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Jocoya Fox-Jones, and Patricia Augello,
and the general public*

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Attorney for Defendants
WINEBOOKINGS.COM, LLC, dba
AUTHENTIC VACATIONS, and TOUR
PARTNER GROUP LIMITED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SONOMA

HEATHER BAGGETT, individually,
and on behalf of the general public,

Plaintiff,

vs.

WINEBOOKINGS.COM, LLC, dba
AUTHENTIC VACATIONS, TOUR
PARTNER GROUP LIMITED, and
DOES 1 through 10 inclusive,

Defendants.

CASE NO.: SCV-267920

**JOINT STIPULATION FOR COURT
APPROVAL OF SETTLEMENT OF CIVIL
ACTION FILED PURSUANT TO PAGA,
AND RETENTION OF JURISDICTION TO
CARRY OUT THE SETTLEMENT**

Complaint Filed: Feb. 26, 2021
FAC Filed: Apr. 26, 2021
SAC Filed: Jul. 28, 2021
TAC Filed: Jan. 24, 2022

Plaintiffs Heather Baggett ("Baggett"), Jocoya Fox-Jones ("Fox-Jones"), and Patricia Augello ("Augello") (collectively the "Plaintiffs") and Defendants Winebookings.com, LLC, dba Authentic Vacations, and Tour Partner Group Limited ("Defendants") (collectively the "Parties") by and through their respective counsel of record, hereby enter into the following stipulation for Court approval of (1) the settlement of Plaintiffs' action filed pursuant to the

1 California Private Attorneys General Act (“PAGA”), and (2) the retention of jurisdiction over
2 Plaintiffs’ individual settlements pursuant to California Code of Civil Procedure section 664.6,
3 as follows:

4 WHEREAS, on December 22, 2020, Baggett notified the California Labor and Workforce
5 Development Agency (“LWDA”) and Winebookings.com, LLC and Tour Partner Group of her
6 allegations that she and other aggrieved employees were misclassified as exempt employees and
7 Defendants had violated the California Labor Code by failing to reimburse for business expenses,
8 failing to pay overtime, failing to permit meal and rest breaks, failing to pay meal and rest break
9 premiums, failing to provide accurate and itemized wage statements, and failing to timely pay all
10 wages due upon termination (the “LWDA Notice”);

11 WHEREAS, on February 26, 2021, Baggett filed a complaint against Winebookings.com,
12 LLC and Tour Partner Group in the Superior Court of California, County of Sonoma, captioned,
13 *Heather Baggett v. Winbookings.com, LLC, dba Authentic Vacations, et al.*, Case No. SCV-
14 267920 (the “Lawsuit”), alleging individual wage and hour claims, and seeking civil penalties
15 pursuant to California Labor Code § 2698, the Private Attorneys General Act (“PAGA”) for
16 alleged violations of the California Labor Code;

17 WHEREAS, on April 26, 2021, the Lawsuit was amended to add Allegra Lynch and Mark
18 Lynch as defendants, which individual defendants were later dismissed without prejudice in the
19 latter half of 2022;

20 WHEREAS, on July 28, 2021, Plaintiffs filed the Second Amended Complaint adding
21 two Jocoya Fox-Jones and Patricia Augello as plaintiffs;

22 WHEREAS, on October 21, 2021, the Parties participated in a mediation with a neutral
23 third-party mediator, Kathryn Dickson, but did not arrive at a settlement at that time;

24 WHEREAS, on January 24, 2022, the Court granted Plaintiffs’ leave to file the Third
25 Amended Complaint, to add specific damages amounts to the pleadings;

26 WHEREAS, on September 30, 2022, the Parties entered into settlement agreements;
27
28

1 WHEREAS, because Baggett filed the civil action pursuant to PAGA, the Parties are
2 submitting their settlement agreements to the Court for its review and approval in an abundance
3 of caution;

4 WHEREAS, Defendants' financial condition has been significantly impacted by the
5 COVID-19 pandemic due to restrictions on travel. Defendants' financial condition has not
6 recovered and remains dire.

7 WHEREAS, the PAGA, and specifically Labor Code section 2699(1)(2), requires that the
8 Court review and approve of any settlement of any civil action filed pursuant to PAGA;

9 WHEREAS, because Plaintiffs filed their civil action pursuant to the PAGA, the Parties
10 are submitting their settlement to the Court for its review and approval;

11 WHEREAS, the Parties stipulate and agree that this action should be dismissed in its
12 entirety and with prejudice as to Plaintiffs' individual claims; with prejudice as to Plaintiffs'
13 PAGA claims; and without prejudice as to the PAGA claims of any other current or former
14 allegedly aggrieved person(s);

15 WHEREAS, the Parties' settlement agreements provide, *inter alia*, that:

- 16 • Plaintiffs will dismiss this entire action in exchange for settlement payments;
- 17 • **No** PAGA penalties are being paid to the California Labor and Workforce
18 Development Agency ("LWDA") as part of the Parties' settlement of this action;
- 19 • Plaintiffs' releases of their individual PAGA claims against Defendants apply only
20 to named-Plaintiffs, and do not apply to other employees of Defendants and do
21 not bar other current or former employees from prosecuting a PAGA
22 representative action against Defendants; and
- 23 • The Parties' settlement agreements do not impact or diminish in any way
24 Plaintiffs' ability to receive any civil penalties that may be awarded and/or paid to
25 them as a result of any PAGA representative action against Defendants prosecuted
26 by any other employee(s);

27 WHEREAS, attached hereto as **Exhibits A – C** are the Parties' settlement agreements
28 resolving this action;

1 WHEREAS, this stipulation including the Parties' settlement agreements is being
2 submitted at the same time to the LWDA;

3 WHEREAS, the Parties believe this individual settlement is fair, reasonable, and non-
4 collusive given the settlement payment amounts to Plaintiffs to settle their individual claims, the
5 settlement was reached through arm's length negotiations after a mediation before a neutral third-
6 party mediator, Kathryn Dickson, and the settlement will not affect any other pending or future
7 claims that may be brought against Defendants by an allegedly aggrieved employee other than
8 Plaintiffs under PAGA;

9 WHEREAS, the Parties' settlement agreements in this case expressly condition settlement
10 on the Court's issuance and entry of an Order retaining jurisdiction over this case, even after
11 dismissal is filed, to enforce the terms of the settlement agreements under Code of Civil Procedure
12 section 664.6;

13 WHEREAS, if, for any reason, this Joint Stipulation and/or the terms of the settlement
14 agreements are not approved by the Court, this Joint Stipulation shall have no force and effect
15 and will not be admissible in any proceeding for any purpose or with respect to any issue,
16 substantive or procedural.

17 THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and through the
18 Parties' respective counsel, that this Court should enter an order:

19 (1) approving the settlement of Plaintiffs' PAGA action; and

20 (2) retaining jurisdiction over the Parties to enforce the terms of Plaintiffs' settlement
21 agreements.

22 **IT IS SO STIPULATED.**

23
24 Dated: September 30, 2022

Respectfully submitted,

25 TERP LAW

26 By:



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Rachel M. Terp, Esq.
*Attorney for Plaintiff Heather Baggett,
Jocoya Fox-Jones, and Patricia Augello,
and the general public*

Dated: October 4 , 2022

Perry, Johnson, Anderson, Miller & Moskowitz LLP

By:



Kelsey L. O'Rourke, Esq.
Attorney for Defendants
WINEBOOKINGS.COM, LLC, dba
AUTHENTIC VACATIONS, and TOUR
PARTNER GROUP LIMITED

Exhibit A to Stipulation

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into by and between Plaintiff **Heather Baggett** (“Plaintiff” or “Baggett”) and Defendants Winebookings.com, LLC, dba Authentic Vacations, Tour Partner Group Limited, (“Defendants”) (collectively the “Parties”):

WHEREAS, Heather Baggett was formerly employed by Defendants;

WHEREAS, on December 22, 2020, Baggett notified the California Labor and Workforce Development Agency (“LWDA”) and Winebookings.com, LLC and Tour Partner Group of her allegations that she and other aggrieved employees were misclassified as exempt employees and Defendants had violated the California Labor Code by failing to reimburse for business expenses, failing to pay overtime, failing to permit meal and rest breaks, failing to pay meal and rest break premiums, failing to provide accurate and itemized wage statements, and failing to timely pay all wages due upon termination (the “LWDA Notice”);

WHEREAS, on February 26, 2021, Baggett filed a complaint against Winebookings.com, LLC and Tour Partner Group in the Superior Court of California, County of Sonoma (the “Trial Court”), captioned, *Heather Baggett v. Winebookings.com, LLC, dba Authentic Vacations, et al.*, Case No. SCV-267920 (the “Lawsuit”), alleging individual wage and hour claims, and seeking civil penalties pursuant to California Labor Code section 2698, the Private Attorneys General Act (“PAGA”) for alleged violations of the California Labor Code;

