33 for attorneys' fees and up to \$35,000.00 for reimbursable litigation costs.

58. Courts have consistently recognized that the results achieved are an important factor to be considered in making a fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) ("most critical factor is the degree of success obtained"). Here, after a vigorous and contentious litigation process,

1 significant monetary relief is to be provided to Settlement Class and the excellent results achieved by
2 Class Counsel through this Settlement alone justify the requested fee award. As fully briefed in
3 Plaintiff's motions for preliminary and final approval, the Gross Settlement Amount represents between
4 approximately 19% of Defendants' maximum liability and approximately 32.9% of Defendants' *class-*
5 *wide* liability exposure as estimated by Class Counsel at the time of mediation.

6 59. The likelihood of establishing liability and recovering the full amount of damages was
7 extremely remote and the Gross Settlement Amount of \$2,500,000.00 from which the Settlement Class
8 will receive an average Individual Settlement Payment of **\$1810.30**, high payment of **\$6,869.17**, and a
9 low payment of **\$23.61** represents an excellent recovery for the Settlement Class considering
10 Defendants' vigorous defense and the risks of continued litigation.

11 60. In reaching this Settlement, Class Counsel carefully considered the strength of the case
12 versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining
13 class certification through trial. Plaintiff is confident about the strength of his claims. Nonetheless,
14 Plaintiff recognizes that Defendants has factual and legal defenses that, if successful, would potentially
15 defeat or substantially impair the value of the lawsuit.

16 61. Additionally, continuing to litigate this action would require continued and extensive
17 resources coupled with significant Court time to proceed through contested certification, trial, and post-
18 trial motions, which can often take years. Furthermore, wage and hour litigation is complex and
19 expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But
20 even if Plaintiff was successful at trial, Plaintiff is acutely aware that a judgment does not end the
21 litigation. Plaintiff fully expects that Defendants would likely appeal any judgment.

22 62. Considering these issues, the Gross Settlement Amount of \$2,500,000.00 is an excellent
23 result for the Settlement Class. While the Gross Settlement Amount represents a discount on Plaintiff's
24 overall estimate of the damages, this reduction is an extremely reasonable compromise considering the
25 challenges of continued litigation, including but not limited to, maintaining class certification, and
26 establishing liability on all claims against Defendants. The Settlement commits Defendants to create a
27 Gross Settlement Amount, from which the Settlement Class will derive a ***significant financial recovery***
28 for their alleged damages and extinguish the risks of continued litigation, including a potential

1 bankruptcy and/or an appeal that would likely be filed following a judgment in Plaintiff's favor. Such
2 efforts would likely result in a delay of several years before this case would be resolved, with no
3 guarantee of recovery, whereas the Settlement provides for an average recovery of \$1,810.30, placing
4 it well within the range of reasonableness.

5 63. Furthermore, the Settlement Class greeted news of the Settlement with 99.76% of the
6 Settlement Class Members participating in the Settlement. The high approval by the Settlement Class
7 Members evidences the positive overall result of the litigation.

8 64. Moreover, Class Counsel expects to incur an additional 20-30 hours of work attending
9 the hearing on final settlement approval, administering the settlement, filing post distribution settlement
10 declarations, and drafting an amendment judgment. Class Counsel devoted considerable time and effort
11 to achieve the benefit to the Settlement Class and the requested Class Counsel Award in the amount of
12 \$868,333.33 comprised of \$833,333.33 for attorneys' fees and up to \$35,000 for reimbursable litigation
13 costs is appropriate here given the excellent results achieved.

14 65. Practice in the narrow area of wage and hour class action litigation requires skill,
15 knowledge, and experience in two distinct subsets of the law. Expertise in one does not necessarily
16 translate into expertise in the other. Class Counsel must have expertise in both. The issues presented
17 in this case required more than just a general appreciation of wage and hour law and class action
18 procedure.

19 66. For instance, the legal landscape surrounding Plaintiff's central claim, meal and rest
20 period violations is in constant flux. Nevertheless, Class Counsel successfully navigated these seismic
21 legal changes during this action in route to successfully negotiating a significant monetary
22 compensation for the Settlement Class.

23 67. The Settlement was possible only because Class Counsel was able to convince
24 Defendants that Plaintiff could potentially prevail on the contested issues regarding liability, achieve
25 class certification through trial, overcome difficulties in proof as to monetary relief and take the case to
26 trial if need be. In successfully navigating these hurdles Class Counsel displayed the necessary dual
27 skill set.

28 ///

1 68. Class Counsel undertook this litigation on a contingent-fee basis, assuming a significant
2 risk that the litigation would yield no recovery after many years of work. Unlike counsel for Defendants,
3 who are paid an hourly rate and reimbursed for their expenses on a regular basis, Class Counsel has not
4 been compensated for any time or expenses to date.

5 69. Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an
6 hourly basis and thus can obtain representation only if they can find counsel who are willing to accept
7 their case on a contingent basis and agree to advance either all or a significant portion of the costs.

8 70. Here, Class Counsel undertook this litigation on a purely contingency basis, thereby
9 bearing the risk that they would only receive remuneration for the substantial investment of time and
10 resources and hours and costs expended if Plaintiff was successful.

11 71. Additionally, in taking this case on a purely contingency basis, Class Counsel had to turn
12 away other fee generating work because the case required Class Counsel to not only devote considerable
13 time and resources to effectively prosecute and settle this action, but also wait until the Settlement is
14 fully funded before finally being made whole. Now, having overcome the obstacles surrounding
15 Plaintiff's claims and negotiated an excellent result on behalf of the Settlement Class, Class Counsel
16 should be compensated with a fee award properly reflecting these efforts.

17 72. Here, Class Counsel negotiated a one-third contingency fee arrangement, which is a
18 reasonable arrangement to obtain competent counsel in the marketplace for representation in wage and
19 hour class actions of this nature, and it is only equitable that Settlement Class who share in the excellent
20 results achieved by this Settlement bear their pro rata share of the attorney's fees award to Class
21 Counsel.

22 **C. Class Counsel's Costs**

23 73. Prior to incurring costs for filing of the Motion for Final Approval and Motion for
24 Approval of Class Counsel Award and Service Award, Class Counsel expended \$19,048.63 (JCL Law
25 Firm, APC - \$8,683.44 and Zakay Law Group, APC - \$10,365.19) prosecuting this action. The JCL
26 Law Firm's costs are reflected in the attached Exhibit "5". The Zakay Law Group, APLC's costs are
27 attached to the Declaration of Shani Zakay, Esq. filed concurrently herewith.

28 ///

1 74. All of Class Counsel's out-of-pocket expenses are the types of expenses normally charged
2 to paying clients including the following: filing fees; copying; postage; factual and legal research
3 charges; mediation fees, which were all incurred during, and were necessary for the successful
4 prosecution of, the litigation and, therefore, should be reimbursed.

5 75. Consequently, Class Counsel incurred a total of \$19,048.63 successfully prosecuting this
6 action. Class Counsel now requests reimbursement for those incurred litigation expenses and costs in
7 the amount up to \$35,000 as provided for in the Settlement Agreement and based upon Class Counsel's
8 billing records; unused costs awarded will be added to the Net/Gross Settlement Amount.

9 **D. Plaintiff's Service Award Is Reasonable and Should be Approved**

10 76. The amount of the requested Service Award to Plaintiff for \$12,500.00 is reasonable by
11 reference to the amounts that California courts (both federal and state) have repeatedly awarded in
12 similar class action settlements. *See Baker v. LA. Fitness Int'l, LLC*, No. BC438654 (L.A. County Super.
13 Ct. Dec. 12, 2012) (awarding \$10,000 enhancement payments to three of the named plaintiffs); *Blue v.*
14 *Codwell Banker Residential Brokerage Co.*, No. BC417335 (L.A. County Super. Ct Mar. 21, 2011)
15 (awarding \$10,000 enhancement payment); *Buckmire v. Jo-Ann Stores, Inc.*, No. BC394795 (L.A.
16 County Super. Ct. June 11, 2010) (awarding \$10,000 enhancement payments to the named plaintiff);
17 *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A. County Super. Ct. Oct. 3, 2013) (awarding
18 \$10,000 enhancement payment); *Ethridge v. Universal Health Services, Inc.*, No. BC391958 (L.A.
19 County Super. Ct. May 27, 2011) (awarding \$10,000 enhancement payment); *Hickson v. South Coast*
20 *Auto Insurance Marketing, Inc.*, No. BC390395 (L.A. County Super. Ct. Mar. 27, 2012) (awarding
21 \$10,000 enhancement payment); *Hill v. Sunglass Hut Int'l, Inc.*, No. BC422934 (L.A. County Super. Ct.
22 July 2, 2012) (awarding \$10,000 enhancement payments to the named plaintiffs); *Kabamba v.*
23 *Victoria's Secret Stores. LLC*, No. BC368528 (L.A. County Super. Ct. Aug. 19, 2011) (awarding
24 enhancement payments of \$ 10,000 to the named plaintiffs along with additional compensation for their
25 general release of claims); *Magee v. American Residential Services, LLC*, No. BC423798 (L.A. County
26 Super. Ct Apr. 21, 2011) (awarding \$15,000 enhancement payment); *Mares v. BFS Retail &*
27 *Commercial Operations, LLC*, No. BC375967 (L.A. County Super. Ct. June 24, 2010) (awarding
28 \$15,000 enhancement payments to the named plaintiffs); *Nevarez v. Trader Joe's Co.*, No. BC373910

(LA. County Super. Ct. Jan. 29, 2010) (awarding \$10,000 enhancement payment); *Ordaz v. Rose Hills Mortuary, LP.*, No. BC386500 (LA. County Super. Ct. Mar. 19, 2010) (awarding 10,000 enhancement payments to the named plaintiffs); *Sheldon v. AHMC Monterey Park Hospital LP*, No. BC440282 (L.A. County Super. Ct. Feb. 22, 2013) (awarding \$10,000 enhancement payment); *Silva v. Catholic Moray Services, Inc.*, No. BC408054 (L.A. County Super. Ct. Feb. 8, 2011) (awarding \$10,000 enhancement payments to the named plaintiffs); *Weisbarth v. Banc West Investment Services, Inc*, No. BC422202 (L.A. County Super. Ct. May 24, 2013) (awarding \$10,000 enhancement payment); *Zamora v. Balboa Life & Casualty LLC*, No. BC360026 (LA. County Super. Ct. Mar. 7, 2013) (awarding \$25,000 enhancement payments to the named plaintiffs); *Acheson v. Express, LLC*, No. 109CV135335 (Santa Clara County Super. Ct. Sep. 13, 2011) (awarding \$10,000 enhancement payment); *Aguilar v. Cingular Wireless, LLC*, No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 enhancement payment); *Bejarano v. Amerisave Mortgage Corp.*, No. EDCV 08-00599 SGL (Opx) (C.D. Cal. June 22, 2010) (awarding \$10,000 enhancement payment); *Carbajal v. Sally Beauty Supply LLC*, No. CIVVS 1004307 (San Bernardino Super. Ct. Aug. 6, 2012) (awarding \$10,000 enhancement payments to the named Plaintiffs); *Contreras v. Serco Inc.*, No. 10-cv-04526-CAS-JEMx (CD. Cal. Sep. 10, 2012) (awarding \$10,000 enhancement payment); *Guerrero v. R.R. Donnelley & Sons Co.*, No. RIC 10005196 (Riverside Super. Ct July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk v. ADT Security Services, Inc.*, No. CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG Maxaria Int'l Holdings, Inc.*, No. JCCP 4582 (Orange County Super. Ct Jan. 24, 2013) (awarding \$10,000 enhancement payment); and *Barrett v. Doyon Security Services, LLC*, Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010) (awarding \$10,000 enhancement payment).

77. Additionally, Class Counsel and Class Representative Michael Hillstrom (hereinafter “Plaintiff” or “Class Representative”), respectfully requests this Court approve the Service Award in the amount of \$12,500.00. The Class Representative faithfully and dutifully performed his role on behalf of the Settlement Class. The Class Representative dedicated valuable time and assisted in the successful prosecution of this action. Further, the Class Representative granted Defendants a general release.

78. Further, after administering notice of this settlement, not one of the 832 Class Members objected to the requested Service Award. Again, the unanimous consent favors the Court's approval of the requested Service Award.

79. Equally important, the time effort and services provided to the Settlement Class justifies the requested Service Award. The Class Representative performed his duties to the Settlement Class admirably. Plaintiff worked extensively with Class Counsel over the course of the twenty-six months of investigation and litigation. For instance, Plaintiff also assisted with the review of documents, preparation of pleadings, and location of witnesses. Similarly, Plaintiff searched, located, and produced several documents in connection with the litigation and assisted Class Counsel in preparation of the complaint and mediation brief.

80. Additionally, Plaintiff remained available and responsive throughout the entire litigation to address all case needs. Plaintiff willingly came forward to protect and advance the rights of the Settlement Class on an important legal dispute affecting California employees. By way of example, Plaintiff assumed the serious risk of liability for Defendants' costs and potentially fees if the case was unsuccessful. Nevertheless, Plaintiff knowingly and voluntarily undertook the risk to vindicate the rights of the Settlement Class.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 26th day of March 2024, at San Diego, California.

JCL LAW FIRM, APC

By: Jean-Claude Lapuyade
Jean-Claude Lapuyade
Attorneys for Plaintiff

EXHIBIT 1

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

MICHAEL HILLSTROM and individual, on
behalf of himself and on behalf of all persons
similarly situated

Plaintiff,

v.

CONSTELLATION BRANDS, INC., a
Delaware Corporation; TPWC, INC., a
Delaware Corporation et al.

Defendants.

Case No. 22CV000006

**CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AGREEMENT**

This Class and Representative Action Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Michael Hillstrom (“Plaintiff” or “Class Representative”) on the one hand, individually and on behalf of the Settlement Class and PAGA Members (as defined below), by and through his counsel of record, JCL Law Firm, APC and Zakay Law Group, APLC (collectively, “Class Counsel”), and Defendants Constellation Brands, Inc. and TPWC, Inc. (collectively “Defendants”) on the other hand, by and through their counsel of record, Seyfarth Shaw LLP, subject to the approval of the Court, as provided below. This Settlement Agreement is intended by Plaintiff and Defendants to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions herein, as follows:

1. **Definitions.**

As used herein, for the purposes of this Settlement Agreement only, the following terms shall be defined as set forth below:

- 1.1 “Action” refers to the civil action entitled: *Michael Hillstrom v. Constellation Brands, Inc., TPWC, Inc., et al.*, California Superior Court, County of Napa, Case No. 22CV000006.
- 1.2 “Class” or “Class Members” refers to all current and former non-exempt employees of Defendants in the State of California at any time during the Class Period.
- 1.3 “Class Counsel” refers to JCL Law Firm, APC and Zakay Law Group, APLC.
- 1.4 “Class Counsel Fees and Costs Award” refers to costs incurred and attorneys’ fees sought by Class Counsel and agreed upon by the Parties for Class Counsel’s litigation and resolution of this Action, subject to Court approval.
- 1.5 “Class Settlement Notice” refers to the form of direct-mail notice to Class Members substantially in the form attached hereto as **Exhibit A**, as may be modified by the Court, entitled the Notice of Settlement of Class Action And Fairness Hearing.
- 1.6 “Class Member Payment” shall refer to the amount paid to a Settlement Class Member who does not submit a timely or valid request to opt out of the settlement, as set forth in Paragraph 16 below.
- 1.7 “Class Period” refers to between January 3, 2018 through July 27, 2023. The Class Period shall be the Release Period.
- 1.8 “Class Representative” and “Plaintiff” refers to Michael Hillstrom.

- 1.9 “Operative Complaint” refers to the Complaint filed by Plaintiff on January 3, 2022 in the Action in the Superior Court of the State of California, County of Napa.
- 1.10 “Response Deadline” refers to a date that is forty-five (45) calendar days after the date that the Class Action Settlement Notice is initially mailed to Class Members, and is the deadline by which Class Members’ requests to opt out or objections must be postmarked in order to be timely.
- 1.11 “Fairness Hearing” refers to the hearing at which the Court will make a final determination whether the terms of the Settlement Agreement are fair, reasonable, and adequate for the Class and meet all applicable requirements for approval.
- 1.12 “Final Approval Order” refers to the final order by the Court approving the Settlement following the Fairness Hearing.
- 1.13 “Effective Date” refers to the date the Court’s order approving the settlement and judgment thereon (“Judgment”) becomes final. For purposes of the Settlement Agreement, the Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (i.e., 61 calendar days after notice of entry of the Court’s Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
- 1.14 “Gross Settlement Amount” (also referred to herein as “GSA”) refers to the maximum settlement payment Defendants shall be obligated to make: Two Million, Five Hundred Thousand Dollars and No Cents (\$2,500,000.00). The GSA shall include all Class Member Payments made to Settlement Class Members, the Court-approved Service Award to the Class Representative, the Court-approved Settlement Administration Costs, the Court-approved Class Counsel Fees and Costs Award, and the Court-Approved PAGA Amount for a release of all Private Attorneys General Act claims as set forth below. It shall expressly exclude employer's share of payroll taxes on the amounts allocated to claims for unpaid wages, which shall be paid separate, apart and in addition to the GSA by Defendants. The GSA is non-reversionary.
- 1.15 “Judgment” means the judgment entered by the Court based upon the Final Approval.

- 1.16 “Net Settlement Amount” (also referred to herein as “NSA”) shall be defined as the GSA minus the Court-approved Service Award to the Class Representative, the Court-approved Settlement Administration Costs, the Court-approved Class Counsel Fees and Costs Award, and the PAGA Amount. The NSA is the maximum amount that shall be available for distribution to and on behalf of Class Members for Class Member Payments.
- 1.17 “PAGA Period” refers to October 30, 2020 through July 27, 2023.
- 1.18 “PAGA Amount” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that One-Hundred Thousand Dollars (\$100,000) of the Gross Settlement Amount will be allocated to the resolution of the State of California’s and any PAGA Members’ claims arising under PAGA. Pursuant to PAGA, 75%, or Seventy-Five Thousand Dollars and No Cents (\$75,000), of the PAGA Amount will be paid to the LWDA (“LWDA Payment”), and 25%, or Twenty-Five Thousand Dollars (\$25,000), of the PAGA Amount will be paid to PAGA Members (“PAGA Member Payment”). The pro rata portion of the PAGA Member Payment made to PAGA Members shall be determined by dividing the total number of pay periods worked during the PAGA Period into the PAGA Member Payment made to PAGA Members to arrive at a value per pay period for each eligible PAGA Member. The value per pay period shall be multiplied by the number of pay periods worked by each PAGA Member during the PAGA Period.
- 1.19 “PAGA Members” refers to all current and former non-exempt employees of Defendants in the State of California at any time during the PAGA Period.
- 1.20 “PAGA Notices” means Plaintiff’s letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21 “Parties” refers to Plaintiff Michael Hillstrom, and Defendants Constellation Brands, Inc. and TPWC, Inc. collectively.
- 1.22 “Plaintiff’s Released Claims” are those claims defined in Paragraph 13.3 that are released solely by Plaintiff against the Released Parties.
- 1.23 “Preliminary Approval” refers to the date the Court grants preliminary approval of the Settlement.

- 1.24 "Preliminary Approval Order" refers to the Court's Order granting Preliminary Approval of the Settlement.
- 1.25 "Released Claims" are those claims defined in Paragraph 13 that, where applicable, are released by Settlement Class Members, the State of California, and PAGA Members. Released Claims excludes claims brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of *Gregoria Cruz v. Constellation Brands U.S. Operations, Inc.* pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208
- 1.26 "Released Parties" means: Defendants Constellation Brands, Inc., TPWC, Inc. and their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of their owners, shareholders, members, officers, directors, exempt employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them. The Released Parties does not include Constellation Brands U.S. Operations Inc., solely with regard to the claims brought against it by the putative class in the pending action of *Gregoria Cruz v. Constellation Brands U.S. Operations, Inc.*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.
- 1.27 "Service Award" refers to the Court's award of a monetary payment to Plaintiff for his services as Class Representative as described in Paragraph 7, to be paid from the Gross Settlement Amount, and in return for executing Plaintiff's Released Claims as set forth in Paragraph 13.
- 1.28 "Settlement" refers to the settlement of the Action on behalf of the Settlement Class under the terms and conditions set forth in this Settlement Agreement.
- 1.29 "Settlement Administration Costs" refers to the costs that the Parties agree to pay the Settlement Administrator, subject to Court approval, for its fees and costs to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement. The Parties anticipate that the Settlement Administration Costs will not exceed \$13,000.00.
- 1.30 "Settlement Administrator" refers to the third-party administrator mutually selected by the parties, subject to Court approval, to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement. The Parties agree to use Atticus Administration subject to Court approval. The Parties

and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 1.31 “Settlement Class” or “Settlement Class Members” refers to all Class Members, or individual Class Members as defined in Paragraph 1.2 who do not request to opt out of the Settlement pursuant to Paragraph 16 of this Settlement Agreement.
- 1.32 “Workweek” shall be defined the same as defined by Defendant with regard to its payment of wages to Class Members during their employment. For purposes of this Settlement. A Class Member that works any time in a Workweek will be credited for a full workweek of employment for that Workweek.

2. Procedural History and Recitals.

- 2.1 On or about October 27, 2021, Plaintiff sent a letter to the LWDA (LWDA Letter) thereby authorizing him to represent the State of California as a private attorney general for the purposes of PAGA after the expiration of the applicable 65-day exhaustion period. Plaintiff filed the Operative Complaint in the Action on or about January 3, 2022.
- 2.2 Plaintiff’s Operative Complaint alleges causes of action for: (1) unfair competition in violation of California Business & Professions Code §§ 17200 et seq; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of Labor Code §§ 510 et seq., (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (5) failure to provide required rest period in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order, (6) failure to provide accurate itemized statements in violation of California Labor Code § 226, (7) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203, (8) failure to reimburse employees for required expenses in violation of California Labor Code § 2802, (9) unpaid sick pay in violation of California Labor Code § 246, and (10) violation of the Private Attorneys General Act [Labor Code §§ 2698 et seq.].
- 2.3 On April 27, 2023, the Parties participated in a mediation session before mediator Jeffrey Ross, an experienced mediator who has mediated numerous wage-hour class actions. After the mediation session, the Parties reached the basic terms of a settlement, and thereafter signed a binding Memorandum of Understanding and

agreed to prepare this formal settlement agreement, subject to Court approval.

- 2.4 Defendants deny each of the claims in the Operative Complaint and the LWDA Letter, and further deny that they are liable to Plaintiff or the Class, or the State of California, or the PAGA Members, and further deny that, for any purpose other than settling the Action, this Action is appropriate for class or representative action treatment.
- 2.5 Prior to mediation Plaintiff obtained, through informal discovery, relevant wage and hour policies and procedures, such as meal and rest break policies, and sample time and payroll records for the Class. The Parties agree that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). Class Counsel represent that they have thoroughly investigated the class and PAGA claims against Defendants. Class Counsel represent that they have conducted their own investigation into the underlying facts, events, and issues related to the subject matter of this Action. Class Counsel represent that they have further undertaken an extensive analysis of the legal principles applicable to the claims asserted against Defendants, and the potential defenses thereto. Both Class Counsel and Defendants have had an opportunity to evaluate their respective positions on the merits of the claims asserted.
- 2.6 Class Counsel also has engaged in intensive arms-length negotiations with counsel for Defendants with a view toward achieving substantial benefits for the Class, the State of California, and the PAGA Members, while avoiding the cost, delay and uncertainty of further litigation, trial, and appellate review.
- 2.7 As a consequence of said negotiations, and of Class Counsel's investigation, analysis and discovery, Plaintiff and Class Counsel determined to enter into this Settlement Agreement on the terms and conditions hereinafter set forth, believing such Settlement to be fair, reasonable, and adequate and in the best interests of Class Members, the State of California, and the PAGA Members. Plaintiff and Class Counsel have determined to execute this Settlement Agreement and urge approval by the Court of the proposed Settlement after considering: (1) the substantial factual and legal defenses asserted by Defendants to the claims asserted in the Action; (2) the potential difficulties Plaintiff and Class Members would encounter in establishing the elements of their claims; (3) the substantial benefits that Class Members, the State of California and the PAGA Members shall receive pursuant to the proposed Settlement; (4) the fact that

the proposed Settlement ensures that Class Members shall receive relief in the most expeditious and efficient manner practicable, and thus much sooner than would be possible were the claims to be litigated successfully through trial and appeal; and (5) the fact that the proposed Settlement allows persons who would otherwise fall within the definition of the Class, if they so desire, to opt out of the Settlement and individually pursue the claims alleged in the Action. Nothing contained in this Agreement or the fact that the Parties have entered into this Agreement, establishes or presumes liability by Defendants or the Released Parties as to any individual claims by any Class Member or PAGA Member.

