

PAGA SETTLEMENT AGREEMENT

Subject to approval by the Court, Plaintiff Filiberto Eudave (“Plaintiff”) on behalf of the other alleged aggrieved employees (the “Aggrieved Employees” as described below), and as a private attorney general on behalf of the State of California on the one hand, and Defendant Treasury Wine Estates Americas Company (“Defendant”) on the other hand, (collectively, the “Parties”) hereby agree to the following settlement (“Settlement” or “Settlement Agreement”) of the Plaintiff’s Private Attorneys General Act (“PAGA”) claims and his individual claims in the lawsuit entitled State of California ex rel. Filiberto Eudave v. Treasury Wine Estates Americas Company, Santa Barbara County Superior Court Case No. 20CV03219 (“Action”).

PERSONS COVERED BY THE SETTLEMENT

1. Aggrieved Employees: This Settlement covers all current and former non-exempt vineyard employees employed by Defendant at any time from April 6, 2019, through the date of the Court’s order approving this Settlement (“Aggrieved Employees”), including Plaintiff. Defendant in good faith estimates there were approximately 123 Aggrieved Employees from the start of the relevant time period through June 27, 2022 (the date upon which data for the mediation in this Action was pulled).
2. Settlement Period: The Settlement covers the period from April 6, 2019, to and including the Effective Date (“Settlement Period”).
3. Effective Date: The “Effective Date” shall be the date on which the judgment entered by the Court, upon approval of the Settlement, is no longer subject to appeal and thus becomes final, and more specifically: (a) the date of final affirmance of an appeal of the judgment; (b) the date of final dismissal with prejudice of the last pending appeal from the judgment; or (c) if no appeal is filed, the expiration date of the time for the filing of or noticing of any form of valid appeal from the judgment (i.e., sixty (60) calendar days after the entry of judgment, pursuant to California Rule of Court 8.104 and California Code of Civil Procedure section 904.1). At no time will Defendant have any obligation to fund the Settlement or comply with Section 16 herein (titled, “Non-Monetary Consideration”), in whole or in part, until after the occurrence of this Effective Date.

SETTLEMENT CONSIDERATION

4. Maximum Settlement Amount: Subject to the terms and conditions of this Agreement, Defendant will pay the gross maximum amount of \$233,333.33 ("Maximum Settlement Amount") to settle the claims in the Action and any other claims released pursuant to this Agreement. In no event shall Defendant be responsible for paying more than the Maximum Settlement Amount. The Maximum Settlement Amount includes Attorneys' Fees, Litigation Costs, Plaintiff's Individual Payment, Settlement Administrator Costs, and payment for the "Released Claims" and "Plaintiff Released Claims" as defined below (including payment to the California Labor & Workforce Development Agency ("LWDA") and payments to Aggrieved Employees).

5. Attorneys' Fees: In full satisfaction of all claims Plaintiff, Aggrieved Employees, and Lex Opus and Workworld Law Corp. ("Plaintiff's Counsel") may have for attorneys' fees arising out of the Action, Plaintiff's Counsel shall request and be paid from the Maximum Settlement Amount a maximum amount of one third of the Maximum Settlement Amount ("Attorneys' Fees"), subject to Court approval. To the extent the Court approves attorneys' fees of less than this amount, there shall be no right to rescind the Settlement and, instead, the amount of the difference shall be added to the PAGA Penalties Fund. Defendant agrees not to oppose a fee request by Plaintiff's counsel in the foregoing amount. Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendant, the Settlement Administrator shall pay Plaintiff's Counsel the amount described in this paragraph.

6. Litigation Costs: In full satisfaction of all claims Plaintiff, Aggrieved Employees, or Plaintiff's Counsel may have for litigation costs arising out of the Action, Plaintiff's Counsel shall request and be paid from the Maximum Settlement Amount a maximum amount of Fifteen Thousand Dollars (\$15,000) in litigation costs ("Litigation Costs"), subject to Court approval. To the extent the Court approves litigation costs of less than \$15,000, there shall be no right to rescind the Settlement and, instead, the amount of the difference shall be added to the PAGA Penalties Fund. Defendant agrees not to oppose a litigation costs request by Plaintiff's counsel in the foregoing amount. Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from

Defendant, the Settlement Administrator shall pay Plaintiff's counsel the amount described in this paragraph. Plaintiff's Counsel assumes full responsibility and liability for any taxes owed on the Attorneys' Fees and Litigation Costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding the payment of Attorneys' Fees or Litigation Costs.