WHEREAS, on July 28, 2021, the Second Amended Complaint was filed adding Jocoya Fox-Jones (“Fox-Jones”) and Patricia Augello (“Augello”) as Plaintiffs (Baggett, Fox-Jones and Augello are hereinafter referred to collectively as “Plaintiffs”);

WHEREAS, on October 21, 2021, the Parties participated in a mediation with a neutral third-party mediator, Kathryn Dickson, but did not arrive at a settlement at that time;

WHEREAS, on January 24, 2022, the Court granted Plaintiffs’ leave to file the Third Amended Complaint, to add specific damages amounts to the pleadings;

WHEREAS, Defendants have not yet appeared in this action, but agrees to do so as part of this Agreement;

WHEREAS, Defendants deny all allegations asserted by Plaintiffs in the Lawsuit and deny that Defendants violated any law or legal or equitable obligations to Plaintiffs;

WHEREAS, in exchange for Plaintiff’s agreement to execute and abide by the terms of this Agreement, Defendants have agreed to make the payments set forth herein;

WHEREAS, the Parties have agreed to enter into this Agreement resolving all disputes and controversies between Plaintiff, on the one hand, and Defendants, on the other hand, and precluding Plaintiff from commencing any legal action or proceeding against Defendants as more particularly set forth below.

NOW, THEREFORE, in consideration of the covenants and promises set forth below and with the intention to be legally bound thereby, Plaintiff, on her own behalf and on behalf of her heirs, executors, administrators, attorneys, successors, and assigns, and Defendants voluntarily agree as follows:

1. Consideration. In exchange for Plaintiff's execution of and adherence to the terms of this Agreement, and in exchange for the promises, covenants and waivers set forth herein, Defendants will pay Plaintiff the total combined sum of One-Hundred Thirty-Three Thousand, Three-Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33) ("Settlement Payment") as follows.

(a) The first payment totaling Sixty-Six Thousand, Six-Hundred, Sixty-Six Dollars and Sixty-Three Cents (\$66,666.63) is due thirty (30) days after the Effective Date (defined below) divided as follows:

(i) A payment in the gross amount of Ten-Thousand Dollars and Zero Cents (\$10,000.00), less applicable employee payroll taxes and withholdings, will be wired to "Heather Baggett," representing payment for alleged unpaid and lost wages;

(ii) A payment in the amount of Forty-Thousand Dollars and Zero Cents (\$40,000.00), will be wired to "Heather Baggett" with no taxes or withholdings, made payable to Plaintiff for alleged penalties, statutory interest, and emotional distress; and

(iii) The amount of Sixteen-Thousand, Six-Hundred and Sixty-Six Dollars and Sixty-Three Cents (\$16,666.63), with no taxes or withholdings, will be wired to Terp Law, representing consideration for Plaintiff's attorney's fees and costs incurred in the Lawsuit.

(b) The second through eleventh payments are due in succession, on November 4, 2022, December 2, 2022, December 30, 2022, February 10, 2023, March 10, 2023, April 7, 2023, May 5, 2023, June 2, 2023, July 14, 2023, August 11, 2023, for a total of Sixty-Six Thousand, Six-Hundred and Sixty-Six Dollars and Seventy Cents (\$66,666.70), divided as follows.

(i) Ten equal payments in the amount of One-Thousand Dollars and Zero Cents (\$1,000.00), less applicable employee payroll taxes and withholdings, will be wired to Heather Baggett, representing payment for alleged unpaid and lost wages;

(ii) Ten equal payments in the amount of Four-Thousand Dollars and Zero Cents (\$4,000.00), will be wired to Heather Baggett with no taxes or withholdings, made payable to Plaintiff for alleged penalties, statutory interest, and emotional distress; and

(iii) Ten equal payments in the amount of One-Thousand, Six-Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$1,666.67), with no taxes or withholdings, will be wired to Terp Law, representing consideration for Plaintiff's attorneys' fees and costs incurred in the Lawsuit.

Defendants will pay the employer's share of payroll taxes on the portion of the Settlement Payment for which an IRS Form W-2 shall be issued.

Defendants shall issue to Plaintiff appropriate IRS Form W-2s in the years 2022 and 2023 for the amounts representing payment for alleged unpaid and lost wages, to the address listed on Plaintiff's W-9 form, or any updated address provided to Defendants' counsel.

Defendants shall issue to Plaintiff appropriate IRS Form 1099s in the years 2022 and 2023 in amounts representing payment for alleged penalties, statutory interest, and emotional distress, to the address listed on Plaintiff's W-9 form, or any updated address provided to Defendants' counsel.

Defendants shall issue to Plaintiff and Terp Law appropriate IRS Form 1099s in the years 2022 and 2023 in amounts representing payment for Plaintiff's attorney's fees and costs incurred in the Lawsuit, to the addresses listed on Plaintiff's and Terp Law's W-9 forms, or any updated address provided to Defendants' counsel.

Delivery of the settlement payments is expressly conditioned upon: (a) Defendants receiving from Plaintiff's counsel, (1) this Agreement executed and dated by Plaintiff and approved as to form and content by Plaintiff's counsel; (2) a signed and dated IRS W-9 form from Plaintiff; (4) a signed and dated IRS W-9 form from counsel for Plaintiff's counsel; and (3) the signed and dated Joint Stipulation for Court Approval of Settlement of Civil Action Filed Pursuant to PAGA and Retention of Jurisdiction to Carry Out the Settlement (pursuant to California Code of Civil Procedure section 664.6); and (b) the Court first, (1) entering an order granting the Parties' Joint Stipulation For Court Approval of Settlement of Civil Action Filed Pursuant to PAGA and Retention of Jurisdiction to Carry Out the Settlement and dismissing the Lawsuit as to all claims. Plaintiff agrees to authorize her attorney to execute the above-specified documents and to provide said executed documents to attorneys for Defendants for filing in the Sonoma County Superior Court. Provided the above conditions are met, Defendants will deliver the initial Settlement Payment to Plaintiff's counsel no later than thirty (30) days after the Effective Date (defined below).

2. Joint and Several Liability. Each Defendant is joint and severally liable with each other Defendant to perform all payment and other obligations under this Settlement Agreement.

3. Tax Matters. Plaintiff represents she has not relied on any advice from Defendants or Defendants' counsel regarding tax obligations, if any, arising from the consideration agreed to in this Agreement, whether pursuant to federal, state, or local income tax statutes or regulations or otherwise. Plaintiff acknowledges that neither Defendants nor Defendants' counsel has made any representations concerning the taxability of the agreement or consideration referenced above. Plaintiff further acknowledges that she has been advised to seek and has sought independent advice regarding any tax obligations that might result from the consideration under this Agreement, if any. Plaintiff is solely responsible for reporting the amounts received pursuant to this Agreement to any applicable federal state or local agency as required by law.

4. Stipulated Judgment to be Held in Escrow.

- A. Defendants will sign a stipulated judgment for \$400,000.00 ("Judgment"), in the form attached hereto, which Judgment shall be held in escrow by Rachel M. Terp, Esq. of Terp Law.

- B. Defendants and Plaintiff acknowledge this Judgment is equal to a fair value for Plaintiffs alleged claims. Although Defendants deny liability to Plaintiffs, Defendants and Plaintiff stipulate and agree that the Judgment is not a penalty but is a fair value for the liability that Defendants might incur if Plaintiffs were successful on all causes of action set forth in the underlying Complaint on summary judgment or at trial.
- C. Plaintiff is authorized to file the Judgment with the Court for entry if Defendants fail to timely deliver any portion of the Settlement Payment as set forth in Paragraph 1, against Defendants for the full \$400,000.00, less the portions of the Settlement Payment actually delivered by Defendants and received by Plaintiff. Concurrently herewith, Defendants shall execute in favor of Plaintiff the Stipulated Judgment attached hereto as **Exhibit 1**, which Plaintiff shall hold pending Defendants' performance of the Agreement. Upon Defendants' failure to timely deliver any of the Settlement Payments, Plaintiff shall be authorized to file the Stipulated Judgment via *ex parte* notice or noticed motion.

5. Denial of Liability; Costs and Fees. This Agreement is not intended by the Parties to be, and shall not in any way be construed as, an admission by any Defendant that it or any of its owners, officers, directors, shareholders, employees, parents, subsidiaries, affiliates, or agents, has acted wrongfully with respect to Plaintiff or any other person, or that Plaintiff has any rights whatsoever against Defendants. Defendants specifically disclaim that they, 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, Plaintiff or any other person. Each party shall bear its own costs and attorneys' fees related to the Action and this Agreement, except as expressly indicated herein.