2.8 As set forth above, without admitting any wrongdoing or liability, Defendants are willing to agree to the terms of the proposed Settlement provided that all of the Released Claims (as defined below) are settled and compromised, in order to fully resolve all issues relating to the subject matter of the Action.

2.9 The Court has not granted class certification in this Action.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and of the release and dismissal of all Released Claims, Plaintiff, on behalf of himself and as the Class Representative on behalf of the Class, and as a private attorney general, on behalf of the State of California and the PAGA Members, Class Counsel, and Defendants agree to the terms and provisions of this Settlement Agreement, subject to the approval of the Court.

3. Stipulation to Certification and Limitation on Effect of Settlement.

3.1 The Settlement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class is appropriate or proper or that Plaintiff could establish any of the requisite elements for class or representative action treatment of any of the claims in the Action. For purposes of this Settlement only, the Parties stipulate to the certification of the Class under California Code of Civil Procedure Section 382. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated, Defendants expressly reserve all rights to challenge certification of a class and the appropriateness of representative action treatment on all available grounds.

4. Establishment of the GSA.

4.1 This Settlement shall be made on a non-claims-made basis and will be non-reversionary. Defendants shall pay a total of no more than the GSA, except as provided in Paragraph 4.2, below and for the

employer's share of payroll taxes on the amounts allocated to claims for unpaid wages, which shall be paid separate and apart from the GSA.

- 4.2 Defendants estimate that there were approximately 756 Class Members as of December 31, 2022. Defendants estimate that Class members worked approximately 66,717 Workweeks during the period of January 3, 2018, through April 27, 2023. If, the actual number of Workweeks worked by Class Members during the Class Period is more than five percent (5%) of this estimate – i.e., if there are more than 70,053 Workweeks worked by Class Members during the Class Period – then either the GSA will be increased by the same proportion above 70,053 (i.e., if there is a 6% increase in the number of Workweeks during the Class Period, Defendants have the option to increase the GSA by 1% to cover the entire Class Period), or Defendants shall have the option to cut off the Class Period as of the date that there are 70,053 Workweeks.
- 4.3 Payment by Defendants pursuant to this Settlement Agreement shall settle for Settlement Class Members, the State of California, and PAGA Members, all Released Claims between the Released Parties and Settlement Class Members, the State of California, and the PAGA Members, including all Class Member Payments, all PAGA penalty payments to the LWDA and PAGA Members, the Court-approved Service Award to the Class Representative, the Court-approved Settlement Administration Costs, and the Court-approved Class Counsel Fees and Costs Award.

5. Calculation of the NSA and Distribution of Settlement Proceeds.

- 5.1 This Settlement shall be a “non-claims-made” settlement. Each Settlement Class Member will be entitled to a share of the NSA for the individual Class Member’s Payment in accordance with the formula set forth below. Payments will be made from the NSA only to Settlement Class Members, as set forth herein. Assuming the Court approves the maximum amounts sought to be deducted from the GSA, the NSA is estimated to be \$1,506,166.67.
 - 5.1.1 Each Settlement Class Member will be paid a portion of the NSA in accordance with the following formula:
 - 5.1.1.1 The pro rata portion of the NSA to be distributed to each Settlement Class Member shall be determined by dividing the total number of Workweeks worked during the Class Period into the NSA to arrive at a value per Workweek for each eligible Settlement Class Member. The value per Workweek shall be

multiplied by the number of Workweeks worked by each Settlement Class Member during the Class Period. For purposes of payment, Workweeks shall be determined based on hire dates, termination dates, and re-hire dates, as applicable.

5.1.1.2 The pro rata portion of the PAGA Payment made to PAGA Members shall be determined by dividing the total number of pay periods worked during the PAGA Period into the PAGA Payment made to PAGA Members to arrive at a value per pay period for each eligible PAGA Member. The value per pay period shall be multiplied by the number of pay periods worked by each PAGA Member during the PAGA Periods.

5.1.2 The amount distributed to Settlement Class Members in the form of Class Member Payments will not exceed the NSA.

5.2 Payments to Class Members pursuant to this Settlement Agreement are not intended by the Parties to be compensation for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term “benefit plan” means every ERISA “employee benefit plan,” as defined in the Employee Retirement and Income Security Act of 1974 (“ERISA”), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

6. Class Counsel Fees and Costs Award.

Class Counsel shall move for Class Counsel Fees and Costs Award contemporaneous with the motion for the Final Approval Order requesting, and to which Defendants agree to not oppose, Class Counsel Fees that is equal to or less than \$833,333.33 (i.e., one-third of the GSA), plus a Costs Award up to \$35,000.00. Defendants retain the right to oppose a request for Class Counsel Fees exceeding one-third% GSA or a request for Costs Award in excess of \$35,000.00. If the Court awards a lower amount of Class Counsel Fees or Costs Award requested by Class Counsel, the other terms of this Agreement shall apply. Should the Court approve Class Counsel Fees or Costs Award in an amount less than that set forth herein, the unapproved portion or portions shall revert to the NSA and be apportioned to Settlement Class Members as described in Paragraph 5 of this Settlement Agreement. The awards of Class Counsel Fees or Costs Award in the amounts

sought is not a material term of this Agreement and the award of any of these items at less than requested by Class Counsel does not give rise to a basis to abrogate this Agreement.

7. Service Awards.

Class Counsel shall file a motion requesting a Service Award. Defendants agree not to object to a Service Award up to \$12,500.00 to Plaintiff from the GSA in consideration for serving as Class Representative and in exchange for Plaintiff's Released Claims. Defendants retain the right to object to a request for a Service Award in excess of this amount. If the Court awards a lower amount for the Service Award requested by Plaintiff's counsel, the other terms of this Agreement shall apply. Should the Court approve a Service Award in an amount less than that requested by Plaintiff, the unapproved portion or portions shall revert to the NSA and be apportioned to Settlement Class Members as described in Paragraph 5 of this Settlement Agreement. The award of a Service Award in the amount sought is not a material term of this Agreement and the award of an amount less than requested by Plaintiff does not give rise to a basis to abrogate this Agreement.

8. PAGA Amount.

Subject to Court approval, the Parties agree that the amount of One-Hundred Thousand Dollars and No Cents (\$100,000.00) of the GSA will be allocated to the resolution of any claims arising under PAGA. Pursuant to PAGA, 75%, or Seventy-Five Thousand Dollars and No Cents (\$75,000), of the PAGA Amount will be paid to the LWDA ("LWDA Payment"), and 25%, or Twenty-Five Thousand Dollars and No Cents (\$25,000), of the PAGA Amount will be paid to PAGA Members based on the number of pay periods worked by any individual PAGA Member in relation to the number of pay periods worked by all PAGA Members during the PAGA Period ("PAGA Members Payment"). Defendants retain the right to oppose a request for a PAGA Amount exceeding this amount. If the PAGA Amount approved by the Court is less than the specific amount, it does not give rise to a basis to abrogate this Settlement Agreement. Any unapproved amount of the PAGA Amount shall be allocated to the NSA and be apportioned to Settlement Class Members as described in Paragraph 5 of this Settlement Agreement.

9. Costs of Settlement Administration.

The Parties agree to mutually select Atticus Administration as the Settlement Administrator in this Action. This administration duty shall include without limitation, setting up an Qualified Settlement Fund for funding of the Settlement, obtaining tax identification number(s) for Defendants applicable to the Settlement, calculating the Class Member Payments, PAGA Member payments, performing an initial National Change of Address ("NCOA") search upon receipt of the Class Member mailing addresses, mailing the Notice Packets, performing one skip trace on Notice Packets, returned as undeliverable, establishing a hotline

telephone number to communicate with Class Members about the Settlement, reviewing and processing requests to opt out of the settlement, reviewing and submitting to Class Counsel and Defendants' counsel any received objections, mailing the Class Members Payments and tax forms to the Settlement Class Members, and making all required distributions to Settlement Class Members, the State of California and PAGA Members. The Settlement Administrator will report payment of the individual Class Member Payments and PAGA Members to all required taxing and other authorities, and requisite reporting documentation to the applicable taxing agencies, and issue Internal Revenue Service Forms 1099. The Settlement Administrator will establish a Qualified Settlement Fund ("QSF"), pursuant to U.S. Treasury Regulation Section 468B(g) of the Internal Revenue Service for the purposes of administering the Settlement. All Settlement Administration Costs shall be taken from the GSA. The Parties expect Settlement Administration Costs to not exceed \$13,000.00. Any unapproved amount of Settlement Administration Costs shall be allocated to the NSA and apportioned to the Class Members as described in Paragraph 5 of this Settlement Agreement. The award of Settlement Administrator Costs in the amount sought is not a material term of this Agreement and the award of an amount less than requested by Plaintiffs does not give rise to a basis to abrogate this Agreement.

The Settlement Administrator will establish and maintain and use an internet webpage hosted on the Settlement Administrator's website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Settlement Notice, the Motion for Final Approval, the Motion for Class Counsel Fees and Costs Award and Service Awards, the Final Approval and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

10. Payment Procedure.

- 10.1 Funding the Settlement. Within 10 (ten) business days after the Effective Date, Defendants will deposit money into an account, through the Settlement Administrator, in an amount equal to the GSA and the employer's share of payroll taxes on the amounts allocated to claims for unpaid wages.
- 10.2 Employer Identification Number. The Settlement Administrator will obtain a separate Employer Identification Number to be used for purposes relating to the settlement fund including calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 10.3 Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a

Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

- 10.4 Payments to Class Members, Class Counsel, Class Representatives, and Taxing Authorities. Within 10 (ten) calendar days after the funding of the Settlement, the Settlement Administrator will pay via check (the “Class Member Payment check”): (1) the NSA to the Settlement Class Members per the terms of this Settlement Agreement and the Final Approval Order; (2) the Court-approved Class Counsel Fees and Costs Award; (3) the Court-approved Settlement Administration Costs; (4) the Court-approved Service Award to the Class Representative; and (5) the Court-approved PAGA Amount to the proper State authority and the PAGA Members. The Settlement Administrator shall also, within the time periods prescribed by law and/or regulations, remit all applicable tax withholdings (if any) to the appropriate taxing authorities. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.
- 10.5 Uncashed Class Payments. In the event that a Class Member Payment check as calculated set forth in Paragraph 5 is not cashed within 180 calendar days from the date initially mailed by the Settlement Administrator, such funds shall escheat to the State and shall be sent by the Settlement Administrator to the State Controller’s Office, Unclaimed Property Division, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). In such event, release of Released Claims will remain binding upon the affected Settlement Class Member. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date.
- 10.6 Returned Checks. With respect to those Settlement Class Members whose checks are undelivered without USPS forwarding address, the Settlement Administrator must investigate and search for their mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact with Settlement Class Members. Within 7 days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the steps provided above. The Settlement Administrator need not take further steps to deliver checks to Class Settlement Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any

Settlement Class Member whose original check was lost or misplaced, requested by the Settlement Class Member prior to the void date, unless the Settlement Class Member's check has already been cashed.

11. Tax Treatment.

- 11.1 Tax Treatment of Claimed Portion of Settlement Payments. One-third (1/3) of the NSA attributable to the Class settlement award will be allocated to the settlement of disputed claims for wages, and two-thirds (2/3) of the NSA attributable to the Class Settlement Award will be allocated to the settlement of disputed non-wage claims – i.e. penalties and interest. The Settlement Administrator will issue to Settlement Class Members a form W-2 for all amounts attributable to disputed wage claims, making all deductions and withholdings required by law and a form 1099 for all amounts attributable to disputed non-wage claims. The Settlement Administrator will issue to the PAGA Members a form 1099 for all amounts attributable PAGA Payments. Settlement Class Members and PAGA Members shall assume full responsibility and liability for the payment of taxes due on payment amounts allocated to the settlement of disputed non-wage claims and PAGA payments.
- 11.2 Tax Treatment of Class Representative Service Award. Plaintiff will receive an IRS Form 1099 for his individual Service Award, and will be responsible for payment of any taxes owing on said amount. Plaintiff shall assume full responsibility and liability for the payment of taxes due on such Service Award
- 11.3 Tax Treatment of Attorneys' Fees And Cost Award. Class Counsel will receive an IRS Form 1099 for any amount awarded to Class Counsel in the Class Counsel Fees or Costs Awards and will be responsible for payment of any taxes owing on said amounts. Class Counsel shall assume full responsibility and liability for the payment of taxes due on such amounts.
- 11.4 No Tax Advice. Plaintiff and Class Counsel acknowledge that Defendants are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement. Each Settlement Class Member and PAGA Member agrees to indemnify, and hold harmless Defendants and their counsel, from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

12. Resolution of Disputes Relating to Amounts Owed to a Settlement Class Member.

If a Settlement Class Member timely disputes the number of Workweeks listed on the Class Settlement Notice, the Settlement Administrator will review any documentation provided by the Settlement Class Member, as well as records for the Settlement Class Member provided by Defendants, to determine whether there was an error in the number of Workweeks calculated, and adjust any payment to be allocated if necessary. In the absence of definitive documentation provided by the Settlement Class Member, the Settlement Administrator's Workweek calculation based on the Class Data as defined in paragraph 14.2.1 below, shall be determinative for purposes of calculating the number of Workweeks during the Class Period, and number of pay periods during the PAGA Period.

13. Releases.

Upon full payment by Defendants of the GSA to the Settlement Administrator, and in exchange for the consideration set forth in this Settlement Agreement, Plaintiff, the Settlement Class Members, and PAGA Members agree to release those claims set forth herein as applicable.

- 13.1 Release by Settlement Class Members: All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, restitution, actions or causes of action of whatever kind or nature, contingent or accrued, and irrespective of theory of recovery, that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action or PAGA Notices, arising during the Class Period, except for claims for PAGA penalties which are separately released herein below. The released claims include, but are not limited to, claims for failure to pay sick time pay at the correct rate, failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to furnish accurate wage statements, failure to pay final wages upon separation of employment, claims related to payment of wages based on failure to properly calculate the regular rate of pay, failure to reimburse business expenses, claims derivative and/or related to these claims, liquidated damages, conversion of wages, and claims under the UCL (Business and Professions Code Section 17200 et seq.) arising from the Labor Code violations released herein. This release excludes claims brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending

action of *Gregoria Cruz v. Constellation Brands U.S. Operations*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.

- 13.2 Release by PAGA Members: All PAGA Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns and the State of California are deemed to release, the Released Parties from all claims for penalties under PAGA during the PAGA Period that were or could have been alleged in the Action based on the facts or claims alleged in any version of the complaint or enumerated in the LWDA Letter irrespective of the underlying theory of recovery supporting the claim for PAGA penalties. This release excludes claims brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of *Georgia Cruz v. Constellation Brands U.S. Operations*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.
- 13.3 In addition to the foregoing releases, Plaintiff agrees to a general release of all claims, known or unknown, in favor of Defendants and the Released Parties. This general release will include a waiver of rights under section 1542 of the California Civil Code. Plaintiff makes this release understanding the significance of this waiver. Section 1542 provides:
- “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”
- 13.4 Plaintiff warrants and represents that he has not assigned or, transferred, to any person or entity any of Plaintiff’s Released Claims or any rights, claims, or causes of action arising out of Plaintiffs’ Released Claims. In addition, Plaintiff shall defend, hold harmless, and indemnify the Released Parties, or any of them, from and against any claims, damages, litigation, causes of action, and expenses, including reasonable attorneys’ fees, resulting from any breach by Plaintiff of this warranty and representation, or any breach by Plaintiff of his release of Plaintiff’s Released Claims.

- 13.5 Prohibition on Subsequent Assertion of Released Claims. Plaintiff, to the fullest extent allowed by law, is prohibited from asserting a Plaintiff's Released Claims, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on Plaintiff's Released Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process. Settlement Class Members, to the fullest extent allowed by law, are prohibited from asserting a Released Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on Released Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process. The State of California and PAGA Members, to the fullest extent allowed by law, are prohibited from asserting a Released Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on the Released PAGA Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process.

14. **Class Settlement Notice and Claims Administration.**

- 14.1 Engagement of Settlement Administrator. The Parties agree to Atticus Administration as the Settlement Administrator to perform the notice and other settlement claims administration functions set forth below.

14.1.1 The Settlement Administrator shall provide Defendants' counsel and Class Counsel with weekly summary reports, including the total number of Class Settlement Notices that were returned as undeliverable, the total number of objections and requests to opt out of the settlement, and the amounts not claimed by Class Members as a result of the submission of timely and valid requests to opt out of the settlement, if any, and/or any uncashed or undeliverable Settlement Checks. The Settlement Administrator shall maintain records of its work, which shall be available for inspection upon request by Defendants' counsel or Class Counsel.

14.1.2 The Administrator will promptly review on a rolling basis opt-out requests to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting opt-out requests, the Settlement Administrator shall email a list to Class Counsel and Defendants' Counsel containing (a) the

names and other identifying information of Class Members who have timely submitted valid opt-out requests ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid opt-out requests; (c) copies of all opt-out requests from Settlement submitted (whether valid or invalid).

14.1.3 Not later than 14 days before the date by which Plaintiff is required to file his Motion for Final Approval, the Settlement Administrator will provide to Class Counsel and Defendants' Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Settlement Notice, the Class Settlement Notices returned as undelivered, the re-mailing of Class Settlement Notices, attempts to locate Class Members, the total number of opt-out requests from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

14.1.4 Within 10 days after the Settlement Administrator disburses all funds in the GSA, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

14.2 Identification of Class Members.

14.2.1 Within ten (10) business days of the entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the following class data, to the extent that it possesses the information.

- (1) the names, last known addresses, and last known telephone numbers of each Class Member;

- (2) start and end dates of employment for each Class Member for the Settlement Administrator to calculate the number of Workweeks worked by each Class Member during the Class Period and number of pay periods worked by each PAGA Member during the PAGA Period;

14.2.1.2 To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

14.2.2 Upon its receipt of the Class Data, the Settlement Administrator shall access the National Change of Address ("NCOA") Database, and update the addresses.

14.2.3 No later than 3 business days after receipt of the Class Data, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and pay periods in the Class Data.

14.2.4 The Settlement Administrator shall provide the Notice Packet by first class mail, forwarding requested, to the Class Members at the addresses identified through the process described above. This mailing shall occur no later than ten calendar days after receipt of the Class Data. The first page of the Class Settlement Notice shall estimate the dollar amounts of any Class Member Payment and/or PAGA Member Payment payable to the Settlement Class Member, and the number of Workweeks and pay periods (if applicable) used to calculate these amounts.

- 14.2.5 As to any Class Member Settlement Notices that are returned as undeliverable within 30 calendar days after the date of the initial mailing or where the NCOA Database indicates that the last known address of any Class Member is invalid or otherwise undeliverable, the Settlement Administrator shall perform one-skip trace procedure. Such skip-trace procedure shall be performed within two business days of the date on which the Settlement Administrator is informed that a Notice Packet is undeliverable. If this procedure reveals a new address, the Settlement Administrator shall within five business days thereafter re-mail the Notice Packet to the new address.
- 14.2.6 If Defendants and the Settlement Administrator determine, based upon further review of available data, that a person previously identified as being a Class Member or PAGA Member should not be so included or identify a person who should have been included as a Class Member or a PAGA Member but was not so included, Defendants and the Settlement Administrator shall promptly delete or add such person as appropriate and immediately notify Class Counsel prior to such deletions or additions (and the reasons therefore).
- 14.2.7 If the Settlement Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.
- 14.2.8 Other than the obligations set forth in this Settlement Agreement, Defendants shall have no additional obligation to identify or locate any Class Member or PAGA Member or have any liability in connection with the provision of information to the Settlement Administrator or otherwise.

14.3 Class Settlement Notice and Notification of Workweeks & Pay Periods.

14.3.1 Class Settlement Notice for Persons Identified as Class Members. The Class Settlement Notice shall be a pre-printed notice, in substantially the form attached hereto as **Exhibit A** and to be approved by the Court. In addition to other information contained on the Class Settlement Notice, the Class Settlement Notice shall state: (1) the number of Workweeks that the Class Member worked in California during the Class Period; (2) and the number of pay periods that the PAGA Member worked in California during the PAGA Period. The Workweeks and pay periods shall be determined according to Defendants' records. The Class Settlement Notice also shall include an estimate of the Class Member's individual Class Member Payment and an explanation of the pro rata distribution formula.

14.3.2 A Class Member may challenge the Workweeks or pay periods by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks or pay periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Parties are entitled to respond to a Class Member's challenge and submit documentation or information supporting their view of the Workweeks or pay periods worked by the Class Member. The Settlement Administrator's determination of each Class Member's allocation of Workweeks or pay periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or pay periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the challenges.

15. **Objections to the Settlement.**

Any Class Member who does not submit a valid and timely request to opt out of the settlement (i.e., a Settlement Class Member) may object to the Settlement. Any Settlement Class Member who wishes to object to the Settlement must submit a written objection, by fax, email, or mail to the Settlement Administrator no later than the Response Deadline. The objection must include the case name and number and must set forth, in clear and concise terms, a statement of the reasons why the

objector believes that the Court should find that the Settlement is not in the best interest of the Class Members and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection. The Settlement Administrator will promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel. Settlement Class Members shall be entitled to appear and/or object at the Final Approval Hearing regardless of whether they have submitted a timely written objection and notice of intention to appear pursuant to this Section. Settlement Class Members may appear at the Final Approval Hearing, either in person or through a lawyer retained at their own expense.

16. Right to Opt Out.

- 16.1 Class Members who do not timely opt out of the Settlement will be deemed to participate in the Settlement and shall become a Settlement Class Member without having to submit a claim form or take any other action. In order to opt out of the Settlement, the Class Member must timely submit by fax, email, or mail, an opt-out request to the Settlement Administrator by the Response Deadline. If by mail the Opt Out must be post marked by the Response Deadline to be timely. The opt-out request should state the Class Member's name, address, telephone number, and signature. However, the Settlement Administrator may not reject an opt-out request as invalid because it fails to contain all the information specified in the Class Settlement Notice. The Settlement Administrator shall accept any opt-out request as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of an opt-out request, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 16.2 Any opt-out request that is not postmarked by the Response Deadline will be invalid. In the event that, prior to the Response Deadline, any Class Settlement Notice mailed to a Class Member is returned as having been undelivered by the U.S. Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address correction for such Class Member(s), and a second Class Settlement Notice will be sent to any new or different address obtained. Class Members who received a re-mailed Class Settlement Member Notices shall have their Response Deadline extended fifteen (15) days from the original Response Deadline. Class Members who opt out of the Settlement pursuant to the terms of this

Agreement shall not be permitted to object to the Settlement or appeal and shall not receive any Class Member Payment from the Net Settlement Amount. Class Member Payments for those Class Members who opt out of the Settlement shall be added to the Net Settlement Amount and distributed to the Settlement Class Members. Class Members who opt out also shall not be bound by the Class Release provisions in this Agreement or the Final Approval Order. However, PAGA Members cannot opt out of the Release by PAGA Members, and will be bound by that release, regardless of whether they opt out of the Release By Settlement Class Members. Each Class Member who does not opt out of the Settlement shall remain qualified to receive a Class Member Payment and shall be subject to being bound by the applicable Released Class Claims provisions in this Agreement and the Final Approval Order, regardless of whether the Class Member actually receives the Class Settlement Notice or objects to the Settlement.

- 16.3 Except for persons who elect to opt out of the Class in the manner and within the time limits specified above and in the Class Settlement Notice, all Class Members shall be deemed to be within the Class for all purposes under this Settlement Agreement, shall be bound by the terms and conditions of this Settlement Agreement (including the release provisions in Paragraph 13), including all orders issued pursuant thereto, and shall be deemed to have waived all unstated objections and unstated opposition to the fairness, reasonableness, and adequacy of this Settlement Agreement, and any of its terms. PAGA Members do not have the right to opt out of the portion of the Agreement that applies to the PAGA Member Payment or the Released PAGA Claims.
- 16.4 If the Settlement Agreement is given final approval and the Effective Date occurs, it shall operate as a full, complete, and final release of all Plaintiffs' Released Claims, and all Released Class Claims and Released PAGA Claims and as an effective covenant not to sue.