7. Plaintiff's Individual Payment: In exchange for a general release, and in recognition of Plaintiff's effort and work in prosecuting the Action on behalf of Aggrieved Employees and the State of California, the Parties agree that, subject to Court approval, Plaintiff will receive a payment of Fifteen Thousand Dollars (\$15,000) ("Plaintiff's Individual Payment"). Plaintiff's Individual Payment will be paid from the Maximum Settlement Amount. The Plaintiff's Individual Payment will be treated as 100% miscellaneous income for which a 1099 will be issued. To the extent the Court approves Plaintiff's Individual Payment for less than \$15,000, there shall be no right to rescind the Settlement and, instead, the amount of the difference shall be added to the PAGA Penalties Fund. Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendant, the Settlement Administrator shall pay Plaintiff the amount described in this paragraph.

8. PAGA Penalties Fund: The Parties agree that Defendant, through the Settlement Administrator, will pay the LWDA and Aggrieved Employees in full satisfaction of all claims for PAGA civil penalties under the California Labor Code in an amount equal to the remainder of the Maximum Settlement Amount following deduction of any Court-approved Attorneys' Fees, Litigation Costs, Plaintiff's Individual Payment, and Settlement Administration Costs ("PAGA Penalties Fund"). Pursuant to PAGA, 75% of the PAGA Penalties Fund will be paid to the LWDA, and the remaining 25% will be paid to all Aggrieved Employees in proportion to the number of pay periods employed in non-exempt vineyard positions during the Settlement Period.

9. Settlement Administrator: Simpluris shall be the third-party settlement administrator for the purposes of administering this Settlement.

10. Settlement Administration Costs: Settlement Administration Costs will be paid to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement; calculating estimated amounts per aggrieved

employee; tax reporting; distributing all payments; providing necessary reports; drafting any declarations; and other duties and responsibilities as requested by the Parties. The Settlement Administration Costs will be paid from the Maximum Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum necessary to administer the Settlement, which is anticipated to be no greater than Ten Thousand Dollars (\$10,000). To the extent actual Settlement Administration Costs are greater than \$10,000, such excess amount will be deducted from the PAGA Penalties Fund. Within twenty-one (21) calendar days of receipt of the deposit of the Maximum Settlement Amount by the Settlement Administrator from Defendant, the Settlement Administrator shall pay itself the amount described in this paragraph.

11. Court Approval of the Settlement and Distribution of Settlement Payments: No sooner than twenty (20) calendar days but no later than forty-five (45) calendar days of the Parties executing this Settlement Agreement, Plaintiff will file a stipulation or motion requesting that the Court issue an order approving and incorporating by reference the terms and conditions of the Settlement Agreement, and entering judgment. Before filing the stipulation or motion, Plaintiff shall send a draft to Defendant's counsel for review and comment. Defendant's counsel shall have ten (10) calendar days to provide feedback, if any. Plaintiff and Defendant will jointly prepare the proposed Approval Order and Judgment to be entered by the Court to enforce this Agreement and dismissing this case with prejudice. The proposed Approval Order and Judgment will be submitted concurrently with the documents asking the Court to approve the settlement. Plaintiff shall promptly submit this Settlement Agreement to the LWDA at the same time the stipulation or motion for settlement approval is filed.

12. Funding of the Settlement: Within thirty (30) calendar days after the Effective Date of the Settlement, Defendant will pay the Maximum Settlement Amount to the Settlement Administrator.

13. Settlement Payments to Aggrieved Employees: No later than thirty (30) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee; the last known address for each Aggrieved Employee; each Aggrieved Employee's social security number; and the periods of time during the Settlement Period