6. Confidentiality. Except as provided for below, Plaintiff and Plaintiff's 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 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 Plaintiff may disclose such information as is necessary to her spouse, and Plaintiff and her 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 Plaintiff and her 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 first agree to be bound by the terms of this confidentiality provision. In the event the 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 Plaintiff and her 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 Plaintiff and/or her 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 Plaintiff believes her is legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, she shall so notify Defense counsel in writing promptly.

Nothing in this Agreement, including the Confidentiality, Non-disparagement, or Release clauses, restricts or prohibits Plaintiff 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 (“EEOC”), the Department of Labor (“DOL”), the National Labor Relations Board (“NLRB”), the Department of Justice (“DOJ”), the Securities and Exchange Commission (“SEC”), 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, Plaintiff is waiving her right to receive any individual monetary relief resulting from such claims, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Defendants will be entitled to an offset for any payments made pursuant to this Agreement, except where such limitations are prohibited as a matter of law (e.g., under the Sarbanes-Oxley Act of 2002, 18 U.S.C.A. §§ 1514A). Plaintiff does not need the prior authorization of Defendants to engage in such communications with the Regulators, respond to such inquiries from the Regulators, provide confidential information or documents to the Regulators, or make any such reports or disclosures to the Regulators. Plaintiff is not required to notify Defendants that she has engaged in such communications with the Regulators.

7. Non-disparagement. The Parties agree not to disclose to the public or any person, any false or misleading information, any information that reflects negatively upon or otherwise disparages another Party to this Agreement or which may harm the reputation of another Party including, but not limited to, any statements that disparage any product, service, capability, or any other aspect of the business of the Defendants or the Parties, including via social media.

8. Breach of Confidentiality and/or Non-Disparagement Provisions. Plaintiff and Plaintiff’s counsel attorney acknowledge and agree that it would be extremely difficult to ascertain the actual damages resulting from a breach of the confidentiality provision and/or from a breach of the non-disparagement provision. Accordingly, Plaintiff agrees that Plaintiff shall be liable to Defendants for liquidated damages in the amount of Thirteen-Thousand, Three-Hundred and Thirty-Three Dollars, and Thirty-Three Cents (\$13,333.33) for each breach of the confidentiality provision and in the amount of Thirteen-Thousand, Three-Hundred and Thirty-Three Dollars, and Thirty-Three Cents (\$13,333.33) for each breach of the non-disparagement provision.

9. Mutual Release of Claims. Plaintiff hereby irrevocably and unconditionally waives and releases and forever discharges Defendants 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 (“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, that accrued or accrue through the date on which Plaintiff signs this Agreement, including but not limited to any claims for alleged: claims under California’s Industrial Welfare Commission Wage Orders, and/or claims under the California Labor Code, including claims for penalties on behalf of Plaintiff 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, discrimination claims, retaliation claims, wrongful termination claims, public policy 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 the California Labor Code, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Equal Pay Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Labor-Management Relations Act, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Employee Retirement Income Security Act of 1974 ("ERISA"). The only exceptions are claims for unemployment insurance compensation, workers' compensation benefits, vested benefits under a plan governed by ERISA, or other claims that cannot be released by private or court-approved agreement under applicable law.

As part of the general release of all claims, Plaintiff is expressly releasing and waiving any and all claims brought and/or her raised by under the PAGA and is settling her individual PAGA claims and ability and standing to prosecute a PAGA representative action. As a condition of this Agreement, Plaintiff represents and agrees that she will not prosecute, proceed with, or initiate any action against Releasees under or based upon the PAGA and further agrees that she lacks standing to pursue any PAGA claims against any Releasees.

Defendants and all related persons, including any of Defendants' present and former officers, directors and employees, agents, parents, subsidiaries, and other affiliated entities, attorneys, insurers, administrators, successors, beneficiaries, executors, estates, assigns, firms, and associations, hereby fully and forever waive and release to the maximum extent permitted by applicable law any and all claims or causes of action, whether known or unknown, against Plaintiff with respect to any matter, including, without limitation, any matter related to Plaintiff's employment with Defendants or the termination of that employment relationship. Defendants agree that the release set forth in this section covers only those claims that arose prior to the date this Agreement is executed, and covers only those claims that may be waived under applicable law.

10. Waiver of Unknown Claims. Plaintiff understands and agrees that the releases provided in this Agreement extend to all rights and claims of every nature and kind as further described above which relate to the Lawsuit, even if unknown or unsuspected, and Plaintiff expressly waives and relinquishes all rights under California Civil Code § 1542, 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.

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that she or her attorneys may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but that she expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her 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 Plaintiff's employment with Defendants, 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.

11. Right to Revoke.

Plaintiff understands and agrees that she:

- (a) Has a full twenty-one (21) days after receipt of this Agreement within which to review and consider the Agreement;
- (b) Is advised to consult with an attorney which she may freely choose prior to executing this Agreement;
- (c) Has carefully read and fully understands the provisions of this Agreement;
- (d) Is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims she has or may come to have against the Releasees, including under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act;
- (e) Is knowingly and voluntarily agreeing to all the terms set forth in this Agreement;
- (f) Has seven (7) days after the execution of this Agreement within which she may revoke this Agreement by delivering to Kelsey L. O'Rourke, Esq. of Perry, Johnson, Anderson, Miller & Moskowitz LLP, 438 First Street, 4th Floor, Santa Rosa, CA 95401, a written communication by herself or her counsel stating that Plaintiff is revoking this Agreement no later than seven (7) days after she executes the Agreement;
- (g) That, because of this revocation period, this Agreement shall not become effective or enforceable until at least the eighth (8th) day following the date Plaintiff executes this Agreement. This Agreement shall only become effective on the date by which both the revocation period has expired and the Court has entered the Order approving the settlement and dismissing the Lawsuit pursuant to the terms described in this Agreement (the "Effective Date");

- (h) Is 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) Is, by reason of this Agreement and the release of claims herein, receiving from Defendants good and sufficient consideration in addition to anything of value to which she is already entitled.

12. Applicable Law and Venue. This Agreement is entered into and shall be performed in the County of Sonoma, State of California. Each party consents to the jurisdiction of California in connection with the enforcement of this Agreement. The construction and interpretation of this Agreement shall be governed by the laws of California applicable to contracts made and wholly to be performed in California, and any breach or suspected breach may be enforced pursuant to Code of Civil Procedure section 664.6. The prevailing party in any action resulting from or relating to a breach of this Agreement or enforcement of this Agreement, whether such action be for monetary damages, injunctive relief or any other equitable remedy, shall be entitled to its/her/its costs, including attorneys' fees. As used in this section, the term "prevailing party" means the party to a lawsuit, arbitration, or other similar proceeding who successfully prosecutes the proceeding or successfully defends against it.

13. Bankruptcy. If prior to full payment of the Settlement Payment, Defendants, or any of them, files bankruptcy or makes an assignment for the benefit of creditors, then such bankruptcy filing or assignment shall be deemed a default hereunder. In the event that Defendants, or any of them, files bankruptcy files a bankruptcy case prior to full payment of the Settlement Payment, then Defendants shall be entitled to file proofs of claim in the bankruptcy action for the maximum amount of its claimed damages allowed under applicable law less any amounts received pursuant to paragraph 1 hereof, and such proofs of claim shall not be limited by the amounts due under paragraph 1 hereof. If, after the filing of any bankruptcy or assignment is made for benefit of creditors, any proceeding is commenced in any court against any of the Defendants to disgorge any portion or all of any Settlement Payment received, the releases granted herein shall be null and void. Further, the parties shall be restored to their *status quo ante*, retain all of their rights under the Bankruptcy Code and applicable non-bankruptcy law, and shall be entitled to assert a claim for the maximum alleged damages.

14. Enforcement and Retention of Jurisdiction. It is the intent of the parties, pursuant to Evidence Code sections 1122(a)(1) and 1123(b) and Code of Civil Procedure section 664.6, that all of the terms of this agreement may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law. The parties hereby expressly request and intend that the Trial Court retain jurisdiction under Code of Civil Procedure section 664.6 with respect to the enforcement of this Settlement Agreement and related proceedings.

15. 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.

16. **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.

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

18. **Negotiation and Advice of Counsel.** The parties acknowledge that they have had a full opportunity both to negotiate the terms of this Agreement and to obtain legal advice from an attorney of their own choosing regarding the terms of this Agreement, the parties' rights and obligations hereunder, and the advisability of entering into this Agreement. The parties represent that they knowingly decided to execute this Agreement based on advice of counsel. This Agreement shall be deemed to have been prepared jointly by the parties, and the rule that the provisions of a document are to be construed against the drafter shall not apply.

19. **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.

20. **Integration.** This Agreement cancels, supersedes and replaces all prior agreements (written, oral or implied-in-fact or in-law) between Plaintiff and Defendants 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.

21. **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.

22. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid as if they were inked originals.

23. **Voluntary Agreement.** Plaintiff understands and agrees that she may be waiving significant legal rights by signing this Agreement, and represents that she has entered into this Agreement voluntarily, after consulting with her attorney(s), with a full understanding of and in agreement with all of its terms.

24. **Authority to Sign; No Prior Assignment of Claims.** 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.

THE TERMS OF THIS SETTLEMENT AND GENERAL RELEASE AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN THE PARTIES. EACH PARTY HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement and General Release.

PLAINTIFF HEATHER BAGGETT:

Dated: Sep 27, 2022 By: *Heather Baggett*
Heather Baggett (Sep 27, 2022 21:58 PDT)
HEATHER BAGGETT

FOR WINEBOOKINGS.COM, LLC dba AUTHENTIC VACATIONS:

Dated: _____ By: _____
Its: _____

FOR TOUR PARTNER GROUP LIMITED

Dated: _____ By: _____
Its: _____

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.

THE TERMS OF THIS SETTLEMENT AND GENERAL RELEASE AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN THE PARTIES. EACH PARTY HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement and General Release.

PLAINTIFF HEATHER BAGGETT:

Dated: _____ By: _____
HEATHER BAGGETT

FOR WINEBOOKINGS.COM, LLC dba AUTHENTIC VACATIONS:

Sj Russell

Dated: 26th September 2022 By: Simon Russell
Its: CEO

FOR TOUR PARTNER GROUP LIMITED

Sj Russell

Dated: 26th September 2022 By: Simon Russell
Its: International Director

Approved as to Form and Content:

COUNSEL FOR HEATHER BAGGETT

TERP LAW



Dated: 9/29/2022

By: _____

Rachel Terp
COUNSEL FOR HEATHER BAGGETT

Perry, Johnson, Anderson, Miller and Moskowitz, LLP

Dated: _____

By: _____

Kelsey O'Rourke
Counsel for Defendants

Approved as to Form and Content:

COUNSEL FOR HEATHER BAGGETT

TERP LAW

Dated: _____

By: _____

Rachel Terp
COUNSEL FOR HEATHER BAGGETT

Perry, Johnson, Anderson, Miller and Moskowitz, LLP

Dated: 9/30/22 _____

By: Kelsey O'Rourke _____

Kelsey O'Rourke
Counsel for Defendants

Exhibit 1
to HB Settlement Agreement
and General Release

1 RACHEL TERP (SBN 290666)
2 Email: rachel@terplaw.com
3 TERP LAW
4 2831 Telegraph Avenue
5 Oakland, California 94609
6 Telephone: (510) 550-5103

7 *Attorney for Plaintiffs Heather Baggett,*
8 *Jocoya Fox-Jones, and Patricia Augello,*
9 *and the general public*

10 Michael G. Miller, Bar No. 136491
11 Kelsey L. O'Rourke, Bar No. 322676
12 PERRY, JOHNSON, ANDERSON,
13 MILLER & MOSKOWITZ, LLP
14 438 1st Street, 4th Floor
15 Santa Rosa, California 95401
16 Telephone: (707) 525-8800
17 Facsimile: (707) 545-8242
18 Email: miller@perrylaw.net
19 orourke@perrylaw.net

20 SUPERIOR COURT OF CALIFORNIA
21 COUNTY OF SONOMA

22 HEATHER BAGGETT, JOCOYA FOX-
23 JONES, PATRICIA AUGELLO
24 individually, and on behalf of the general
25 public,

26 Plaintiff,

27 vs.

28 WINEBOOKINGS.COM, LLC, dba
AUTHENTIC VACATIONS, TOUR
PARTNER GROUP LIMITED, and
DOES 1 through 10 inclusive,

Defendants.

CASE NO.: SCV-267920

UNLIMITED CIVIL CASE

STIPULATED JUDGMENT

29 Upon consideration of the Settlement Agreement and General Releases entered into by
30 Plaintiffs Heather Baggett, Jocoya Fox-Jones, and Patricia Aguello ("Plaintiffs"), on the one
31 hand, and Defendants Winebookings.Com, LLC and Tour Partner Group Limited, on the other
32 hand, and the Declaration in Support of Entry of Stipulated Judgment Submitted by Plaintiffs'
33 Counsel, JUDGMENT IS HEREBY ENTERED IN FAVOR OF PLAINTIFFS AND
34 AGAINST DEFENDANTS, JOINTLY AND SEVERALLY, AS FOLLOWS:

1 1. Defendants consent to the exercise of the jurisdiction of all California Courts
2 with respect to these proceedings, this Stipulation, and any judgments entered herein.

3 2. Defendants are jointly and severally liable to Plaintiffs, and shall pay Plaintiffs
4 the principal sum of \$400,000 plus statutory interest, enforcement fees and costs in the
5 following amounts, less any amounts previously paid by Defendants to Plaintiffs:

6 (a) \$40,000 in damages incurred by Plaintiff Patricia Augello relating to her wage
7 and hour claims, plus

8 (b) \$60,000 in damages incurred by Plaintiff Jocoya Fox-Jones relating to her wage
9 and hour claims, plus

10 (c) \$50,000 in damages incurred by Plaintiff Heather Baggett relating to her wage
11 and hour claims, plus

12 (d) \$150,000 in damages incurred by Plaintiff Heather Baggett relating to her
13 retaliation claims including lost wages and emotional distress, plus

14 (e) \$100,000 in attorneys' fees, and costs incurred by Plaintiffs,

15 (f) \$ _____ in attorneys' fees and costs incurred by Plaintiffs from
16 _____ to the date of default through the date hereof in seeking to enforce the
17 Agreement, plus

18 (g) \$ _____ in interest at the rate of 10% per annum on the amounts
19 set forth in paragraphs 1(a) and 1(f) from the date of default through the date
20 hereof, less

21 (h) \$ _____ paid by Defendants to Plaintiffs pursuant to the
22 Agreement.

23 2. The amount awarded herein by this Stipulated Judgment shall accrue interest at
24 the legal rate of 10% per annum from the date hereof until paid in full.

25
26 IT IS SO ORDRED.

27
28 DATE: _____

SUPERIOR COURT JUDGE

1 **STIPULATION AGREED TO AS TO FORM AND CONTENT**

2 **PLAINTIFFS:**

3 Date: Sep 27, 2022

4 *Heather Baggett*

5 Heather Baggett (Sep 27, 2022 21:58 PDT)

6 Signature of Heather Baggett

7 Date:

8
9 Signature of Jocoya Fox-Jones

10 Date:

11
12
13 Signature of Patricia Augello

14
15
16 **DEFENDANTS:**

17 **WINEBOOKINGS.COM, LLC.**

18 Date:

19
20
21 Signature of Company Representative

22
23 Printed Name

1 **STIPULATION AGREED TO AS TO FORM AND CONTENT**

2 **PLAINTIFFS:**

3 Date:

4
5 _____
Signature of Heather Baggett

6
7 Date: Sep 27, 2022

8 
9 Jocoya Fox-Jones (Sep 27, 2022 22:44 PDT)
Signature of Jocoya Fox-Jones

10
11 Date:

12
13 _____
Signature of Patricia Augello

14
15
16 **DEFENDANTS:**

17 **WINEBOOKINGS.COM, LLC.**

18 Date:

19
20
21 _____
Signature of Company Representative

22
23 _____
Printed Name

1 **STIPULATION AGREED TO AS TO FORM AND CONTENT**

2 **PLAINTIFFS:**

3 Date:

4
5 _____
6 Signature of Heather Baggett

7 Date:

8
9 _____
10 Signature of Jocoya Fox-Jones

11 Date: Sep 27, 2022

12 *Patricia Angello*
13 Patricia Angello (Sep 27, 2022 19:25 PDT)
14 _____
15 Signature of Patricia Angello

16 **DEFENDANTS:**

17 **WINEBOOKINGS.COM, LLC.**

18 Date:

19
20
21 _____
22 Signature of Company Representative

23 _____
24 Printed Name
25
26
27
28

1 **STIPULATION AGREED TO AS TO FORM AND CONTENT**

2 **PLAINTIFFS:**

3 Date:

4
5 _____
6 Signature of Heather Baggett

7 Date:

8
9 _____
10 Signature of Jocoya Fox-Jones

11 Date:

12
13 _____
14 Signature of Patricia Augello

15
16 **DEFENDANTS:**

17 **WINEBOOKINGS.COM, LLC.**

18 Date: 26th September 2022

19 *Sj Russell*

20
21 _____
22 Signature of Company Representative

23 Simon Russell

24
25 _____
26 Printed Name

1 **TOUR PARTNER GROUP LIMITED**

2 Date: 26th September 2022

3 *Sj Russell*

4 _____
Signature of Company Representative

5 Simon Russell

6 _____
Printed Name

7
8
9 **STIPULATION AGREED TO AS TO FORM**

10 Date: 9/30/2022

11 TERP LAW

12 *Rachel Terp*

13 _____
Signature of Rachel M. Terp, Esq.
14 Attorney for Plaintiffs

15 Date: 9/30/22

16 PERRY, JOHNSON, ANDERSON, MILLER & MOSKOWITZ LLP

17
18 *Kelsey O'Rourke*

19 _____
Signature of Kelsey L. O'Rourke, Esq.
20 Attorney for Defendants

Exhibit B to Stipulation

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into by and between Plaintiff Jocoya Fox-Jones (“Plaintiff” or “Fox-Jones”) and Defendants Winebookings.com, LLC, dba Authentic Vacations, Tour Partner Group Limited, (“Defendants”) (collectively the “Parties”):

