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Attorneys for Defendant
SOUTHERN GLAZER'S WINE AND SPIRITS, LLC
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

TIFFANY NIZ, an individual on behalf of herself
and on behalf of all persons similarly situated,

Plaintiff,

vs.

SOUTHERN GLAZER'S WINE AND SPIRITS,
LLC, a Delaware Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. CIV DS 2008028

Assigned for all purposes to the Honorable
Jessica Morgan (Dept. S-26)

CLASS ACTION

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT**

Action Filed: March 16, 2020
FAC Filed: June 4, 2020
Trial Date: None Set

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JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to its terms and conditions and the approval of the Court, this Joint Stipulation and Settlement Agreement (hereinafter the “Settlement Agreement” or “Agreement”) is made and entered into by and among Plaintiff Tiffany Niz (hereinafter the “Plaintiff” or “Niz” or “Named Plaintiff”), individually and on behalf of the Settlement Class, as defined herein, and Defendant Southern Glazer’s Wine and Spirits, LLC (hereinafter the “Defendant” or “SGWS”). Plaintiff and Defendant are jointly referred to in this Settlement Agreement as the “Parties,” and each of them as a “Party.”

1. DEFINITIONS

1.1 The term “**Agreement**” means this Settlement Agreement.

1.2 The term “**Attorneys’ Fees and Costs**” means the amount of attorneys’ fees and costs and expenses to be requested by Class Counsel, subject to Court approval, in accordance with Subsection 4.4 of this Agreement, and includes all such fees, costs, expenses incurred as of the date this Settlement Agreement is executed, as well as such fees, costs, expenses incurred in documenting the Settlement, securing approval of the Settlement, administering and obtaining a judgment in the Action before the Court. Attorneys’ Fees and Costs shall be paid from the Class Settlement Amount.

1.3 The terms “**Claimant**” and “**Settlement Class Member**” mean any Class Member who does not opt-out of the Settlement.

1.4 The term “**Claims Administrator**” means Phoenix Settlement Administrators (hereinafter “PSA”), the entity agreed to by the Parties, subject to Court approval, which will perform, as a fiduciary, the duties of, among other things: (i) formatting and mailing the Notice to Class Members; (ii) establishing and maintaining a toll-free informational telephone support line to assist Class Members who have questions regarding the Settlement or Notice; ; (iii) performing an NCOA search and skip-tracing; (iv) tracking and addressing Opt-Out Letters, Objections, and workweek disputes/LC 203 subclass eligibility/PAGA eligibility; (v) notifying the Parties regarding submitted Opt-Out Letters, Objections, and workweek count/LC 203 subclass eligibility/PAGA eligibility disputes consistent with

1 this Agreement; (vi) establishing and maintaining a Qualified Settlement Fund account;
2 (vii) issuing payments consistent with this Agreement; (viii) determining any appropriate
3 tax withholdings from the wage portion of payments to Settlement Class Members,
4 making the appropriate payments based on withholdings and the employer's share of
5 payroll taxes, and issuing any required tax paperwork, including W-2s and 1099s to Class
6 Members; and (ix) providing declarations and/or other information to the Court as
7 requested by the Parties and/or the Court.

8 1.5 The term "***Claims Period***" means the forty-five (45) day time-period for Settlement Class
9 members to submit an Opt-Out Letter, an Objection to the Settlement, or to dispute the
10 workweeks/LC 203 subclass eligibility/PAGA eligibility listed on the Class Notice.

11 1.6 The term "***Claims Deadline***" is the last day of the Claims Period.

12 1.7 The term "***Complaint***" or "***Operative Complaint***" means the First Amended Complaint
13 ("FAC") filed on June 4, 2020, styled as *Tiffany Niz v. Southern Glazer's Wine and*
14 *Spirits, LLC* (Case No. CIV DS 2008028) in the Superior Court of the State of California,
15 County of San Bernardino.

16 1.8 The term "***Class Counsel***" means the following counsel who, subject to Court approval,
17 shall act as counsel for the Settlement Class: Dychter Law Offices, APC and United
18 Employees Law Group, PC.

19 1.9 The term "***Class***" or "***Class Member***" means all current and former non-exempt, hourly
20 Sales Merchandisers of SGWS in the State of California at any time since March 16, 2016
21 *through* the date of preliminary approval of the instant settlement, but in no event after
22 April 30, 2024.

23 a. "***LC 203 Subclass***" means Class Members who separated their employment
24 from SGWS at any time between March 16, 2017 *through* the date of
25 preliminary approval of the instant settlement, but in no event after April
26 30, 2024.

27 1.10 The term "***Class Settlement Amount***" means the gross sum of Two Million Nine Hundred
28 Seventy-Five Thousand Dollars (\$2,975,000), which, in addition to the employer's share

1 of corporate payroll tax obligation as set forth herein, shall be the maximum sum paid by
2 Defendant to settle this Litigation, unless the Escalator Clause is triggered because the
3 number of workweeks exceeds the Apron, in which case the Class Settlement Amount will
4 increase pursuant to the Escalator Clause. The Class Settlement Amount includes, without
5 limitation, the combined total of any Attorneys' Fees and Costs approved by the Court, any
6 Service Enhancement approved by the Court to the named Plaintiff, any Settlement
7 Administration Costs approved by the Court, any payment to the State of California Labor
8 and Workforce Development Agency ("LWDA") pursuant to the California Private
9 Attorneys General Act ("PAGA"), and all amounts paid to Settlement Class Members, all
10 of which shall come out of the Class Settlement Amount and shall not exceed the Class
11 Settlement Amount. The payroll tax obligation on the "wage" portion of the settlement to
12 the Settlement Class Members shall be paid by Defendant *separate and apart* from the
13 Class Settlement Amount and is not included in the Class Settlement Amount.

14 1.11 The term "***Court***" means the Superior Court of the State of California, County of San
15 Bernardino, and any appellate court that may review any orders entered by the Court related
16 to this Settlement.

17 1.12 The term "***Execution***" refers to the signing of this Agreement by all signatories hereto.

18 1.13 The term "***Final Judgment***" refers to the final judgment entered by the Court.

19 1.14 "***Final Approval Hearing***" means a hearing for the purpose of: (i) determining the fairness,
20 adequacy, and reasonableness of the Settlement Agreement, including but not limited to
21 with respect to allocations for attorneys' fees and costs, pursuant to class action procedures
22 and requirements; (ii) determining the good faith of the Settlement Agreement; and (iii)
23 entering Judgment. This hearing is intended to be the final approval hearing required under
24 California Rule of Court 3.769(a).

25 1.15 The terms "***Litigation***" or "***Lawsuit***" mean *Tiffany Niz v. Southern Glazer's Wine and*
26 *Spirits. LLC (Case No. CIV DS 2008028)* which is pending in the Superior Court of the
27 State of California, County of San Bernardino.

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- 1.16 The term “**LWDA Letter**” means the letter sent to the LWDA and Defendant, dated March 16, 2020, on behalf of Plaintiff and other allegedly aggrieved employees of Defendant, which set forth the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- 1.17 The term “**Named Plaintiff**” means the named plaintiff in the Litigation, Ms. Tiffany Niz. The Named Plaintiff will seek to be designated as Settlement Class Representative for the Settlement Class.
- 1.18 The term “**Net Settlement Amount**” means the Class Settlement Amount minus the combined total of any Attorneys’ Fees and Costs approved by the Court, the amount for Settlement Administration Costs approved by the Court, the Service Enhancement approved by the Court, and the payments to the LWDA and PAGA Members pursuant to the PAGA statute, the amount approved by the Court for LC 203 Subclass, and any other costs of any kind associated with the settlement with the exception of the employer’s share of payroll taxes on the “wage” portion of the settlement to the Settlement Class Members. The employer’s share of corporate payroll tax obligations on the “wage” portion of the settlement to the Settlement Class Members shall be paid *separate and apart* by Defendant. In the event that the Court reduces the Attorneys’ Fees and Costs, expenses, Service Enhancement, or either increases or decreases the amount allocated to PAGA penalties, the Net Settlement Amount shall be adjusted accordingly and allocated to Settlement Class Members.
- 1.19 The term “**Notice**” means a document that has been mutually agreed to by the Parties and subject to the Court’s approval and that the Claims Administrator will mail to each Class Member, explaining the terms of the Settlement, identifying their respective weeks worked during the Class Period, their eligibility status regarding being an LC 203 Subclass Class Member, their eligibility status regarding being a PAGA Member, their estimated share of the Net Settlement Amount, the opt-out procedure, as set forth in Section 6.7, below, the objection procedure, and the procedure related to disputing the stated number of eligible work weeks, LC 203 Subclass eligibility, and/or PAGA Member eligibility during the

1 Class Period.

2 1.20 The terms “**Notice and Administration Costs**” or “**Settlement Administration Costs**” mean
3 all costs incurred by the Claims Administrator, including but not limited to the cost to:
4 compare the class list against the National Change of Address (“NCOA”) database
5 maintained by the United States Postal Service; typeset, print, and mail the Notice to all
6 Class Members; establishing and maintaining a toll-free informational telephone support
7 line to assist Class Members who have questions regarding the Settlement or Notice;
8 perform skip-tracing of returned mailings; calculate, tabulate, and mail out Settlement
9 Disbursement Payments; payment of postage required to comply with this Agreement;
10 responding to Class Member inquiries and addressing any challenges to the stated number
11 of workweeks, LC 203 Subclass status and/or PAGA Member eligibility; and all other
12 expenses, including establishing and maintaining a Qualified Settlement Fund account,
13 issuing any required tax paperwork, including W-2s and 1099s to Class Members, tax
14 reporting and fees to be paid by the Claims Administrator, necessary to administer the
15 Settlement in accordance with this Agreement, and providing declarations and/or other
16 information to the Court, as requested by the Parties and/or the Court. Settlement
17 Administration Costs shall not exceed \$20,000 or such other amount as approved by the
18 Court. Settlement Administration Costs shall be paid from the Class Settlement Amount.