during which each was employed in a non-exempt vineyard position for Defendant in California. No later than twenty-one (21) days after receipt of the Maximum Settlement Amount from Defendant, the Settlement Administrator will issue each Aggrieved Employee a check for the employee's share of the PAGA Penalties Fund along with an explanatory letter in the form attached hereto as **Exhibit A**. The Settlement Administrator will disburse each employee's share of the PAGA Penalties Fund without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. Before mailing any checks, the Settlement Administrator shall update the recipient's mailing address using the National Change of Address Database. Checks will remain negotiable for one hundred twenty (120) calendar days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than one hundred twenty (120) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division; none of the Maximum Settlement Amount will revert to Defendant. In the event that an Aggrieved Employees' check is undeliverable, uncashed, or otherwise distributed to the State Controller's Office, Unclaimed Property Division, the terms of the final judgment and the Release of Claims will nevertheless be binding upon that Aggrieved Employee and the State of California with respect to that Aggrieved Employee. All payments made to Aggrieved Employees shall, if required by applicable state and/or federal law, be reported on a federal form 1099 that shall be provided to the individual Aggrieved Employees. Aggrieved Employees are responsible for correctly characterizing this compensation for tax purposes and paying any taxes owing on said amounts.

14. Release of Claims for Aggrieved Employees and the State of California: Upon issuance of the Court's approval order and judgment, Plaintiff, all Aggrieved Employees, and the State of California shall fully release and forever discharge any and all claims against the Released Parties arising during the Settlement Period for civil penalties under PAGA that were asserted or could reasonably have

been asserted based on the facts alleged or that could have been alleged in the Action and/or the PAGA letter submitted by Plaintiff to the LWDA (“Released Claims”). “Released Parties” shall mean Defendant, its past and present parents, subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, partners, and/or any other entity or individual that could be liable for the acts or omissions of Defendant in relation to the Released Claims. Upon issuance of the Court’s approval order and judgment, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendant and the Released Parties any and all of the Released Claims.

15. Plaintiff Released Claims: Upon issuance of the Court’s approval order and judgment, Plaintiff, on Plaintiff’s own behalf and on behalf of Plaintiff’s spouse, heirs, executors, administrators, and assigns, shall fully and finally release the Released Parties from any and all claims, losses, debts, charges, damages, demands, obligations, causes of action, lawsuits, liabilities, breaches of duty, misfeasance, malfeasance, promises, controversies, contracts, judgments, awards, penalties, costs, and expenses of every nature and description whatsoever, known or unknown (“Plaintiff Released Claims”). This release includes but is not limited to any claims under federal, state, and/or local law, statute, ordinance, regulation, common law, or other source of law, including, but not limited to, claims arising from or related to employment with Defendant or the Released Parties and compensation while an employee of Defendant or the Released Parties. The Plaintiff Released Claims also include, but are not limited to, the Released Claims and all claims asserted in, arising from, or related to the Action. The Plaintiff Released Claims further include, but are not limited to, all claims for unpaid wages, premiums, and penalties including, but not limited to, claims for failure to pay minimum wages, straight time compensation, overtime, and interest; the calculation of the regular rate of pay; wages related to time rounding and timekeeping; unpaid meal period and rest period premiums; meal period waivers; failure to reimburse for all necessary business expenditures or losses; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements; deductions; failure to pay wages and final wages in a timely manner; failure to keep accurate records; failure to provide employment records; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties,

minimum-wage penalties, waiting-time penalties, statutory and civil penalties; and attorneys' fees and costs. The Plaintiff Released Claims also include but are not limited to all claims arising under the Labor Code; the Wage Orders of the California Industrial Welfare Commission; the PAGA; Business and Professions Code §§ 17200, *et seq.*; the Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; Code of Civil Procedure § 1021.5; the common law of contract; the FLSA, 29 U.S.C. §§ 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* The Plaintiff Released Claims also include but are not limited to all claims for emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, and the California Fair Employment and Housing Act; privacy claims of any type; and the law of contract and tort. This release excludes the release of claims that cannot be waived or released as a matter of law.

The Plaintiff Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that Plaintiff now knows or believes to be true with respect to the subject matter of the Plaintiff Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Notwithstanding the foregoing provisions, the general release by Plaintiff does not constitute a waiver of any claims that cannot by law be waived. Plaintiff agrees that he will not file any new claims or initiate any further action against the Released Parties relating in any way to the subjects of the Agreement or the release set forth herein, except in the event action is necessary to enforce the terms of the Agreement.

16. Non-Monetary Consideration: Within one (1) year after the Effective Date, Defendant will provide written confirmation to Plaintiff's Counsel that:

- i. Defendant has done water quality testing on its wells located on its California vineyards;
- ii. Defendant has clarified in its written Heat Illness Prevention Program that its California vineyard employees may take heat-recovery periods whenever they are needed by employees; and
- iii. Defendant has taken action to provide additional training to all of its California vineyard employees regarding their ability to take heat-recovery periods.