17. Application for Preliminary Approval Order.

After the Parties' execution of this Agreement, Plaintiffs shall file for preliminary approval of the proposed Settlement, requesting a Preliminary Approval Order that contains the following provisions:

- (1) preliminarily approving the Settlement Agreement and its terms;
- (2) approving the form of the Class Settlement Notice, and finding that the proposed method of disseminating the Class Settlement Notice

meets the requirements of due process and is the best notice practicable under the circumstances;

- (3) establishing the procedures and the deadline by which Class Members may assert objections to the Settlement or opt out of the Settlement;
- (4) establishing a deadline to submit papers/briefing in response to any objections and for Plaintiffs to submit papers/briefing in support of final approval of the Settlement Agreement including the Service Awards for the Class Representatives and the Class Counsel Fees and Costs Award;
- (5) appointing Class Counsel, the Settlement Administrator, and the Class Representatives; and
- (6) setting a date for the Fairness Hearing.

Counsel for Defendants will be given an opportunity to comment on said motion prior to filing, and such comments shall be implemented to the extent they are deemed reasonable by Plaintiff and Class Counsel.

18. Final Approval Order and Judgment.

If the Settlement shall be finally approved by the Court following the Fairness Hearing, the Parties hereto shall jointly request that the Court enter a Final Approval Order and Judgment, which includes the following provisions:

- (1) confirming certification of the Settlement Class for settlement purposes;
- (2) finding that the dissemination of the Class Settlement Notice, in the form and manner ordered by the Court was accomplished as directed, and met the requirements of due process; and
- (3) finally approving the Settlement Agreement and the Settlement as fair, reasonable and adequate and directing consummation of the Settlement in accordance with its terms and provisions, including the terms of the Settlement Agreement that pertain to the PAGA Amount and the Released PAGA Claims.

The Judgment shall include the following provisions:

- (1) directing the Parties to implement the terms of the Settlement Agreement;

- (2) releasing and discharging the Released Parties from any and all liability with respect to the Plaintiff's Released Claims as hereinabove provided, except for full payment of the GSA;
- (3) releasing and discharging the Released Parties from any and all liability with respect to the Released Class Claims and Released PAGA Claims as hereinabove provided;
- (4) resolving and settling all of Plaintiff's Released Claims as hereinabove provided, with the release precluding him from instituting, commencing, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of themselves, or in any other capacity of any kind whatsoever, any action in this Court, any other or federal state court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party that asserts any claims that are Plaintiff's Released Claims under the terms of the Settlement;
- (5) resolving and settling all the Released Class Claims by all Settlement Class Members as hereinabove provided, with the release precluding them from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of himself or herself, or in any other capacity of any kind whatsoever, any action in this Court, any other state or federal court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party that asserts any claims that are Released Class Claims under the terms of the Settlement.
- (6) resolving and settling all the Released PAGA Claims by the State of California and all PAGA Members as hereinabove provided, with the release precluding them from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of himself or herself, or in any other capacity of any kind whatsoever, any action in this Court, any other state or federal court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party that asserts any claims that are Released PAGA Claims under the terms of the Settlement;
- (7) awarding the Service Award to the Class Representative, Class Counsel Fees and Costs Award to Class Counsel, and Settlement Administration Costs to the Settlement Administrator, as determined by the Court;
- (8) approving the PAGA Member Payment and the Released PAGA Claims;

- (9) reserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Settlement and enforcement of the Judgment; and
- (10) dismissing the Action with prejudice.

20. Effect of Settlement Not Being Final.

In the event that the Settlement does not become Final then the Settlement Agreement shall become null and void, and all negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights of any and all Parties hereto, and all Parties and their respective predecessors and successors shall be deemed to have reverted to their respective positions in the Action as of the date and time immediately prior to the execution of this Settlement Agreement, and shall retain all rights to make all arguments regarding the merits of the claims and the appropriateness of the case for class and/or representative action treatment. If the Court does not approve either preliminarily or finally any material term or condition of the Settlement Agreement, or if the Court effects a material change to the Settlement, then this entire Settlement Agreement will be, at the Parties' discretion, voidable and unenforceable.

21. Tolerance of Requests to Opt Out.

Notwithstanding any other provision of this Settlement Agreement, Defendants shall retain the right, in the exercise of their sole discretion, to nullify the Settlement within 15 calendar days after expiration of the Response Deadline if more than five percent (5%) of Class Members choose to validly and timely request to opt out of this Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Settlement Agreement; provided, however, the withdrawing Defendants will remain responsible for paying all Settlement Administration Costs incurred to that point.

22. No Admissions.

The Parties understand and agree that this Settlement Agreement is the result of a good faith compromise settlement of disputed claims, and no part of this Settlement Agreement or any conduct or written or oral statements made in connection with this Settlement and this Settlement Agreement, whether or not the Settlement is finally approved and/or consummated, may be offered as or construed to be an admission or concession of any kind by Defendants, or any of the Class Members, Released Parties, or Plaintiff. This Settlement and this Settlement Agreement shall not constitute an admission on behalf of Defendants of any form of liability or the accuracy of any allegation made by Plaintiffs or Class Counsel.

23. Waiver of Right to Appeal.

Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Costs Award reflected set forth in this Settlement, the Parties, their respective counsel, and all Settlement Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If the Judgment is appealed, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

24. Amended Judgment.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

25. Avoidance of Undue Publicity.

The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the settlement. If counsel for any party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the Settlement. Class Counsel agrees not to identify Defendants in any way in any website, blog, article, or social media. Nothing in this provision shall prevent Defendants from making any required disclosure or Class Counsel from referencing the Settlement in adequacy filings. Neither Plaintiff nor Class Counsel will publicize the Settlement in any way, except that nothing in this Settlement Agreement shall preclude Class Counsel from communicating with members of the Settlement Class about the Agreement or in submitting filings with the Court or the LWDA in furtherance of obtaining approval of the Settlement. Nor shall anything herein restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience or otherwise allowing the Judgment to become known to Class Members.

26. Extensions of Time.

Without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

27. Construction.

This Settlement Agreement was entered into after substantial good faith, arms-length negotiations between the Parties' counsel. This Settlement Agreement has been entered into without any coercion and under no duress. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one party or another.

28. Good Faith.

The Parties to this Settlement Agreement agree that it reflects their good faith compromise of the claims raised in the Action, or those that could have been raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. The Parties to this Settlement Agreement pledge their good faith and fair dealing in supporting the approval of this Settlement by the Court, are represented by competent counsel, and have had an opportunity to consult with counsel prior to execution of this Settlement Agreement.

29. Due Authority of Attorneys.

Each of the attorneys executing this Settlement Agreement on behalf of one or more Parties hereto warrants and represents that he or she has been duly authorized and empowered to execute this Settlement Agreement on behalf of each such respective Party and to bind them to the terms hereof.

30. Entire Agreement.

This Settlement Agreement (including all Exhibits hereto) sets forth the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding the subjects covered herein. The Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties which are not embodied or incorporated by reference herein.

31. Modification or Amendment.

This Settlement Agreement may not be modified or amended except in a writing signed by all signatories hereto or their successors in interest.

32. Successors.

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors

and assigns, and upon any corporation, partnership or other entity into or with which any Party hereto may merge, combine or consolidate.

33. Counterparts.

This Settlement Agreement may be executed in counterparts, by facsimile or electronically, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

34. Waivers.

The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

35. Governing Law.

This Settlement Agreement shall be governed by and construed, enforced, and administered in accordance with the internal laws of the State of California.

36. Headings.

The headings contained in this Settlement Agreement are for convenience and reference purposes only, and shall not be given weight in its construction.

37. Continuing Jurisdiction.

The Court in which the Parties will seek approval of the Settlement shall retain continuing jurisdiction over the Action to ensure the continuing implementation and enforcement of the provisions of this Settlement Agreement under applicable law, including, but not limited to, California Code of Civil section 664.6.

38. Notices.

Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Settlement Agreement, other than notice to the Class or Class Members, shall be in writing and mailed or emailed as follows: (1) to Class Representative, the Class, and Class Counsel to the attention of Jean-Claude Lapuyade, JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, (619) 599-8292, jlapuyade@jcl-lawfirm.com, and Shani O. Zakay, Zakay Law Group, APLC, 5440 Morehouse Drive, Suite 3600, (619) 255-9407, shani@zakaylaw.com; or any alternative address provided, (2) to Defendants and counsel for Defendants, to the attention of Andrew M. Paley, Seyfarth Shaw LLP, 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021, (310) 277-7200, apaley@seyfarth.com or any alternative address provided.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: October 12, 2023

By: 
Michael Hillstrom
On behalf of himself, as Plaintiff, and the Class, and as a private attorney general on behalf of the State of California

Dated: _____, 2023

By: _____
Constellation Brands, Inc.

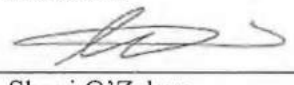
Dated: _____, 2023

By: _____
TPWC, Inc.

Dated: October 12, 2023

By: 
Jean-Claude Lapuyade
JCL Law Firm, APC
Counsel for Plaintiff Michael Hillstrom

Dated: October 12, 2023

By: 
Shani O'Zakay
Zakay Law Group, APLC
Counsel for Plaintiff Michael Hillstrom

Dated: _____, 2023

By: 
Andrew Paley
Counsel for Defendants Constellation Brands, Inc., TPWC, Inc.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: _____, 2023

By: _____
Michael Hillstrom
On behalf of himself, as Plaintiff, and the
Class, and as a private attorney general on
behalf of the State of California

Dated: 10/03/2023, 2023

By:  _____
Jim Bourdeau (Oct 3, 2023 21:41 CDT)
Constellation Brands, Inc.
Jim Bourdeau
Chief Legal Officer

Dated: 10/03/2023, 2023

By:  _____
Jim Bourdeau (Oct 3, 2023 21:41 CDT)
TPWC, Inc.
Jim Bourdeau
Director

Dated: _____, 2023

By: _____
Jean-Claude Lapuyade
JCL Law Firm, APC
Counsel for Plaintiff Michael
Hillstrom

Dated: _____, 2023

By: _____
Shani O'Zakay
Zakay Law Group, APLC
Counsel for Plaintiff Michael
Hillstrom

Dated: _____, 2023

By: _____
Andrew Paley
Counsel for Defendants
Constellation Brands, Inc., TPWC,
Inc.

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION AND FINAL APPROVAL HEARING

Michael Hillstrom v. Constellation Brands, Inc., TPWC, Inc.
Superior Court of the State California, County of Napa
Case No. 22CV000006

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

To: All individuals all current and former non-exempt employees of Constellation Brands, Inc. and TPWC, Inc. in the State of California at any time between January 3, 2018 through July 27, 2023, 2023 ("Class Period") (the "Class"):

THIS NOTICE is of a proposed Settlement of a class action lawsuit, and an announcement of a court hearing regarding the fairness of the Settlement that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on **INSERT DATE to address whether the proposed Settlement should be approved ("Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.**

[Name of Class Member],

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed Settlement you are estimated to receive approximately **\$INSERT AMOUNT** as your share of the Settlement should the Court grant the Settlement in full. Please note that this is only an estimate. Your actual share of the Settlement may be more or less than this estimate. The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund individual Class Member Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Member Payments and make a payment to the to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Member Payment is estimated to be \$INSERT AMOUNT and your Individual PAGA Member Payment is estimated to be \$INSERT AMOUNT** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Member Payment, then according to Defendants' records you are not eligible for an Individual PAGA Member Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records that: (1) you worked approximately **[number of workweeks]** workweeks between January 3, 2018 and July 27, 2023, in the State of California; and (2) you worked approximately **[number of pay periods]** pay periods between October 30, 2020 through July 27, 2023 in the State of California. If you dispute the total number of workweeks or pay periods set forth above, you must set forth the information that you believe is correct to Atticus Administration not later than **INSERT DEADLINE**. You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of workweeks and/or pay periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve number of workweeks and pay periods challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members) and Defendants' Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

Your eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
You Don't Have to Do Anything to Participate in the Settlement	Receive a settlement payment and give up your right to sue on the Released Claims described in Section IV. This Settlement does not require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <u>INSERT DEADLINE</u>.	You may “opt out” of this Settlement, including any right to a settlement payment, except that, as discussed in more detail below, you will receive your share of the PAGA Member Payment, if any, regardless of whether you opt out of the Settlement. You must submit your opt-out notice, as described below, on or before <u>INSERT DEADLINE</u> . All Class Members who validly and timely opt out of the Settlement will not receive any settlement payment and will preserve Released Class Claims described in Section IV subject to applicable statutes of limitations, except as follows: Irrespective of whether a Class Member excludes themselves from the Settlement, if they are a PAGA Member, they shall be deemed to have released their Released PAGA Claims, and they will receive a share of the PAGA Member Payment.
Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <u>INSERT DEADLINE</u>.	All Class Members who do not opt-out (“Settlement Class Members”) can object to any aspect of the proposed Settlement, except for the PAGA Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VIII of this Notice.
You Can Participate in the <u>INSERT DEADLINE</u> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <u>INSERT DEADLINE</u> . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Notice.

I. Why should I read this Notice?

The Parties have proposed to settle this class action lawsuit. You are a member of the Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. You may receive a copy of the Settlement Agreement, the Judgment or other Settlement documents by going to the Administrator’s website at or by contacting the Settlement Administrator or Class Counsel. You may also get more details by examining the Court’s file using the court’s website at <https://www.portal.napa.courts.ca.gov> and entering the Case No. 22CV000006 or you can also make an appointment to personally review court documents in the Clerk’s Office at the Napa Courthouse by calling (707) 299-1100. See Section X for further information.

II. What is this lawsuit about?

A lawsuit entitled *Michael Hillstrom v. Constellation Brands, Inc., TPWC, Inc. et al.*, is now pending in the Superior Court of the State California, County of Napa, Case No. 22CV000006. Plaintiff Michael Hillstrom (“Plaintiff” or “Class Representative”) has alleged claims against Constellation Brands Inc. and TPWC, Inc. (“Defendants”) for wage and hour violations under California law. Plaintiff brought this Action as a class action and Private Attorneys General Act (“PAGA”) enforcement action on behalf of himself and other similarly situated individuals employed by Defendants. Plaintiff asserts causes of action for: (1) unfair competition in violation of California Business & Professions Code §§ 17200 et seq; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of Labor Code §§ 510 et seq., (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (5) failure to provide required rest period in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order, (6) failure to provide accurate itemized statements in violation of California Labor Code § 226, (7) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203, (8) failure to reimburse employees for required expenses in violation of California Labor Code § 2802, (9) unpaid sick pay in violation of California Labor Code § 246, and (10) violation of the Private Attorneys General Act [Labor Code §§ 2698 et seq.] Plaintiff seeks monetary recovery on behalf of the Class and PAGA Members for the alleged violations, along with interest, costs and fees.

*Defendants contend that they have complied with all laws and deny the allegations Plaintiff is asserting in this Action. The Court has not formed any opinions concerning the merits of the Lawsuit, and the Court has not ruled for or against Plaintiff as to the merits of any of his individual or class or PAGA enforcement claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing. **You will not be retaliated against for electing to participate or not participate in the Settlement.***

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written Settlement Agreement and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void. Defendants will not pay any money and Class Members will not release any claims against Defendants.

III. Who is covered by the class action lawsuit and the proposed Settlement?

A. The Class. On **INSERT DATE**, the Court granted preliminary approval of the Settlement and authorized this notice. The Court defined the “Class Members” as all current and former non-exempt employees of Defendants in the State of California at any time between January 3, 2018 through July 27, 2023 (“Class Period”). The Court also defined “PAGA Members” as all current and former non-exempt employees of Defendants in the State of California at any time between October 30, 2020 through the end of the Class Period (the “PAGA Period”)

B. The Effect of Membership in the Class. If you are a Class Member, unless you exclude yourself from (“opt out of”) the Settlement by following the procedures for exclusion that are set forth in this Notice, you will be considered a Settlement Class Member. Settlement Class Members are eligible to receive the benefits created by the proposed Settlement including a settlement payment based on their pro-rata share of the Net Settlement Amount and will be bound by the Settlement if it is approved by the Court. Persons who exclude themselves from the Class will not be bound by the Settlement and will not share in the Settlement proceeds but may pursue their own timely individual claims against Defendants subject to applicable statute of limitations, except as follows: Irrespective of whether a Class Member excludes themselves from the Settlement, if they are a PAGA Member, they shall be deemed to have released their Released PAGA Claims, and they will receive a share of the PAGA Member Payment.

IV. What are the terms of the Settlement?

The proposed Settlement was negotiated with Defendants by Plaintiffs and the attorneys for the Class (“Class Counsel”). Plaintiffs and Class Counsel believe that this Settlement is in the best interest of the members of the Settlement Class. As part of the proposed Settlement, the Parties have agreed to the following:

Monetary Amounts Under the Settlement

- Defendants shall provide, on a non-claims-made basis, monetary compensation in the maximum total amount of \$2,500,000 (the “Gross Settlement Amount” or “GSA”), less amounts awarded by the Court for Class Counsel Fees and Costs Award (i.e., attorneys’ fees and costs), Settlement Administration Costs, Service Awards to the Class Representatives, and amounts sent to the LWDA for payment of alleged PAGA penalties PAGA Amount for penalties under the PAGA (the “Net Settlement Amount” or “NSA”). Assuming the Court approves the maximum amounts sought to be deducted from the GSA, the NSA is estimated to be \$1,506,166.67, and the PAGA Member Payment will be \$25,000.
- The Settlement Administrator will calculate individual Class Members' pro-rata share of the NSA for their individual settlement payment. Each Class Member’s proportional share will be determined by dividing the number of weeks worked by the Class Member while working for Defendants in California during the period of January 3, 2018 through July 27, 2023 (the "Class Period") by all weeks worked by all Class Members while working for Defendants in California during the Class Period, multiplied by the NSA. PAGA Member’s pro-rata share of the PAGA Member Payment shall be determined by dividing the number of pay periods worked by the PAGA Member while working for Defendants during the period of October 30, 2020 through July 27, 2023 (the "PAGA Period") by all pay periods worked by all PAGA Members while working for Defendants in California during the PAGA Period, multiplied by the PAGA Member Payment.
- The number of workweeks and pay periods that Defendants shows you worked is listed on the first page of this Notice along with your estimated settlement share.
- Defendants, through the Settlement Administrator, shall pay the amounts awarded by the Court within 30 calendar days after the Effective Date of the Settlement Agreement. The Effective Date means the date the Court’s order approving the settlement and judgment thereon (“Judgment”) becomes final. For purposes of the Settlement Agreement, the Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (i.e., 61 calendar days after notice of entry of the Court’s Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
-

- Contemporaneous with requesting the Court approve in final the proposed Settlement, Class Counsel will apply to the Court for approval of all amounts sought in the Settlement as follows: (i) all payments to Settlement Class Members; (ii) Settlement Administration Costs which are estimated to not exceed \$13,000 for services associated with administering the Settlement; (iii) a payment of \$75,000 to the LWDA for settlement of the PAGA claims brought in this Action; (iv) a payment of \$25,000 to the PAGA Members; (v) a \$12,500 Service Award to Plaintiff for his service to the Class and his general release of claims; (vi) and an award of Class Counsel Fees in the amount of \$833,333.33 (equivalent to 33% of total Gross Settlement Amount) and Costs Award up to \$35,000 for out of pocket costs incurred by Class Counsel in prosecuting this Action.
- One-third of payments to Settlement Class Members will be allocated to settlement of disputed claims for wages, two-thirds of payments to Settlement Class Members will be allocated to settlement of disputed claims for penalties and interest. Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
- The front of every check issued for Individual Class Member Payments and Individual PAGA Member Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

Released Claims

In exchange for the consideration set forth in this Settlement Agreement, Plaintiffs, the Settlement Class Members, and PAGA Members agree to release those claims set forth herein.

- **Settlement Class Members' Release.** After the Judgment is final, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for claims covered by the Settlement Class Members' Release. If you are a PAGA Member, you will be bound by the PAGA Members' Release regardless of whether you opt out of the Settlement.

The Settlement Class Members will be bound by the following release:

All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, and irrespective of theory of recovery, that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action or letters submitted to the Labor and Workforce Development Agency ("LWDA") in connection with the Action, arising during the Class Period. The released claims include, but are not limited to, claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay vested vacation pay, failure to pay for all hours worked (including off-the clock work), failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure

to pay or properly compensate meal or rest break premiums, failure to reimburse for business-related expenses, failure to furnish accurate wage statements, record keeping violations, failure to pay wages timely during employment, failure to pay final wages upon separation of employment, claims related to pre and post-shift work, failure to properly calculate the regular rate of pay, claims derivative and/or related to these claims, liquidated damages, and conversion of wages. This release excludes claims brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of *Gregoria Cruz v. Constellation Brands U.S. Operations, Inc.*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.

- **PAGA Members' Release.** After the Court's judgment is final, and Defendants have paid the Gross Settlement, all PAGA Members will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Settlements Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, and irrespective of theory of recovery for PAGA penalties that were alleged, or reasonably could have been alleged during the PAGA Period, based on the facts stated in the Operative Complaint, the PAGA Notices, or ascertained in the course of the Action, irrespective of the theory of recovery, including, but not limited to, claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay vested vacation pay, failure to pay for all hours worked (including off-the clock work), failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to reimburse for business-related expenses, failure to furnish accurate wage statements, record keeping violations, failure to pay wages timely during employment, failure to pay final wages upon separation of employment, claims related to pre and post-shift work, failure to properly calculate the regular rate of pay, claims derivative and/or related to these claims, liquidated damages, and conversion of wages. This release excludes claims for PAGA violations brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of *Gregoria Cruz v. Constellation Brands U.S. Operations, Inc.*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.

“Released Parties” means: Defendants Constellation Brands, Inc., TPWC, Inc., and their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of its owners, shareholders, members, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them. Released Parties excludes claims brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of *Gregoria Cruz v. Constellation Brands U.S. Operations, Inc.*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.

- If you do **NOT** exclude yourself from the Class by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have entered into the release of Released Claims in the Settlement Agreement. If you are also a PAGA Member, regardless of whether you opt out of the Settlement, you will release the Released PAGA Claims and will receive a share of the PAGA Member Payment.

V. How do I receive a payment?

Any Class Member who wishes to be considered for any payment under this Settlement does not need to do anything. If you do not elect to exclude yourself from the Settlement and are deemed an eligible Class member, you will receive a payment should the Settlement become Final. If you are a member of the Class and you move or change your address, and you want to receive your settlement check at your new address, you must send a notice of your change of address to Atticus Administration LLC, 1250 Northland Drive Suite 240, Mendota Heights, MN 55120 or contact the Settlement Administrator by phone at 1-844-728-8428.

VI. Who represents the Class?

The Court has designated Plaintiff Michael Hillstrom to serve as Class Representative in this lawsuit. The attorneys and law firm that serve as Class Counsel are JCL Law Firm, APC and Zakay Law Group, APLC. Class Counsel can be reached as follows: Jean-Claude Lapuyade, (619) 599-8292, jlapuyade@jcl-lawfirm.com; Shani O. Zakay, (619) 255-9047, shani@zakaylaw.com.

VII. What are the reasons for the Settlement?

Plaintiff and Class Counsel agreed to enter into this proposed Settlement after weighing the risks and benefits to the Class of this Settlement compared with those of continuing the litigation. The factors that Plaintiff and Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have yet to be determined. Plaintiff and Class Counsel balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Class Members.

Defendants agreed to this proposed Settlement in order to avoid the expense and distraction associated with lengthy litigation.

VIII. What are my rights and options?

A. First, you may remain a member of the Class, represented by Class Counsel, and take no further action. If you take no further action as a Class Member, you will be represented by Class Counsel and will have the right to receive your share of the Settlement proceeds. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement which will result in a release of the Released Class Claims. As a member of the Class, you will not be charged for the services of Class Counsel.