19 1.21 The term “**Opt-Out Letter**” refers to a written request to “opt-out” or “exclude” oneself
20 from the Settlement sent by any Class Member who elects to be excluded from the
21 Settlement Class pursuant to Section 6.7, below. A Class Member must submit a valid
22 Opt-Out Letter to the Claims Administrator to exclude himself or herself from the
23 Settlement and from the release of claims pursuant to this Settlement. Those who submit
24 a valid and timely Opt-Out Letter will not be considered part of the Settlement Class after
25 their valid and timely Opt-Out Letter is received by the Claims Administrator and will have
26 no standing to object to the Settlement. Those who submit a valid and timely Opt-Out
27 Letter shall still be bound by the release of PAGA claims, as set forth herein.

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1.22 “**Order Granting Final Approval of Class Action Settlement**” shall mean the order and judgment to be entered by the Court titled “Order Granting Motion for Final Approval of Class Action Settlement” and “Judgment.” The “Judgment,” shall constitute approval pursuant to California Rules of Court 3.769(a).

1.23 The term “**Parties**” means the Named Plaintiff and Defendant.

1.24 The term “**PAGA**” means the California Labor Code Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*).

1.25 The term “**PAGA Members**” means those Class Members who worked at any time between March 16, 2019 *through* the date of preliminary approval, but in no event after April 30, 2024.

1.26 The term “**PAGA Period**” means the period of time from March 16, 2019 through the date of preliminary approval of the instant settlement, but in no event after April 30, 2024, which is the period of time applicable to the claims being released, pursuant to Section 7 hereafter.

1.27 The term “**Released Claims**” has the definition provided in Section 7.1, below.

1.28 The term “**Service Enhancement**” means the amount of money to be requested by Class Counsel on behalf of Named Plaintiff Tiffany Niz, subject to Court approval, to compensate Named Plaintiff for the efforts and risks she undertook on behalf of the Settlement Class. Any Service Enhancement shall be paid from the Class Settlement Amount.

1.29 The term “**Settlement**” means the compromise and settlement of the Litigation, as contemplated by this Agreement.

1.30 The term “**Settlement Class**” means all Claimants.

1.31 The term “**Settlement Class Period**” means the period of time from March 16, 2016 *through* the date of preliminary approval of the instant settlement, but in no event after April 30, 2024, which is the period of time applicable to the claims being released pursuant to Section 7 hereafter.

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1.32 The term “***Settlement Class Representative***” means Tiffany Niz, who Class Counsel shall request be appointed by the Court as class representative for purposes of the Settlement Class.

1.33 The term “***Settlement Disbursement Payment***” means the disbursements made by the Claims Administrator to Settlement Class Members, PAGA Members, Class Counsel, the Settlement Class Representative, the Claims Administrator, and the LWDA, pursuant to the Settlement, as specified in Section 6.3, below.

1.34 The term “***Final Effective Date***” or “***Effective Date***” means the date when the latest of all of the following events have occurred: (1) the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or (2) any appeal, writ or other appellate proceeding related to the Settlement, including any appeal involving the amount of attorneys’ fees and costs awarded to Class Counsel, has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (3) any appeal, writ or other appellate proceeding has upheld the Court’s final order with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court’s order approving the Settlement is completely final, and there is no further recourse by any appellant or objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement will not become effective if Defendant is required to pay more than the Class Settlement Amount (in addition to employer’s share of payroll tax) under any circumstances, unless otherwise agreed by the Parties in writing. It is further agreed by and between the Parties that this Settlement shall not become effective, and Defendant shall not have any obligation (monetary or otherwise) under the terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights of appeal with respect to any objections or the judgment, have been finally exhausted and resolved upholding the terms of this Settlement, except that Defendant shall be responsible one half any and all Notice and Administration Costs that have already been incurred, as indicated in Subsection 4.5.

1.34.1. For purposes of determining the Final Effective Date, the Parties agree that only California Courts have jurisdiction over any such appeals, except for any appellate procedure over which the United States Supreme Court may exercise jurisdiction.

1.35 The term “*Escalator Clause*” shall mean the condition under which the Class Settlement Amount and the Net Settlement Amount are both increased because the number of total aggregate workweeks worked by Class Members for SGWS during the Class Period exceeds 202,000 (the “*Apron*”).

1.35.1. In the event that the Apron is exceeded, then SGWS shall pay an additional amount (the “*Workweek Allocation Adjustment*”) equal to the actual number of total aggregate workweeks in excess of the Apron multiplied by the Net Settlement Amount divided by 176,000 workweeks, in order to increase the Net Settlement Amount proportionately to account for the increase in the total number of aggregate workweeks. The ultimate Class Settlement Amount and Net Settlement Amount will each increase by this Workweek Allocation Adjustment, with all additional monies being paid to Settlement Class Members and distributed according to Subsection 4.2.1, below.

2. **RECITALS**

2.1 On March 16, 2020, Plaintiff Tiffany Niz filed suit in the Superior Court of the State of California, County of San Bernardino, against Defendant Southern Glazer’s Wine and Spirits, LLC (Case No. CIV DS 2008028) on behalf of a proposed class of non-exempt, hourly sales merchandisers working in the State of California at any time since March 16, 2016, for multiple wage and hour claims, including but not limited to, failure to pay all straight-time and overtime wages for all work performed at the lawful rate of pay; failure to provide compliant duty-free meal periods; failure to authorize and permit compliant duty-free rest periods; derivative claims for the failure to provide accurate itemized wage statements and failure to pay all wages upon separation of employment; and claims under

1 the Business & Professions Code § 17200, *et seq.* (“UCL”). On the same date, Plaintiff Niz
2 submitted a notice of new claim to the LWDA in order to pursue a claim under the PAGA
3 based on the same claims. On June 4, 2020, after exhausting the administrative
4 requirements under the PAGA, Plaintiff filed a First Amended Complaint (“FAC”) to
5 include her PAGA claim. This case was originally assigned to the Hon. David Cohn (Dept.
6 S-26) and thereafter was re-assigned to the Hon. Jessica Morgan (Dept. S-26).

7 In August 2020, Plaintiff filed a demand for arbitration with AAA, but due to a late
8 payment of Defendant’s share of the filing fee and based upon Plaintiff’s subsequent
9 motion seeking an order deeming a material breach of the arbitration agreement, the Court
10 eventually granted Plaintiff’s Motion. Thereafter, on or about January 29, 2021, Defendant
11 filed a Notice of Appeal in the Fourth Appellate District – Division Two related to the
12 Court’s ruling invalidating the arbitration agreement. Ultimately, the Court of Appeals
13 denied Defendant’s/Appellant’s requested relief. Defendant/Appellant’s thereafter filed a
14 Petition for Review and Writ of Mandate before the California Supreme Court was
15 ultimately denied on or about March 22, 2023. On April 14, 2023, SGWS’s original
16 counsel was replaced with SGWS’s current counsel, the law firm of Littler Mendelson P.C.
17 On June 1, 2023, Defendant filed an Answer to the FAC.

18 On June 13, 2023, Plaintiff propounded Special Interrogatories (Set One) and
19 Requests for Production of Documents (Set One). After the commencement of formal
20 written discovery, the Parties began discussing a class-wide mediation of this matter,
21 including what data and information would be required for a meaningful class-wide
22 mediation. The Parties agreed to mediate with the Honorable Angela M. Bradstreet (*Ret.*)
23 of ADR Services, Inc. on November 16, 2023. On November 9, 2023, Plaintiff propounded
24 Requests for Production of Documents (Set Two). The Parties met and conferred regarding
25 Plaintiff’s formal requests for all time-punch records, pay records, and contact information
26 for the Class, eventually agreeing to a sample of said data which was ultimately analyzed
27 by Plaintiff’s expert and utilized by Plaintiffs’ counsel at the private mediation sessions.

28 The Parties were unable to reach a resolution at the mediation on November 16,

2023, and agreed to continue the mediation session until January 11, 2024. Between the mediation sessions, the Parties exchanged additional information and data. On January 11, 2024, the Parties participated in a second mediation session, at which time a “Mediator’s Proposal” was issued by Judge Bradstreet (*Ret.*) that was accepted by the Parties for an “all-in” non-reversionary settlement amount of Two Million Nine Hundred Seventy-Five Thousand Dollars (\$2,975,000), with the payroll tax obligation on the “wage” portion of the Settlement to the Settlement Class Members to be paid by Defendant, separate and apart from the Class Settlement Amount.