WHEREAS, Jocoya Fox-Jones was formerly employed by Defendants;

WHEREAS, on December 22, 2020, Heather Baggett (“Baggett”) notified the California Labor and Workforce Development Agency (“LWDA”) and Winebookings.com, LLC and Tour Partner Group of her allegations that she and other aggrieved employees were misclassified as exempt employees and Defendants had violated the California Labor Code by failing to reimburse for business expenses, failing to pay overtime, failing to permit meal and rest breaks, failing to pay meal and rest break premiums, failing to provide accurate and itemized wage statements, and failing to timely pay all wages due upon termination (the “LWDA Notice”);

WHEREAS, on February 26, 2021, Baggett filed a complaint against Winebookings.com, LLC and Tour Partner Group in the Superior Court of California, County of Sonoma (the “Trial Court”), captioned, *Heather Baggett v. Winbookings.com, LLC, dba Authentic Vacations, et al.*, Case No. SCV-267920 (the “Lawsuit”), alleging individual wage and hour claims, and seeking civil penalties pursuant to California Labor Code section 2698, the Private Attorneys General Act (“PAGA”) for alleged violations of the California Labor Code;

WHEREAS, on July 28, 2021, the Second Amended Complaint was filed adding Fox-Jones and Patricia Augello (“Augello”) as Plaintiffs (Baggett, Fox-Jones and Augello are hereinafter referred to as “Plaintiffs”);

WHEREAS, on October 21, 2021, the Parties participated in a mediation with a neutral third-party mediator, Kathryn Dickson, but did not arrive at a settlement at that time;

WHEREAS, on January 24, 2022, the Court granted Plaintiffs’ leave to file the Third Amended Complaint, to add specific damages amounts to the pleadings;

WHEREAS, Defendants have not yet appeared in this action, but agrees to do so as part of this Agreement;

WHEREAS, Defendants deny all allegations asserted by Plaintiffs in the Lawsuit and deny that Defendants violated any law or legal or equitable obligations to Plaintiffs;

WHEREAS, in exchange for Plaintiff’s agreement to execute and abide by the terms of this Agreement, Defendants have agreed to make the payments set forth herein;

WHEREAS, the Parties have agreed to enter into this Agreement resolving all disputes and controversies between Plaintiff, on the one hand, and Defendants, on the other hand, and precluding Plaintiff from commencing any legal action or proceeding against Defendants as more particularly set forth below.

NOW, THEREFORE, in consideration of the covenants and promises set forth below and with the intention to be legally bound thereby, Plaintiff, on her own behalf and on behalf of her heirs, executors, administrators, attorneys, successors, and assigns, and Defendants voluntarily agree as follows:

1. Consideration. In exchange for Plaintiff's execution of and adherence to the terms of this Agreement, and in exchange for the promises, covenants and waivers set forth herein, Defendants will pay Plaintiff the total combined sum of Forty-Thousand Dollars and Zero Cents (\$40,000.00) ("Settlement Payment") as follows.

(a) The first payment totaling Twenty-Thousand Dollars and Zero Cents (\$20,000.00) is due thirty (30) days after the Effective Date (defined below) divided as follows:

(i) A payment in the gross amount of Five-Thousand Dollars and Zero Cents (\$5,000.00), less applicable employee payroll taxes and withholdings, will be wired to "Jocoya Fox-Jones," representing payment for alleged unpaid wages;

(ii) A payment in the amount of Ten-Thousand Dollars and Zero Cents (\$10,000.00), will be wired to Jocoya Fox-Jones with no taxes or withholdings, made payable to Plaintiff for alleged penalties and statutory interest; and

(iii) The amount of Five-Thousand Dollars and Zero Cents (\$5,000.00), with no taxes or withholdings, will be wired to Terp Law, representing consideration for Plaintiff's attorney's fees and costs incurred in the Lawsuit.

(b) The second through eleventh payments are due in succession, on November 4, 2022, December 2, 2022, December 30, 2022, February 10, 2023, March 10, 2023, April 7, 2023, May 5, 2023, June 2, 2023, July 14, 2023, August 11, 2023, for a total of Twenty-Thousand Dollars and Zero Cents (\$20,000.00), divided as follows.

(i) Ten equal payments in the amount of Five-Hundred Dollars and Zero Cents (\$500.00), less applicable employee payroll taxes and withholdings, will be wired to Jocoya Fox-Jones, representing payment for alleged unpaid wages;

(ii) Ten equal payments in the amount of One-Thousand Dollars and Zero Cents (\$1,000.00), will be wired to Jocoya Fox-Jones with no taxes or withholdings, made payable to Plaintiff for alleged penalties and statutory interest; and

(iii) Ten equal payments in the amount of Five-Hundred Dollars and Zero Cents (\$500.00), with no taxes or withholdings, will be wired to Terp Law, representing consideration for Plaintiff's attorneys' fees and costs incurred in the Lawsuit.

Defendants will pay the employer's share of payroll taxes on the portion of the Settlement Payment for which an IRS Form W-2 shall be issued.

Defendants shall issue to Plaintiff appropriate IRS Form W-2s in the years 2022 and 2023 for the amounts representing payment for alleged unpaid wages, to the address listed on Plaintiff's W-9 form, or any updated address provided to Defendants' counsel.

Defendants shall issue to Plaintiff appropriate IRS Form 1099s in the years 2022 and 2023 in amounts representing payment for alleged penalties, and statutory interest, to the address listed on Plaintiff's W-9 form, or any updated address provided to Defendants' counsel.

Defendants shall issue to Plaintiff and Terp Law appropriate IRS Form 1099s in the years 2022 and 2023 in amounts representing payment for Plaintiff's attorney's fees and costs incurred in the Lawsuit, to the addresses listed on Plaintiff's and Terp Law's W-9 forms, or any updated address provided to Defendants' counsel.

Delivery of the settlement payments is expressly conditioned upon: (a) Defendants receiving from Plaintiff's counsel, (1) this Agreement executed and dated by Plaintiff and approved as to form and content by Plaintiff's counsel; (2) a signed and dated IRS W-9 form from Plaintiff; (4) a signed and dated IRS W-9 form from counsel for Plaintiff's counsel; and (3) the signed and dated Joint Stipulation for Court Approval of Settlement of Civil Action Filed Pursuant to PAGA and Retention of Jurisdiction to Carry Out the Settlement (pursuant to California Code of Civil Procedure section 664.6); and (b) the Court first, (1) entering an order granting the Parties' Joint Stipulation For Court Approval of Settlement of Civil Action Filed Pursuant to PAGA and Retention of Jurisdiction to Carry Out the Settlement and dismissing the Lawsuit as to all claims. Plaintiff agrees to authorize her attorney to execute the above-specified documents and to provide said executed documents to attorneys for Defendants for filing in the Sonoma County Superior Court. Provided the above conditions are met, Defendants will deliver the initial Settlement Payment to Plaintiff's counsel no later than thirty (30) days after the Effective Date (defined below).

2. Joint and Several Liability. Each Defendant is joint and severally liable with each other Defendant to perform all payment and other obligations under this Settlement Agreement.

3. Tax Matters. Plaintiff represents she has not relied on any advice from Defendants or Defendants' counsel regarding tax obligations, if any, arising from the consideration agreed to in this Agreement, whether pursuant to federal, state, or local income tax statutes or regulations or otherwise. Plaintiff acknowledges that neither Defendants nor Defendants' counsel has made any representations concerning the taxability of the agreement or consideration referenced above. Plaintiff further acknowledges that she has been advised to seek and has sought independent advice regarding any tax obligations that might result from the consideration under this Agreement, if any. Plaintiff is solely responsible for reporting the amounts received pursuant to this Agreement to any applicable federal state or local agency as required by law.