B. Second, you may exclude yourself from the Class. If you are a member of the Class but do not want to remain in the Class, you may exclude yourself (“opt out”). If you exclude yourself from the Class, you will lose any right to participate in the Settlement including any right to receive a settlement payment, except that if you are a PAGA Member you will release your Released PAGA Claims regardless of whether you opt out of the Settlement and will receive a share of the PAGA Member Payment. You will also lose the right to have objections you might

have to the Settlement considered by the Court before it rules on the Settlement. You will be free to pursue any claims you may have against Defendants on your own behalf subject to applicable statute of limitations, but Class Counsel will not represent you. If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [INSERT DATE], with your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement.

Send the Request for Exclusion directly to the Settlement Administrator at the following address **by no later than [Insert opt-out date], or it will be invalid.**

Atticus Administration LLC
1250 Northland Drive Suite 240
Mendota Heights, MN 55120

If you want confirmation of receipt of your opt-out letter, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Class, and your rights will be determined in this Action by the Settlement Agreement if it is approved by the Court and you may not recover under any other individual settlement agreement regarding the claims released through the Released Class Claims.

C. Third, you may remain a member of the Class, and on your own behalf, or through your own attorney, object to the certification of the Class, to the Settlement, to the application for Class Counsel Fees and Costs Award, and/or to the application for Service Awards. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the [INSERT DATE] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees and Costs Award, and Service Awards stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Service Award. Upon reasonable request, Class Counsel (whose contact information is in in Section VI of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator’s Website at [INSERT WEB ADDRESS].

If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you must file with the Settlement Administrator a written objection stating your name, current address, telephone number, dates you worked for Defendants, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections must be in writing, signed and mailed to the Settlement Administrator at Atticus Administration LLC, 1250 Northland Drive Suite 240, Mendota Heights, MN 55120, **by no later than [Insert deadline]**. However, the Court will listen to Class Members (or their attorneys) who ask to speak regarding their objections at the Final Approval Hearing, regardless of whether they have made a timely written objection. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any member of the Settlement Class who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

IX. When is the court hearing and what is it for?

On **INSERT FINAL APPROVAL HEARING DATE**, the Court will hold a public hearing in Courtroom A of the Superior Court for the State of California, County of Napa, 825 Brown Street, Napa, CA 94559, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for Class Counsel Fees and Costs Award, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for a Service Award. This hearing may be continued or rescheduled by the Court without further notice. You should check the Settlement Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement may attend the Final Approval Hearing, but are not required to do so. The Court will listen to Class Members who ask to speak regarding their objections at the Final Approval Hearing, regardless of whether they have made a timely objection.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend to listen to the proceedings or to object to the Settlement. You may remotely appear at the Final Approval Hearing by using the Court Connect procedure at <https://www.napacourt.org/lacc/>. You may also attend the Final Approval Hearing in person.

Due to the evolving nature of the pandemic, you should check for the latest updates on accessing the courthouse by viewing the Court's website at <https://www.lacourt.org/newsmedia/notices/newsrelease>.

X. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator (contact information listed in Section V), for more information or to request that a copy of this Notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them – contact information noted above in Section VI. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice, which has been approved by the Court, is only a summary. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by going to the Administrator's website at <https://www.atticusadmin.com/class-action-cases> or by contacting the Settlement Administrator, Atticus Administration, LLC or Class Counsel. You may also get more details by examining the Court's file using the court's website at <https://www.lacourt.org/casesummary/ui/> and entering the Case No. 22CV000006. You can also make an appointment to personally review court documents in the Clerk's Office at the Napa Courthouse by calling _____.

XI. What If I Lose My Settlement Check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check, and the check has not already been cashed. If your check is already void you should consult the Unclaimed Property Fund at (800) 992-4647 for instructions on how to retrieve the funds.

XII. What If I Change My Address?

To receive your check, you should immediately notify the Settlement. Administrator if you move or otherwise change your mailing address.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS ACTION

EXHIBIT 2

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

FILED

NOV 30 2023

CLERK OF THE NAPA SUPERIOR COURT
BY *[Signature]*
DEPUTY

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com

Attorneys for Plaintiff MICHAEL HILLSTROM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF NAPA

MICHAEL HILLSTROM, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

CONSTELLATION BRANDS, INC., a
Delaware Corporation; TPWC, INC., a
Delaware Corporation; ROBERT MONDAVI
WINERY, a California Corporation;
CONSTELLATION BRANDS U.S.
OPERATIONS, INC., a New York
Corporation; FRANCISCAN VINEYARDS,
INC., a Delaware Corporation;
CONSTELLATION WINES U.S., INC., a
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 22CV000006

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

Date: November 30, 2023
Time: 8:30 a.m.
Judge: Hon. Cynthia P. Smith
Dept.: A

1 This matter having come before the Honorable Judge Cynthia P. Smith of the Superior Court of
2 the State of California, in and for the County of Napa, at 8:30 a.m. on November 30, 2023, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC, as counsel for Plaintiff MICHAEL HILLSTROM ("Plaintiff"), and Jill Porcayo, Esq., Andrew
5 Paley, Esq., and Gina Gi, Esq. of Seyfarth Shaw LLP, appearing for Defendants CONSTELLATION
6 BRANDS, INC. and TPWC, INC., (hereinafter "Defendants"). The Court, having carefully considered
7 the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing,
8 hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
11 ("Settlement Agreement" or "Agreement"), a true and correct copy of which is attached hereto as
12 **Exhibit "1"**. This is based on the Court's determination that the Settlement Agreement is within the
13 range of possible final approval, pursuant to the provisions of Section 382 of the California Code of
14 Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that
18 Defendants shall pay is Two Million, Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00).
19 It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate,
20 and reasonable as to all Class Members when balanced against the probable outcome of further
21 litigation relating to certification, liability, and damages issues. It further appears that investigation and
22 research have been conducted such that counsel for the Parties are able to reasonably evaluate their
23 respective positions. It further appears to the Court that settlement at this time will avoid substantial
24 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further
25 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
26 intensive, serious, and non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

1 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
2 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation relating to certification,
4 liability, and damages issues.

5 5. Plaintiff seeks Class Counsel Fees and Costs in the amount of up-to one-third of the Total
6 Settlement Amount for attorneys' fees, currently estimated at Eight Hundred Thirty-Three Thousand,
7 Three Hundred Thirty-Three Dollars and Thirty Three Cents (\$833,333.33), plus a reimbursement of
8 reasonably incurred expenses in an amount of up to Thirty-Five Thousand Dollars (\$35,000.00), and
9 proposed Service Award to the Class Representative, Michael Hillstrom, in an amount of not more than
10 Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00). While these awards appear to
11 be within the range of reasonableness, the Court will not approve the Attorneys Fees and Costs, or the
12 Enhancement Payment until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 All current and former non-exempt employees of Defendants Constellation
18 Brands, Inc. and TPWC, Inc. in the State of California at any time during
19 the during the period between January 3, 2018 through July 27, 2023.

20 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
21 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
22 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
23 common questions of law and fact predominate, and there is a well-defined community of interest
24 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
25 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
26 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
27 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
28 to act as counsel for the Class Representative in his individual capacity and as the representative of the

1 Class Members.

2 8. The Court provisionally appoints Michael Hillstrom as the representative of the Class.

3 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,
4 and Shani Zakay, of Zakay Law Group, APLC as Class Counsel for the Class Members.

5 10. The Court hereby approves, as to form and content, the Proposed Class Notice ("Class
6 Notice") attached to the Agreement as **Exhibit "A"**. The Court finds that the notice appears to fully
7 and accurately inform the Class Members and Aggrieved Employees of all material elements of the
8 proposed Settlement, including the right of any Class Member to be excluded from the Class by
9 submitting a written request for exclusion, and of each Class Member's right and opportunity to object
10 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner
11 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
12 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
13 entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms
14 set forth in the Agreement.

15 11. The Court hereby appoints Atticus Administration LLC as Settlement Administrator.
16 Within ten (10) business days of the entry of the Preliminary Approval Order, Defendants shall provide
17 the Settlement Administrator with the Class Data, including information regarding Class Members that
18 Defendant will in good faith compile from its records, including each Class Member's full name, last-
19 known mailing address, last known telephone number, and start and end dates of employment. No later
20 than ten (10) calendar days after receiving the Class Data from Defendants, the Settlement
21 Administrator shall mail copies of the Notice Packet to all Class Members via first class U.S. Mail.

22 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
23 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
24 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
25 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
26 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
27 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
28 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who

1 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class
2 Payment under the Settlement, will not be bound by the Class Release provisions in the Agreement,
3 and will not have any right to object, appeal or comment thereon. Class Members who have not
4 requested exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.

5 13. Any Class Member may appear at the final approval hearing, regardless of whether they
6 have submitted a timely written objection and notice of intention to appear. Class Members may
7 express their views regarding the Settlement and may present evidence and file briefs or other papers
8 that may be proper and relevant to the issues to be heard and determined by the Court as provided in
9 the Notice. Class Members will have forty-five (45) calendar days from the date the Settlement
10 Administrator mails the Class Notice to postmark their written objections to the Settlement
11 Administrator.

12 14. A final approval hearing shall be held before this Court on 4/19/24 at
13 9:30 AM/PM in Department A of the Napa County Superior Court to determine all necessary matters
14 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
15 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
16 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
17 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
18 to the Class; and to finally approve the Class Counsel Fees and Costs, Service Award, and the
19 Settlement Administration Expenses. All papers in support of the motion for final approval and the
20 motion for Class Counsel Fees and Costs and Service Award shall be filed with the Court and served
21 on all counsel within twenty-eight (28) days following the expiration of the Response Deadline.

22 15. In the event the Settlement does not become effective in accordance with the terms of the
23 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
24 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
25 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
26 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
27 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
28 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it

1 is not approved.

2 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
3 and all dates provided for in the Agreement without further notice to Class Members and retains
4 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
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8 Dated: 11/30/23

Cynthia P. [Signature]
9 JUDGE OF THE SUPERIOR COURT
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EXHIBIT 1

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

MICHAEL HILLSTROM and individual, on
behalf of himself and on behalf of all persons
similarly situated

Plaintiff,

v.

CONSTELLATION BRANDS, INC., a
Delaware Corporation; TPWC, INC., a
Delaware Corporation et al.

Defendants.

Case No. 22CV000006

**CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AGREEMENT**

This Class and Representative Action Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Michael Hillstrom (“Plaintiff” or “Class Representative”) on the one hand, individually and on behalf of the Settlement Class and PAGA Members (as defined below), by and through his counsel of record, JCL Law Firm, APC and Zakay Law Group, APLC (collectively, “Class Counsel”), and Defendants Constellation Brands, Inc. and TPWC, Inc. (collectively “Defendants”) on the other hand, by and through their counsel of record, Seyfarth Shaw LLP, subject to the approval of the Court, as provided below. This Settlement Agreement is intended by Plaintiff and Defendants to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions herein, as follows:

1. Definitions.

As used herein, for the purposes of this Settlement Agreement only, the following terms shall be defined as set forth below:

- 1.1 “Action” refers to the civil action entitled: *Michael Hillstrom v. Constellation Brands, Inc., TPWC, Inc., et al.*, California Superior Court, County of Napa, Case No. 22CV000006.
- 1.2 “Class” or “Class Members” refers to all current and former non-exempt employees of Defendants in the State of California at any time during the Class Period.
- 1.3 “Class Counsel” refers to JCL Law Firm, APC and Zakay Law Group, APLC.
- 1.4 “Class Counsel Fees and Costs Award” refers to costs incurred and attorneys’ fees sought by Class Counsel and agreed upon by the Parties for Class Counsel’s litigation and resolution of this Action, subject to Court approval.
- 1.5 “Class Settlement Notice” refers to the form of direct-mail notice to Class Members substantially in the form attached hereto as **Exhibit A**, as may be modified by the Court, entitled the Notice of Settlement of Class Action And Fairness Hearing.
- 1.6 “Class Member Payment” shall refer to the amount paid to a Settlement Class Member who does not submit a timely or valid request to opt out of the settlement, as set forth in Paragraph 16 below.
- 1.7 “Class Period” refers to between January 3, 2018 through July 27, 2023. The Class Period shall be the Release Period.
- 1.8 “Class Representative” and “Plaintiff” refers to Michael Hillstrom.

- 1.9 “Operative Complaint” refers to the Complaint filed by Plaintiff on January 3, 2022 in the Action in the Superior Court of the State of California, County of Napa.
- 1.10 “Response Deadline” refers to a date that is forty-five (45) calendar days after the date that the Class Action Settlement Notice is initially mailed to Class Members, and is the deadline by which Class Members’ requests to opt out or objections must be postmarked in order to be timely.
- 1.11 “Fairness Hearing” refers to the hearing at which the Court will make a final determination whether the terms of the Settlement Agreement are fair, reasonable, and adequate for the Class and meet all applicable requirements for approval.
- 1.12 “Final Approval Order” refers to the final order by the Court approving the Settlement following the Fairness Hearing.
- 1.13 “Effective Date” refers to the date the Court’s order approving the settlement and judgment thereon (“Judgment”) becomes final. For purposes of the Settlement Agreement, the Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (i.e., 61 calendar days after notice of entry of the Court’s Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
- 1.14 “Gross Settlement Amount” (also referred to herein as “GSA”) refers to the maximum settlement payment Defendants shall be obligated to make: Two Million, Five Hundred Thousand Dollars and No Cents (\$2,500,000.00). The GSA shall include all Class Member Payments made to Settlement Class Members, the Court-approved Service Award to the Class Representative, the Court-approved Settlement Administration Costs, the Court-approved Class Counsel Fees and Costs Award, and the Court-Approved PAGA Amount for a release of all Private Attorneys General Act claims as set forth below. It shall expressly exclude employer’s share of payroll taxes on the amounts allocated to claims for unpaid wages, which shall be paid separate, apart and in addition to the GSA by Defendants. The GSA is non-reversionary.
- 1.15 “Judgment” means the judgment entered by the Court based upon the Final Approval.

- 1.16 "Net Settlement Amount" (also referred to herein as "NSA") shall be defined as the GSA minus the Court-approved Service Award to the Class Representative, the Court-approved Settlement Administration Costs, the Court-approved Class Counsel Fees and Costs Award, and the PAGA Amount. The NSA is the maximum amount that shall be available for distribution to and on behalf of Class Members for Class Member Payments.
- 1.17 "PAGA Period" refers to October 30, 2020 through July 27, 2023.
- 1.18 "PAGA Amount" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The Parties have agreed that One-Hundred Thousand Dollars (\$100,000) of the Gross Settlement Amount will be allocated to the resolution of the State of California's and any PAGA Members' claims arising under PAGA. Pursuant to PAGA, 75%, or Seventy-Five Thousand Dollars and No Cents (\$75,000), of the PAGA Amount will be paid to the LWDA ("LWDA Payment"), and 25%, or Twenty-Five Thousand Dollars (\$25,000), of the PAGA Amount will be paid to PAGA Members ("PAGA Member Payment"). The pro rata portion of the PAGA Member Payment made to PAGA Members shall be determined by dividing the total number of pay periods worked during the PAGA Period into the PAGA Member Payment made to PAGA Members to arrive at a value per pay period for each eligible PAGA Member. The value per pay period shall be multiplied by the number of pay periods worked by each PAGA Member during the PAGA Period.
- 1.19 "PAGA Members" refers to all current and former non-exempt employees of Defendants in the State of California at any time during the PAGA Period.
- 1.20 "PAGA Notices" means Plaintiff's letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21 "Parties" refers to Plaintiff Michael Hillstrom, and Defendants Constellation Brands, Inc. and TPWC, Inc. collectively.
- 1.22 "Plaintiff's Released Claims" are those claims defined in Paragraph 13.3 that are released solely by Plaintiff against the Released Parties.
- 1.23 "Preliminary Approval" refers to the date the Court grants preliminary approval of the Settlement.

- 1.24 "Preliminary Approval Order" refers to the Court's Order granting Preliminary Approval of the Settlement.
- 1.25 "Released Claims" are those claims defined in Paragraph 13 that, where applicable, are released by Settlement Class Members, the State of California, and PAGA Members. Released Claims excludes claims brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of *Gregoria Cruz v. Constellation Brands U.S. Operations, Inc.* pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208
- 1.26 "Released Parties" means: Defendants Constellation Brands, Inc., TPWC, Inc. and their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of their owners, shareholders, members, officers, directors, exempt employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them. The Released Parties does not include Constellation Brands U.S. Operations Inc., solely with regard to the claims brought against it by the putative class in the pending action of *Gregoria Cruz v. Constellation Brands U.S. Operations, Inc.*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.
- 1.27 "Service Award" refers to the Court's award of a monetary payment to Plaintiff for his services as Class Representative as described in Paragraph 7, to be paid from the Gross Settlement Amount, and in return for executing Plaintiff's Released Claims as set forth in Paragraph 13.
- 1.28 "Settlement" refers to the settlement of the Action on behalf of the Settlement Class under the terms and conditions set forth in this Settlement Agreement.
- 1.29 "Settlement Administration Costs" refers to the costs that the Parties agree to pay the Settlement Administrator, subject to Court approval, for its fees and costs to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement. The Parties anticipate that the Settlement Administration Costs will not exceed \$13,000.00.
- 1.30 "Settlement Administrator" refers to the third-party administrator mutually selected by the parties, subject to Court approval, to perform the notice, claims administration, and distribution functions further described in this Settlement Agreement. The Parties agree to use Atticus Administration subject to Court approval. The Parties

and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 1.31 “Settlement Class” or “Settlement Class Members” refers to all Class Members, or individual Class Members as defined in Paragraph 1.2 who do not request to opt out of the Settlement pursuant to Paragraph 16 of this Settlement Agreement.
- 1.32 “Workweek” shall be defined the same as defined by Defendant with regard to its payment of wages to Class Members during their employment. For purposes of this Settlement. A Class Member that works any time in a Workweek will be credited for a full workweek of employment for that Workweek.

2. Procedural History and Recitals.

- 2.1 On or about October 27, 2021, Plaintiff sent a letter to the LWDA (LWDA Letter) thereby authorizing him to represent the State of California as a private attorney general for the purposes of PAGA after the expiration of the applicable 65-day exhaustion period. Plaintiff filed the Operative Complaint in the Action on or about January 3, 2022.
- 2.2 Plaintiff’s Operative Complaint alleges causes of action for: (1) unfair competition in violation of California Business & Professions Code §§ 17200 et seq; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of Labor Code §§ 510 et seq., (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (5) failure to provide required rest period in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order, (6) failure to provide accurate itemized statements in violation of California Labor Code § 226, (7) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203, (8) failure to reimburse employees for required expenses in violation of California Labor Code § 2802, (9) unpaid sick pay in violation of California Labor Code § 246, and (10) violation of the Private Attorneys General Act [Labor Code §§ 2698 et seq.].
- 2.3 On April 27, 2023, the Parties participated in a mediation session before mediator Jeffrey Ross, an experienced mediator who has mediated numerous wage-hour class actions. After the mediation session, the Parties reached the basic terms of a settlement, and thereafter signed a binding Memorandum of Understanding and

agreed to prepare this formal settlement agreement, subject to Court approval.

- 2.4 Defendants deny each of the claims in the Operative Complaint and the LWDA Letter, and further deny that they are liable to Plaintiff or the Class, or the State of California, or the PAGA Members, and further deny that, for any purpose other than settling the Action, this Action is appropriate for class or representative action treatment.
- 2.5 Prior to mediation Plaintiff obtained, through informal discovery, relevant wage and hour policies and procedures, such as meal and rest break policies, and sample time and payroll records for the Class. The Parties agree that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"). Class Counsel represent that they have thoroughly investigated the class and PAGA claims against Defendants. Class Counsel represent that they have conducted their own investigation into the underlying facts, events, and issues related to the subject matter of this Action. Class Counsel represent that they have further undertaken an extensive analysis of the legal principles applicable to the claims asserted against Defendants, and the potential defenses thereto. Both Class Counsel and Defendants have had an opportunity to evaluate their respective positions on the merits of the claims asserted.
- 2.6 Class Counsel also has engaged in intensive arms-length negotiations with counsel for Defendants with a view toward achieving substantial benefits for the Class, the State of California, and the PAGA Members, while avoiding the cost, delay and uncertainty of further litigation, trial, and appellate review.
- 2.7 As a consequence of said negotiations, and of Class Counsel's investigation, analysis and discovery, Plaintiff and Class Counsel determined to enter into this Settlement Agreement on the terms and conditions hereinafter set forth, believing such Settlement to be fair, reasonable, and adequate and in the best interests of Class Members, the State of California, and the PAGA Members. Plaintiff and Class Counsel have determined to execute this Settlement Agreement and urge approval by the Court of the proposed Settlement after considering: (1) the substantial factual and legal defenses asserted by Defendants to the claims asserted in the Action; (2) the potential difficulties Plaintiff and Class Members would encounter in establishing the elements of their claims; (3) the substantial benefits that Class Members, the State of California and the PAGA Members shall receive pursuant to the proposed Settlement; (4) the fact that

the proposed Settlement ensures that Class Members shall receive relief in the most expeditious and efficient manner practicable, and thus much sooner than would be possible were the claims to be litigated successfully through trial and appeal; and (5) the fact that the proposed Settlement allows persons who would otherwise fall within the definition of the Class, if they so desire, to opt out of the Settlement and individually pursue the claims alleged in the Action. Nothing contained in this Agreement or the fact that the Parties have entered into this Agreement, establishes or presumes liability by Defendants or the Released Parties as to any individual claims by any Class Member or PAGA Member.

2.8 As set forth above, without admitting any wrongdoing or liability, Defendants are willing to agree to the terms of the proposed Settlement provided that all of the Released Claims (as defined below) are settled and compromised, in order to fully resolve all issues relating to the subject matter of the Action.

2.9 The Court has not granted class certification in this Action.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, and of the release and dismissal of all Released Claims, Plaintiff, on behalf of himself and as the Class Representative on behalf of the Class, and as a private attorney general, on behalf of the State of California and the PAGA Members, Class Counsel, and Defendants agree to the terms and provisions of this Settlement Agreement, subject to the approval of the Court.

3. Stipulation to Certification and Limitation on Effect of Settlement.

3.1 The Settlement shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class is appropriate or proper or that Plaintiff could establish any of the requisite elements for class or representative action treatment of any of the claims in the Action. For purposes of this Settlement only, the Parties stipulate to the certification of the Class under California Code of Civil Procedure Section 382. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated, Defendants expressly reserve all rights to challenge certification of a class and the appropriateness of representative action treatment on all available grounds.

4. Establishment of the GSA.

4.1 This Settlement shall be made on a non-claims-made basis and will be non-reversionary. Defendants shall pay a total of no more than the GSA, except as provided in Paragraph 4.2, below and for the

employer's share of payroll taxes on the amounts allocated to claims for unpaid wages, which shall be paid separate and apart from the GSA.

- 4.2 Defendants estimate that there were approximately 756 Class Members as of December 31, 2022. Defendants estimate that Class members worked approximately 66,717 Workweeks during the period of January 3, 2018, through April 27, 2023. If, the actual number of Workweeks worked by Class Members during the Class Period is more than five percent (5%) of this estimate – i.e., if there are more than 70,053 Workweeks worked by Class Members during the Class Period – then either the GSA will be increased by the same proportion above 70,053 (i.e., if there is a 6% increase in the number of Workweeks during the Class Period, Defendants have the option to increase the GSA by 1% to cover the entire Class Period), or Defendants shall have the option to cut off the Class Period as of the date that there are 70,053 Workweeks.
- 4.3 Payment by Defendants pursuant to this Settlement Agreement shall settle for Settlement Class Members, the State of California, and PAGA Members, all Released Claims between the Released Parties and Settlement Class Members, the State of California, and the PAGA Members, including all Class Member Payments, all PAGA penalty payments to the LWDA and PAGA Members, the Court-approved Service Award to the Class Representative, the Court-approved Settlement Administration Costs, and the Court-approved Class Counsel Fees and Costs Award.

5. Calculation of the NSA and Distribution of Settlement Proceeds.

- 5.1 This Settlement shall be a “non-claims-made” settlement. Each Settlement Class Member will be entitled to a share of the NSA for the individual Class Member’s Payment in accordance with the formula set forth below. Payments will be made from the NSA only to Settlement Class Members, as set forth herein. Assuming the Court approves the maximum amounts sought to be deducted from the GSA, the NSA is estimated to be \$1,506,166.67.