2.2 Named Plaintiff and her Counsel believe this Litigation is meritorious based on applicable law or an extension thereof. Class Counsel represents that they have conducted a thorough investigation into the facts of this case and have diligently pursued an investigation of the claims against Defendant. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Defendant, class certification risk, trial risk, and appellate risk.

2.3 Defendant has also actively investigated the facts surrounding the claims brought by the Plaintiff on behalf of the putative class and has actively and aggressively defended herself from said claims. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged. Defendant further asserts that they have complied with all applicable provisions of California statutory, regulatory, and common law and have a good faith belief based on existing law that its practices were and are in compliance. Defendant also has denied and continues to deny, *inter alia*, the allegations that the Class Members have suffered damage; that Defendant in any way failed to pay Class Members for all hours worked and at the lawful rate of pay; that Defendant violated the law regarding meal periods and rest breaks; that Defendant failed to timely pay Class Members all wages owed upon termination/resignation or otherwise when due; that Defendant failed to comply with the law with respect to itemized wage statements; that Defendant engaged in any unlawful,

1 unfair or fraudulent business practices; that Defendant engaged in any wrongful conduct
2 as alleged in the Litigation; or that Class Members were harmed by the conduct alleged in
3 the Litigation. Neither this Agreement, nor any document referred to or contemplated
4 herein, nor any action taken to carry out this Agreement, is, may be construed as, or may
5 be used as an admission, concession or indication by or against Defendant of any fault,
6 wrongdoing or liability whatsoever.

7 2.4 The entry of Final Judgment in this Litigation shall resolve all claims that were alleged in
8 the operative FAC filed in the Litigation, or which could have been alleged based upon the
9 facts set forth in the operative FAC, with the exception of any claims which might be
10 retained by Settlement Class Members who exclude themselves from the Settlement and
11 any claims brought by Mr. Noah Winn and Ms. Crystal Richardson. The Parties agree to
12 cooperate and take all steps necessary and appropriate to obtain Preliminary Approval and
13 Final Approval of this Settlement, via motions that comport with notice requirements of
14 Code of Civil Procedure section 1005, and to effectuate its terms.

15 2.5 Each of the forgoing Recitals is incorporated into this Agreement as if fully set forth in the
16 body of the Agreement.

17 3. **CERTIFICATION OF SETTLEMENT CLASS**

18 3.1 The Settlement Class shall consist of *all current and former non-exempt, hourly Sales*
19 *Merchandisers of SGWS in the State of California at any time since March 16, 2016*
20 *through* the date of preliminary approval of the instant settlement, but in no event after
21 April 30, 2024.

22 3.2 The Parties and Class Counsel agree that, if approved, certification of the Settlement Class
23 is a conditional certification for settlement purposes only, and that if, for any reason, the
24 Court does not grant final approval of the Settlement, or if final approval is not given
25 following the appeal of any order by the Court, or if for any reason the Final Effective Date
26 does not occur, the certification of the Settlement Class for settlement purposes shall be
27 deemed null and void without further action by the Court or any of the Parties, each Party
28 shall retain all of their respective rights and shall be returned to their relative legal positions

as they existed prior to execution of this Agreement, and neither this Agreement, nor any of its accompanying exhibits or any orders entered by the Court in connection with this Agreement shall be admissible or used for any purpose in this Litigation or any other legal proceeding, except for the enforcement of same.

3.3 The Parties and Class Counsel agree that, if approved, certification of the Settlement Class for settlement purposes is in no way an admission by Defendant that class certification is proper in any other wage and hour litigation, or any other litigation, against Defendant.

4. TERMS OF SETTLEMENT

4.1 Subject to the other terms and conditions contained in this Agreement, and in consideration of the contemplated pleadings, releases and dismissals set forth in this Agreement, and subject to Court approval, Defendant agrees that the Class Settlement Amount shall be Two Million Nine Hundred Seventy-Five Thousand Dollars (\$2,975,000), unless the Escalator Clause is triggered.

4.1.1 Defendant will provide the Claims Administrator with all names, last known home mailing addresses, social security numbers, and all hire and separation dates for each Class Member within ten (10) business days of the Court granting Preliminary Approval of the Settlement, number of workweeks each Class Member worked in the Settlement Class Period, PAGA Member eligibility, and LC 203 Subclass eligibility.

4.2 Except for those Class Members who opt-out of the Settlement, all Settlement Class Members shall recover a share of the Net Settlement Amount. The Net Settlement Amount shall be allocated as set forth below:

4.2.1 Each Settlement Class Member shall be awarded a pro-rata share based upon a percentage equal to the number of each Class Member's weeks worked (rounded up to the next whole number) during the Class Period divided by the aggregate total of all Settlement Class Members' workweeks during the Class Period. Each Settlement Class Member's respective share of the Net Settlement Amount shall be calculated by

1 multiplying the Net Settlement Amount, less all amounts to be paid to the
2 LC 203 Subclass, as addressed in Subsection 4.2.2 below, by a fraction,
3 the numerator of which is the individual Settlement Class Member's
4 weeks worked during the Class Period, and the denominator of which is
5 the total of all aggregate workweeks during the Class Period by all
6 Settlement Class Members during the Settlement Class Period. Each
7 resulting product shall be the amount that each respective Settlement
8 Class Member is eligible to receive, notwithstanding any additional
9 amount as a Member of the LC 203 Subclass and/or as a PAGA Member.

10 4.2.2 The Parties agree to allocate the sum of Three Hundred Dollars (\$300.00)
11 to each Settlement Class Member who is also an LC 203 Subclass
12 Member for purposes of California Labor Code Section 203 penalties (the
13 "Section 203 Settlement Amount"), which shall be deducted from the
14 Class Settlement Amount **before** the Net Settlement Amount is allocated
15 across Settlement Class Members based on the number of weeks worked,
16 in Subsection 4.2.1. In the event that the Court determines that the Section
17 203 Settlement Amount needs to be modified in some manner, the parties
18 mutually agree to cooperate to make said revision and reallocation within
19 the Net Settlement Amount, without the necessity for a revised Settlement
20 Agreement.

21 4.2.3 The anticipated share of each Class Member who elects to "opt-out" of
22 the Settlement shall be re-distributed on a *pro rata* basis to all
23 participating Settlement Class Members based on their respective work
24 weeks during the Settlement Class Period. Likewise, the anticipated share
25 of each respective LC 203 Subclass Member who elects to "opt-out" of
26 the Settlement shall be returned for inclusion in the Net Settlement
27 Amount and distributed on a *pro rata* basis to all participating Settlement
28 Class Members based on their respective work weeks during the

Settlement Class Period.

4.3 Class Counsel may request, subject to Court approval, that the Settlement Class Representative be paid a maximum Service Enhancement of up to Eight Thousand Five Hundred Dollars (\$8,500.00), which shall be paid from the Class Settlement Amount. This request shall not be opposed by Defendant. In the event that the Court does not award the full requested Service Enhancement, the remainder shall be re-distributed on a *pro rata* basis to all participating Settlement Class Members on the basis of their respective work weeks during the Settlement Class Period. The Service Enhancement shall be paid to Plaintiff in addition to her *pro rata* share of the Net Settlement.

4.4 Class Counsel shall apply to the Court for an award of Attorneys' Fees and Costs, which shall be paid from the Class Settlement Amount. Defendant will not oppose Class Counsel's application for an award of Attorneys' Fees in an amount up to one-third (33.33%) of the Class Settlement Amount comprising Nine Hundred and Ninety-One Thousand Six Hundred and Sixty-Six Dollars (\$991,666), plus Costs not to exceed Thirty Thousand Dollars (\$30,000.00). In the event that the Court does not award the full requested Attorneys' Fees and/or Costs, the remainder(s) shall be re-distributed on a *pro rata* basis to all participating Settlement Class Members on the basis of their respective work weeks during the Settlement Class Period.

4.4.1 The Parties agree that the Court's approval or denial of any request for Attorneys' Fees and/or Costs and/or the Named Plaintiff's Service Enhancement are not conditions to this Agreement and are to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by Class Counsel of an award for Attorneys' Fees and Costs or for Service Enhancement shall not operate to terminate or cancel this Agreement, but in no event shall Defendant be required to pay more than the Class Settlement Amount.

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1 4.4.2 Class Counsel agree that they are responsible for allocating the Attorneys’
2 Fees and Costs approved by the Court among themselves and any other
3 counsel that may have any other agreement with them. If a lien is asserted,
4 the Claims Administrator will tender the Attorneys’ Fees and Cost award to
5 the Court and shall thereafter be released from any claim related to those
6 payments. Class Counsel warrants and represents that there are no liens on
7 the amounts to be paid pursuant to the terms of this Agreement and that no
8 assignments of the claims to be released or the Attorneys’ Fees and Costs
9 to be paid pursuant to this Agreement have been made or attempted. Class
10 Counsel agrees to defend, indemnify and hold harmless Defendant from any
11 liability resulting from a breach of these representations and/or any lien or
12 assignment.

