

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and General Release ("Agreement") is made and entered into by and between Arturo Maldonado ("Maldonado") and Maria Paz Delgado ("Delgado") (collectively "Plaintiffs") on the one hand, and Sunview Vineyards of California, Inc. ("Sunview") on the other (collectively the "Parties"):

WHEREAS,

A. Maldonado is employed by Sunview. Maldonado agreed to voluntarily resign his employment with Sunview effective upon his signing this Agreement.

C. Delgado was formerly employed by Sunview.

D. On August 10, 2020, Plaintiffs filed a Complaint in the Superior Court of California, County of Kern, captioned, *State of California ex rel. Arturo Maldonado and Maria Paz Delgado, as Private Attorney General v. Sunview Vineyards of California, Inc.*, Case No. BCV-20-101845, alleging a claim for civil penalties under the Private Attorneys General Act of 2004 ("PAGA") based on the following allegations: (1) failure to pay reporting time pay; and (2) failure to pay at least minimum wage for all hours worked during rest periods (the "Lawsuit").

E. Sunview has denied, and continues to deny, the allegations raised by Plaintiffs in the Complaint.

F. The Parties now desire to resolve fully and finally any and all claims and disputes by Plaintiffs against Sunview, including, but not limited to, the claims raised in the Lawsuit and any claims related in any way to Plaintiffs' employment with Sunview.

G. Plaintiffs are represented by Lex Opus and Workworld Law Corp. in connection with their claims against Sunview. Plaintiffs represent that they are satisfied that their counsel has used their best efforts to pursue and resolve Plaintiffs' claims in a manner that is fair and in their best interests.

H. Plaintiffs and Sunview desire to settle and resolve fully and finally all claims that Plaintiffs may have against the Releasees (as defined in Paragraph 3 below), including, but in no way limited to, the claims alleged in the Lawsuit. This includes settlement and resolution of Plaintiffs' individual PAGA claims. However, this settlement is not intended to, and shall not, have any impact on the PAGA claims of any other employees. Plaintiffs and Sunview each view this settlement as advantageous. Plaintiffs and Sunview each face risks in litigation of the disputes between them. The parties wish to avoid lengthy, costly, and time-consuming litigation and wish to obtain full, final, and complete settlement of all claims that Plaintiffs may have against the Releasees.

I. Plaintiffs represent that they have discussed all aspects of their claims and this Agreement with their counsel, have been fully advised by their counsel as to their rights,

Initials: A.M. M.P. D.

understand that they are waiving significant legal rights by signing this Agreement, and enter into this Agreement voluntarily, with a full understanding of the Agreement and all of its terms.

J. Plaintiffs and Sunview acknowledge that the execution of this Agreement is the result of compromise and arms-length adversarial negotiations between the Parties, that this Agreement is entered into in good faith by the Parties, and that this Agreement shall never be considered at any time or for any purpose as an admission of any liability by Sunview.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **Non-Admission of Liability.** This Agreement is not intended by the Parties to be, and shall not in any way be construed as, an admission by Sunview that it or any of its owners, officers, directors, shareholders, employees, parents, subsidiaries, affiliates, or agents, has acted wrongfully with respect to Plaintiffs or any other person, or that Plaintiffs have any rights whatsoever against Sunview. Sunview specifically disclaims that it, or any of its owners, officers, directors, shareholders, employees, parents, subsidiaries, affiliates, or agents has any liability to, or has engaged in any wrongful acts against, Plaintiffs or any other person.

2. **Consideration.** In exchange for Plaintiffs' execution of and adherence to the terms of this Agreement, including the releases and waivers set forth herein, Sunview will pay the total gross sum of [REDACTED] ("Settlement Payment"). The gross amount of [REDACTED] shall be allocated as follows:

3.1 A check in the amount of [REDACTED] payable to "Workworld Law Corp. Client Trust Account" representing the compromise resolution of all claims alleged by Plaintiffs. Sunview will issue applicable IRS Form(s) 1099 with respect to this payment.