4. Stipulated Judgment to be Held in Escrow.

- A. Defendants will sign a stipulated judgment for \$400,000.00 ("Judgment"), in the form attached hereto, which Judgment shall be held in escrow by Rachel M. Terp, Esq. of Terp Law.
- B. Defendants and Plaintiff acknowledge this Judgment is equal to a fair value for Plaintiffs alleged claims. Although Defendants deny liability to Plaintiffs, Defendants and Plaintiff stipulate and agree that the Judgment is not a penalty but is a fair value

for the liability that Defendants might incur if Plaintiffs were successful on all causes of action set forth in the underlying Complaint on summary judgment or at trial.

- C. Plaintiff is authorized to file the Judgment with the Court for entry if Defendants fail to timely deliver any portion of the Settlement Payment as set forth in Paragraph 1, against Defendants for the full \$400,000.00, less the portions of the Settlement Payment actually delivered by Defendants and received by Plaintiff. Concurrently herewith, Defendants shall execute in favor of Plaintiff the Stipulated Judgment attached hereto as **Exhibit 1**, which Plaintiff shall hold pending Defendants' performance of the Agreement. Upon Defendants' failure to timely deliver any of the Settlement Payments, Plaintiff shall be authorized to file the Stipulated Judgment via *ex parte* notice or noticed motion.

5. Denial of Liability; Costs and Fees. This Agreement is not intended by the Parties to be, and shall not in any way be construed as, an admission by any Defendant that it or any of its owners, officers, directors, shareholders, employees, parents, subsidiaries, affiliates, or agents, has acted wrongfully with respect to Plaintiff or any other person, or that Plaintiff has any rights whatsoever against Defendants. Defendants specifically disclaim that they, 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, Plaintiff or any other person. Each party shall bear its own costs and attorneys' fees related to the Action and this Agreement, except as expressly indicated herein.

6. Confidentiality. Except as provided for below, Plaintiff and Plaintiff's 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 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 Plaintiff may disclose such information as is necessary to her spouse, and Plaintiff and her 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 Plaintiff and her 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 first agree to be bound by the terms of this confidentiality provision. In the event the 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 Plaintiff and her 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 Plaintiff and/or her 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 Plaintiff believes her is legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, she shall so notify Defense counsel in writing promptly.

Nothing in this Agreement, including the Confidentiality, Non-disparagement, or Release clauses, restricts or prohibits Plaintiff 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 (“EEOC”), the Department of Labor (“DOL”), the National Labor Relations Board (“NLRB”), the Department of Justice (“DOJ”), the Securities and Exchange Commission (“SEC”), 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, Plaintiff is waiving her right to receive any individual monetary relief resulting from such claims, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Defendants will be entitled to an offset for any payments made pursuant to this Agreement, except where such limitations are prohibited as a matter of law (e.g., under the Sarbanes-Oxley Act of 2002, 18 U.S.C.A. §§ 1514A). Plaintiff does not need the prior authorization of Defendants to engage in such communications with the Regulators, respond to such inquiries from the Regulators, provide confidential information or documents to the Regulators, or make any such reports or disclosures to the Regulators. Plaintiff is not required to notify Defendants that she has engaged in such communications with the Regulators.

7. Non-disparagement. The Parties agree not to disclose to the public or any person, any false or misleading information, any information that reflects negatively upon or otherwise disparages another Party to this Agreement or which may harm the reputation of another Party including, but not limited to, any statements that disparage any product, service, capability, or any other aspect of the business of the Defendants or the Parties, including via social media.

8. Breach of Confidentiality and/or Non-Disparagement Provisions. Plaintiff and Plaintiff’s counsel attorney acknowledge and agree that it would be extremely difficult to ascertain the actual damages resulting from a breach of the confidentiality provision and/or from a breach of the non-disparagement provision. Accordingly, Plaintiff agrees that Plaintiff shall be liable to Defendants for liquidated damages in the sum of Four-Thousand Dollars and Zero Cents (\$4,000.00) for each breach of the confidentiality provision and in the sum of Four-Thousand Dollars and Zero Cents (\$4,000.00) for each breach of the non-disparagement provision.

9. Mutual Release of Claims. Plaintiff hereby irrevocably and unconditionally waives and releases and forever discharges Defendants 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 (“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, that accrued or accrue through the date on which Plaintiff signs this Agreement, including but not limited to any claims for alleged: claims under California’s Industrial Welfare Commission Wage Orders, and/or claims under the California Labor Code, including claims for penalties on behalf of Plaintiff 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, discrimination claims, retaliation claims, wrongful termination claims, public policy 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 the California Labor Code, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Equal Pay Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Labor-Management Relations Act, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Employee Retirement Income Security Act of 1974 ("ERISA"). The only exceptions are claims for unemployment insurance compensation, workers' compensation benefits, vested benefits under a plan governed by ERISA, or other claims that cannot be released by private or court-approved agreement under applicable law.

As part of the general release of all claims, Plaintiff is expressly releasing and waiving any and all claims brought and/or her raised by under the PAGA and is settling her individual PAGA claims and ability and standing to prosecute a PAGA representative action. As a condition of this Agreement, Plaintiff represents and agrees that she will not prosecute, proceed with, or initiate any action against Releasees under or based upon the PAGA and further agrees that she lacks standing to pursue any PAGA claims against any Releasees.

Defendants and all related persons, including any of Defendants' present and former officers, directors and employees, agents, parents, subsidiaries, and other affiliated entities, attorneys, insurers, administrators, successors, beneficiaries, executors, estates, assigns, firms, and associations, hereby fully and forever waive and release to the maximum extent permitted by applicable law any and all claims or causes of action, whether known or unknown, against Plaintiff with respect to any matter, including, without limitation, any matter related to Plaintiff's employment with Defendants or the termination of that employment relationship. Defendants agree that the release set forth in this section covers only those claims that arose prior to the date this Agreement is executed, and covers only those claims that may be waived under applicable law.

10. Waiver of Unknown Claims. Plaintiff understands and agrees that the releases provided in this Agreement extend to all rights and claims of every nature and kind as further described above which relate to the Lawsuit, even if unknown or unsuspected, and Plaintiff expressly waives and relinquishes all rights under California Civil Code § 1542, 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.

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that she or her attorneys may hereafter discover claims or facts in addition to, or different from, those which

she now knows or believes to exist, but that she expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her 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 Plaintiff's employment with Defendants, 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.

11. Right to Revoke.

Plaintiff understands and agrees that she:

- (a) Has a full twenty-one (21) days after receipt of this Agreement within which to review and consider the Agreement;
- (b) Is advised to consult with an attorney which she may freely choose prior to executing this Agreement;
- (c) Has carefully read and fully understands the provisions of this Agreement;
- (d) Is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims she has or may come to have against the Releasees, including under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act;
- (e) Is knowingly and voluntarily agreeing to all the terms set forth in this Agreement;
- (f) Has seven (7) days after the execution of this Agreement within which she may revoke this Agreement by delivering to Kelsey L. O'Rourke, Esq. of Perry, Johnson, Anderson, Miller & Moskowitz LLP, 438 First Street, 4th Floor, Santa Rosa, CA 95401, a written communication by herself or her counsel stating that Plaintiff is revoking this Agreement no later than seven (7) days after she executes the Agreement;
- (g) That, because of this revocation period, this Agreement shall not become effective or enforceable until at least the eighth (8th) day following the date Plaintiff executes this Agreement. This Agreement shall only become effective on the date by which both the revocation period has expired and the Court has entered the Order approving the settlement and dismissing the Lawsuit pursuant to the terms described in this Agreement (the "Effective Date");
- (h) Is 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) Is, by reason of this Agreement and the release of claims herein, receiving from Defendants good and sufficient consideration in addition to anything of value to which she is already entitled.

12. Applicable Law and Venue. This Agreement is entered into and shall be performed in the County of Sonoma, State of California. Each party consents to the jurisdiction of California in connection with the enforcement of this Agreement. The construction and interpretation of this Agreement shall be governed by the laws of California applicable to contracts made and wholly to be performed in California, and any breach or suspected breach may be enforced pursuant to Code of Civil Procedure section 664.6. The prevailing party in any action resulting from or relating to a breach of this Agreement or enforcement of this Agreement, whether such action be for monetary damages, injunctive relief or any other equitable remedy, shall be entitled to its/her/its costs, including attorneys' fees. As used in this section, the term "prevailing party" means the party to a lawsuit, arbitration, or other similar proceeding who successfully prosecutes the proceeding or successfully defends against it.