13 4.5 The Parties agree that, subject to Court approval, payment to the Claims Administrator
14 shall not exceed Twenty Thousand Dollars (\$20,000.00). The Claims Administration costs
15 shall be paid from the Class Settlement Amount. In the event the Final Effective Date does
16 not occur, any portion of the Settlement Administration Costs already incurred by the
17 Claims Administrator shall be allocated so that Class Counsel and Defendant will each be
18 responsible for one-half of said expenses. Any dispute relating to the Claims
19 Administrator’s ability and need to perform its duties shall be referred to the Court if it
20 cannot be resolved by the Parties. The Claims Administrator shall regularly and accurately
21 report to the Parties, in written form when requested, on the substance of the work
22 performed. To the extent that the Claims Administrator Costs ultimately exceed
23 \$20,000.00 and are approved by the Court, any additional amount will be deducted from
24 the Class Settlement Amount.

25 4.6 The Parties agree that Claims paid to Claimants shall be correctly and appropriately
26 allocated as follows:

27 4.6.1 The entirety of the Section 203 Settlement Amount and PAGA penalties to PAGA
28 Members shall be allocated to “penalties” and characterized as 1099 income.

1 4.6.2 Of the Net Settlement Amount remaining and to be distributed *pro rata* based on
2 workweeks, 20% shall be allocated to “wages”, and 80% shall be allocated to
3 “penalties and interest”, such that 20% shall be characterized as W-2 income and
4 80% shall be characterized as 1099 income. Defendant’s share of any employer-
5 side payroll taxes allocated to the payment of “wages” will be calculated based on
6 the portion allocated to the payment of “wages” and paid by Defendant separate
7 and apart from the Class Settlement Amount. The Claims Administrator will be
8 responsible for calculating and paying the payroll taxes and withholdings owed,
9 after informing Defendant of the specific amount required to be paid for the
10 corporate payroll tax obligation.

11 4.6.3. Tax Liability. Defendant and Class Counsel make no representation as to the tax
12 treatment or legal effect of the payments called for hereunder, and Settlement Class
13 Representative is not relying on any statement or representation by Defendant or
14 Class Counsel in this regard. Settlement Class Representative understands and
15 agrees that Class Members will be solely responsible for the sufficiency of the
16 payment of employee’s taxes predicated on the payments described herein, with the
17 understanding that the Claims Administrator is distributing the payroll tax
18 withholdings and employers’ share of the wage portion of the payments, but not
19 making any tax payment for the penalties / interest.

20 4.6.4 Tax Reporting. The Settlement Administrator will be solely responsible for all tax
21 reporting, including issuing to each Class Member an Internal Revenue Service
22 Form W-2 and comparable state forms with respect to the wage allocation and a
23 Form 1099 with respect to the penalties and interest allocations.

24 4.7 The Parties agree to allocate a total of Two Hundred Thousand Dollars (\$200,000.00)
25 towards PAGA penalties. The Claims Administrator shall issue and mail a check to the
26 State of California LWDA in the amount of One Hundred and Fifty Thousand Dollars
27 (\$150,000.00) (*i.e.* 75% share). The Claims Administrator shall confirm who is an eligible
28 PAGA Member and shall pay each eligible PAGA Member an equal share of the Fifty

1 Thousand Dollars (\$50,000.00) (*i.e.* the 25% share). The allocated PAGA penalties shall
2 be paid from the Class Settlement Amount. Should the Court at the Preliminary Approval
3 Hearing or the LWDA deem that additional PAGA penalties need to be allocated, the
4 Parties agree to revise the allocated PAGA penalties amount as deemed necessary without
5 the need for a revised Settlement Agreement, the funds of which shall be paid from the
6 Class Settlement Amount, reducing the Net Settlement Amount accordingly.

7 4.8 The payments made to Claimants pursuant to this Agreement are not being made for any
8 other purpose and shall not be construed as compensation for purposes of determining
9 eligibility for any health and welfare benefits or unemployment compensation, and no
10 benefit, including but not limited to pension and/or 401(k), shall increase or accrue as a
11 result of any payment made as a result of this Settlement or Agreement.

12 4.9 Subject to Court Approval, checks issued to Claimants pursuant to this Agreement shall
13 remain negotiable for a period of one hundred twenty days (120) days from the date of
14 mailing by the Claims Administrator. Thereafter, the Claims Administrator shall cancel
15 any uncashed checks and the corresponding amount shall be sent in each respective
16 Claimant's name to the Controller of the State of California to be held pursuant to the
17 Unclaimed Property Law, California Code of Civil Procedure §§ 1500, *et seq.*, in the name
18 of the Claimant and for the benefit of the Claimant until the Claimant claims his or her
19 property. The Parties agree that this disposition results in no "unpaid residue or unclaimed
20 or abandoned class member funds" as discussed in California Code of Civil Procedure
21 section 384, subd.(b). The Parties agree and acknowledge that such uncashed funds shall
22 be in a non-interest bearing Qualified Settlement Fund Account created pursuant to Internal
23 Revenue Code Section 1.468B-1 up until the time of disbursement to the Controller of the
24 State of California. No interest will have accrued prior to disbursement because the
25 account has to be a checking account (non-interest bearing) in order to disburse. The
26 Parties understand and agree that because no interest will have accrued on the uncashed
27 funds prior to disbursement there will be no obligation on the part of Defendant, the Claims
28 Administrator, or any other person to pay any interest upon disbursement of the uncashed

1 funds to the Controller of the State of California under California Code of Civil Procedure
2 Section 384.

3 **5. NOTICE OF THE SETTLEMENT**

4 5.1 Within ten (10) business days after the Court grants Preliminary Approval of this
5 Settlement, Defendant shall provide to the Claims Administrator a listing of all Class
6 Members, including the following information/data, in a Microsoft Excel spreadsheet: 1)
7 full name; 2) last known mailing address; 3) telephone number (*if available*); 4) Social
8 Security Number; 5) dates of employment as a Class Member (including all separations
9 and re-hires during the Class Period); 6) LC 203 Subclass eligibility; and 7) PAGA
10 Member eligibility (hereinafter the “*Class List*”). The Class Action Administrator will
11 calculate each Class Member’s preliminary respective settlement share. The Class List
12 shall be based on the data kept in the ordinary course of business in Defendant’s business
13 records. The Parties agree that the contents of the Class List are confidential and shall not
14 be shared with third parties other than the Claims Administrator, who shall also agree to
15 maintain the confidentiality of the Class List and agree the Class List shall not be used for
16 any purpose other than to administer the Class Settlement.

17 5.2 Subject to Court approval, the “Notice” shall be sent by the Claims Administrator to all
18 Class Members by first class mail within seven (7) calendar days of receipt of the Class
19 List, except that the Notice relating to Named Plaintiff shall be e-mailed to Class Counsel.

20 5.3 Prior to mailing the Notice, the Claims Administrator shall process the Class List against
21 the National Change of Address (“NCOA”) Database maintained by the United States
22 Postal Service (“USPS”). It shall be conclusively presumed that if the Notice is not
23 returned as “undeliverable,” the Class Member received the Notice. With respect to any
24 Notice that is returned as “undeliverable,” if a forwarding address is provided by the USPS,
25 the Claims Administrator shall re-mail the Notice within three (3) business days. If a
26 Notice is “undeliverable” and no forwarding address is provided, the Claims Administrator
27 shall employ a more substantive skip-tracing procedure in order to obtain updated address
28 information and shall re-mail the Notice to those Class Members for whom a new address

1 is located. All such re-mailing shall occur within five (5) calendar days of the
2 Administrator's receipt of the returned notice and no later than the last day of the Claims
3 Period. If the Notice is returned after skip-tracing and re-mailing occurs, there shall be no
4 further skip-tracing but the Class Member shall still be bound by the release set forth in
5 Subsection 7.1 and all other terms of this Settlement.

6 5.4 It will be conclusively presumed that if an envelope has not been returned within forty-
7 five (45) calendar days of the mailing that the Class Member received the Notice.

8 **6. OPT-OUT, OBJECTION, AND DISTRIBUTION PROCESS**

9 6.1 The Notice shall set a date of forty-five (45) calendar days from the original mailing date
10 as the deadline by which members of the Settlement Class may submit their Opt-Out Letter,
11 Objection to the Settlement, or Dispute related to the stated weeks worked during the Class
12 Period and/or LC 203 Subclass eligibility and/or PAGA Member eligibility. No opt-out
13 requests or objections will be honored if postmarked after the Claims Deadline. All written
14 Opt-Out Letters shall be sent to the Claims Administrator only. All written Objections
15 shall be sent to the Claims Administrator. If a claimant mistakenly sends a written Opt-
16 Out Letter or Objection to Class Counsel and/or to Defendant's Legal Counsel, the
17 respective party will forward the documents, including the mailing envelope evidencing
18 the postmark date, to the Claims Administrator as soon as possible.

19 6.2 Each Settlement Class Member shall automatically be entitled to their respective share of
20 the Settlement. The amount that each Settlement Class Member is eligible to receive under
21 this Settlement shall be determined in accordance with the formulas set forth in Subsections
22 4.2 and 4.7, where applicable.