Delivery of the settlement check is expressly conditioned upon: (a) Sunview first receiving from Plaintiffs' counsel, (1) this Agreement executed and dated by Plaintiffs and approved as to form and content by Plaintiffs' counsel; (2) an executed Request for Dismissal of the Lawsuit; (3) signed and dated IRS W-9 forms from Plaintiffs; (4) a signed and dated IRS W-9 form from counsel for Plaintiffs; and (b) the Court, (1) entering an order granting the Parties' Joint Stipulation For Court Approval of Settlement of Action Filed Pursuant to PAGA, and (2) dismissing the Lawsuit as to all claims. Plaintiffs agree to authorize their attorney to execute a Request for Dismissal in the Kern County Superior Court and provide said executed Request for Dismissal to attorneys for Sunview. Provided the above conditions are met, Sunview will deliver the Settlement Payment to Respondents' counsel within ten (10) days after the Effective Date (defined below).

Plaintiffs and their counsel acknowledge and agree that Sunview has made no representations to either of them regarding the tax consequences of any amounts they will receive pursuant to this Agreement. Plaintiffs expressly acknowledge and warrant that they are, and shall be, responsible for all federal, state, and local tax liabilities that may result from the payments described in this Section and they warrant that Sunview shall bear no responsibility for

any such tax liabilities. Plaintiffs further agree and acknowledge that, solely with respect to the amount of the settlement checks to them for which no withholdings or deductions will be made, they shall indemnify and hold harmless Sunview for any possible federal, state, or local tax liabilities resulting from the failure to withhold and deduct from such payments and that they shall reimburse any taxes, interest and/or penalties assessed against Sunview for any such tax liabilities caused by the failure to withhold and deduct from such payment.

3. Release. Plaintiffs hereby release and forever discharge Sunview and all of its owners, parents, divisions, subsidiaries, affiliates, related entities, and their predecessors, successors, and past and present officers, directors, shareholders, employees, agents, partners, attorneys, benefit plans, insurers, and representatives (hereinafter "Releasees"), from any and all claims, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by California Civil Code Section 1542, as quoted in Section 5, below, that accrued or accrue through the date on which Plaintiffs sign this Agreement, including but not limited to any claims for alleged: failure to pay all wages and other compensation, failure to pay minimum wages, failure to pay overtime and double time, failure to pay for all hours worked, failure to timely pay final or other wages, failure to provide meal periods and/or rest breaks, failure to pay premium pay for missed meal periods and/or rest breaks, failure to reimburse and/or indemnify for expenses, failure to pay split shift premiums, failure to pay reporting time pay, unauthorized or unlawful deductions from wages, and/or failure to keep and furnish accurate itemized wage statements, wages, overtime pay, minimum wages, premium pay, penalties, and/or liquidated damages under the FLSA, California's Industrial Welfare Commission Wage Orders, and/or claims under the California Labor Code, including claims for individual penalties on behalf of Plaintiffs only under the Private Attorneys General Act, 2698 *et seq.*, claims under any and all city and county living wage ordinances, any waiting time penalties that could have been sought, other penalties, tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, constructive discharge claims, negligent hiring claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering or relating to employment, including but not limited to the California Government Code, including the Fair Employment and Housing Act and the California Family Rights Act, the California Business & Professions Code, the California Civil Code, Title VII of the Civil Rights Act of 1964, the Worker Adjustment and Retraining Notification Act, and the Family and Medical Leave Act of 1993, and all claims covering or relating to alleged discrimination in employment including race, color, religious creed, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, harassment, or retaliation, punitive damages claims, claims for interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief.

4.1 As part of the general release of all claims, Plaintiffs are expressly releasing and waiving any and all claims brought and/or raised by them under the PAGA and are settling their individual PAGA claims. As a condition of this Agreement, Plaintiffs represent and agree that they will not prosecute, proceed with, or initiate any action against

Releasees under or based upon the PAGA and further agree that they are not “aggrieved employees” within the meaning of the PAGA and lack standing to pursue any PAGA claims against any Releasees. This Agreement does not release or waive or represent any type of judgment as to potential claims for penalties under the PAGA on behalf of employees of Sunview *other than* Plaintiffs.

4.2 The release of claims does not apply to any claim that, as a matter of law, cannot be released by a private or court-approved agreement including, but not limited to, any claims for workers’ compensation.