- 5.1.1 Each Settlement Class Member will be paid a portion of the NSA in accordance with the following formula:

- 5.1.1.1 The pro rata portion of the NSA to be distributed to each Settlement Class Member shall be determined by dividing the total number of Workweeks worked during the Class Period into the NSA to arrive at a value per Workweek for each eligible Settlement Class Member. The value per Workweek shall be

multiplied by the number of Workweeks worked by each Settlement Class Member during the Class Period. For purposes of payment, Workweeks shall be determined based on hire dates, termination dates, and re-hire dates, as applicable.

5.1.1.2 The pro rata portion of the PAGA Payment made to PAGA Members shall be determined by dividing the total number of pay periods worked during the PAGA Period into the PAGA Payment made to PAGA Members to arrive at a value per pay period for each eligible PAGA Member. The value per pay period shall be multiplied by the number of pay periods worked by each PAGA Member during the PAGA Periods.

5.1.2 The amount distributed to Settlement Class Members in the form of Class Member Payments will not exceed the NSA.

5.2 Payments to Class Members pursuant to this Settlement Agreement are not intended by the Parties to be compensation for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term "benefit plan" means every ERISA "employee benefit plan," as defined in the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

6. Class Counsel Fees and Costs Award.

Class Counsel shall move for Class Counsel Fees and Costs Award contemporaneous with the motion for the Final Approval Order requesting, and to which Defendants agree to not oppose, Class Counsel Fees that is equal to or less than \$833,333.33 (i.e., one-third of the GSA), plus a Costs Award up to \$35,000.00. Defendants retain the right to oppose a request for Class Counsel Fees exceeding one-third% GSA or a request for Costs Award in excess of \$35,000.00. If the Court awards a lower amount of Class Counsel Fees or Costs Award requested by Class Counsel, the other terms of this Agreement shall apply. Should the Court approve Class Counsel Fees or Costs Award in an amount less than that set forth herein, the unapproved portion or portions shall revert to the NSA and be apportioned to Settlement Class Members as described in Paragraph 5 of this Settlement Agreement. The awards of Class Counsel Fees or Costs Award in the amounts

sought is not a material term of this Agreement and the award of any of these items at less than requested by Class Counsel does not give rise to a basis to abrogate this Agreement.

7. Service Awards.

Class Counsel shall file a motion requesting a Service Award. Defendants agree not to object to a Service Award up to \$12,500.00 to Plaintiff from the GSA in consideration for serving as Class Representative and in exchange for Plaintiff's Released Claims. Defendants retain the right to object to a request for a Service Award in excess of this amount. If the Court awards a lower amount for the Service Award requested by Plaintiff's counsel, the other terms of this Agreement shall apply. Should the Court approve a Service Award in an amount less than that requested by Plaintiff, the unapproved portion or portions shall revert to the NSA and be apportioned to Settlement Class Members as described in Paragraph 5 of this Settlement Agreement. The award of a Service Award in the amount sought is not a material term of this Agreement and the award of an amount less than requested by Plaintiff does not give rise to a basis to abrogate this Agreement.

8. PAGA Amount.

Subject to Court approval, the Parties agree that the amount of One-Hundred Thousand Dollars and No Cents (\$100,000.00) of the GSA will be allocated to the resolution of any claims arising under PAGA. Pursuant to PAGA, 75%, or Seventy-Five Thousand Dollars and No Cents (\$75,000), of the PAGA Amount will be paid to the LWDA ("LWDA Payment"), and 25%, or Twenty-Five Thousand Dollars and No Cents (\$25,000), of the PAGA Amount will be paid to PAGA Members based on the number of pay periods worked by any individual PAGA Member in relation to the number of pay periods worked by all PAGA Members during the PAGA Period ("PAGA Members Payment"). Defendants retain the right to oppose a request for a PAGA Amount exceeding this amount. If the PAGA Amount approved by the Court is less than the specific amount, it does not give rise to a basis to abrogate this Settlement Agreement. Any unapproved amount of the PAGA Amount shall be allocated to the NSA and be apportioned to Settlement Class Members as described in Paragraph 5 of this Settlement Agreement.

9. Costs of Settlement Administration.

The Parties agree to mutually select Atticus Administration as the Settlement Administrator in this Action. This administration duty shall include without limitation, setting up an Qualified Settlement Fund for funding of the Settlement, obtaining tax identification number(s) for Defendants applicable to the Settlement, calculating the Class Member Payments, PAGA Member payments, performing an initial National Change of Address ("NCOA") search upon receipt of the Class Member mailing addresses, mailing the Notice Packets, performing one skip trace on Notice Packets, returned as undeliverable, establishing a hotline

telephone number to communicate with Class Members about the Settlement, reviewing and processing requests to opt out of the settlement, reviewing and submitting to Class Counsel and Defendants' counsel any received objections, mailing the Class Members Payments and tax forms to the Settlement Class Members, and making all required distributions to Settlement Class Members, the State of California and PAGA Members. The Settlement Administrator will report payment of the individual Class Member Payments and PAGA Members to all required taxing and other authorities, and requisite reporting documentation to the applicable taxing agencies, and issue Internal Revenue Service Forms 1099. The Settlement Administrator will establish a Qualified Settlement Fund ("QSF"), pursuant to U.S. Treasury Regulation Section 468B(g) of the Internal Revenue Service for the purposes of administering the Settlement. All Settlement Administration Costs shall be taken from the GSA. The Parties expect Settlement Administration Costs to not exceed \$13,000.00. Any unapproved amount of Settlement Administration Costs shall be allocated to the NSA and apportioned to the Class Members as described in Paragraph 5 of this Settlement Agreement. The award of Settlement Administrator Costs in the amount sought is not a material term of this Agreement and the award of an amount less than requested by Plaintiffs does not give rise to a basis to abrogate this Agreement.

The Settlement Administrator will establish and maintain and use an internet webpage hosted on the Settlement Administrator's website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Settlement Notice, the Motion for Final Approval, the Motion for Class Counsel Fees and Costs Award and Service Awards, the Final Approval and the Judgment. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

10. Payment Procedure.

- 10.1 Funding the Settlement. Within 10 (ten) business days after the Effective Date, Defendants will deposit money into an account, through the Settlement Administrator, in an amount equal to the GSA and the employer's share of payroll taxes on the amounts allocated to claims for unpaid wages.
- 10.2 Employer Identification Number. The Settlement Administrator will obtain a separate Employer Identification Number to be used for purposes relating to the settlement fund including calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 10.3 Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a

Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

- 10.4 Payments to Class Members, Class Counsel, Class Representatives, and Taxing Authorities. Within 10 (ten) calendar days after the funding of the Settlement, the Settlement Administrator will pay via check (the "Class Member Payment check"): (1) the NSA to the Settlement Class Members per the terms of this Settlement Agreement and the Final Approval Order; (2) the Court-approved Class Counsel Fees and Costs Award; (3) the Court-approved Settlement Administration Costs; (4) the Court-approved Service Award to the Class Representative; and (5) the Court-approved PAGA Amount to the proper State authority and the PAGA Members. The Settlement Administrator shall also, within the time periods prescribed by law and/or regulations, remit all applicable tax withholdings (if any) to the appropriate taxing authorities. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 10.5 Uncashed Class Payments. In the event that a Class Member Payment check as calculated set forth in Paragraph 5 is not cashed within 180 calendar days from the date initially mailed by the Settlement Administrator, such funds shall escheat to the State and shall be sent by the Settlement Administrator to the State Controller's Office, Unclaimed Property Division, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). In such event, release of Released Claims will remain binding upon the affected Settlement Class Member. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date.
- 10.6 Returned Checks. With respect to those Settlement Class Members whose checks are undelivered without USPS forwarding address, the Settlement Administrator must investigate and search for their mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact with Settlement Class Members. Within 7 days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the steps provided above. The Settlement Administrator need not take further steps to deliver checks to Class Settlement Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any

Settlement Class Member whose original check was lost or misplaced, requested by the Settlement Class Member prior to the void date, unless the Settlement Class Member's check has already been cashed.

11. Tax Treatment.

11.1 Tax Treatment of Claimed Portion of Settlement Payments. One-third (1/3) of the NSA attributable to the Class settlement award will be allocated to the settlement of disputed claims for wages, and two-thirds (2/3) of the NSA attributable to the Class Settlement Award will be allocated to the settlement of disputed non-wage claims – i.e. penalties and interest. The Settlement Administrator will issue to Settlement Class Members a form W-2 for all amounts attributable to disputed wage claims, making all deductions and withholdings required by law and a form 1099 for all amounts attributable to disputed non-wage claims. The Settlement Administrator will issue to the PAGA Members a form 1099 for all amounts attributable PAGA Payments. Settlement Class Members and PAGA Members shall assume full responsibility and liability for the payment of taxes due on payment amounts allocated to the settlement of disputed non-wage claims and PAGA payments.

11.2 Tax Treatment of Class Representative Service Award. Plaintiff will receive an IRS Form 1099 for his individual Service Award, and will be responsible for payment of any taxes owing on said amount. Plaintiff shall assume full responsibility and liability for the payment of taxes due on such Service Award

11.3 Tax Treatment of Attorneys' Fees And Cost Award. Class Counsel will receive an IRS Form 1099 for any amount awarded to Class Counsel in the Class Counsel Fees or Costs Awards and will be responsible for payment of any taxes owing on said amounts. Class Counsel shall assume full responsibility and liability for the payment of taxes due on such amounts.

11.4 No Tax Advice. Plaintiff and Class Counsel acknowledge that Defendants are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement. Each Settlement Class Member and PAGA Member agrees to indemnify, and hold harmless Defendants and their counsel, from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

12. Resolution of Disputes Relating to Amounts Owed to a Settlement Class Member.

If a Settlement Class Member timely disputes the number of Workweeks listed on the Class Settlement Notice, the Settlement Administrator will review any documentation provided by the Settlement Class Member, as well as records for the Settlement Class Member provided by Defendants, to determine whether there was an error in the number of Workweeks calculated, and adjust any payment to be allocated if necessary. In the absence of definitive documentation provided by the Settlement Class Member, the Settlement Administrator's Workweek calculation based on the Class Data as defined in paragraph 14.2.1 below, shall be determinative for purposes of calculating the number of Workweeks during the Class Period, and number of pay periods during the PAGA Period.

13. Releases.

Upon full payment by Defendants of the GSA to the Settlement Administrator, and in exchange for the consideration set forth in this Settlement Agreement, Plaintiff, the Settlement Class Members, and PAGA Members agree to release those claims set forth herein as applicable.

- 13.1 Release by Settlement Class Members: All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, restitution, actions or causes of action of whatever kind or nature, contingent or accrued, and irrespective of theory of recovery, that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action or PAGA Notices, arising during the Class Period, except for claims for PAGA penalties which are separately released herein below. The released claims include, but are not limited to, claims for failure to pay sick time pay at the correct rate, failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to furnish accurate wage statements, failure to pay final wages upon separation of employment, claims related to payment of wages based on failure to properly calculate the regular rate of pay, failure to reimburse business expenses, claims derivative and/or related to these claims, liquidated damages, conversion of wages, and claims under the UCL (Business and Professions Code Section 17200 et seq.) arising from the Labor Code violations released herein. This release excludes claims brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending

action of *Gregoria Cruz v. Constellation Brands U.S. Operations*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.

- 13.2 Release by PAGA Members: All PAGA Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns and the State of California are deemed to release, the Released Parties from all claims for penalties under PAGA during the PAGA Period that were or could have been alleged in the Action based on the facts or claims alleged in any version of the complaint or enumerated in the LWDA Letter irrespective of the underlying theory of recovery supporting the claim for PAGA penalties. This release excludes claims brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of *Georgia Cruz v. Constellation Brands U.S. Operations*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.
- 13.3 In addition to the foregoing releases, Plaintiff agrees to a general release of all claims, known or unknown, in favor of Defendants and the Released Parties. This general release will include a waiver of rights under section 1542 of the California Civil Code. Plaintiff makes this release understanding the significance of this waiver. Section 1542 provides:
- “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”
- 13.4 Plaintiff warrants and represents that he has not assigned or, transferred, to any person or entity any of Plaintiff's Released Claims or any rights, claims, or causes of action arising out of Plaintiffs' Released Claims. In addition, Plaintiff shall defend, hold harmless, and indemnify the Released Parties, or any of them, from and against any claims, damages, litigation, causes of action, and expenses, including reasonable attorneys' fees, resulting from any breach by Plaintiff of this warranty and representation, or any breach by Plaintiff of his release of Plaintiff's Released Claims.

13.5 Prohibition on Subsequent Assertion of Released Claims. Plaintiff, to the fullest extent allowed by law, is prohibited from asserting a Plaintiff's Released Claims, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on Plaintiff's Released Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process. Settlement Class Members, to the fullest extent allowed by law, are prohibited from asserting a Released Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on Released Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process. The State of California and PAGA Members, to the fullest extent allowed by law, are prohibited from asserting a Released Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on the Released PAGA Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process.

14. **Class Settlement Notice and Claims Administration.**

14.1 Engagement of Settlement Administrator. The Parties agree to Atticus Administration as the Settlement Administrator to perform the notice and other settlement claims administration functions set forth below.

14.1.1 The Settlement Administrator shall provide Defendants' counsel and Class Counsel with weekly summary reports, including the total number of Class Settlement Notices that were returned as undeliverable, the total number of objections and requests to opt out of the settlement, and the amounts not claimed by Class Members as a result of the submission of timely and valid requests to opt out of the settlement, if any, and/or any uncashed or undeliverable Settlement Checks. The Settlement Administrator shall maintain records of its work, which shall be available for inspection upon request by Defendants' counsel or Class Counsel.

14.1.2 The Administrator will promptly review on a rolling basis opt-out requests to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting opt-out requests, the Settlement Administrator shall email a list to Class Counsel and Defendants' Counsel containing (a) the

names and other identifying information of Class Members who have timely submitted valid opt-out requests ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid opt-out requests; (c) copies of all opt-out requests from Settlement submitted (whether valid or invalid).

14.1.3 Not later than 14 days before the date by which Plaintiff is required to file his Motion for Final Approval, the Settlement Administrator will provide to Class Counsel and Defendants' Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Settlement Notice, the Class Settlement Notices returned as undelivered, the re-mailing of Class Settlement Notices, attempts to locate Class Members, the total number of opt-out requests from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

14.1.4 Within 10 days after the Settlement Administrator disburses all funds in the GSA, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

14.2 Identification of Class Members.

14.2.1 Within ten (10) business days of the entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with the following class data, to the extent that it possesses the information.

- (1) the names, last known addresses, and last known telephone numbers of each Class Member;

- (2) start and end dates of employment for each Class Member for the Settlement Administrator to calculate the number of Workweeks worked by each Class Member during the Class Period and number of pay periods worked by each PAGA Member during the PAGA Period;

14.2.1.2 To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

14.2.2 Upon its receipt of the Class Data, the Settlement Administrator shall access the National Change of Address ("NCOA") Database, and update the addresses.

14.2.3 No later than 3 business days after receipt of the Class Data, the Settlement Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and pay periods in the Class Data.

14.2.4 The Settlement Administrator shall provide the Notice Packet by first class mail, forwarding requested, to the Class Members at the addresses identified through the process described above. This mailing shall occur no later than ten calendar days after receipt of the Class Data. The first page of the Class Settlement Notice shall estimate the dollar amounts of any Class Member Payment and/or PAGA Member Payment payable to the Settlement Class Member, and the number of Workweeks and pay periods (if applicable) used to calculate these amounts.

- 14.2.5 As to any Class Member Settlement Notices that are returned as undeliverable within 30 calendar days after the date of the initial mailing or where the NCOA Database indicates that the last known address of any Class Member is invalid or otherwise undeliverable, the Settlement Administrator shall perform one-skip trace procedure. Such skip-trace procedure shall be performed within two business days of the date on which the Settlement Administrator is informed that a Notice Packet is undeliverable. If this procedure reveals a new address, the Settlement Administrator shall within five business days thereafter re-mail the Notice Packet to the new address.
- 14.2.6 If Defendants and the Settlement Administrator determine, based upon further review of available data, that a person previously identified as being a Class Member or PAGA Member should not be so included or identify a person who should have been included as a Class Member or a PAGA Member but was not so included, Defendants and the Settlement Administrator shall promptly delete or add such person as appropriate and immediately notify Class Counsel prior to such deletions or additions (and the reasons therefore).
- 14.2.7 If the Settlement Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Settlement Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.
- 14.2.8 Other than the obligations set forth in this Settlement Agreement, Defendants shall have no additional obligation to identify or locate any Class Member or PAGA Member or have any liability in connection with the provision of information to the Settlement Administrator or otherwise.

14.3 Class Settlement Notice and Notification of Workweeks & Pay Periods.

14.3.1 Class Settlement Notice for Persons Identified as Class Members. The Class Settlement Notice shall be a pre-printed notice, in substantially the form attached hereto as **Exhibit A** and to be approved by the Court. In addition to other information contained on the Class Settlement Notice, the Class Settlement Notice shall state: (1) the number of Workweeks that the Class Member worked in California during the Class Period; (2) and the number of pay periods that the PAGA Member worked in California during the PAGA Period. The Workweeks and pay periods shall be determined according to Defendants' records. The Class Settlement Notice also shall include an estimate of the Class Member's individual Class Member Payment and an explanation of the pro rata distribution formula.

14.3.2 A Class Member may challenge the Workweeks or pay periods by communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks or pay periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Parties are entitled to respond to a Class Member's challenge and submit documentation or information supporting their view of the Workweeks or pay periods worked by the Class Member. The Settlement Administrator's determination of each Class Member's allocation of Workweeks or pay periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or pay periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the challenges.

15. **Objections to the Settlement.**

Any Class Member who does not submit a valid and timely request to opt out of the settlement (i.e., a Settlement Class Member) may object to the Settlement. Any Settlement Class Member who wishes to object to the Settlement must submit a written objection, by fax, email, or mail to the Settlement Administrator no later than the Response Deadline. The objection must include the case name and number and must set forth, in clear and concise terms, a statement of the reasons why the

objector believes that the Court should find that the Settlement is not in the best interest of the Class Members and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection. The Settlement Administrator will promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel. Settlement Class Members shall be entitled to appear and/or object at the Final Approval Hearing regardless of whether they have submitted a timely written objection and notice of intention to appear pursuant to this Section. Settlement Class Members may appear at the Final Approval Hearing, either in person or through a lawyer retained at their own expense.

16. Right to Opt Out.

16.1 Class Members who do not timely opt out of the Settlement will be deemed to participate in the Settlement and shall become a Settlement Class Member without having to submit a claim form or take any other action. In order to opt out of the Settlement, the Class Member must timely submit by fax, email, or mail, an opt-out request to the Settlement Administrator by the Response Deadline. If by mail the Opt Out must be post marked by the Response Deadline to be timely. The opt-out request should state the Class Member's name, address, telephone number, and signature. However, the Settlement Administrator may not reject an opt-out request as invalid because it fails to contain all the information specified in the Class Settlement Notice. The Settlement Administrator shall accept any opt-out request as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of an opt-out request, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

16.2 Any opt-out request that is not postmarked by the Response Deadline will be invalid. In the event that, prior to the Response Deadline, any Class Settlement Notice mailed to a Class Member is returned as having been undelivered by the U.S. Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address correction for such Class Member(s), and a second Class Settlement Notice will be sent to any new or different address obtained. Class Members who received a re-mailed Class Settlement Member Notices shall have their Response Deadline extended fifteen (15) days from the original Response Deadline. Class Members who opt out of the Settlement pursuant to the terms of this

Agreement shall not be permitted to object to the Settlement or appeal and shall not receive any Class Member Payment from the Net Settlement Amount. Class Member Payments for those Class Members who opt out of the Settlement shall be added to the Net Settlement Amount and distributed to the Settlement Class Members. Class Members who opt out also shall not be bound by the Class Release provisions in this Agreement or the Final Approval Order. However, PAGA Members cannot opt out of the Release by PAGA Members, and will be bound by that release, regardless of whether they opt out of the Release By Settlement Class Members. Each Class Member who does not opt out of the Settlement shall remain qualified to receive a Class Member Payment and shall be subject to being bound by the applicable Released Class Claims provisions in this Agreement and the Final Approval Order, regardless of whether the Class Member actually receives the Class Settlement Notice or objects to the Settlement.

- 16.3 Except for persons who elect to opt out of the Class in the manner and within the time limits specified above and in the Class Settlement Notice, all Class Members shall be deemed to be within the Class for all purposes under this Settlement Agreement, shall be bound by the terms and conditions of this Settlement Agreement (including the release provisions in Paragraph 13), including all orders issued pursuant thereto, and shall be deemed to have waived all unstated objections and unstated opposition to the fairness, reasonableness, and adequacy of this Settlement Agreement, and any of its terms. PAGA Members do not have the right to opt out of the portion of the Agreement that applies to the PAGA Member Payment or the Released PAGA Claims.
- 16.4 If the Settlement Agreement is given final approval and the Effective Date occurs, it shall operate as a full, complete, and final release of all Plaintiffs' Released Claims, and all Released Class Claims and Released PAGA Claims and as an effective covenant not to sue.

17. Application for Preliminary Approval Order.

After the Parties' execution of this Agreement, Plaintiffs shall file for preliminary approval of the proposed Settlement, requesting a Preliminary Approval Order that contains the following provisions:

- (1) preliminarily approving the Settlement Agreement and its terms;
- (2) approving the form of the Class Settlement Notice, and finding that the proposed method of disseminating the Class Settlement Notice

meets the requirements of due process and is the best notice practicable under the circumstances;

- (3) establishing the procedures and the deadline by which Class Members may assert objections to the Settlement or opt out of the Settlement;
- (4) establishing a deadline to submit papers/briefing in response to any objections and for Plaintiffs to submit papers/briefing in support of final approval of the Settlement Agreement including the Service Awards for the Class Representatives and the Class Counsel Fees and Costs Award;
- (5) appointing Class Counsel, the Settlement Administrator, and the Class Representatives; and
- (6) setting a date for the Fairness Hearing.

Counsel for Defendants will be given an opportunity to comment on said motion prior to filing, and such comments shall be implemented to the extent they are deemed reasonable by Plaintiff and Class Counsel.

18. Final Approval Order and Judgment.

If the Settlement shall be finally approved by the Court following the Fairness Hearing, the Parties hereto shall jointly request that the Court enter a Final Approval Order and Judgment, which includes the following provisions:

- (1) confirming certification of the Settlement Class for settlement purposes;
- (2) finding that the dissemination of the Class Settlement Notice, in the form and manner ordered by the Court was accomplished as directed, and met the requirements of due process; and
- (3) finally approving the Settlement Agreement and the Settlement as fair, reasonable and adequate and directing consummation of the Settlement in accordance with its terms and provisions, including the terms of the Settlement Agreement that pertain to the PAGA Amount and the Released PAGA Claims.

The Judgment shall include the following provisions:

- (1) directing the Parties to implement the terms of the Settlement Agreement;

- (2) releasing and discharging the Released Parties from any and all liability with respect to the Plaintiff's Released Claims as hereinabove provided, except for full payment of the GSA;
- (3) releasing and discharging the Released Parties from any and all liability with respect to the Released Class Claims and Released PAGA Claims as hereinabove provided;
- (4) resolving and settling all of Plaintiff's Released Claims as hereinabove provided, with the release precluding him from instituting, commencing, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of themselves, or in any other capacity of any kind whatsoever, any action in this Court, any other or federal state court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party that asserts any claims that are Plaintiff's Released Claims under the terms of the Settlement;
- (5) resolving and settling all the Released Class Claims by all Settlement Class Members as hereinabove provided, with the release precluding them from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of himself or herself, or in any other capacity of any kind whatsoever, any action in this Court, any other state or federal court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party that asserts any claims that are Released Class Claims under the terms of the Settlement.
- (6) resolving and settling all the Released PAGA Claims by the State of California and all PAGA Members as hereinabove provided, with the release precluding them from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively, or on behalf of himself or herself, or in any other capacity of any kind whatsoever, any action in this Court, any other state or federal court, or any arbitration or mediation proceeding or any other similar proceeding, against any Released Party that asserts any claims that are Released PAGA Claims under the terms of the Settlement;
- (7) awarding the Service Award to the Class Representative, Class Counsel Fees and Costs Award to Class Counsel, and Settlement Administration Costs to the Settlement Administrator, as determined by the Court;
- (8) approving the PAGA Member Payment and the Released PAGA Claims;

- (9) reserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Settlement and enforcement of the Judgment; and
- (10) dismissing the Action with prejudice.