23 6.3 Defendant will provide the Claims Administrator with sufficient funds via wire transfer to
24 pay the Class Settlement Amount within fifteen (15) calendar days of the Final Effective
25 Date. No later than five (5) business days after Defendant provides the Claims
26 Administrator with sufficient funds via wire transfer to pay the Class Settlement Amount,
27 the Claims Administrator shall disburse the Settlement Disbursement Payments, as
28 specified in this Agreement and approved by the Court.

6.4 Three (3) calendar days before the Settlement Disbursement Payment, Class Counsel shall deliver to the Claims Administrator written instructions signed by Class Counsel that describe the manner and mode of payment of such Attorneys' Fees and Costs (and, in the absence of such instructions, such attorneys' fees and costs shall be sent by U.S. Mail), and a fully-executed Form W-9 with respect to each entity to whom the Attorney's Fees and Costs shall be paid. The Claims Administrator will issue to Class Counsel an IRS Form 1099 for such amounts paid for attorneys' fees under this Settlement.

6.5 No person shall have any claim against Defendant, Defense Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments or reports made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

6.6 Without prejudice to any other remedies, the Settlement Administrator shall agree to be responsible for any breach of its obligations (whether committed by the Settlement Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any breach committed by the Settlement Administrator or its agents.

6.7 Opt-Out Letters.

6.7.1 A Class Member who wishes to opt-out from this Settlement, and from the release of claims pursuant to this Settlement, shall submit a signed, written "Opt-Out Letter" directly to the Claims Administrator. The Opt-Out Letter must include the Class Member's full legal name (or the name to which the Notice was sent, if different), home address, telephone number, and last four digits of their social security number (*for identity verification purposes*) and must state in substance:

"I have read the Notice and I wish to opt out of the Settlement reached in the Niz case against Southern Glazer's Wine and Spirits, LLC (Case No. CIV DS 2008028). I understand that by opting out of the Settlement I will not be bound by any judgment in the case and will not be entitled to receive any payment from the Settlement other than any payment under PAGA to which I may be entitled."

Opt-Out Letters must also include a statement that he/she understands that he/she

1 is still bound by the release of the PAGA claims upon final approval of the
2 Settlement and a signature under penalty of perjury of the Class Member requesting
3 exclusion. The Opt-Out Letter must be returned by mail to the Settlement
4 Administrator at the specified address. Any such Request must be made in
5 accordance with the terms set forth in the Notice. A Opt-Out Letter will be timely
6 only if postmarked by the Claims Deadline unless the Parties otherwise agree in
7 writing. A Opt-Out Letter may not be submitted on behalf of a group. Any Class
8 Member who timely requests exclusion in compliance with these requirements: (i)
9 will not have any rights under this Agreement (other than a right to receive a
10 payment under the PAGA, if they are a PAGA Member), including the right to
11 object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any
12 payments under this Agreement (other than a payment under the PAGA, if they are
13 a PAGA Member); and (iii) will not be bound by this Agreement, or the Judgment,
14 except as to the release of PAGA claims herein. The Parties to this Agreement and
15 their counsel agree that they will not solicit or encourage Class Members to opt-out
16 or to object to this Settlement Agreement. Upon request, the Claims Administrator
17 shall promptly send a copy/scan of any Opt-Out Letter (including a copy/scan of
18 the mailing envelope) to Class Counsel and Defense Counsel. For an Opt-Out
19 Letter to be accepted it must be timely and valid. To be timely it must be
20 postmarked by the Claims Deadline.

21 6.7.2 A Class Member who submits an Opt-Out Letter is not eligible to recover a share
22 of the Net Settlement Amount (other than a payment under the PAGA, if they are
23 a PAGA Member). Further, a Class Member who submits an Opt-Out Letter shall
24 have no standing to object to the Settlement, or to appear at the Final Approval
25 Hearing.

26 6.7.3 The Claims Administrator shall maintain a list of persons who have excluded
27 themselves and shall provide such list to Class Counsel and Defense Counsel
28 promptly, upon request. The Claims Administrator shall retain the originals of all

Opt-Out Letters (including the envelopes with the postmarks) received and shall make copies available to Class Counsel or Defendant's Counsel upon request.

6.7.4 All members of the Settlement Class who are not included in the exclusion list approved by the Court shall be bound by this Settlement, and all their claims shall be released as provided for herein, even if they never received actual notice of the Action or this proposed Settlement. Notwithstanding the submission of a timely Opt-Out Letter, Class Members will still be bound by the settlement and release of the PAGA claims or remedies under the Final Judgment, pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Opt-Out Letters do not apply to the PAGA claims.

6.7.5 Except for those Class Members who exclude themselves in compliance with the procedures set forth above, all Settlement Class Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

6.8 Objection to Settlement. A Settlement Class Member who has not opted-out of the Settlement who wishes to object to the Settlement must notify the Claims Administrator of their objection, in writing, on or before the Claims Deadline. The right to object to the proposed Settlement must be exercised individually by a Settlement Class Member or through their personal counsel, and not as a member of a group, subgroup, class, or subclass. The objection must state the Settlement Class Member's: (i) full legal name, home address, telephone number and last four digits of their social security number (*for identity verification purposes*); (ii) the words "Notice of Objection" or "Formal Objection"; (iii) in clear and concise terms, the legal and factual arguments supporting the objection; (iv) a list identifying any witness(es) the objector may call to testify at the Final Approval Hearing; and (v) true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing. If a Settlement Class Member files a timely and valid Objection and wishes to speak at the Final Approval Hearing, that individual's written submission must

1 include a request to be heard and the Court will determine whether the objecting Settlement
2 Class Member will be permitted to speak. Any Settlement Class Member who fails to
3 make an objection at the Final Approval Hearing shall be deemed to have waived their
4 right to object to the Settlement. Any Settlement Class Member whose objection is waived
5 or overruled will be deemed to be subject to the terms of this Settlement and the Court's
6 Order of Final Approval. Any Class Member who "opts-out" of the Settlement shall not
7 have standing to "object" to the Settlement, or to appear at the Final Approval Hearing.
8 The Settlement Administrator shall provide objections, if any, to Class Counsel and
9 Defense Counsel within three (3) days of receipt, and the Settlement Administrator shall
10 attach the same to its declaration of due diligence that will be filed with the Court prior to
11 the Final Approval Hearing. Any Class Member who files an objection remains eligible to
12 receive monetary compensation from the Settlement. Plaintiff and Defendant or their
13 attorneys shall not be responsible for any fees, costs, or expenses incurred by any Class
14 Member and/or his or her counsel related to any objections to the Settlement. Submitting
15 an objection does not preserve the right to appeal a final judgment. Rather, the right to
16 appeal is preserved by becoming a party of record by timely and properly intervening or
17 filing a motion to vacate the judgment under Code of Civil Procedure § 663. Any
18 Settlement Class Member who does not timely and properly become a party of record by
19 intervening or filing a motion to vacate the judgment waives any and all rights to appeal
20 from the Judgment, including all rights to any post-judgment proceeding and appellate
21 proceeding, such as a motion to vacate judgment, motion for new trial, a motion under
22 California Code of Civil Procedure section 473, and extraordinary writs. Counsel for the
23 Parties may file a response to any objections submitted by Objecting Class Members at
24 least three (3) court days before the date of the Final Approval Hearing.

25 6.9 All Class Members who do not timely request exclusion from the Settlement will
26 automatically receive payment under this Settlement as described above in Subsection 4.2,
27 which will be in the form of a Settlement Payment check and shall be bound by the release
28 set forth in Section 7 and all other pertinent terms of the Settlement.

1 6.10 Disputes Regarding Class Data. Class Members are deemed to participate in the
2 Settlement, unless they opt-out. The Notice will inform Class Members of his/her
3 estimated individual settlement amount, the number of Weeks Worked during the Class
4 Period, their LC 203 Subclass eligibility, and their PAGA Member eligibility. Class
5 Members may dispute their Weeks Worked if they feel they were employed more
6 workweeks in the Class Period as a Sales Merchandiser in California than Defendant's
7 records show by timely submitting evidence to the Settlement Administrator. Additionally,
8 Class Members may dispute their LC 203 Subclass Member eligibility and/or PAGA
9 Member eligibility by timely submitting evidence to the Settlement Administrator.
10 Defendant's records will be presumed determinative absent reliable evidence to rebut
11 Defendant's records, but the Settlement Administrator will evaluate the evidence submitted
12 by the Class Member and provide the evidence submitted to Class Counsel and Defense
13 Counsel, who agree to meet and confer in good faith about the evidence to determine the
14 Class Member's actual number of Weeks Worked and estimated individual settlement
15 amount. If Class Counsel and Defense Counsel are unable to agree, they agree to submit
16 the dispute to the Settlement Administrator to render a final decision. Class Members will
17 have until the Claims Deadline to dispute Weeks Worked, unless extended by the Court.
18 In the event that the Settlement Administrator increases the number of Weeks Worked for
19 any Settlement Class Member, then the Settlement Administrator will recalculate all
20 individual settlement amounts; accordingly, in no event will Defendant be required to
21 increase the Class Settlement Amount, nor shall the Parties be required to re-notice the
22 Class.