4. Court Approval of Settlement and Dismissal of Action. The Parties agree to submit to the Court a Joint Stipulation For Court Approval of Settlement of Action Filed Pursuant to PAGA and Proposed Order for approval of the settlement as to: (a) Plaintiffs’ dismissal with prejudice of their individual claims, (b) Plaintiffs’ dismissal of their individual PAGA claims with prejudice as to themselves; and (3) Plaintiffs’ dismissal of the PAGA representative claim without prejudice as to any other employees of Defendant. The Parties will cooperate in submitting any documents required by the Court to obtain approval of the settlement as required by California law, including a supporting declaration from Plaintiffs’ counsel. If the Court declines to dismiss the entire Action in the manner sought by the Parties, the Agreement shall be null and void. The date that the Court signs the Order Granting the Parties’ Joint Stipulation for Court Approval of Settlement of Action Filed Pursuant to PAGA shall be known as the “Effective Date.” The Parties agree that the Court’s entry of the Order of dismissal is a material condition of the settlement and a condition precedent to payment of the settlement money by Defendant.

5. Waiver of Unknown Claims. It is further understood and agreed by the Parties that as a condition of this Agreement, Plaintiffs hereby expressly waive and relinquish any and all claims, rights, or benefits that they may have under California Civil Code Section 1542, which provides as follows:

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.

In connection with such waiver and relinquishment, Plaintiffs hereby acknowledge that they or their attorneys may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but that they expressly agree to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on their behalf against Releasees at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs’ employment with Sunview, the cessation of that employment, or the subsequent Lawsuit arising out of that employment. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to each Party and that this Agreement would not have been entered into were it not for this representation and commitment.

6. **Confidentiality.** Plaintiffs and their counsel represent that they have not, and agree that they will not hereafter without compulsion of legal process, disclose to others, either directly, indirectly or by implication, the facts giving rise to the claim in the Lawsuit, the fact or terms of this settlement, the amounts referred to in this Agreement (either by specific dollar amount, by number of "figures," or otherwise), or the fact of the payment of said amounts, except that Plaintiffs may disclose such information as is necessary to his or her spouse, and Plaintiffs and their counsel may disclose such information as is necessary to their attorneys, accountants, or other professional advisors to effect the purposes for which they have consulted such attorneys, accountants, or professional advisors, or where disclosure is required by law. Any person or entity to which Plaintiffs and their counsel are permitted to and in fact disclose the fact or terms or amounts referred to in this Agreement, other than where a disclosure is required by law, must agree to be bound by the terms of this confidentiality provision. In the event agreement to be bound by the terms of this confidentiality provision is not obtained, the disclosure may not be made without breach of this Agreement. In the event that any person or entity to whom Plaintiffs and their counsel discloses the fact or terms or amounts referred to in this Agreement breaches their confidentiality obligation, the effect of such disclosure shall be as if the disclosing party had breached their obligations hereunder. If Plaintiffs and their counsel are asked a question about the status of the dispute, they shall be authorized to state "the dispute has been resolved" or "no comment" and no more, without violating the provisions of this paragraph. In the event that Plaintiffs believe they are legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, they shall so notify Sunview in writing immediately, and in no event less than ten (10) days prior to the date for disclosure. If it is not possible to do so at least ten (10) days in advance, Plaintiffs will notify Eric Meckley at Morgan, Lewis & Bockius LLP, counsel for Sunview, at 1-415-442-1013 within twenty-four (24) hours of receiving notice that Releasor(s) is so obligated. If Sunview takes any action to challenge such disclosure, Plaintiffs shall defer making such disclosure until Sunview's challenge is finally resolved, unless ordered by a Court to give the information notwithstanding Sunview's challenge. Plaintiffs and their counsel acknowledge and agree that it would be extremely difficult to ascertain the actual damages resulting from a breach of this covenant of non-disclosure. Accordingly, Plaintiffs agree that they shall be liable to Sunview for liquidated damages in the sum of [REDACTED] for each breach of this provision.

Nothing in this Agreement waives a party's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or sexual harassment when the party has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

7. **No Publicity.** Plaintiffs' counsel agree not to provide, publish, or disseminate any information about Plaintiffs' allegations in the Lawsuit or this Agreement or the Parties' settlement to or via, (1) press releases, postings on websites maintained by Plaintiffs' counsel or other third parties, or social media comments or postings or publications, (2) Plaintiffs' attorneys' message boards, the California Employment Lawyers Association, or the Consumer Attorneys of California; (3) the media or press, including but not limited to Employment Law 360, the Daily Journal, and Jury Verdicts Weekly (including in response to any inquiries or requests for comment from the press/media).