Following this confirmation, no discovery will be permitted regarding compliance with this section of the Settlement Agreement.

17. No Credit Toward Benefit Plans: Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

18. Tax Liability: Neither the Parties nor their attorneys make any representations as to the tax treatment of the payments called for hereunder, and Aggrieved Employees shall not rely on any statement or representation by the Parties or their attorneys in this regard. Aggrieved Employees are advised that Aggrieved Employees will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant and the Released Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Plaintiff understands and agrees that if any action is asserted against Defendant, Defendant's agents, the Released Parties, Plaintiff, or Plaintiff's agents, by any taxing authority or government agency with respect to the payments to Plaintiff under this Agreement, Plaintiff shall be liable for any taxes owed. Plaintiff further agrees that he will hold Defendant and Defendant's agents and the Released Parties free and harmless and indemnify them from and against any demands or

lawsuits for payment of income taxes, payroll taxes, interest, or penalties relating to the monies paid to Plaintiff or for his benefit pursuant to this Agreement.

19. Use and Return of Aggrieved Employee Data: Information provided to Plaintiff's Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the documents and data provided to Plaintiff's Counsel by Defendant's counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing protective order, contractual agreement, statute, or rule of court.

20. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

21. Nullification of Settlement Agreement: In the event that the Court does not approve the Settlement as provided herein or the Settlement does not become final for any other reason, then (i) this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions and (ii) Defendant reserves all available defenses to the claims in the Action, including but not limited to any manageability defense.

22. Continued Jurisdiction: After entry of the Court's approval order and judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-Court approval matters as may be appropriate under court rules or as set forth in this Settlement.

23. Preclusive Effect of Settlement Agreement and Approval: The terms of this Agreement, the approval order, and the judgment are binding on Plaintiff, the State of California, and all Aggrieved Employees, as well as their heirs, executors, and administrators, successors and assigns, and any other persons or entities acting on their behalf, and those terms shall have res judicata, collateral estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute

Released Claims or Plaintiff Release Claims as set forth in the Agreement. Notwithstanding any other provision in this Agreement, this Agreement, the approval order, and the judgment in the Action may be filed in any action against or by Defendant or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

24. Entire Agreement: This Settlement Agreement constitutes the entirety of the Parties' settlement terms with regard to the settlement of Plaintiff's PAGA and individual claims. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

25. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest.

26. Authorization to Enter Into Settlement Agreement: The Parties warrant and represent that they expressly authorized their legal counsel to negotiate this Settlement Agreement. The Parties will direct their counsel to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties through their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

27. Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

28. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

29. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page,

will be deemed to be one and the same instrument. To facilitate execution and delivery of this Settlement Agreement, the parties may execute and exchange by facsimile or electronic image (*i.e.*, as a “.pdf” file) counterparts of the signature pages and/or sign electronically through DocuSign or other mutually agreeable electronic signature technology.

30. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm’s-length negotiations. The Parties further acknowledge they are represented by competent counsel and they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

31. Invalidity of Any Provision: Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable. With the exception of the releases in Sections 14 and 15 herein (titled “Release of Claims for Aggrieved Employees and the State of California” and “Plaintiff Released Claims,” respectively), both of which are material provisions, any provisions deemed invalid shall be severable from the rest of the Settlement Agreement.

32. Headings: The headings and section numbers in this Settlement Agreement are inserted for the reader’s convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

33. Waiver: No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

34. Enforcement Action: In the event that one of the Parties institutes a legal action or other proceeding against the other Party to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party will be entitled to recover from the unsuccessful Party reasonable attorneys’ fees and costs, including expert witness fees incurred in connection with any enforcement actions.

35. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

36. Representation By Counsel: The Parties acknowledge they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

37. Attorneys' Fees and Costs: Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorney's fees and costs.

38. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

39. Confidentiality: Plaintiff and his counsel agree that they have not and will not publish the results of the Settlement in any forum. In response to any inquiries, Plaintiff will state that “the case was resolved and it was resolved confidentially.” Plaintiff's Counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Aggrieved Employees or the Settlement on their website, and shall not contact any reporters or media regarding the Settlement. Plaintiff's Counsel is authorized to make a limited disclosure to the Court and the LWDA for the purpose of obtaining the approval of the Settlement. This disclosure is limited to court filings and neither Plaintiff nor Plaintiff's Counsel or representatives are permitted to disseminate or publish, distribute, or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court.