23 6.11 In the event that Final Approval of this Settlement Agreement is not granted by the Court,
24 neither the Settlement Agreement, nor any documents related to this Settlement or
25 negotiations leading to the Settlement may be used as evidence for any purpose, and
26 Defendant shall retain the right to challenge all claims and allegations in the Litigation,
27 including but not limited to challenging class certification for any purpose other than
28 settlement, and to assert all applicable defenses.

6.12 Should the Court decline to approve this Agreement in any material respect (except for approval of the award of Class Counsel's Attorneys' Fees and/or Costs, the Service Enhancement, and/or the amount allocated to PAGA), Defendant shall have no obligation to make any payment under this Agreement, and in the event that Defendant has made any such payment, such monies shall be returned promptly by the Claims Administrator to Defendant (minus Defendant's one-half share of any Administration Costs already reasonably incurred by the Claims Administrator; the other one-half share of any Administration Costs to be paid by Class Counsel).

7. **COMPREHENSIVE WAIVER AND RELEASE**

7.1 Subject to final approval by the Court of the Settlement and upon the Final Effective Date, Named Plaintiff and Settlement Class Members, will each be deemed to have, and by operation of the Order of Final Approval will have, expressly and irrevocably released, acquitted, and forever discharged Defendant, its members, shareholders, officers, directors, agents, current and former employees, partners, attorneys, insurers, ERISA plan administrators, subsidiaries, affiliates, and their respective predecessors, successors, and assigns (collectively referred to as the "Released Parties") from any and all claims, rights, demands, damages, debts, accounts, duties, costs (including attorneys' fees, other than those costs and fees required to be paid pursuant to this Settlement Agreement), liens, charges, complaints, causes of action, obligations, liabilities, penalties, interest, or causes of action arising between March 16, 2016 and the date of preliminary approval of the instant settlement, but in no event after April 30, 2024, and that were alleged in the LWDA Letter and operative FAC in the matter of *Tiffany Niz v. Southern Glazer's Wine and Spirits, LLC* (Case No. CIV DS 2008028), or that could have been alleged or otherwise raised based on the factual allegations pled in the operative pleading in the Lawsuit, including without limitation: (i) any and all claims involving any alleged failure to pay minimum, straight-time and/or overtime wages for work performed or at the lawful regular rate of pay; (ii) any and all claims involving any alleged failure to authorize and permit legally compliant rest breaks, or to pay premiums for non-compliant rest breaks, or to pay

1 such premiums at the regular rate of compensation; (iii) any alleged claims involving any
2 alleged failure to provide legally compliant meal periods, or to pay premiums for non-
3 compliant meal periods, or to pay such premiums at the regular rate of compensation; (iv)
4 any and all claims involving any alleged failure to pay all owed wages each and every pay
5 period; (v) any and all claims involving any alleged failure to timely pay wages, including
6 but not limited to any claim that Defendant violated California Labor Code §§ 201 or 202,
7 and any claim for waiting time penalties under California Labor Code § 203; (vi) any and
8 all claims involving any alleged failure to keep accurate records or to issue proper wage
9 statements to employees, including but not limited to any claim that Defendant's wage
10 statements do not comply with California Labor Code § 226; (vii) any and all claims for
11 failure to comply with the Unfair Competition Law (Business and Professions Code §
12 17200 *et seq.*) with regard to the aforementioned California Labor Code provisions; (viii)
13 any and all penalties pursuant to the Private Attorneys General Act ("PAGA"), California
14 Labor Code § 2699 *et seq.* arising out of any or all of the aforementioned claims, facts or
15 allegations; and (ix) as well as any claims that could have been pled which arise from the
16 same or similar facts concerning the named Plaintiff or the putative class, and claims for
17 interest, penalties (including but not limited to waiting time penalties), as well as any
18 claims under the California Labor Code, including violations of Labor Code sections 201,
19 201.3, 201.5, 201.6, 201.9, 202, 203, 204, 204.1, 204.2, 205.5, 206.5, 210, 218, 218.5,
20 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 227.3, 245, 245.8, 246, 248.5, 510, 512,
21 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1199, 2699, and
22 applicable California Industrial Welfare Commission ("IWC") Wage Orders, and
23 California Code of Regulations, Title 8, section 11000 *et seq.*; or which could have been
24 alleged under the same or similar facts, allegations and/or claims pleaded in the Lawsuit
25 (collectively, the "Released Claims"). This Release also covers all claims for interest,
26 attorneys' fees and costs related to the Class Action and all claims for failure to timely pay
27 final wages to all separated Settlement Class Members who are members of the LC 203
28 Subclass. The Releasing Settlement Class Members will be deemed to have specifically

1 acknowledged that this Release reflects a compromise of disputed claims.

2 7.1.1 With regard to the Released Claims, the Releasing Settlement Class Members also
3 waive and release all claims for attorneys' fees and costs incurred by Releasing
4 Settlement Class Members or by Class Counsel in connection with the Litigation
5 and the Settlement of the Litigation.

6 7.1.2 Each Releasing Settlement Class Member will be deemed to have made the
7 foregoing Release as if by manually signing it.

8 7.1.3 Named Plaintiff Tiffany Niz, on behalf of herself and the Releasing Settlement
9 Class Members, acknowledges and agrees that the claims as alleged in the
10 Operative Complaint and LWDA Letter are disputed, and that the payments set
11 forth herein constitute payment resolving all sums allegedly due. Named Plaintiff
12 Tiffany Niz, on behalf of herself and the Settlement Class, acknowledges and
13 agrees that California Labor Code Section 206.5 is not applicable to the Parties
14 hereto. Section 206.5 provides in pertinent part as follows:

15 ***An employer shall not require the execution of any release of any claim or right***
16 ***on account of wages due, or to become due, or made as an advance on wages to***
17 ***be earned, unless payment of those wages has been made.***

18 7.1.4 Plaintiff and Defendant intend that the Settlement described in this Agreement will
19 release and preclude any further claim, whether by lawsuit, administrative claim or
20 action, arbitration, demand, or other action of any kind, by each and all of the Class
21 Members to obtain a recovery based on, arising out of, and/or related to any and all
22 of the Released Claims. This paragraph does not apply to any Class Member who
23 timely and validly opts-out of the Settlement.

24 7.1.1.1. In addition to Named Plaintiff's release of the Released Claims, as a
25 material term of this Agreement, Named Plaintiff Tiffany Niz in her
26 individual capacity and with respect to her individual claims only, hereby
27 agrees to release the Released Parties from all claims, demands, rights,
28 liabilities and causes of action of any and every nature and description

1 whatsoever, known or unknown, suspected or unsuspected, asserted or
2 that might have been asserted, whether in tort, contract, or for violation of
3 any state or federal statute, rule or regulation arising out of, relating to, or
4 in connection with any act or omission by or on the part of any of the
5 Released Parties committed or omitted prior to the execution hereof,
6 including a waiver of California Civil Code § 1542.

7 7.1.1.2 This General Release includes any unknown claims that Named Plaintiff
8 Tiffany Niz does not know or suspect to exist in her favor at the time of
9 the General Release, which, if known by her, might have affected her
10 Settlement with, and release of, the Released Parties or might have
11 affected her decision not to object to this Settlement or the General
12 Release.

13 7.1.1.3 With respect to the General Release, Named Plaintiff Tiffany Niz
14 stipulates and agrees that, upon the execution of this Agreement, she shall
15 be deemed to have, and by operation of the Final Judgment shall have,
16 expressly waived and relinquished, to the fullest extent permitted by law,
17 the provisions, rights and benefits of Section 1542 of the California Civil
18 Code, or any other similar provision under state or federal law as to the
19 generally released claims. Named Plaintiff Tiffany Niz acknowledges,
20 understands and agrees that this Settlement is binding notwithstanding
21 any facts of which she may later become aware, any change in the law
22 that might have affected her decision to enter into this Settlement or any
23 discovery that the facts or the law relative to the matters released herein
24 are different from what were understood at the time of signing this
25 Settlement. Section 1542 provides as follows:

26 ///

27 ///

28 ///

1 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
2 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW**
3 **OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME**
4 **OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY**
5 **HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS**
6 **OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
7 **PARTY.**

8 7.1.1.3 Notwithstanding the provisions of Section 1542, and for the purpose of
9 implementing a full and complete release and discharge of all parties,
10 Named Plaintiff Tiffany Niz and Class Counsel expressly acknowledge
11 that this Settlement Agreement is intended to include in its effect, without
12 limitation, all claims that the Class Representative knew of, as well as all
13 claims that she does not know or suspect to exist in her favor against the
14 Released Parties, or any of them, for the time period from the beginning
15 of time to the execution of this Settlement Agreement, and that this
16 Settlement Agreement contemplates the extinguishment of any such Class
17 Representative's claims.