13. Bankruptcy. If prior to full payment of the Settlement Payment, Defendants, or any of them, files bankruptcy or makes an assignment for the benefit of creditors, then such bankruptcy filing or assignment shall be deemed a default hereunder. In the event that Defendants, or any of them, files bankruptcy files a bankruptcy case prior to full payment of the Settlement Payment, then Defendants shall be entitled to file proofs of claim in the bankruptcy action for the maximum amount of its claimed damages allowed under applicable law less any amounts received pursuant to paragraph 1 hereof, and such proofs of claim shall not be limited by the amounts due under paragraph 1 hereof. If, after the filing of any bankruptcy or assignment is made for benefit of creditors, any proceeding is commenced in any court against any of the Defendants to disgorge any portion or all of any Settlement Payment received, the releases granted herein shall be null and void. Further, the parties shall be restored to their *status quo ante*, retain all of their rights under the Bankruptcy Code and applicable non-bankruptcy law, and shall be entitled to assert a claim for the maximum alleged damages.

14. Enforcement and Retention of Jurisdiction. It is the intent of the parties, pursuant to Evidence Code sections 1122(a)(1) and 1123(b) and Code of Civil Procedure section 664.6, that all of the terms of this agreement may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law. The parties hereby expressly request and intend that the Trial Court retain jurisdiction under Code of Civil Procedure section 664.6 with respect to the enforcement of this Settlement Agreement and related proceedings.

15. 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.

16. 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.

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

18. Negotiation and Advice of Counsel. The parties acknowledge that they have had a full opportunity both to negotiate the terms of this Agreement and to obtain legal advice from an attorney of their own choosing regarding the terms of this Agreement, the parties' rights and obligations hereunder, and the advisability of entering into this Agreement. The parties represent that they knowingly decided to execute this Agreement based on advice of counsel. This Agreement shall be deemed to have been prepared jointly by the parties, and the rule that the provisions of a document are to be construed against the drafter shall not apply.

19. 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.

20. Integration. This Agreement cancels, supersedes and replaces all prior agreements (written, oral or implied-in-fact or in-law) between Plaintiff and Defendants 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.

21. 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.

22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid as if they were inked originals.

23. Voluntary Agreement. Plaintiff understands and agrees that she may be waiving significant legal rights by signing this Agreement, and represents that she has entered into this Agreement voluntarily, after consulting with her attorney(s), with a full understanding of and in agreement with all of its terms.

24. Authority to Sign; No Prior Assignment of Claims. 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.

THE TERMS OF THIS SETTLEMENT AND GENERAL RELEASE AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN THE PARTIES. EACH PARTY HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement and General Release.

PLAINTIFF JOCOYA FOX-JONES:

Dated: Sep 27, 2022 By: 
Jocoya Fox-Jones (Sep 27, 2022 18:44 PDT)
JOCOYA FOX-JONES

FOR WINEBOOKINGS.COM, LLC dba AUTHENTIC VACATIONS:

Dated: _____ By: _____
Its: _____

FOR TOUR PARTNER GROUP LIMITED

Dated: _____ By: _____
Its: _____

Approved as to Form and Content:

COUNSEL FOR HEATHER BAGGETT

TERP LAW

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement and General Release.

PLAINTIFF JOCOYA FOX-JONES:

Dated: _____ By: _____
JOCOYA FOX-JONES

FOR WINEBOOKINGS.COM, LLC dba AUTHENTIC VACATIONS:

Sj Russell

Dated: 26th September 2022 By: Simon Russell
Its: CEO

FOR TOUR PARTNER GROUP LIMITED

Sj Russell

Dated: 26th September 2022 By: Simon Russell
Its: International Director

Approved as to Form and Content:

COUNSEL FOR HEATHER BAGGETT

TERP LAW

Dated: 9/27/2022

By: 
Rachel Terp
COUNSEL FOR JOCOYA FOX-JONES

Perry, Johnson, Anderson, Miller and Moskowitz, LLP

Dated: _____

By: _____
Kelsey O'Rourke
Counsel for Defendants

Dated: _____

By: _____

Rachel Terp
COUNSEL FOR JOCOYA FOX-JONES

Perry, Johnson, Anderson, Miller and Moskowitz, LLP

Dated: 9/30/22

By: Kelsey O'Rourke

Kelsey O'Rourke
Counsel for Defendants

Exhibit 1
to JFJ Settlement Agreement
and General Release

1 RACHEL TERP (SBN 290666)
2 Email: rachel@terplaw.com
3 TERP LAW
4 2831 Telegraph Avenue
5 Oakland, California 94609
6 Telephone: (510) 550-5103

7 *Attorney for Plaintiffs Heather Baggett,*
8 *Jocoya Fox-Jones, and Patricia Augello,*
9 *and the general public*

10 Michael G. Miller, Bar No. 136491
11 Kelsey L. O'Rourke, Bar No. 322676
12 PERRY, JOHNSON, ANDERSON,
13 MILLER & MOSKOWITZ, LLP
14 438 1st Street, 4th Floor
15 Santa Rosa, California 95401
16 Telephone: (707) 525-8800
17 Facsimile: (707) 545-8242
18 Email: miller@perrylaw.net
19 orourke@perrylaw.net

20 SUPERIOR COURT OF CALIFORNIA
21 COUNTY OF SONOMA

22 HEATHER BAGGETT, JOCOYA FOX-
23 JONES, PATRICIA AUGELLO
24 individually, and on behalf of the general
25 public,

26 Plaintiff,

27 vs.

28 WINEBOOKINGS.COM, LLC, dba
AUTHENTIC VACATIONS, TOUR
PARTNER GROUP LIMITED, and
DOES 1 through 10 inclusive,

Defendants.

CASE NO.: SCV-267920

UNLIMITED CIVIL CASE

STIPULATED JUDGMENT

29 Upon consideration of the Settlement Agreement and General Releases entered into by
30 Plaintiffs Heather Baggett, Jocoya Fox-Jones, and Patricia Aguello ("Plaintiffs"), on the one
31 hand, and Defendants Winebookings.Com, LLC and Tour Partner Group Limited, on the other
32 hand, and the Declaration in Support of Entry of Stipulated Judgment Submitted by Plaintiffs'
33 Counsel, JUDGMENT IS HEREBY ENTERED IN FAVOR OF PLAINTIFFS AND
34 AGAINST DEFENDANTS, JOINTLY AND SEVERALLY, AS FOLLOWS:

1 1. Defendants consent to the exercise of the jurisdiction of all California Courts
2 with respect to these proceedings, this Stipulation, and any judgments entered herein.

3 2. Defendants are jointly and severally liable to Plaintiffs, and shall pay Plaintiffs
4 the principal sum of \$400,000 plus statutory interest, enforcement fees and costs in the
5 following amounts, less any amounts previously paid by Defendants to Plaintiffs:

6 (a) \$40,000 in damages incurred by Plaintiff Patricia Augello relating to her wage
7 and hour claims, plus

8 (b) \$60,000 in damages incurred by Plaintiff Jocoya Fox-Jones relating to her wage
9 and hour claims, plus

10 (c) \$50,000 in damages incurred by Plaintiff Heather Baggett relating to her wage
11 and hour claims, plus

12 (d) \$150,000 in damages incurred by Plaintiff Heather Baggett relating to her
13 retaliation claims including lost wages and emotional distress, plus

14 (e) \$100,000 in attorneys' fees, and costs incurred by Plaintiffs,

15 (f) \$_____ in attorneys' fees and costs incurred by Plaintiffs from
16 _____ to the date of default through the date hereof in seeking to enforce the
17 Agreement, plus

18 (g) \$_____ in interest at the rate of 10% per annum on the amounts
19 set forth in paragraphs 1(a) and 1(f) from the date of default through the date
20 hereof, less

21 (h) \$_____ paid by Defendants to Plaintiffs pursuant to the
22 Agreement.

23 2. The amount awarded herein by this Stipulated Judgment shall accrue interest at
24 the legal rate of 10% per annum from the date hereof until paid in full.

25
26 IT IS SO ORDRED.