8. **Acknowledgement of Payment of Wages Concededly Due.** Plaintiffs acknowledge that they previously have been paid any and all wages that were concededly due and owing by Sunview, that no other amounts are concededly due to Plaintiffs, and that they are not "aggrieved employees" within the meaning of the PAGA. Plaintiffs acknowledge that the settlement money they are receiving pursuant to this Agreement is, in part, to resolve and settle a good faith and *bona fide* dispute between the Parties as to whether any additional wages are due to them. Plaintiffs acknowledge that Section 206.5 of the California Labor Code is neither implicated nor violated by this Agreement. Plaintiffs agree that by signing this Agreement, they are waiving and releasing any and all claims they might have against Sunview, including their claims to any and all disputed wages and associated penalties.

9. **Files, Documents, and Other Property.** Plaintiffs agree that they returned to Sunview all Sunview property, and any and all other information or property previously or currently held or used by Plaintiffs that is or was related to Plaintiffs' employment with Sunview. Plaintiffs agree that in the event that Plaintiffs discover any other Sunview property, files or documents in their possession, Plaintiffs will immediately return to Sunview such materials.

10. **Non-Disparagement.** Plaintiffs agree that they shall not make, publish, post or otherwise disseminate any negative or disparaging statements or comments about Sunview's business, employment policies and practices, employees (past and present), operations, products, or services, either as fact or opinion.

11. **No Other Claims.** Plaintiffs represent that they have no other pending complaints, charges, lawsuits or claims for benefits against Sunview, or its present, former or future directors, officers, shareholders, agents, employees, representatives, consultants, attorneys, successors, and assigns, with any governmental agency or any court. Plaintiffs represent that if any agency or court assumes jurisdiction of any complaint, charge, or lawsuit against any of these persons or certifies a class seeking relief on their behalf for any claims released by this Agreement, Plaintiffs will request such agency or court to withdraw from the matter or will opt out of any certified class action and/or will not join any collective action, and, in any case agree not to take any personal legal or equitable relief from any such complaint, charge, or lawsuit. However, nothing in this Agreement shall be construed to limit Plaintiffs from filing a lawsuit for the sole purpose of enforcing his or her rights under this Agreement or from complying with a subpoena or court order in another action.

12. **Reports to Government Entities.** Nothing in this Agreement, including the, Release, Confidentiality, and Non-Disparagement provisions restricts or prohibits Plaintiffs from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, Plaintiffs are waiving their right to receive any individual monetary relief from Sunview or any other Releasee resulting from such claims or conduct,

regardless of whether Plaintiffs or another party has filed them, and in the event Plaintiffs obtain such monetary relief Sunview and Releasees will be entitled to an offset for the payments made pursuant to this Agreement. This Agreement does not limit Plaintiffs' right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. Plaintiffs do not need the prior authorization of Sunview to engage in conduct protected by this paragraph, and Plaintiffs do not need to notify Sunview that Plaintiffs have engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

13. Right to Revoke.

Plaintiffs understand and agree that they:

- (a) Have a full twenty-one (21) days after receipt of this Agreement within which to review and consider the Agreement;
- (b) Are advised to consult with an attorney which they may freely choose prior to executing this Agreement;
- (c) Have carefully read and fully understand the provisions of this Agreement;
- (d) Are, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims they have or may come to have against the Releasees;
- (e) Are knowingly and voluntarily agreeing to all the terms set forth in this Agreement;
- (f) Have seven (7) days after the execution of this Agreement within which they may revoke this Agreement. In order to revoke this Agreement, Releasor(s) must deliver to Daniel Gallegos of Sunview Human Resources a letter stating that they (or one of them) is revoking this Agreement no later than seven (7) days after he or she executes it;
- (g) That, because of this revocation period, this Agreement shall not become effective or enforceable until the eighth (8th) day following the date Plaintiffs execute this Agreement;
- (h) Are not waiving any rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.) that may arise after the date this Agreement is executed; and

- (i) Are, by reason of this Agreement and the release of claims herein, receiving from Sunview good and sufficient consideration in addition to anything of value to which they are already entitled.