18 8. **DUTIES OF THE PARTIES PRIOR TO PRELIMINARY COURT APPROVAL**

19 8.1 Upon execution of this Agreement, Class Counsel shall apply to the Court for the entry of
20 an order granting Preliminary Approval of the Settlement substantially in the following
21 form:

22 8.1.1 Scheduling a Final Approval hearing on the question of whether the proposed
23 Settlement should be finally approved as fair, reasonable, and adequate as to the
24 proposed Settlement Class;

25 8.1.2 Approving as to form and content the proposed Class "Notice;"

26 8.1.3 Directing the mailing of the Notice by first class mail to the Class Members;

27 8.1.4 Preliminarily approving the Settlement; and

28 8.1.5 Approving Dychter Law Offices, APC and United Employees Law Group, PC as
 Class Counsel, approving Ms. Tiffany Niz as Settlement Class Representative, and
 approving Phoenix Settlement Administrators as the Claims Administrator.

8.2 Defendant and their counsel shall cooperate with Class Counsel as necessary to obtain Preliminary Approval and Final Approval of this Settlement, via noticed motions that comport with the notice requirements of Code of Civil Procedure section 1005.

8.3 In addition, concurrent with applying to the Court for the entry of an order granting Preliminary Approval of the Settlement, Class Counsel shall take all necessary steps to inform the LWDA of the Settlement Agreement in accordance with Labor Code section 2699(1)(2).

9. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

9.1 Following Preliminary Approval by the Court of the Settlement, Class Counsel will submit a proposed Final Judgment. The proposed Final Judgment shall:

9.1.1 Approve the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate and directing consummation of its terms and provisions;

9.1.2 Approve an award of attorneys' fees and reimbursement of costs to Class Counsel;

9.1.3 Approve any Service Enhancement to the Settlement Class Representative;

9.1.4 Certify the Settlement Class for settlement purposes only in accordance with Section 3 of this Agreement; and

9.1.5 Permanently bar the Settlement Class Representative and all Releasing Settlement Class Members from further prosecuting any of the Released Claims against Defendant. Named Plaintiff Tiffany Niz shall have been deemed to have executed a full and final release, pursuant to Civil Code Section 1542, and shall not be permitted to submit an opt-out or objection to the Settlement.

9.2 Defendant and their Counsel shall cooperate with Class Counsel as necessary to obtain Preliminary and Final Approval and the Court's final judgment, via noticed motions that comport with the notice requirements of Code of Civil Procedure section 1005.

9.3 Within fifteen (15) calendar days after either (1) Final Approval, if the Settlement is approved or (2) entry of order denying the Settlement, if the Court does not approve the Settlement, Plaintiff's Counsel will provide a copy of the Court's judgment or order to the LWDA, pursuant to Labor Code Section 2699(1)(3).

1 **10. MUTUAL FULL COOPERATION**

2 10.1 The Parties agree to cooperate fully with each other to accomplish the terms of this
3 Settlement, including but not limited to, execution of all necessary documents and to take
4 such other action as may reasonably be necessary to implement the terms of this Settlement.
5 The Parties shall use their best efforts, including all efforts contemplated by this Agreement
6 and any other efforts that may become necessary by order of the Court, or otherwise, to
7 effectuate the terms of this Settlement. As soon as practicable after execution of this
8 Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and their
9 counsel, take all necessary steps to secure the Court's Preliminary Approval, Final
10 Approval and Final Judgment via noticed motions that comport with the notice
11 requirements of Code of Civil Procedure section 1005.

12 10.2 If a Party cannot reasonably comply with an obligation under this Agreement by the
13 deadline set forth herein applicable to that obligation, that Party may apply to the Court for
14 a reasonable extension of time to fulfill that obligation. Consent to such a request for an
15 extension will not be unreasonably withheld by the other Party.

16 **11. STATEMENT OF NO ADMISSION**

17 11.1 Nothing contained in this Agreement shall be construed or deemed an admission of
18 liability, culpability, or wrongdoing on the part of Defendant and Defendant denies liability
19 therefor. Nor shall this Agreement constitute an admission by Defendant as to any
20 interpretation of laws or as to the merits, validity, or accuracy of any claims made against
21 it in the Litigation or the propriety of class certification for any purpose other than
22 settlement. Likewise, nothing in this Agreement shall be construed or deemed an
23 admission with regards to the validity of any of Defendant's denials, defenses or
24 affirmative defenses. Each of the Parties has entered into this Settlement with the intention
25 to avoid further disputes and litigation with the attendant inconvenience and expenses.

26 11.2 This Agreement, and all related documents, and all other actions taken in implementation
27 of the Settlement, including any statements, discussions, or communications, and any
28 materials prepared, exchanged, issued, or used during the course of the negotiations leading

to this Agreement are settlement documents and shall be inadmissible in evidence and shall not be used for any purpose in any judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, including any wage and hour or other litigation against Defendant, for any purpose, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement, and/or except as required by Court Order.

11.3 The Notice, Opt-Out Letters, and any other evidence produced or created by any Class Member in connection with the claims procedures pursuant to this Settlement, and any actions taken by Defendant in response to such Opt-Out Letters, the calculations by the Claims Administrator, or other evidence, do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

11.4 In the event that this Agreement is not approved by the Court, any appellate court, or otherwise fails to become effective and enforceable, or is terminated, Defendant will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Litigation.

12. VOIDING THE AGREEMENT

12.1 In the event that this Settlement is not approved, or if for any reason the Final Effective Date does not occur, the Settlement shall be deemed null, void and unenforceable and shall not be used nor shall it be admissible in any subsequent proceedings either in this Court or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including without limitation any wage and hour, or other litigation against Defendant. In any such event, all orders entered in connection with the Settlement, including the certification of the Settlement Class, shall be vacated without prejudice to any Party's position on the issue of class certification, or any other issue, in this Action or any other action, and the Parties shall be restored to their litigation positions existing on the date of execution of this Settlement; and all matters covered by this Settlement and the releases contained herein shall be null and void. In such event, nothing in this Settlement

1 or any draft thereof, or of the discussion, negotiation, documentation, or other part or aspect
2 of the Parties' settlement discussions leading to the execution of this Settlement shall have
3 any effect, nor shall any such matter be admissible in evidence for any purpose in the
4 Action or in any other proceeding or forum nor shall any such matter be used or construed
5 by or against any Party as a determination, admission, or concession of any issue of law or
6 fact in this or any other litigation or proceeding, and the Parties do not waive, and instead
7 expressly reserve, their respective rights with respect to the prosecution and defense of the
8 Action as if this Settlement never existed. Except for purposes of this settlement,
9 Defendant expressly reserves all rights to contest all class action allegations at any time
10 and in any proceeding or forum.

11 12.2 If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no
12 further obligations under the Settlement, including any obligation by Defendant to pay the
13 Class Settlement Amount, or any amounts that otherwise would have been owed under this
14 Settlement. However, if the Settlement is voided or fails for any reason, any costs incurred
15 by the Settlement Administrator shall be borne equally by Defendant and Class Counsel.

16 12.3 In the event that Defendant has already provided funds to the Settlement Administrator in
17 accordance with this Settlement Agreement, and (i) the Settlement is not approved, is
18 overturned, or is materially modified by the Court or on appeal, (ii) the Effective Date of
19 the Judgment does not occur, or (iii) this Settlement is terminated, cancelled, or fails to
20 become effective for any reason, then within five (5) business days after written notice is
21 provided by Defendant's counsel to the Settlement Administrator, all funds provided
22 pursuant to this Settlement, less any Settlement Administration Costs already incurred but
23 not yet paid, shall be returned to Defendant.

24 12.4 In the event that the Court does not approve the Attorneys' Fees and Costs in the amount
25 requested by Class Counsel, or in the event that the Attorneys' Fees and Costs requested
26 by Class Counsel are reduced, that finding shall not be a basis for rendering the entire
27 Agreement null, void, or unenforceable. Class Counsel retains their right to appeal any
28 decision by the Court regarding the Attorneys' Fees and Costs. In the event Class Counsel

1 does file an appeal in this regard, Defendant shall not be required to pay the Class
2 Settlement Amount until the Final Effective Date occurs, which includes the resolution of
3 any appeals by Class Counsel per Section 1.31 herein.

4 12.5 If five percent (5%) or more of the Class Members submit valid and timely Opt-Out Letters,
5 then Defendant, at its sole option, may withdraw from this Settlement by giving notice to
6 Class Counsel and the Claims Administrator within ten (10) calendar days from the date
7 that the TPA notified counsel for Defendant of the opt out threshold having been met to
8 exercise this option. If Defendant exercises such option, they will be solely responsible for
9 all Settlement Administration Costs incurred. Defendant shall not be responsible for
10 paying any of the Attorneys' Fees and Costs set forth in this Settlement, or any other fees
11 and/or costs incurred by Class Counsel to effectuate this Settlement. Other than the
12 obligation of Defendant to pay the entirety of Settlement Administration Costs,
13 Defendant's termination of this Settlement shall have the same effect as would non-
14 approval of the Settlement by the Court: the Parties shall revert to their previous positions,
15 with all parties to this Settlement to stand in the same position, without prejudice, as if this
16 Settlement had been neither entered into nor filed with the Court.

17 13. **PARTIES' AUTHORITY**

18 13.1 The respective signatories to this Agreement each represent that they are fully authorized
19 to enter into this Settlement and bind the respective Parties to its terms and conditions.