20. Effect of Settlement Not Being Final.

In the event that the Settlement does not become Final then the Settlement Agreement shall become null and void, and all negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights of any and all Parties hereto, and all Parties and their respective predecessors and successors shall be deemed to have reverted to their respective positions in the Action as of the date and time immediately prior to the execution of this Settlement Agreement, and shall retain all rights to make all arguments regarding the merits of the claims and the appropriateness of the case for class and/or representative action treatment. If the Court does not approve either preliminarily or finally any material term or condition of the Settlement Agreement, or if the Court effects a material change to the Settlement, then this entire Settlement Agreement will be, at the Parties' discretion, voidable and unenforceable.

21. Tolerance of Requests to Opt Out.

Notwithstanding any other provision of this Settlement Agreement, Defendants shall retain the right, in the exercise of their sole discretion, to nullify the Settlement within 15 calendar days after expiration of the Response Deadline if more than five percent (5%) of Class Members choose to validly and timely request to opt out of this Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Settlement Agreement; provided, however, the withdrawing Defendants will remain responsible for paying all Settlement Administration Costs incurred to that point.

22. No Admissions.

The Parties understand and agree that this Settlement Agreement is the result of a good faith compromise settlement of disputed claims, and no part of this Settlement Agreement or any conduct or written or oral statements made in connection with this Settlement and this Settlement Agreement, whether or not the Settlement is finally approved and/or consummated, may be offered as or construed to be an admission or concession of any kind by Defendants, or any of the Class Members, Released Parties, or Plaintiff. This Settlement and this Settlement Agreement shall not constitute an admission on behalf of Defendants of any form of liability or the accuracy of any allegation made by Plaintiffs or Class Counsel.

23. Waiver of Right to Appeal.

Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Costs Award reflected set forth in this Settlement, the Parties, their respective counsel, and all Settlement Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If the Judgment is appealed, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

24. Amended Judgment.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

25. Avoidance of Undue Publicity.

The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the settlement. If counsel for any party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the Settlement. Class Counsel agrees not to identify Defendants in any way in any website, blog, article, or social media. Nothing in this provision shall prevent Defendants from making any required disclosure or Class Counsel from referencing the Settlement in adequacy filings. Neither Plaintiff nor Class Counsel will publicize the Settlement in any way, except that nothing in this Settlement Agreement shall preclude Class Counsel from communicating with members of the Settlement Class about the Agreement or in submitting filings with the Court or the LWDA in furtherance of obtaining approval of the Settlement. Nor shall anything herein restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience or otherwise allowing the Judgment to become known to Class Members.

26. Extensions of Time.

Without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

27. Construction.

This Settlement Agreement was entered into after substantial good faith, arms-length negotiations between the Parties' counsel. This Settlement Agreement has been entered into without any coercion and under no duress. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it shall not be deemed to have been prepared or drafted by one party or another.

28. Good Faith.

The Parties to this Settlement Agreement agree that it reflects their good faith compromise of the claims raised in the Action, or those that could have been raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. The Parties to this Settlement Agreement pledge their good faith and fair dealing in supporting the approval of this Settlement by the Court, are represented by competent counsel, and have had an opportunity to consult with counsel prior to execution of this Settlement Agreement.

29. Due Authority of Attorneys.

Each of the attorneys executing this Settlement Agreement on behalf of one or more Parties hereto warrants and represents that he or she has been duly authorized and empowered to execute this Settlement Agreement on behalf of each such respective Party and to bind them to the terms hereof.

30. Entire Agreement.

This Settlement Agreement (including all Exhibits hereto) sets forth the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding the subjects covered herein. The Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties which are not embodied or incorporated by reference herein.

31. Modification or Amendment.

This Settlement Agreement may not be modified or amended except in a writing signed by all signatories hereto or their successors in interest.

32. Successors.

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors

and assigns, and upon any corporation, partnership or other entity into or with which any Party hereto may merge, combine or consolidate.

33. Counterparts.

This Settlement Agreement may be executed in counterparts, by facsimile or electronically, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

34. Waivers.

The waiver by any Party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

35. Governing Law.

This Settlement Agreement shall be governed by and construed, enforced, and administered in accordance with the internal laws of the State of California.

36. Headings.

The headings contained in this Settlement Agreement are for convenience and reference purposes only, and shall not be given weight in its construction.

37. Continuing Jurisdiction.

The Court in which the Parties will seek approval of the Settlement shall retain continuing jurisdiction over the Action to ensure the continuing implementation and enforcement of the provisions of this Settlement Agreement under applicable law, including, but not limited to, California Code of Civil section 664.6.

38. Notices.

Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Settlement Agreement, other than notice to the Class or Class Members, shall be in writing and mailed or emailed as follows: (1) to Class Representative, the Class, and Class Counsel to the attention of Jean-Claude Lapuyade, JCL Law Firm, APC, 5440 Morehouse Drive, Suite 3600, (619) 599-8292, jlapuyade@jcl-lawfirm.com, and Shani O. Zakay, Zakay Law Group, APLC, 5440 Morehouse Drive, Suite 3600, (619) 255-9407, shani@zakaylaw.com; or any alternative address provided, (2) to Defendants and counsel for Defendants, to the attention of Andrew M. Paley, Seyfarth Shaw LLP, 2029 Century Park East, Suite 3500, Los Angeles, California 90067-3021, (310) 277-7200, apaley@seyfarth.com or any alternative address provided.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: October 12, 2023

By: 
Michael Hillstrom
On behalf of himself, as Plaintiff, and the Class, and as a private attorney general on behalf of the State of California

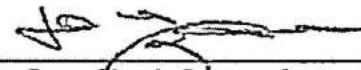
Dated: _____, 2023

By: _____
Constellation Brands, Inc.

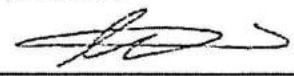
Dated: _____, 2023

By: _____
TPWC, Inc.

Dated: October 12, 2023

By: 
Jean-Claude Lapuyade
JCL Law Firm, APC
Counsel for Plaintiff Michael Hillstrom

Dated: October 12, 2023

By: 
Shani O'Zakay
Zakay Law Group, APLC
Counsel for Plaintiff Michael Hillstrom

Dated: _____, 2023

By: 
Andrew Paley
Counsel for Defendants Constellation Brands, Inc., TPWC, Inc.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Dated: _____, 2023

By: _____
Michael Hillstrom
On behalf of himself, as Plaintiff, and the
Class, and as a private attorney general on
behalf of the State of California

Dated: 10/03/2023, 2023

By:  _____
Jim Bourdeau (Oct 3, 2023 21:41 CDT)
Constellation Brands, Inc.
Jim Bourdeau
Chief Legal Officer

Dated: 10/03/2023, 2023

By:  _____
Jim Bourdeau (Oct 3, 2023 21:41 CDT)
TPWC, Inc.
Jim Bourdeau
Director

Dated: _____, 2023

By: _____
Jean-Claude Lapuyade
JCL Law Firm, APC
Counsel for Plaintiff Michael
Hillstrom

Dated: _____, 2023

By: _____
Shani O'Zakay
Zakay Law Group, APLC
Counsel for Plaintiff Michael
Hillstrom

Dated: _____, 2023

By: _____
Andrew Paley
Counsel for Defendants
Constellation Brands, Inc., TPWC,
Inc.

EXHIBIT A

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION AND FINAL APPROVAL HEARING

Michael Hillstrom v. Constellation Brands, Inc., TPWC, Inc.
Superior Court of the State California, County of Napa
Case No. 22CV000006

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

To: All individuals all current and former non-exempt employees of Constellation Brands, Inc. and TPWC, Inc. in the State of California at any time between January 3, 2018 through July 27, 2023, 2023 ("Class Period") (the "Class"):

THIS NOTICE is of a proposed Settlement of a class action lawsuit, and an announcement of a court hearing regarding the fairness of the Settlement that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on INSERT DATE to address whether the proposed Settlement should be approved ("Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

[Name of Class Member],

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed Settlement you are estimated to receive approximately **\$INSERT AMOUNT** as your share of the Settlement should the Court grant the Settlement in full. Please note that this is only an estimate. Your actual share of the Settlement may be more or less than this estimate. The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund individual Class Member Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Member Payments and make a payment to the to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Member Payment is estimated to be \$INSERT AMOUNT and your Individual PAGA Member Payment is estimated to be \$INSERT AMOUNT** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Member Payment, then according to Defendants' records you are not eligible for an Individual PAGA Member Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records that: (1) you worked approximately **[number of workweeks]** workweeks between January 3, 2018 and July 27, 2023, in the State of California; and (2) you worked approximately **[number of pay periods]** pay periods between October 30, 2020 through July 27, 2023 in the State of California. If you dispute the total number of workweeks or pay periods set forth above, you must set forth the information that you believe is correct to Atticus Administration not later than INSERT DEADLINE. You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of workweeks and/or pay periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve number of workweeks and pay periods challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members) and Defendants' Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

Your eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
You Don't Have to Do Anything to Participate in the Settlement	Receive a settlement payment and give up your right to sue on the Released Claims described in Section IV. This Settlement does not require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is INSERT DEADLINE.	You may "opt out" of this Settlement, including any right to a settlement payment, except that, as discussed in more detail below, you will receive your share of the PAGA Member Payment, if any, regardless of whether you opt out of the Settlement. You must submit your opt-out notice, as described below, on or before INSERT DEADLINE. All Class Members who validly and timely opt out of the Settlement will not receive any settlement payment and will preserve Released Class Claims described in Section IV subject to applicable statutes of limitations, except as follows: Irrespective of whether a Class Member excludes themselves from the Settlement, if they are a PAGA Member, they shall be deemed to have released their Released PAGA Claims, and they will receive a share of the PAGA Member Payment.
Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by INSERT DEADLINE.	All Class Members who do not opt-out ("Settlement Class Members") can object to any aspect of the proposed Settlement, except for the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VIII of this Notice.
You Can Participate in the [INSERT DEADLINE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on INSERT DEADLINE. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Notice.

I. Why should I read this Notice?

The Parties have proposed to settle this class action lawsuit. You are a member of the Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. You may receive a copy of the Settlement Agreement, the Judgment or other Settlement documents by going to the Administrator's website at _____ or by contacting the Settlement Administrator or Class Counsel. You may also get more details by examining the Court's file using the court's website at <https://www.portal.napa.courts.ca.gov> and entering the Case No. 22CV000006 or you can also make an appointment to personally review court documents in the Clerk's Office at the Napa Courthouse by calling (707) 299-1100. See Section X for further information.

II. What is this lawsuit about?

A lawsuit entitled *Michael Hillstrom v. Constellation Brands, Inc., TPWC, Inc. et al.*, is now pending in the Superior Court of the State California, County of Napa, Case No. 22CV000006. Plaintiff Michael Hillstrom ("Plaintiff" or "Class Representative") has alleged claims against Constellation Brands Inc. and TPWC, Inc. ("Defendants") for wage and hour violations under California law. Plaintiff brought this Action as a class action and Private Attorneys General Act ("PAGA") enforcement action on behalf of himself and other similarly situated individuals employed by Defendants. Plaintiff asserts causes of action for: (1) unfair competition in violation of California Business & Professions Code §§ 17200 et seq; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of Labor Code §§ 510 et seq., (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (5) failure to provide required rest period in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order, (6) failure to provide accurate itemized statements in violation of California Labor Code § 226, (7) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203, (8) failure to reimburse employees for required expenses in violation of California Labor Code § 2802, (9) unpaid sick pay in violation of California Labor Code § 246, and (10) violation of the Private Attorneys General Act [Labor Code §§ 2698 et seq.] Plaintiff seeks monetary recovery on behalf of the Class and PAGA Members for the alleged violations, along with interest, costs and fees.

Defendants contend that they have complied with all laws and deny the allegations Plaintiff is asserting in this Action. The Court has not formed any opinions concerning the merits of the Lawsuit, and the Court has not ruled for or against Plaintiff as to the merits of any of his individual or class or PAGA enforcement claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing. You will not be retaliated against for electing to participate or not participate in the Settlement.

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written Settlement Agreement and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void. Defendants will not pay any money and Class Members will not release any claims against Defendants.

III. Who is covered by the class action lawsuit and the proposed Settlement?

A. The Class. On INSERT DATE, the Court granted preliminary approval of the Settlement and authorized this notice. The Court defined the "Class Members" as all current and former non-exempt employees of Defendants in the State of California at any time between January 3, 2018 through July 27, 2023 ("Class Period"). The Court also defined "PAGA Members" as all current and former non-exempt employees of Defendants in the State of California at any time between October 30, 2020 through the end of the Class Period (the "PAGA Period")

B. The Effect of Membership in the Class. If you are a Class Member, unless you exclude yourself from ("opt out of") the Settlement by following the procedures for exclusion that are set forth in this Notice, you will be considered a Settlement Class Member. Settlement Class Members are eligible to receive the benefits created by the proposed Settlement including a settlement payment based on their pro-rata share of the Net Settlement Amount and will be bound by the Settlement if it is approved by the Court. Persons who exclude themselves from the Class will not be bound by the Settlement and will not share in the Settlement proceeds but may pursue their own timely individual claims against Defendants subject to applicable statute of limitations, except as follows: Irrespective of whether a Class Member excludes themselves from the Settlement, if they are a PAGA Member, they shall be deemed to have released their Released PAGA Claims, and they will receive a share of the PAGA Member Payment.

IV. What are the terms of the Settlement?

The proposed Settlement was negotiated with Defendants by Plaintiffs and the attorneys for the Class ("Class Counsel"). Plaintiffs and Class Counsel believe that this Settlement is in the best interest of the members of the Settlement Class. As part of the proposed Settlement, the Parties have agreed to the following:

Monetary Amounts Under the Settlement

- Defendants shall provide, on a non-claims-made basis, monetary compensation in the maximum total amount of \$2,500,000 (the "Gross Settlement Amount" or "GSA"), less amounts awarded by the Court for Class Counsel Fees and Costs Award (i.e., attorneys' fees and costs), Settlement Administration Costs, Service Awards to the Class Representatives, and amounts sent to the LWDA for payment of alleged PAGA penalties PAGA Amount for penalties under the PAGA (the "Net Settlement Amount" or "NSA"). Assuming the Court approves the maximum amounts sought to be deducted from the GSA, the NSA is estimated to be \$1,506,166.67, and the PAGA Member Payment will be \$25,000.
- The Settlement Administrator will calculate individual Class Members' pro-rata share of the NSA for their individual settlement payment. Each Class Member's proportional share will be determined by dividing the number of weeks worked by the Class Member while working for Defendants in California during the period of January 3, 2018 through July 27, 2023 (the "Class Period") by all weeks worked by all Class Members while working for Defendants in California during the Class Period, multiplied by the NSA. PAGA Member's pro-rata share of the PAGA Member Payment shall be determined by dividing the number of pay periods worked by the PAGA Member while working for Defendants during the period of October 30, 2020 through July 27, 2023 (the "PAGA Period") by all pay periods worked by all PAGA Members while working for Defendants in California during the PAGA Period, multiplied by the PAGA Member Payment.
- The number of workweeks and pay periods that Defendants shows you worked is listed on the first page of this Notice along with your estimated settlement share.
- Defendants, through the Settlement Administrator, shall pay the amounts awarded by the Court within 30 calendar days after the Effective Date of the Settlement Agreement. The Effective Date means the date the Court's order approving the settlement and judgment thereon ("Judgment") becomes final. For purposes of the Settlement Agreement, the Court's Judgment "becomes final" upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (i.e., 61 calendar days after notice of entry of the Court's Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
-

- Contemporaneous with requesting the Court approve in final the proposed Settlement, Class Counsel will apply to the Court for approval of all amounts sought in the Settlement as follows: (i) all payments to Settlement Class Members; (ii) Settlement Administration Costs which are estimated to not exceed \$13,000 for services associated with administering the Settlement; (iii) a payment of \$75,000 to the LWDA for settlement of the PAGA claims brought in this Action; (iv) a payment of \$25,000 to the PAGA Members; (v) a \$12,500 Service Award to Plaintiff for his service to the Class and his general release of claims; (vi) and an award of Class Counsel Fees in the amount of \$833,333.33 (equivalent to 33% of total Gross Settlement Amount) and Costs Award up to \$35,000 for out of pocket costs incurred by Class Counsel in prosecuting this Action.
- One-third of payments to Settlement Class Members will be allocated to settlement of disputed claims for wages, two-thirds of payments to Settlement Class Members will be allocated to settlement of disputed claims for penalties and interest. Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
- The front of every check issued for Individual Class Member Payments and Individual PAGA Member Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

Released Claims

In exchange for the consideration set forth in this Settlement Agreement, Plaintiffs, the Settlement Class Members, and PAGA Members agree to release those claims set forth herein.

- Settlement Class Members' Release. After the Judgment is final, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for claims covered by the Settlement Class Members' Release. If you are a PAGA Member, you will be bound by the PAGA Members' Release regardless of whether you opt out of the Settlement.

The Settlement Class Members will be bound by the following release:

All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, and irrespective of theory of recovery, that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action or letters submitted to the Labor and Workforce Development Agency ("LWDA") in connection with the Action, arising during the Class Period. The released claims include, but are not limited to, claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay vested vacation pay, failure to pay for all hours worked (including off-the clock work), failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure

to pay or properly compensate meal or rest break premiums, failure to reimburse for business-related expenses, failure to furnish accurate wage statements, record keeping violations, failure to pay wages timely during employment, failure to pay final wages upon separation of employment, claims related to pre and post-shift work, failure to properly calculate the regular rate of pay, claims derivative and/or related to these claims, liquidated damages, and conversion of wages. This release excludes claims brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of *Gregoria Cruz v. Constellation Brands U.S. Operations, Inc.*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.

- **PAGA Members' Release.** After the Court's judgment is final, and Defendants have paid the Gross Settlement, all PAGA Members will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Settlements Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, and irrespective of theory of recovery for PAGA penalties that were alleged, or reasonably could have been alleged during the PAGA Period, based on the facts stated in the Operative Complaint, the PAGA Notices, or ascertained in the course of the Action, irrespective of the theory of recovery, including, but not limited to, claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay vested vacation pay, failure to pay for all hours worked (including off-the clock work), failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to reimburse for business-related expenses, failure to furnish accurate wage statements, record keeping violations, failure to pay wages timely during employment, failure to pay final wages upon separation of employment, claims related to pre and post-shift work, failure to properly calculate the regular rate of pay, claims derivative and/or related to these claims, liquidated damages, and conversion of wages. This release excludes claims for PAGA violations brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of *Gregoria Cruz v. Constellation Brands U.S. Operations, Inc.*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.

"Released Parties" means: Defendants Constellation Brands, Inc., TPWC, Inc., and their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of its owners, shareholders, members, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them. Released Parties excludes claims brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of *Gregoria Cruz v. Constellation Brands U.S. Operations, Inc.*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.

- If you do **NOT** exclude yourself from the Class by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have entered into the release of Released Claims in the Settlement Agreement. If you are also a PAGA Member, regardless of whether you opt out of the Settlement, you will release the Released PAGA Claims and will receive a share of the PAGA Member Payment.

V. How do I receive a payment?

Any Class Member who wishes to be considered for any payment under this Settlement does not need to do anything. If you do not elect to exclude yourself from the Settlement and are deemed an eligible Class member, you will receive a payment should the Settlement become Final. If you are a member of the Class and you move or change your address, and you want to receive your settlement check at your new address, you must send a notice of your change of address to Atticus Administration LLC, 1250 Northland Drive Suite 240, Mendota Heights, MN 55120 or contact the Settlement Administrator by phone at 1-844-728-8428.

VI. Who represents the Class?

The Court has designated Plaintiff Michael Hillstrom to serve as Class Representative in this lawsuit. The attorneys and law firm that serve as Class Counsel are JCL Law Firm, APC and Zakay Law Group, APLC. Class Counsel can be reached as follows: Jean-Claude Lapuyade, (619) 599-8292, jlapuyade@jcl-lawfirm.com; Shani O. Zakay, (619) 255-9047, shani@zakaylaw.com.

VII. What are the reasons for the Settlement?

Plaintiff and Class Counsel agreed to enter into this proposed Settlement after weighing the risks and benefits to the Class of this Settlement compared with those of continuing the litigation. The factors that Plaintiff and Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have yet to be determined. Plaintiff and Class Counsel balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Class Members.

Defendants agreed to this proposed Settlement in order to avoid the expense and distraction associated with lengthy litigation.

VIII. What are my rights and options?

A. First, you may remain a member of the Class, represented by Class Counsel, and take no further action. If you take no further action as a Class Member, you will be represented by Class Counsel and will have the right to receive your share of the Settlement proceeds. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement which will result in a release of the Released Class Claims. As a member of the Class, you will not be charged for the services of Class Counsel.

B. Second, you may exclude yourself from the Class. If you are a member of the Class but do not want to remain in the Class, you may exclude yourself ("opt out"). If you exclude yourself from the Class, you will lose any right to participate in the Settlement including any right to receive a settlement payment, except that if you are a PAGA Member you will release your Released PAGA Claims regardless of whether you opt out of the Settlement and will receive a share of the PAGA Member Payment. You will also lose the right to have objections you might

have to the Settlement considered by the Court before it rules on the Settlement. You will be free to pursue any claims you may have against Defendants on your own behalf subject to applicable statute of limitations, but Class Counsel will not represent you. If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to the Settlement Administrator a "Request for Exclusion from the Class Action Settlement" letter/card postmarked no later than [INSERT DATE], with your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement.

Send the Request for Exclusion directly to the Settlement Administrator at the following address **by no later than [Insert opt-out date], or it will be invalid.**

Atticus Administration LLC
1250 Northland Drive Suite 240
Mendota Heights, MN 55120

If you want confirmation of receipt of your opt-out letter, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Class, and your rights will be determined in this Action by the Settlement Agreement if it is approved by the Court and you may not recover under any other individual settlement agreement regarding the claims released through the Released Class Claims.

C. Third, you may remain a member of the Class, and on your own behalf, or through your own attorney, object to the certification of the Class, to the Settlement, to the application for Class Counsel Fees and Costs Award, and/or to the application for Service Awards. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the [INSERT DATE] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees and Costs Award, and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Service Award. Upon reasonable request, Class Counsel (whose contact information is in in Section VI of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at [INSERT WEB ADDRESS].

If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you must file with the Settlement Administrator a written objection stating your name, current address, telephone number, dates you worked for Defendants, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections must be in writing, signed and mailed to the Settlement Administrator at Atticus Administration LLC, 1250 Northland Drive Suite 240, Mendota Heights, MN 55120, **by no later than [Insert deadline]**. However, the Court will listen to Class Members (or their attorneys) who ask to speak regarding their objections at the Final Approval Hearing, regardless of whether they have made a timely written objection. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any member of the Settlement Class who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

IX. When is the court hearing and what is it for?

On INSERT FINAL APPROVAL HEARING DATE, the Court will hold a public hearing in Courtroom A of the Superior Court for the State of California, County of Napa, 825 Brown Street, Napa, CA 94559, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for Class Counsel Fees and Costs Award, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for a Service Award. This hearing may be continued or rescheduled by the Court without further notice. You should check the Settlement Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement may attend the Final Approval Hearing, but are not required to do so. The Court will listen to Class Members who ask to speak regarding their objections at the Final Approval Hearing, regardless of whether they have made a timely objection.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend to listen to the proceedings or to object to the Settlement. You may remotely appear at the Final Approval Hearing by using the Court Connect procedure at <https://www.napacourt.org/lacc/>. You may also attend the Final Approval Hearing in person.

Due to the evolving nature of the pandemic, you should check for the latest updates on accessing the courthouse by viewing the Court's website at <https://www.lacourt.org/newsmedia/notices/newsrelease>.

X. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator (contact information listed in Section V), for more information or to request that a copy of this Notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them – contact information noted above in Section VI. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice, which has been approved by the Court, is only a summary. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by going to the Administrator's website at <https://www.atticusadmin.com/class-action-cases> or by contacting the Settlement Administrator, Atticus Administration, LLC or Class Counsel. You may also get more details by examining the Court's file using the court's website at <https://www.lacourt.org/casesummary/ui/> and entering the Case No. 22CV000006. You can also make an appointment to personally review court documents in the Clerk's Office at the Napa Courthouse by calling _____.