14. **Ownership of Claims.** The Parties represent and warrant that they are the sole and lawful owner of all rights, title and interest in and to all released matters, claims and demands referred to herein. The Parties further represent and warrant that there has been no assignment or other transfer of any interest in any such matters, claims or demands that the Parties may have against one another.

15. **California Law Applies.** This Agreement, in all respects, shall be interpreted, enforced, and governed by and under the laws of the State of California.

16. **Enforcement.** The Parties agree that this settlement is enforceable pursuant to California Code of Civil Procedure section 664.6, and hereby request that the Court retain jurisdiction over the Parties to enforce the settlement until performance in full of the terms of the settlement.

17. **Successors and Assigns.** It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties' representatives, heirs, executors, administrators, successors, and assigns.

18. **Drafting.** The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each party to this Agreement participated equally in the preparation and drafting of this Agreement.

19. **Attorneys' Fees.** If any party to this Agreement asserts a claim for breach of this Agreement or seeks to enforce its terms, the prevailing party in any such proceeding shall be entitled to recover costs and reasonable attorneys' fees.

20. **Execution of Additional Documents.** The Parties agree to execute such other, further, and different documents as reasonably may be required to effectuate this Agreement.

21. **Consultation with Counsel.** The Parties and each of them acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement, and that they have in fact done so. Plaintiffs acknowledge that they have been specifically advised by counsel of the consequences of the Release they have signed.

22. **Headings.** The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

23. **Integration.** This Agreement cancels, supersedes and replaces any and all prior agreements (written, oral or implied-in-fact or in-law) between Plaintiffs and Sunview regarding the subjects covered by this Agreement. This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties regarding all of the subjects covered by this Agreement. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein. The Parties further understand and

agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

24. Severability. If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

25. Counterparts. This Agreement may be executed in separate counterparts and each such counterpart shall be deemed an original with the same effect as if all Parties had signed the same document. A facsimile signature, PDF signature, or signature scanned and sent by electronic mail shall have the same force and effect as an original signature.

26. Voluntary Agreement. Plaintiffs understand and agree that they may be waiving significant legal rights by signing this Agreement, and represent that they have entered into this Agreement voluntarily, after consulting with their attorneys, with a full understanding of and in agreement with all of its terms.

27. Authority to Enter Into Agreement. Each party represents and warrants that, as of the date of the execution of this Agreement, she, he or it has the right and authority to execute this Agreement, and she, he or it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each party further represents and warrants that she, he or it has had the opportunity to consult and has consulted legal counsel in connection with the negotiation and execution of this Agreement. Each of the Parties and her, his or its signatory represents that the signatory is either a party or a business representative or assignee of, and is fully authorized to execute this Agreement on behalf of, the party for whom he or she signs.

28. Arbitration. The parties agree to arbitrate, in Kern County, any and all disputes or claims arising out of or related to the validity, enforceability, interpretation, performance or breach of this Agreement, whether sounding in tort, contract, statutory violation or otherwise, or involving the construction or application of any of the terms, provisions, or conditions of this Agreement. The parties agree that the Federal Arbitration Act ("FAA") applies to this Agreement. Any arbitration may be initiated by a written demand to the other party. The arbitrator's decision shall be final, binding, and conclusive. The parties further agree that this Agreement is intended to be strictly construed to provide for arbitration as the sole and exclusive means for resolution of all disputes hereunder to the fullest extent permitted by law. THE PARTIES EXPRESSLY WAIVE ANY ENTITLEMENT TO HAVE SUCH CONTROVERSIES DECIDED BY A COURT OR A JURY.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release on the dates indicated below.

PLEASE READ THIS SETTLEMENT AGREEMENT CAREFULLY. IT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

ARTURO MALDONADO:

Dated: 25-JUN-21

Arturo Mdo
Arturo Maldonado

MARIA PAZ DELGADO:

Dated: 25 JUN-21

Maria Paz Delgado
Mario Paz Delgado

FOR SUNVIEW VINEYARDS OF CALIFORNIA, INC.:

Dated: June 30, 2021

Daniel M. Gallaga

Its: Director of Human Resources