20 14. **NO PRIOR ASSIGNMENTS**

21 14.1 The Parties represent, covenant, and warrant that they have not directly or indirectly,
22 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
23 person or entity any portion of any liability, claim, demand, action, cause of action, or right
24 released and discharged in this Settlement.

25 15. **NOTICES**

26 15.1 Unless otherwise specifically provided herein, all notices, demands, or other
27 communications given hereunder shall be in writing and shall be deemed to have been duly
28 given as of: (i) the date given, if given by hand delivery; (ii) within two court days, if sent

by overnight delivery services such as Federal Express or similar courier; or (iii) on the fifth calendar day after mailing by United States registered or certified mail, return receipt requested. All notices given under this Agreement shall be addressed as follows:

15.1.1 **To the Class:**

Alexander I. Dychter, Esq.
Dychter Law Offices, APC
 180 Broadway, Suite 1835
 San Diego, California 92101
 Telephone: (619) 487-0777
 Facsimile: (619) 330-1827
 E-Mail: Alex@DychterLaw.com

Walter L. Haines, Esq.
United Employees Law Group, PC
 4276 Katella Ave., #301
 Los Alamitos, California 93664
 Telephone: (562) 256-1047
 Facsimile: (562) 256-1006
 E-Mail: admin@uelglaw.com

15.1.2 **To Defendant:**

Shiva Shirazi Davoudian, Esq.
Littler Mendelson P.C.
 2049 Century Park East, 5th Fl.
 Los Angeles, California 90067-3107
 Telephone: (310) 553-0308
 Facsimile: (800) 715-1330
 E-Mail: sdavoudian@littler.com

Theodora Lee, Esq.
Littler Mendelson P.C.
 255 Treat Blvd., Ste. 600
 Walnut Creek, California 94597
 Telephone: (925) 932-2468
 Facsimile: (925) 946-9809
 E-Mail: tlee@littler.com

16. **CONFIDENTIALITY**

16.1 Named Plaintiff and Class Counsel agree that, prior to the filing of the Motion for Preliminary Approval, they will keep the terms of this Settlement confidential except for purposes of communicating with Defendant, the Court, or a prospective Settlement Administrator. Except as set forth in Subsection 16.2, below, any confidentiality associated with the terms of this Settlement shall expire upon the filing by Class Counsel of the Motion for Preliminary Approval with the Court, except that the negotiations and discussions preceding submission of the Settlement to the Court for preliminary approval shall remain strictly confidential, unless otherwise agreed to by the Parties, necessary for providing a *Kular* analysis to the Court for purposes of Final Approval of this Settlement, or unless otherwise ordered by the Court.

16.2 Plaintiff and Class Counsel agree not to issue a press release, post on a website or any form of social media, or to advertise the terms of the settlement with Defendant. Plaintiff and Class Counsel further agree that if contacted by the press regarding this case, they will only state that the lawsuit exists and has been resolved, subject to necessary approvals.

17. **MISCELLANEOUS PROVISIONS**

17.1 Interim Stay of Proceedings. Pending completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings and deadlines in the Litigation except such as are necessary to effectuate the Settlement.

17.2 Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

17.3 Res Judicata. The Released Parties shall have the right to file this Settlement, the Final Approval Order and Judgment, and any other documents or evidence relating to the Settlement in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

17.4 Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendant agree to seek the help of the mediator to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendant.

17.5 Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or her or his counsel participated in the drafting of this Agreement.

17.6 Captions and Interpretations. Section titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision. Each term of this Agreement is contractual

1 and not merely a recital.

2 17.7 Modification. This Settlement may not be changed, altered, or modified, except in a
3 writing signed by the Parties, and approved by the Court. Notwithstanding the forgoing,
4 the Parties agree that any dates contained in this Agreement may be modified by
5 agreement of the Parties without Court approval if the Parties agree and cause exists for
6 such modification. This Settlement may not be discharged except by performance in
7 accordance with its terms or by a writing signed by the Parties.

8 17.8 Integration Clause. This Agreement and any other documents delivered pursuant hereto
9 contain the entire agreement between the Parties relating to the resolution of the Litigation,
10 and all prior or contemporaneous agreements, understandings, representations, and
11 statements, whether oral or written and whether by a Party or such Party's legal counsel,
12 are merged in this Agreement. No rights under this Settlement may be waived except in
13 writing and signed by the Party against whom such waiver is to be enforced.

14 17.9 Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of,
15 the Parties and their respective heirs, trustees, executors, administrators, successors, and
16 assigns.

17 17.10 Class Counsel and Settlement Class Representative Signatories. It is agreed that because
18 the Settlement Class Members are so numerous, it is impossible or impractical to have
19 each Settlement Class Member execute this Settlement. The Notice will provide all
20 Settlement Class Members with a summary of the Settlement and will advise all
21 Settlement Class Members of the binding nature of the release. The Notice shall have the
22 same force and effect as if this Settlement were executed by each Settlement Class
23 Member.

24 17.11 Counterparts and Electronic Signatures. This Agreement may be executed by facsimile
25 signature, *pdf* signature, or signature in compliance with the Uniform Electronic
26 Transaction Act, and in any number of counterparts, and when each party has signed and
27 delivered at least one such counterpart, each counterpart shall be deemed an original, and,
28 when taken together with other signed counterparts, shall constitute one and the same

1 Agreement, which shall be binding upon and effective as to all Parties.
2 17.12 Applicable Law. This Agreement shall be governed by California law without regard to
3 its choice of law or conflicts of law principles or provisions.
4 17.13 Enforcement of the Settlement Agreement. In the event that one or more of the Parties to
5 this Settlement Agreement institutes any legal action, arbitration, or other proceeding
6 against any other Party or Parties to enforce the provisions of this Settlement Agreement
7 or to declare rights and/or obligations under this Settlement Agreement, the successful
8 Party or Parties shall be entitled to recover from the unsuccessful Party or Parties
9 reasonable attorneys' fees and costs, including expert witness fees incurred in connection
10 with any enforcement actions, provided that the successful Party or Parties has complied
11 in good faith with Subsection 17.4.
12 17.14 Retention of Jurisdiction by the Court. Following approval of the Settlement and the
13 Court's entry of the Order of Final Approval, the Court shall retain jurisdiction for the
14 purpose of addressing any issues which may arise with respect to the administration of the
15 Settlement or the enforcement of the Settlement's terms pursuant to California Code of
16 Civil Procedure section 664.6.

17
18 **IT IS SO STIPULATED:**

Individually and on behalf of the Class

19
20 Dated: 02/28/24
21 _____


Tiffany Niz (Feb 28, 2024 10:59 PST)
Tiffany Niz

22
23 Dated: _____
24

**Defendant Southern Glazer's Wine and
Spirits, LLC**

25
26 By: _____
27 Alan Greenspan, Esq.
28 Executive Vice President, Chief Legal
and Compliance Officer

Agreement, which shall be binding upon and effective as to all Parties.

17.12 Applicable Law. This Agreement shall be governed by California law without regard to its choice of law or conflicts of law principles or provisions.

17.13 Enforcement of the Settlement Agreement. In the event that one or more of the Parties to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions, provided that the successful Party or Parties has complied in good faith with Subsection 17.4.

17.14 Retention of Jurisdiction by the Court. Following approval of the Settlement and the Court's entry of the Order of Final Approval, the Court shall retain jurisdiction for the purpose of addressing any issues which may arise with respect to the administration of the Settlement or the enforcement of the Settlement's terms pursuant to California Code of Civil Procedure section 664.6.

IT IS SO STIPULATED:

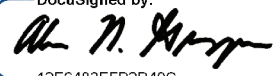
Individually and on behalf of the Class

Dated: _____

Tiffany Niz

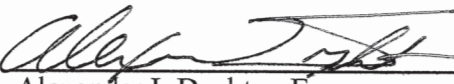
Dated: 2/29/2024 | 4:29 AM PST

Defendant Southern Glazer's Wine and Spirits, LLC

DocuSigned by:

By: _____
12E6483EFB2D49C...
Alan Greenspan, Esq.
Executive Vice President, Chief Legal
and Compliance Officer

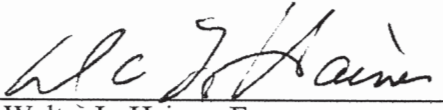
1 Dated: 2/27/2024

DYCHTER LAW OFFICES, APC

2
3 By: 
4 Alexander I. Dychter, Esq.
5 Counsel for Plaintiff Tiffany Niz and
6 the Class

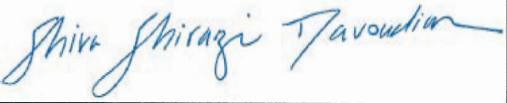
7
8 Dated: February 27, 2024

United Employees Law Group, PC

9
10 By: 
11 Walter L. Haines, Esq.
12 Counsel for Plaintiff Tiffany Niz and
13 the Class

14 Dated: March 1, 2024

LITTLER MENDELSON LLP

15 By: 
16 Shiva Shirazi Davoudian, Esq.
17 Theodora Lee, Esq.
18 Counsel for Defendant Southern
19 Glazer's Wine and Spirits, LLC

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