XI. What If I Lose My Settlement Check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check, and the check has not already been cashed. If your check is already void you should consult the Unclaimed Property Fund at (800) 992-4647 for instructions on how to retrieve the funds.

XII. What If I Change My Address?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS ACTION

EXHIBIT 3

Madelyn Uchiyama

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, November 1, 2023 10:23 AM
To: Jennifer Heming
Subject: Thank you for your Proposed Settlement Submission

11/01/2023 10:22:04 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Hillstrom v. Constellation (002-260)						
10/31/2021	Journal Entry	Oct 2021 Postage		Copies for Oct 2021	0.40	0.40
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	0.10	0.50
12/31/2021	Journal Entry	Dec 2021 Postage		Postage for Dec 2021	7.33	7.83
01/18/2022	Expense		One Legal LLC	One Legal Order Number: 17513458 - Filing Fee Re: Proof of Service of Summons & Complaint	17.65	25.48
01/31/2022	Journal Entry	Jan 2022 Postage		Copies for Jan 2022	0.10	25.58
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	1.30	26.88
05/31/2022	Expense		One Legal LLC	One Legal Order Number: 18296013 - Filing Fee Re: Case Management Statement, Proof of Service	18.16	45.04
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	0.10	45.14
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	0.60	45.74
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	0.90	46.64
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	0.90	47.54
11/14/2022	Check		Jeffrey A. Ross	Mediation - Inv. 2338	6,250.00	6,297.54
11/30/2022	Journal Entry	Nov. 2022 Postage		Copies for November 2022	0.20	6,297.74
12/15/2022	Expense		One Legal LLC	One Legal Order Number: 19460276 - Filing Fee Re: Stipulation and Order, Proof of Service	38.86	6,336.60
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	0.10	6,336.70
01/27/2023	Expense		One Legal LLC	One Legal Order no. 19695896 - Filing Fee Re: Case Management Statement, Proof of Service	18.62	6,355.32
01/31/2023	Journal Entry	Jan 2023 Postage		Copies for January 2023	0.10	6,355.42
02/28/2023	Journal Entry	Feb 2023 Postage		Copies for February 2023	0.10	6,355.52
03/15/2023	Check	3191	Berger Consulting Group	Inv. 8161	1,875.00	8,230.52
03/29/2023	Expense		One Legal LLC	One Legal Order no. 20105137 - Filing Fee Re: Case Management Statement, Proof of Service	18.62	8,249.14
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	0.40	8,249.54
03/31/2023	Journal Entry	Mar 2023 Postage		Postage for March 2023	0.60	8,250.14
04/30/2023	Journal Entry	April 2023 Postage		Copies for April 2023	1.20	8,251.34
05/16/2023	Check	3266	Berger Consulting	Inv. 8625	210.00	8,461.34

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
			Group			
05/18/2023	Expense		One Legal LLC	One Legal Order Number: 20426419 - Filing Fee Re: Case Management Statement, Proof of Service	18.62	8,479.96
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	0.50	8,480.46
05/31/2023	Journal Entry	May 2023 Postage		Postage for May 2023	0.60	8,481.06
10/28/2023	Expense		One Legal LLC	One Legal Order Number: 21510183 - Filing Fee Re: Case Management Statement, Proof of Service	18.62	8,499.68
10/31/2023	Journal Entry	Oct. 2023 Postage		Copies for October 2023	0.10	8,499.78
11/01/2023	Expense		One Legal LLC	One Legal Order Number: 21546098 - Filing Fee Re: Motion, Memorandum of Points & Authorities, Declaration	80.51	8,580.29
11/15/2023	Expense		One Legal LLC	One Legal Order Number: 21546099 - Filing Fee Re: Motion, Memorandum of Points & Authorities, Declaration	102.95	8,683.24
11/30/2023	Journal Entry	Nov. 2023 Postage		Copies for November 2023	0.20	8,683.44
Total for Hillstrom v. Constellation (002-260)					\$8,683.44	
TOTAL					\$8,683.44	

EXHIBIT 6

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Hillstrom v. Constellation (002-260)							
09/13/2021	No	Jean Claude Lapuyade	Fact Investigation - Client Intake	550.00	1:06	605.00	605.00
09/15/2021	No	Jean Claude Lapuyade	Fact Investigation - Constellation Holdings/Relationship to Franciscan Vineyards, Acquisition and Brand Research	550.00	5:06	2,805.00	3,410.00
09/16/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re Initial Claims Analysis, next streps and timeline	550.00	0:54	495.00	3,905.00
09/16/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Client Documents, application material, W-2, certain policy documents and announcements, time and wage statements produced by client	550.00	4:06	2,255.00	6,160.00
09/20/2021	No	Tesla Stone	Date signed CFA - Create Case File. Client intake. Welcome Packet. Fee Agreement. Calendaring.	175.00	2:18	402.50	6,562.50
09/20/2021	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited File Demand and Entity Research	550.00	2:24	1,320.00	7,882.50
10/08/2021	No	Jean Claude Lapuyade	Legal Research - Sufficiency of LWDA Notice (Cases and Statutes)	550.00	3:54	2,145.00	10,027.50
10/11/2021	No	Jean Claude Lapuyade	Fact Investigation - TCW Client Re facts for LWDA notice	550.00	1:54	1,045.00	11,072.50
10/22/2021	No	Jean Claude Lapuyade	Pleadings - Revised, Edited and Drafted LWDA Notice	550.00	3:30	1,925.00	12,997.50
10/23/2021	No	Jean Claude Lapuyade	Legal Research - Meal and Rest issues in hospitality industry and requirements that waivers be in writing	550.00	5:24	2,970.00	15,967.50
10/25/2021	No	Jean Claude Lapuyade	Case Management - Emails to/from Client and TCW Client Re LWDA Notice and Timeline	550.00	2:18	1,265.00	17,232.50
10/25/2021	No	Jean Claude Lapuyade	Fact Investigation - Reviewed Client Documents	550.00	3:06	1,705.00	18,937.50
10/27/2021	No	Tesla Stone	Review, Submit and Serve PAGA Letter. Entity Research. Calendaring.	175.00	1:18	227.50	19,165.00
10/27/2021	No	Jean Claude Lapuyade	Pleadings - Finalized LWDA Notice for Service on LWDA	550.00	0:30	275.00	19,440.00
11/05/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re LWDA Notice and process/timeline	550.00	0:18	165.00	19,605.00
11/24/2021	No	Tesla	Review and organize employee file.	175.00	1:00	175.00	19,780.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Stone					
11/30/2021	No	Tesla Stone	Review and organize employee file.	175.00	1:00	175.00	19,955.00
12/02/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Employee File Produced by Employer	550.00	4:42	2,585.00	22,540.00
12/03/2021	No	Jean Claude Lapuyade	Legal Research - 226(a) (8) issues for listing incorrect legal entity. Additional entity research for DBAs and press releases on brand acquisition	550.00	6:00	3,300.00	25,840.00
12/14/2021	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited Class Action Complaint	550.00	4:06	2,255.00	28,095.00
12/17/2021	No	Jean Claude Lapuyade	Pleadings - Emails to/from Co Counsel Re Draft Complaint and Edits	550.00	0:54	495.00	28,590.00
12/20/2021	No	Jean Claude Lapuyade	Pleadings - Revised and Edited Complaint and Emails to/from Client Re Approval	550.00	1:30	825.00	29,415.00
12/27/2021	No	Tesla Stone	Review and organize client documents.	175.00	1:00	175.00	29,590.00
12/30/2021	No	Jean Claude Lapuyade	Pleadings - Finalized Complaint for filing and emails to/from staff and co counsel re filing	550.00	0:48	440.00	30,030.00
01/03/2022	No	Tesla Stone	Review Complaint. Review LRs. Draft and finalize Initiating Pleadings. File Complaint.	175.00	3:12	560.00	30,590.00
01/04/2022	No	Tesla Stone	Upload Complaint to LWDA	175.00	0:12	35.00	30,625.00
01/10/2022	No	Jean Claude Lapuyade	Pleadings - Drafted, Reviewed and Revised complaint	550.00	4:00	2,200.00	32,825.00
01/13/2022	No	Tesla Stone	File POS of summons. Calendar.	175.00	0:42	122.50	32,947.50
01/18/2022	No	Tesla Stone	File maintenance - save conformed POS of summons.	175.00	0:36	105.00	33,052.50
01/20/2022	No	Jean Claude Lapuyade	TCW Client Re Case Status	550.00	0:42	385.00	33,437.50
02/14/2022	No	Tesla Stone	Review, file, and serve declaration to dismiss Defendant.	175.00	1:24	245.00	33,682.50
02/20/2022	No	Tesla Stone	File maintenance - review and save stip to extend resp. deadline & calendar.	175.00	0:36	105.00	33,787.50
02/22/2022	No	Jean Claude Lapuyade	Pleading - Reviewed Defendant's Stip to Extend Time to Respond	550.00	0:30	275.00	34,062.50
03/02/2022	No	Tesla Stone	File maintenance - save conformed order to dismiss Defendant	175.00	0:36	105.00	34,167.50

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
03/03/2022	No	Jean Claude Lapuyade	Pleadings - R&R Defendant's Answer	550.00	1:24	770.00	34,937.50
03/03/2022	No	Tesla Stone	File maintenance - save pleadings.	175.00	0:36	105.00	35,042.50
03/04/2022	No	Jean Claude Lapuyade	Discovery - Drafted, Reviewed and Revised SI (Set 1) to TPWC and CBI	550.00	3:00	1,650.00	36,692.50
03/07/2022	No	Jean Claude Lapuyade	Legal Research - Affirmative Defenses and impact on litigation	550.00	2:00	1,100.00	37,792.50
03/10/2022	No	Tesla Stone	Review and serve discovery. Calendar.	175.00	1:48	315.00	38,107.50
04/12/2022	No	Jean Claude Lapuyade	Discovery - R&R Defendant's Answers to SI (Set 1)	550.00	1:30	825.00	38,932.50
04/12/2022	No	Jean Claude Lapuyade	Legal Research - Issues for meet and confer letter on defendant's responses to SI (Set 1)	550.00	2:00	1,100.00	40,032.50
04/12/2022	No	Tesla Stone	File maintenance - save discovery resps. Calendar.	175.00	0:42	122.50	40,155.00
04/16/2022	No	Jean Claude Lapuyade	Discovery - Drafted RFP and RFA (Set 1) to CBI and SI (Set 2) to CBI	550.00	4:36	2,530.00	42,685.00
04/20/2022	No	Jean Claude Lapuyade	Discovery - Revised and. Finalized M&C Letter	550.00	1:00	550.00	43,235.00
04/20/2022	No	Tesla Stone	Email corres. to OC	175.00	0:48	140.00	43,375.00
05/03/2022	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	43,462.50
05/03/2022	No	Jean Claude Lapuyade	Emails to/from OC Re Discovery Extension	550.00	0:30	275.00	43,737.50
05/22/2022	No	Jean Claude Lapuyade	Emails to/from OPC Re Mediation	550.00	0:30	275.00	44,012.50
05/26/2022	No	Tesla Stone	Case Management - Drafted, Revised CMS	150.00	0:30	75.00	44,087.50
05/31/2022	No	Tesla Stone	Review LR and Orders. Draft CMS. Corres w. OC. File and Serve.	175.00	1:36	280.00	44,367.50
05/31/2022	No	Jean Claude Lapuyade	Case Management - Reviewed and Revised Joint Status Report	550.00	0:36	330.00	44,697.50
06/01/2022	No	Tesla Stone	Review LR and Orders. Draft Joint CMS. Corres w. OC. File and Serve.	175.00	1:18	227.50	44,925.00
06/03/2022	No	Sydney	Reviewed pleadings and file and got up to speed	400.00	7:24	2,960.00	47,885.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Castillo-Johnson	on the claims (new assigned case)				
06/13/2022	No	Sydney Castillo-Johnson	Researched affirmative defenses 1-19 and prepared to write legal memo	400.00	7:30	3,000.00	50,885.00
06/14/2022	No	Sydney Castillo-Johnson	Researched affirmative defenses 19-38, outlined elements an researched case law	400.00	8:00	3,200.00	54,085.00
06/14/2022	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	54,172.50
06/15/2022	No	Jean Claude Lapuyade	Case Management - Reviewed CMS for the Parties in prep for Hearing	550.00	0:48	440.00	54,612.50
06/15/2022	No	Jean Claude Lapuyade	Case Management - Attended CMC	550.00	0:36	330.00	54,942.50
06/16/2022	No	Sydney Castillo-Johnson	Drafted legal memo regarding affirmative defenses asserted by defendant in answer, analyzed documents	400.00	8:00	3,200.00	58,142.50
06/20/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OPC Re Extension on MTC	550.00	0:30	275.00	58,417.50
06/24/2022	No	Sydney Castillo-Johnson	Revised legal memo on affirmative defenses	400.00	2:30	1,000.00	59,417.50
06/25/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OPC RE Mediation Data and Discovery .4	550.00	0:18	165.00	59,582.50
06/27/2022	No	Jean Claude Lapuyade	Drafted Stip to Stay	550.00	2:30	1,375.00	60,957.50
07/02/2022	No	Jean Claude Lapuyade	Legal Research - R&R Legal Memo Re Affirmative Defenses	550.00	2:36	1,430.00	62,387.50
07/27/2022	No	Tesla Stone	File maintenance - save pleadings.	175.00	0:36	105.00	62,492.50
08/17/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Remote Appearance	550.00	0:12	110.00	62,602.50
08/23/2022	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	62,690.00
10/07/2022	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	62,777.50
10/14/2022	No	Sydney Castillo-Johnson	Conducted legal research on regular rate of pay issues in anticipation of mediation brief assignment	400.00	3:36	1,440.00	64,217.50
10/17/2022	No	Sydney	Reviewed client wage statements for regular rate	400.00	1:24	560.00	64,777.50

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
10/17/2022	No	Castillo-Johnson Sydney Castillo-Johnson	of pay issues and flagged for eventual incorporation into mediation brief Drafted internal legal memo on regular rate of pay issues	400.00	4:00	1,600.00	66,377.50
10/22/2022	No	Jean Claude Lapuyade	Legal Research - Reviewed RROP memo	550.00	1:12	660.00	67,037.50
10/27/2022	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	67,125.00
10/28/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Mediation	550.00	0:06	55.00	67,180.00
11/02/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from OC/Mediator Re Dates	550.00	0:36	330.00	67,510.00
11/04/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re Status	550.00	0:42	385.00	67,895.00
11/07/2022	No	Tesla Stone	Schedule call with client.	175.00	0:24	70.00	67,965.00
11/10/2022	No	Tesla Stone	File maintenance - save mediation confirmation. Calendar.	175.00	0:36	105.00	68,070.00
11/15/2022	No	Jean Claude Lapuyade	Case Management - Drafted. Revised and Edited Stip to Stay	550.00	0:18	165.00	68,235.00
11/15/2022	No	Monnett DeLaTorre	Email to opposing counsel regarding stipulation to stay matter pending mediation.	500.00	0:06	50.00	68,285.00
11/15/2022	No	Monnett DeLaTorre	Strategy meeting with litigation team regarding status of stipulation to stay and data demand.	500.00	0:06	50.00	68,335.00
11/15/2022	No	Monnett DeLaTorre	Prepare stipulation to stay matter pending mediation to be issued to opposing counsel.	500.00	0:30	250.00	68,585.00
11/21/2022	No	Jean Claude Lapuyade	Discovery - Email to/from OC Re Stip to Stay	550.00	0:12	110.00	68,695.00
11/23/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	550.00	0:30	275.00	68,970.00
12/07/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:42	385.00	69,355.00
12/07/2022	No	Monnett DeLaTorre	Review prior communications with opposing counsel, review status of stipulation to stay in light of mediation, review status of data demand and conduct strategy discussion with Attorney Mr. Lapuyade.	500.00	0:30	250.00	69,605.00
12/08/2022	No	Tesla	Schedule call with OC.	175.00	0:24	70.00	69,675.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
12/13/2022	No	Stone Jean Claude Lapuyade	Discovery - Emails to/from OC Re Stip to Stay	550.00	0:12	110.00	69,785.00
12/13/2022	No	Tesla Stone	Review LRs. Review, finalize, file, and serve stipulation to stay. Calendar.	175.00	1:18	227.50	70,012.50
12/29/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	70,287.50
12/29/2022	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data produced by defendant	550.00	3:54	2,145.00	72,432.50
01/04/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	72,652.50
01/04/2023	No	Monnett DeLaTorre	Email to opposing counsel regarding status of records prior to mediation.	500.00	0:06	50.00	72,702.50
01/08/2023	No	Jean Claude Lapuyade	Discovery - R&R Mediation Document Production	550.00	3:18	1,815.00	74,517.50
01/09/2023	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	74,605.00
01/10/2023	No	Jean Claude Lapuyade	Discovery - R&R Document Production	550.00	3:24	1,870.00	76,475.00
01/16/2023	No	Jean Claude Lapuyade	Discovery - R&R Supplemental Mediation Data Production	550.00	4:54	2,695.00	79,170.00
01/19/2023	No	Sydney Castillo- Johnson	Research 226 Issue for failure to identify legal employer on wage statements, outlined corporate change in ownership dates and correlated wage statements to transfer dates	400.00	6:54	2,760.00	81,930.00
01/21/2023	No	Sydney Castillo- Johnson	Drafted internal issue memo on 226(a)(8) issue for mediation brief with supporting documents and case law	400.00	5:48	2,320.00	84,250.00
01/23/2023	No	Jean Claude Lapuyade	Legal Research - R&R Memo Re 226 Issue for Mediation Brief	550.00	3:00	1,650.00	85,900.00
01/24/2023	No	Jean Claude Lapuyade	Case Management - R&R Defendant's CMS	550.00	0:30	275.00	86,175.00
01/24/2023	No	Monnett DeLaTorre	Review prior emails from opposing counsel as to sampling, demographics and initial review of scope of sampling in furtherance of preparing analysis of evidence produced to date to assist with mediation brief.	500.00	0:48	400.00	86,575.00
01/24/2023	No	Tesla	Review LR and Orders. Draft Joint CMS. Corres	175.00	1:48	315.00	86,890.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Stone	w. OC. File and Serve.				
01/26/2023	No	Jean Claude Lapuyade	Discovery - R&R Supplemental Data Production	550.00	3:42	2,035.00	88,925.00
01/30/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:42	385.00	89,310.00
01/30/2023	No	Tesla Stone	File maintenance - save pleadings.	175.00	0:36	105.00	89,415.00
01/31/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:42	385.00	89,800.00
02/01/2023	No	Monnett DeLaTorre	Review and respond to email from opposing counsel regarding additional records provided in preparation for mediation.	500.00	0:06	50.00	89,850.00
02/03/2023	No	Jean Claude Lapuyade	Legal Research - Meal Period Waivers Enforceability (Also Waiver of Late Periods)	550.00	4:00	2,200.00	92,050.00
02/06/2023	No	Tesla Stone	Schedule call with client.	175.00	0:24	70.00	92,120.00
02/06/2023	No	Monnett DeLaTorre	Review Complaint, Answer, Declaration of Dismissal, Discovery served and other relevant pleadings in furtherance of preparing analysis of relevant information to be used for mediation and mediation brief.	500.00	1:30	750.00	92,870.00
02/06/2023	No	Monnett DeLaTorre	Review Client's paystubs and time records from 2018-2021 in furtherance of conducting liability assessment, pulling liability examples and preparing analysis of relevant information to be used for mediation and mediation brief.	500.00	4:00	2,000.00	94,870.00
02/06/2023	No	Jean Claude Lapuyade	Legal Research - RROP Issues .5 vs. 1.5 RROP for OT	550.00	3:54	2,145.00	97,015.00
02/06/2023	No	Monnett DeLaTorre	Review Plaintiff's personnel file related documents, termination documents, employment related records, policies signed, background reports, performance evaluations, job offers and w-2 in conjunction with preparing analysis of relevant information to be used for purposes of mediation and mediation brief.	500.00	3:00	1,500.00	98,515.00
02/07/2023	No	Monnett DeLaTorre	Review Sample pay data for bonuses paid and various incentive policies in conjunction with preparing analysis of relevant information to be used for mediation and mediation brief.	500.00	1:00	500.00	99,015.00
02/07/2023	No	Monnett DeLaTorre	Review sample pay data and time punch data from 2018 to 2021 in conjunction with preparing questions to opposing counsel, expert and client	500.00	3:48	1,900.00	100,915.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
			and preparing analysis of relevant information to be used for mediation and mediation brief				
02/07/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Non Discretionary Payments	550.00	0:48	440.00	101,355.00
02/07/2023	No	Monnett DeLaTorre	Exchange multiple emails with expert regarding pay data and time records provided as well as potential issues noted and discrepancies.	500.00	0:24	200.00	101,555.00
02/07/2023	No	Monnett DeLaTorre	Detailed email to opposing counsel regarding additional information and data needed for mediation.	500.00	0:06	50.00	101,605.00
02/07/2023	No	Monnett DeLaTorre	Teleconference with client to discuss additional relevant background information to be used to support mediation brief arguments.	500.00	0:36	300.00	101,905.00
02/07/2023	No	Monnett DeLaTorre	Review Sample pay data premiums sheet provided by opposing counsel and cross reference with paystubs in conjunction with preparing analysis of relevant information to be used for mediation and mediation brief.	500.00	1:30	750.00	102,655.00
02/08/2023	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	102,742.50
02/09/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Damage Analysis	550.00	0:30	275.00	103,017.50
02/09/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:24	220.00	103,237.50
02/10/2023	No	Jean Claude Lapuyade	Discovery - R&R Expert Damage Analysis	550.00	2:36	1,430.00	104,667.50
02/10/2023	No	Tesla Stone	File maintenance - save expert report.	175.00	0:36	105.00	104,772.50
02/12/2023	No	Monnett DeLaTorre	Prepare detailed analysis regarding relevant information surrounding the Parties including the Class period, class, PAGA period and group of aggrieved employees.	500.00	1:00	500.00	105,272.50
02/14/2023	No	Tesla Stone	File maintenance - save expert report	175.00	0:36	105.00	105,377.50
02/14/2023	No	Monnett DeLaTorre	Review and revise 20 page mediation brief to include additional examples as to AWS issue, wage statement violations, updated damages model, analysis as to inaccurate compensation for incentives, unlawful meal policies, complete review of incentive policies and send follow up emails to opposing counsel regarding updated data needed and handbooks.	500.00	6:36	3,300.00	108,677.50
02/15/2023	No	Tesla	Finalize and submit mediation brief	175.00	1:54	332.50	109,010.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
02/15/2023	No	Stone Jean Claude Lapuyade	Law and Motion - R&R Mediation Brief	550.00	2:54	1,595.00	110,605.00
02/19/2023	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Mediation	550.00	0:18	165.00	110,770.00
02/21/2023	No	Jean Claude Lapuyade	Mediation - Emails to/from Mediator and OC Re Mediatation Readiness	550.00	0:30	275.00	111,045.00
02/21/2023	No	Jean Claude Lapuyade	Discovery - R&R Defendant Policies, Procedures and Handboks	550.00	3:42	2,035.00	113,080.00
02/22/2023	No	Jean Claude Lapuyade	Mediation - Attended Mediation	550.00	8:00	4,400.00	117,480.00
02/22/2023	No	Sydney Castillo- Johnson	Attended mediation w/ MDLT and JCL	400.00	8:00	3,200.00	120,680.00
02/22/2023	No	Tesla Stone	File maintenance - save confidentiality agreement	175.00	0:36	105.00	120,785.00
02/22/2023	No	Monnett DeLaTorre	Attend initial mediation with Jeff Ross via Zoom.	500.00	8:00	4,000.00	124,785.00
03/08/2023	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	124,872.50
03/15/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:18	165.00	125,037.50
03/17/2023	No	Monnett DeLaTorre	Discovery - Emails to/from OC Re Belaire	500.00	0:30	250.00	125,287.50
03/21/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint Post Mediation Report	550.00	1:30	825.00	126,112.50
03/24/2023	No	Monnett DeLaTorre	Strategy discussion with Attorney Ms. Joyce to discuss agreement as to discovery and Motion to Compel discovery reached with opposing counsel and basis for argument and position on Motion to Compel.	500.00	1:00	500.00	126,612.50
03/28/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Belaire Notice	550.00	0:42	385.00	126,997.50
03/28/2023	No	Tesla Stone	Review LR and Orders. Draft CMS. Corres w. OC. File and Serve.	175.00	1:36	280.00	127,277.50
03/29/2023	No	Tesla Stone	Client update	175.00	0:30	87.50	127,365.00
03/30/2023	No	Jean Claude	Discovery - Emails to/from OC Re Belaire	550.00	0:30	275.00	127,640.00