40. No Admission of Liability: This Settlement represents a compromise and settlement of highly disputed claims. The Parties expressly recognize that the making of this agreement does not in any

way constitute an admission or concession of wrongdoing on the part of Defendant or Released Parties. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued, or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as evidence 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. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

PLAINTIFF FILIBERTO EUDAVE

Dated: 12-9-2022

Filiberto Eudave

DEFENDANT TREASURY WINE ESTATES
AMERICAS COMPANY

Dated: _____

By: _____

Jane Froyd, its Authorized Representative

way constitute an admission or concession of wrongdoing on the part of Defendant or Released Parties. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued, or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as evidence 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. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

PLAINTIFF FILIBERTO EUDAVE

Dated: _____

DEFENDANT TREASURY WINE ESTATES
AMERICAS COMPANY

Dated: 12/16/2022

By: _____



Jane Froyd, its Authorized Representative

APPROVED AS TO FORM AND CONTENT:

WORKWORLD LAW CORP.

Dated: 12/9/2022 _____

By:  _____
Ruben Escobedo
Attorney for Plaintiff
FILIBERTO EUDAVE

DAVIS WRIGHT TREMAINE LLP

Dated: _____

By: _____
Jeffrey S. Bosley
Attorney for Defendant
TREASURY WINE ESTATES AMERICAS
COMPANY

APPROVED AS TO FORM AND CONTENT:

WORKWORLD LAW CORP.

Dated: _____

By: _____

Ruben Escobedo
Attorney for Plaintiff
FILIBERTO EUDAVE

DAVIS WRIGHT TREMAINE LLP

Dated: 12/16/2022 _____

By: _____

Jeffrey S. Bosley
Attorney for Defendant
TREASURY WINE ESTATES AMERICAS
COMPANY

Exhibit A

<<DATE>>

TO BE TRANSLATED INTO SPANISH BY THE ADMINISTRATOR

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: Payment From *State of California ex rel. Filiberto Eudave v. Treasury Wine Estates Americas Company, et al.*

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *State of California ex rel. Filiberto Eudave v. Treasury Wine Estates Americas Company, et al.*, Santa Barbara County Superior Court, Case No. 20CV03219 (the “Action”). The Action was filed against Treasury Wine Estates Americas Company (“TWE”) under the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”). The claim was brought by a former employee of TWE on behalf of the State of California and all persons who worked for TWE as non-exempt vineyard employees in the State of California at any point from April 6, 2019, to [the Approval Date] (“Aggrieved Employees”). You have been identified as an Aggrieved Employee on whose behalf the case was brought.

The plaintiff in this lawsuit claimed that TWE owed penalties under PAGA for alleged violations of the California Labor Code, including but not limited to the alleged failure to timely pay minimum wages and overtime wages; provide rest, recovery, and meal periods; provide accurate wage statements; timely pay all wages due; keep accurate records; produce employment records; and comply with certain health and safety obligations, among other claims. TWE strongly denies all allegations, maintains that its policies and practices are and were lawful, and that all employees are and were provided with all wages and working conditions in conformance with applicable law at all times. This Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of TWE.

The Court has not ruled on the merits of the lawsuit, but it has approved a gross settlement of \$233,333.33. By law, 75% of the net settlement amount (the amount left over after certain costs and fees are deducted) goes to the State of California. The remainder (i.e., 25%) goes to the Aggrieved Employees. Enclosed is a check for your share of the settlement, which is based on the number of pay periods you worked as a non-exempt vineyard employee for TWE in California since April 6, 2019.

You are not a party to this lawsuit, but you and the State are bound by the judgment and the release of claims. The claims released by this Settlement are more fully described in paragraphs [INSERT] of the Settlement Agreement, which is available at [Settlement Administrator’s website].

If you have further questions about this settlement, please contact the lawyer for Mr. Eudave, Ruben Escobedo, 6907 El Camino Real, Suite A, Atascadero, CA 93422, (805) 335-2476.

Sincerely,

[NAME AND TITLE OF SIGNATORY]