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Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
03/30/2023	No	Tesla Stone	File maintenance - save pleadings.	175.00	0:36	105.00	127,745.00
03/31/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Co Counsel and OC Re MTC Deadline	550.00	0:48	440.00	128,185.00
03/31/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	128,460.00
03/31/2023	No	Monnett DeLaTorre	Review and respond to several emails regarding status of Belaire and intent to proceed with Motion to Compel Discovery.	500.00	0:24	200.00	128,660.00
04/03/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	550.00	0:18	165.00	128,825.00
04/05/2023	No	Jean Claude Lapuyade	Case Management/Discovery - Drafted, Revised Stip to Stay and Wont CMS	550.00	1:30	825.00	129,650.00
04/06/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Joint Report and Stay	550.00	0:12	110.00	129,760.00
04/08/2023	No	Jean Claude Lapuyade	Discovery - R&R Revised Stip to Stay	550.00	0:48	440.00	130,200.00
04/10/2023	No	Tesla Stone	File maintenance - save pleadings.	175.00	0:36	105.00	130,305.00
04/11/2023	No	Monnett DeLaTorre	Review and respond to email from opposing counsel regarding revised numbers, speak to litigation team regarding revised report and contact expert regarding request for updated report.	500.00	0:24	200.00	130,505.00
04/11/2023	No	Jean Claude Lapuyade	Discovery - R&R Supplemental Data	550.00	1:00	550.00	131,055.00
04/11/2023	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	131,142.50
04/12/2023	No	Tesla Stone	File maintenance - save mediation confirmation	175.00	0:36	105.00	131,247.50
04/13/2023	No	Monnett DeLaTorre	Review revised Class and PAGA data, review prior expert report, conduct strategy discussion with litigation team regarding additional missing information, review prior emails to opposing counsel regarding additional information requested, send follow up email to opposing counsel and begin drafting second mediation brief for second mediation to be conducted.	500.00	2:30	1,250.00	132,497.50
04/13/2023	No	Monnett	Supplemental preparation of mediation brief to	500.00	1:00	500.00	132,997.50

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		DeLaTorre	include additional updated information from expert and include additional points regarding information requested from opposing counsel that has not been provided.				
04/13/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:48	440.00	133,437.50
04/13/2023	No	Tesla Stone	File maintenance - save expert report.	175.00	0:36	105.00	133,542.50
04/14/2023	No	Monnett DeLaTorre	Prepare analysis of missing information to be used by litigation team in preparation for Mediation.	500.00	0:18	150.00	133,692.50
04/16/2023	No	Monnett DeLaTorre	Review and respond to emails from opposing counsel regarding COVID policy provided, send follow up questions and information needed, send document to expert and request information from expert as. to date stamps for addition of 15 minute screening process.	500.00	0:36	300.00	133,992.50
04/16/2023	No	Monnett DeLaTorre	Review and respond to email from opposing counsel regarding COVID policies being produced under mediation privilege.	500.00	0:06	50.00	134,042.50
04/16/2023	No	Monnett DeLaTorre	Review and respond to email from mediator regarding additional information requested from opposing counsel that has yet to be received prior to mediation.	500.00	0:06	50.00	134,092.50
04/17/2023	No	Monnett DeLaTorre	Review COVID-19 policy provided by opposing counsel and revise mediation brief for second mediation.	500.00	1:00	500.00	134,592.50
04/18/2023	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Data Production	550.00	0:18	165.00	134,757.50
04/18/2023	No	Jean Claude Lapuyade	Legal Research and Fact Investigation - R&R COVID Policy and researched off the clock claims for COVID screening	550.00	5:00	2,750.00	137,507.50
04/19/2023	No	Monnett DeLaTorre	Further revision of second mediation brief to include additional information from expert and conduct mediation strategy meeting with Mr. Zakay and Mr. Lapuyade.	500.00	1:00	500.00	138,007.50
04/20/2023	No	Tesla Stone	Finalize and submit mediation brief.	175.00	1:54	332.50	138,340.00
04/21/2023	No	Monnett DeLaTorre	Several emails with Mr. Lapuyade regarding missing data not received from defense, impact on mediation and discussions with mediator.	500.00	0:30	250.00	138,590.00
04/21/2023	No	Monnett DeLaTorre	Prepare breakdown of all missing information from Defense counsel, breakdown of all emails sent and information still needed to come to resolution at mediation for purposes of being able	500.00	1:06	550.00	139,140.00

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
			to discuss issues with expert.				
04/22/2023	No	Sydney Castillo-Johnson	Prepared for mediation by reviewing briefs, expert report, employee file and documents	400.00	5:30	2,200.00	141,340.00
04/22/2023	No	Monnett DeLaTorre	Emails with mediator regarding scope of revisions made to the second mediation brief to assist mediator in understanding differences.	500.00	0:12	100.00	141,440.00
04/24/2023	No	Jean Claude Lapuyade	Discovery - R&R Updated Mediation data from OC	550.00	0:48	440.00	141,880.00
04/25/2023	No	Monnett DeLaTorre	Prepare two page labor code section 226(a) analysis as to legal entity name and Defendant's alleged name change.	500.00	1:36	800.00	142,680.00
04/26/2023	No	Monnett DeLaTorre	Review mediation brief, expert report and recent additional information provided by opposing counsel in preparation for second mediation.	500.00	3:06	1,550.00	144,230.00
04/26/2023	No	Jean Claude Lapuyade	Mediation - R&R Briefs, Reports and Exhibits in Prep for Second Mediation	550.00	4:00	2,200.00	146,430.00
04/27/2023	No	Monnett DeLaTorre	Attend mediation with Jeff Ross.	500.00	10:00	5,000.00	151,430.00
04/27/2023	No	Jean Claude Lapuyade	Mediation - Attended Mediation	550.00	10:00	5,500.00	156,930.00
04/27/2023	No	Tesla Stone	File maintenance - save confidentiality agreement	175.00	0:36	105.00	157,035.00
04/27/2023	No	Sydney Castillo-Johnson	Attended mediation	400.00	10:00	4,000.00	161,035.00
04/28/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:42	385.00	161,420.00
04/28/2023	No	Jean Claude Lapuyade	Settlement - Revised MOU and Emails to/from OC Re Same	550.00	2:30	1,375.00	162,795.00
04/29/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:48	440.00	163,235.00
05/01/2023	No	Monnett DeLaTorre	Review emails with Opposing counsel regarding status of MOU	500.00	0:06	50.00	163,285.00
05/01/2023	No	Monnett DeLaTorre	Review emails with opposing counsel regarding draft MOU, edits made to MOU and terms to be agreed on.	500.00	0:24	200.00	163,485.00
05/01/2023	No	Monnett DeLaTorre	Review draft MOU and opposing counsel's redline changes for purposes of comment.	500.00	1:00	500.00	163,985.00
05/04/2023	No	Jean Claude	Case Management - Emails to/from OC Re Joint CMS	550.00	0:24	220.00	164,205.00

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
05/08/2023	No	Monnett	Review email from client regarding text messages	500.00	0:18	150.00	164,355.00
		DeLaTorre	tied to employment and review text messages.				
05/09/2023	No	Jean	Settlement - R&R MOU with Defense Edits	550.00	1:48	990.00	165,345.00
		Claude					
		Lapuyade					
05/09/2023	No	Jean	Case Management - Drafted, Revised and Edited	550.00	1:36	880.00	166,225.00
		Claude	Joint Status Report				
		Lapuyade					
05/09/2023	No	Monnett	Review CMS for purposes of meeting M&C	500.00	0:24	200.00	166,425.00
		DeLaTorre	deadline as to CMC.				
05/09/2023	No	Jean	Settlement - Emails to/from OC Re MOU	550.00	0:54	495.00	166,920.00
		Claude					
		Lapuyade					
05/09/2023	No	Tesla	Schedule call with client.	175.00	0:24	70.00	166,990.00
		Stone					
05/12/2023	No	Tesla	Send MOU to client.	175.00	0:30	87.50	167,077.50
		Stone					
05/12/2023	No	Jean	Settlement - Emails to/from MOU	550.00	0:30	275.00	167,352.50
		Claude					
		Lapuyade					
05/16/2023	No	Tesla	Review LR and Orders. Draft Joint CMS. Corres	175.00	1:48	315.00	167,667.50
		Stone	w. OC. File and Serve.				
05/16/2023	No	Tesla	File maintenance - save admin bid.	175.00	0:30	87.50	167,755.00
		Stone					
05/16/2023	No	Tesla	Client update.	175.00	0:30	87.50	167,842.50
		Stone					
05/16/2023	No	Tesla	File maintenance.	175.00	0:30	87.50	167,930.00
		Stone					
05/17/2023	No	Jean	Settlement - Emails to/from OC Re MOU	550.00	0:18	165.00	168,095.00
		Claude					
		Lapuyade					
05/17/2023	No	Tesla	File maintenance - save admin bid.	175.00	0:30	87.50	168,182.50
		Stone					
05/17/2023	No	Tesla	File maintenance - save pleadings.	175.00	0:36	105.00	168,287.50
		Stone					
05/17/2023	No	Tesla	File maintenance - save fully executed MOU.	175.00	0:36	105.00	168,392.50
		Stone					
05/18/2023	No	Jean	Discovery - Emails to/from OC Re MTC Extension	550.00	0:24	220.00	168,612.50
		Claude					
		Lapuyade					
06/02/2023	No	Maria	File maintenance	175.00	0:30	87.50	168,700.00
		Watters					
07/11/2023	No	Jean	Settlement - Drafted, Revised and Edited Long	550.00	6:24	3,520.00	172,220.00
		Claude	Form Agreement				
		Lapuyade					

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ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
07/12/2023	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	172,307.50
07/13/2023	No	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited SAR	550.00	2:54	1,595.00	173,902.50
07/14/2023	No	Tesla Stone	File maintenance - save admin bid.	175.00	0:30	87.50	173,990.00
07/19/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:30	275.00	174,265.00
07/20/2023	No	Jean Claude Lapuyade	Settlement - Email to/from OC Re SAR	550.00	0:24	220.00	174,485.00
07/20/2023	No	Monnett DeLaTorre	Review Defense counsel's SAR and Notice and prepare separate Notice to be sent to opposing counsel.	500.00	1:18	650.00	175,135.00
07/20/2023	No	Monnett DeLaTorre	Review Defense counsel's version of notice and compare to model notice.	500.00	1:00	500.00	175,635.00
07/20/2023	No	Monnett DeLaTorre	Review Plaintiff's long form settlement agreement version in comparison to Defendant's version.	500.00	1:48	900.00	176,535.00
07/24/2023	No	Monnett DeLaTorre	Emails with litigation team regarding long form settlement agreement version to be used.	500.00	0:24	200.00	176,735.00
07/24/2023	No	Monnett DeLaTorre	Discussion with litigation team regarding draft SAR, differences with Defense counsel's, need for updated notice and how handling of SAR moving forward with occur.	500.00	0:30	250.00	176,985.00
07/24/2023	No	Monnett DeLaTorre	Review and respond to emails from opposing counsel regarding long form settlement agreement version to be used.	500.00	0:06	50.00	177,035.00
07/24/2023	No	Monnett DeLaTorre	Detailed email to opposing counsel regarding Defense's notice version, Plaintiff's long form settlement agreement and request that this version be used so that MPA can be modeled after it.	500.00	0:12	100.00	177,135.00
07/24/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR and Notice	550.00	0:18	165.00	177,300.00
07/24/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE Long Form	550.00	0:30	275.00	177,575.00
07/31/2023	No	Jean Claude Lapuyade	Settlement - Revised Defense SAR	550.00	4:00	2,200.00	179,775.00
08/02/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:30	275.00	180,050.00
08/02/2023	No	Monnett	Further detailed communications with litigation	500.00	0:48	400.00	180,450.00

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		DeLaTorre	team regarding clauses included in Defense counsel's version of SAR and determination of whether we will agree to proposed language.				
08/02/2023	No	Monnett DeLaTorre	Email communications with litigation team regarding clauses included in Defense's version of long form settlement agreement that were not in the MOU and determination of whether we will approve.	500.00	0:12	100.00	180,550.00
08/02/2023	No	Monnett DeLaTorre	Review and edit Defendant's long form settlement agreement.	500.00	1:30	750.00	181,300.00
08/05/2023	No	Jean Claude Lapuyade	Settlement - Email to/from OC Re SAR	550.00	0:24	220.00	181,520.00
08/07/2023	No	Monnett DeLaTorre	Review additional emails to opposing counsel regarding their further edits to SAR.	500.00	0:12	100.00	181,620.00
08/09/2023	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	181,707.50
08/11/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	181,872.50
08/15/2023	No	Monnett DeLaTorre	Discussions with litigation team regarding missing edits and comments from opposing counsel and potential of moving on MOU.	500.00	0:30	250.00	182,122.50
08/15/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:30	275.00	182,397.50
08/23/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	182,617.50
08/28/2023	No	Monnett DeLaTorre	Review Defendant's email regarding further comments and edits to SAR and review further edits.	500.00	1:24	700.00	183,317.50
08/28/2023	No	Jean Claude Lapuyade	Settlement - Revised SAR after Defense Edits and Drafted Letter to OC	550.00	3:06	1,705.00	185,022.50
08/28/2023	No	Monnett DeLaTorre	Review further emails with opposing counsel regarding other Administrator to be selected as opposing counsel will not agree to APEX	500.00	0:18	150.00	185,172.50
08/28/2023	No	Sydney Castillo- Johnson	Settlement - review SAR	400.00	0:48	320.00	185,492.50
09/05/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:42	385.00	185,877.50
09/07/2023	No	Monnett DeLaTorre	Review additional emails exchanged with opposing counsel regarding administrator to be selected and review bids.	500.00	1:12	600.00	186,477.50

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ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
09/11/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR and Admin	550.00	1:30	825.00	187,302.50
09/12/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:36	330.00	187,632.50
09/14/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:42	385.00	188,017.50
09/14/2023	No	Tesla Stone	File maintenance - save admin bid.	175.00	0:30	87.50	188,105.00
09/21/2023	No	Jean Claude Lapuyade	Settlement - TCW OC RE SAR	550.00	0:12	110.00	188,215.00
09/21/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Discovery Extension	550.00	0:24	220.00	188,435.00
09/22/2023	No	Sydney Castillo- Johnson	Settlement - Emails to/from Admin Re Bids	400.00	0:36	240.00	188,675.00
09/22/2023	No	Sydney Castillo- Johnson	Settlement - Emails to/from OC Re SAR	400.00	0:42	280.00	188,955.00
09/22/2023	No	Sydney Castillo- Johnson	Settlement - Revised SAR	400.00	1:00	400.00	189,355.00
09/26/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:42	385.00	189,740.00
09/26/2023	No	Jean Claude Lapuyade	Settlement - R&R SAR with Defense Edited	550.00	3:48	2,090.00	191,830.00
10/02/2023	No	Jean Claude Lapuyade	Law and Motion. - Emails to/from Admin Re Dec. ISO MPA	550.00	0:30	275.00	192,105.00
10/02/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPA	550.00	0:18	165.00	192,270.00
10/03/2023	No	Tesla Stone	File maintenance - save SAR signed by Defendant.	175.00	0:36	105.00	192,375.00
10/03/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Admin Dec ISO MPA	550.00	1:00	550.00	192,925.00
10/04/2023	No	Tesla Stone	File maintenance - save pleadings	175.00	0:36	105.00	193,030.00
10/09/2023	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	193,117.50

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Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
10/09/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPA	550.00	0:24	220.00	193,337.50
10/11/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPA	550.00	0:18	165.00	193,502.50
10/12/2023	No	Jean Claude Lapuyade	Settlement - TCW Client Re Long Form	550.00	1:12	660.00	194,162.50
10/12/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE SAR	550.00	0:30	275.00	194,437.50
10/13/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:30	275.00	194,712.50
10/16/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	194,932.50
10/23/2023	No	Tesla Stone	Send SAR to client.	175.00	0:30	87.50	195,020.00
10/24/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS	550.00	1:12	660.00	195,680.00
10/24/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MPA	550.00	0:24	220.00	195,900.00
10/26/2023	No	Tesla Stone	Review LR and Orders. Draft Joint CMS. Corres w. OC. File and Serve.	175.00	1:48	315.00	196,215.00
10/30/2023	No	Tesla Stone	Client update.	175.00	0:30	87.50	196,302.50
10/30/2023	No	Tesla Stone	File maintenance - save pleadings.	175.00	0:36	105.00	196,407.50
11/01/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE MPA	550.00	0:48	440.00	196,847.50
11/01/2023	No	Tesla Stone	Review LR and Orders. Finalize MPA. File and Serve.	175.00	2:30	437.50	197,285.00
11/01/2023	No	Tesla Stone	Upload MPA to LWDA	175.00	0:12	35.00	197,320.00
11/07/2023	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	197,407.50
11/14/2023	No	Jean Claude Lapuyade	Case Management - R&R JH Report From CMC and Emails Re Same	550.00	0:18	165.00	197,572.50
11/29/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:30	275.00	197,847.50

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ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
11/29/2023	No	Tesla Stone	File maintenance - save pleadings.	175.00	0:36	105.00	197,952.50
11/30/2023	No	Jean Claude Lapuyade	Lawa and Motion - Emails to/from Associate Re MPA Hearing	550.00	0:18	165.00	198,117.50
12/05/2023	No	Jean Claude Lapuyade	Settlement - R&R Revised Class Notice from Admin and Emails Re Same	550.00	1:54	1,045.00	199,162.50
12/14/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	1:24	770.00	199,932.50
12/14/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:24	220.00	200,152.50
12/21/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Deadline	550.00	0:18	165.00	200,317.50
12/28/2023	No	Tesla Stone	File maintenance - save admin report.	175.00	0:30	87.50	200,405.00
01/04/2024	No	Tesla Stone	File maintenance - save admin report.	175.00	0:30	87.50	200,492.50
01/11/2024	No	Tesla Stone	File maintenance - save admin report.	175.00	0:30	87.50	200,580.00
01/18/2024	No	Tesla Stone	File maintenance - save admin report.	175.00	0:30	87.50	200,667.50
01/25/2024	No	Tesla Stone	File maintenance - save admin report.	175.00	0:30	87.50	200,755.00
01/31/2024	No	Tesla Stone	File maintenance - save pleadings & calendaring	175.00	0:36	105.00	200,860.00
02/01/2024	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	200,947.50
02/01/2024	No	Tesla Stone	File maintenance - save admin report.	175.00	0:30	87.50	201,035.00
02/08/2024	No	Tesla Stone	File maintenance - save admin report.	175.00	0:30	87.50	201,122.50
02/12/2024	No	Andrea Amaya	Case management. Emails to/from team re: MFA.	400.00	0:12	80.00	201,202.50
02/13/2024	No	Andrea Amaya	Pleadings. Review file. Draft CMS for 03.05.2024 CMC.	400.00	1:00	400.00	201,602.50
02/14/2024	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Joint CMS and Emails to/from OC Re Same	550.00	1:36	880.00	202,482.50
02/15/2024	No	Tesla Stone	File maintenance - save admin report.	175.00	0:30	87.50	202,570.00
02/15/2024	No	Jean Claude	Case Management - Emails to/from OC Re CMS Service	550.00	0:12	110.00	202,680.00

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ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
02/15/2024	No	Tesla Stone	Review LR and Orders. Draft Joint CMS. Corres w. OC. File and Serve.	175.00	1:48	315.00	202,995.00
02/27/2024	No	Monnett DeLaTorre	Review Notice of Motion; Plaintiff's Declaration in support of MPA; Administrator Declaration in support of MPA; Points and Authorities in support of MPA; JCL Attorney Declaration in support of MPA; Attorney SZ declaration in support of MPA, Proposed order in support of MPA all in preparation for drafting MFA.	500.00	5:48	2,900.00	205,895.00
02/28/2024	No	Monnett DeLaTorre	Review emails from claims administrator regarding project status reports and exclusion list to be sent.	500.00	0:12	100.00	205,995.00
03/13/2024	No	Tesla Stone	File maintenance.	175.00	0:30	87.50	206,082.50
03/18/2024	No	Jean Claude Lapuyade	Legal Research - Fee Motion Issues Loadstar/Cross Check Cases with a Common Fund Settlement	550.00	4:12	2,310.00	208,392.50
03/21/2024	No	Monnett DeLaTorre	Review Conformed order and Court's tentative ruling as to MPA in preparation for drafting MFA.	500.00	0:48	400.00	208,792.50
03/21/2024	No	Monnett DeLaTorre	Review eight project status reports and two opt out forms provided by claims administrator in preparation for drafting MFA.	500.00	1:12	600.00	209,392.50
03/22/2024	No	Monnett DeLaTorre	Prepare Notice of Motion for Final Approval.	500.00	0:36	300.00	209,692.50
03/22/2024	No	Jean Claude Lapuyade	Legal Research - Motion for Final Approval Burdens/Standards (Cases)	550.00	3:36	1,980.00	211,672.50
03/23/2024	No	Monnett DeLaTorre	Begin initial draft of points and authorities in support of Motion for Final Approval.	500.00	2:36	1,300.00	212,972.50
03/23/2024	No	Monnett DeLaTorre	Prepare draft of Plaintiff's declaration in support of Motion for Final Approval	500.00	1:00	500.00	213,472.50
03/24/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited JCL Dec. ISO Fees Motion	550.00	1:42	935.00	214,407.50
03/24/2024	No	Monnett DeLaTorre	Prepare Declaration of Shani Zakay in support of Motion for Attorneys Fees and Costs and Service award.	500.00	0:36	300.00	214,707.50
03/24/2024	No	Monnett DeLaTorre	Prepare initial draft of Proposed Order in support of Motion for Final Approval.	500.00	1:12	600.00	215,307.50
03/24/2024	No	Monnett DeLaTorre	Prepare Notice of Motion for Attorneys Fees and Costs and Service award.	500.00	0:36	300.00	215,607.50
03/24/2024	No	Monnett DeLaTorre	Prepare initial draft of points and authorities in support of Motion for Attorneys Fees and Costs and Service award.	500.00	2:00	1,000.00	216,607.50
03/24/2024	No	Monnett DeLaTorre	Email to opposing counsel regarding draft points and authorities in support of final approval and	500.00	0:06	50.00	216,657.50

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
			request for comments.				
03/24/2024	No	Monnett DeLaTorre	Prepare draft of substantive declaration of Jean Claude Lapuyade in support of Motion for Final Approval.	500.00	1:36	800.00	217,457.50
03/24/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited P&As for MFA	550.00	3:24	1,870.00	219,327.50
03/24/2024	No	Monnett DeLaTorre	Review declaration of Atticus and adjust reference points within points and authorities and other supporting documents.	500.00	1:00	500.00	219,827.50
03/24/2024	No	Monnett DeLaTorre	Prepare Draft Declaration of Shani Zakay in support of Motion for Final Approval.	500.00	0:48	400.00	220,227.50
03/24/2024	No	Monnett DeLaTorre	Prepare initial draft of Declaration of Jean Claude Lapuyade in support of Motion for Attorneys Fees and Costs and Service award.	500.00	1:12	600.00	220,827.50
03/24/2024	No	Jean Claude Lapuyade	Law and Motion - Revise and Edited P&As for Motion for Fees	550.00	1:48	990.00	221,817.50
03/24/2024	No	Monnett DeLaTorre	Prepare Draft Proposed Order in support of Motion for Final Approval.	500.00	1:48	900.00	222,717.50
03/25/2024	No	Jean Claude Lapuyade	Law and Motion - Revised end Edited Dec. ISO MFA., Order and Judgment for MFA	550.00	2:54	1,595.00	224,312.50
03/25/2024	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MFA	550.00	0:18	165.00	224,477.50
Total for Hillstrom v. Constellation (002-260)					485:18	\$224,477.50	

EXHIBIT 7

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

EXAMPLES OF THE JCL LAW FIRM'S
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and

rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement

for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)

- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);