27
28 DATE: _____

SUPERIOR COURT JUDGE

1 **STIPULATION AGREED TO AS TO FORM AND CONTENT**

2 **PLAINTIFFS:**

3 Date: Sep 27, 2022

4 *Heather Baggett*

5 Heather Baggett (Sep 27, 2022 21:58 PDT)

6 Signature of Heather Baggett

7 Date:

8
9 Signature of Jocoya Fox-Jones

10 Date:

11
12
13 Signature of Patricia Augello

14
15
16 **DEFENDANTS:**

17 **WINEBOOKINGS.COM, LLC.**

18 Date:

19
20
21 Signature of Company Representative

22
23 Printed Name

1 **STIPULATION AGREED TO AS TO FORM AND CONTENT**

2 **PLAINTIFFS:**

3 Date:

4
5 _____
6 Signature of Heather Baggett

7 Date: Sep 27, 2022

8 
9 Jocoya Fox-Jones (Sep 27, 2022 22:44 PDT)
10 _____
11 Signature of Jocoya Fox-Jones

12 Date:

13 _____
14 Signature of Patricia Augello

15
16 **DEFENDANTS:**

17 **WINEBOOKINGS.COM, LLC.**

18 Date:

19
20
21 _____
22 Signature of Company Representative

23 _____
24 Printed Name
25
26
27
28

1 **STIPULATION AGREED TO AS TO FORM AND CONTENT**

2 **PLAINTIFFS:**

3 Date:

4
5 _____
6 Signature of Heather Baggett

7 Date:

8
9 _____
10 Signature of Jocoya Fox-Jones

11 Date: Sep 27, 2022

12 *Patricia Angello*
13 Patricia Angello (Sep 27, 2022 19:25 PDT)
14 _____
15 Signature of Patricia Angello

16 **DEFENDANTS:**

17 **WINEBOOKINGS.COM, LLC.**

18 Date:

19
20
21 _____
22 Signature of Company Representative

23 _____
24 Printed Name
25
26
27
28

1 **STIPULATION AGREED TO AS TO FORM AND CONTENT**

2 **PLAINTIFFS:**

3 Date:

4
5 _____
6 Signature of Heather Baggett

7 Date:

8
9 _____
10 Signature of Jocoya Fox-Jones

11 Date:

12
13 _____
14 Signature of Patricia Augello

15
16 **DEFENDANTS:**

17 **WINEBOOKINGS.COM, LLC.**

18 Date: 26th September 2022

19 *Sj Russell*

20
21 _____
22 Signature of Company Representative

23 Simon Russell

24
25 _____
26 Printed Name

1 **TOUR PARTNER GROUP LIMITED**

2 Date: 26th September 2022

3 *Sj Russell*

4 _____
Signature of Company Representative

5 Simon Russell
6 _____
Printed Name

7
8
9 **STIPULATION AGREED TO AS TO FORM**

10 Date: 9/30/2022

11 TERP LAW

12 *Rachel Terp*

13 _____
Signature of Rachel M. Terp, Esq.
14 *Attorney for Plaintiffs*

15 Date: 9/30/22

16 PERRY, JOHNSON, ANDERSON, MILLER & MOSKOWITZ LLP

17
18 *Kelsey O'Rourke*

19 _____
Signature of Kelsey L. O'Rourke, Esq.
20 *Attorney for Defendants*

Exhibit C to Stipulation

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into by and between Plaintiff Patricia Augello (“Plaintiff” or “Augello”) and Defendants Winebookings.com, LLC, dba Authentic Vacations, Tour Partner Group Limited, (“Defendants”) (collectively the “Parties”):

WHEREAS, Patricia Augello was formerly employed by Defendants;

WHEREAS, on December 22, 2020, Heather Baggett (“Baggett”) notified the California Labor and Workforce Development Agency (“LWDA”) and Winebookings.com, LLC and Tour Partner Group of her allegations that she and other aggrieved employees were misclassified as exempt employees and Defendants had violated the California Labor Code by failing to reimburse for business expenses, failing to pay overtime, failing to permit meal and rest breaks, failing to pay meal and rest break premiums, failing to provide accurate and itemized wage statements, and failing to timely pay all wages due upon termination (the “LWDA Notice”);

WHEREAS, on February 26, 2021, Baggett filed a complaint against Winebookings.com, LLC and Tour Partner Group in the Superior Court of California, County of Sonoma (the “Trial Court”), captioned, *Heather Baggett v. Winebookings.com, LLC, dba Authentic Vacations, et al.*, Case No. SCV-267920 (the “Lawsuit”), alleging individual wage and hour claims, and seeking civil penalties pursuant to California Labor Code section 2698, the Private Attorneys General Act (“PAGA”) for alleged violations of the California Labor Code;

WHEREAS, on July 28, 2021, the Second Amended Complaint was filed adding Fox-Jones and Augello as Plaintiffs (Baggett, Fox-Jones and Augello are hereinafter referred to as “Plaintiffs”);

WHEREAS, on October 21, 2021, the Parties participated in a mediation with a neutral third-party mediator, Kathryn Dickson, but did not arrive at a settlement at that time;

WHEREAS, on January 24, 2022, the Court granted Plaintiffs’ leave to file the Third Amended Complaint, to add specific damages amounts to the pleadings;

WHEREAS, Defendants have not yet appeared in this action, but agrees to do so as part of this Agreement;

WHEREAS, Defendants deny all allegations asserted by Plaintiffs in the Lawsuit and deny that Defendants violated any law or legal or equitable obligations to Plaintiffs;

WHEREAS, in exchange for Plaintiff’s agreement to execute and abide by the terms of this Agreement, Defendants have agreed to make the payments set forth herein;

WHEREAS, the Parties have agreed to enter into this Agreement resolving all disputes and controversies between Plaintiff, on the one hand, and Defendants, on the other hand, and precluding Plaintiff from commencing any legal action or proceeding against Defendants as more particularly set forth below.

NOW, THEREFORE, in consideration of the covenants and promises set forth below and with the intention to be legally bound thereby, Plaintiff, on her own behalf and on behalf of her heirs, executors, administrators, attorneys, successors, and assigns, and Defendants voluntarily agree as follows:

1. Consideration. In exchange for Plaintiff's execution of and adherence to the terms of this Agreement, and in exchange for the promises, covenants and waivers set forth herein, Defendants will pay Plaintiff the total combined sum of Twenty-Six Thousand, Six-Hundred and Sixty-Six Dollars, and Sixty-Seven Cents (\$26,666.67) ("Settlement Payment") as follows.

(a) The first payment totaling Thirteen-Thousand, Three-Hundred and Thirty-Three Dollars, and Thirty-Seven Cents (\$13,333.37) is due thirty (30) days after the Effective Date (defined below) divided as follows:

(i) A payment in the gross amount of Three-Thousand, Five-Hundred Dollars and Zero Cents (\$3,500.00), less applicable employee payroll taxes and withholdings, will be wired to "Patricia Augello," representing payment for alleged unpaid wages;

(ii) A payment in the amount of Six-Thousand, Five-Hundred Dollars and Zero Cents (\$6,500.00), will be wired to Patricia Augello with no taxes or withholdings, made payable to Plaintiff for alleged penalties and statutory interest; and

(iii) The amount of Three-Thousand, Three-Hundred and Thirty-Three Dollars and Thirty-Seven Cents (\$3,333.37), with no taxes or withholdings, will be wired to Terp Law, representing consideration for Plaintiff's attorney's fees and costs incurred in the Lawsuit.

(b) The second through eleventh payments are due in succession, on November 4, 2022, December 2, 2022, December 30, 2022, February 10, 2023, March 10, 2023, April 7, 2023, May 5, 2023, June 2, 2023, July 14, 2023, August 11, 2023, for a total of Thirteen-Thousand, Three-Hundred and Thirty-Three Dollars, and Thirty Cents (\$13,333.30), divided as follows.

(i) Ten equal payments in the amount of Three-Hundred and Fifty Dollars and Zero Cents (\$350.00), less applicable employee payroll taxes and withholdings, will be wired to "Patricia Augello," representing payment for alleged unpaid wages;

(ii) Ten equal payments in the amount of Six-Hundred and Fifty Dollars and Zero Cents (\$650.00), will be wired to "Patricia Augello," with no taxes or withholdings, made payable to Plaintiff for alleged penalties and statutory interest; and

(iii) Ten equal payments in the amount of Three-Hundred, Thirty-Three Dollars and Thirty-Three Cents (\$333.33), with no taxes or withholdings, will be wired to Terp Law, representing consideration for Plaintiff's attorneys' fees and costs incurred in the Lawsuit.

Defendants will pay the employer's share of payroll taxes on the portion of the Settlement Payment for which an IRS Form W-2 shall be issued.

Defendants shall issue to Plaintiff appropriate IRS Form W-2s in the years 2022 and 2023 for the amounts representing payment for alleged unpaid wages, to the address listed on Plaintiff's W-9 form, or any updated address provided to Defendants' counsel.

Defendants shall issue to Plaintiff appropriate IRS Form 1099s in the years 2022 and 2023 in amounts representing payment for alleged penalties, and statutory interest, to the address listed on Plaintiff's W-9 form, or any updated address provided to Defendants' counsel.

Defendants shall issue to Plaintiff and Terp Law appropriate IRS Form 1099s in the years 2022 and 2023 in amounts representing payment for Plaintiff's attorney's fees and costs incurred in the Lawsuit, to the addresses listed on Plaintiff's and Terp Law's W-9 forms, or any updated address provided to Defendants' counsel.

Delivery of the settlement payments is expressly conditioned upon: (a) Defendants receiving from Plaintiff's counsel, (1) this Agreement executed and dated by Plaintiff and approved as to form and content by Plaintiff's counsel; (2) a signed and dated IRS W-9 form from Plaintiff; (4) a signed and dated IRS W-9 form from counsel for Plaintiff's counsel; and (3) the signed and dated Joint Stipulation for Court Approval of Settlement of Civil Action Filed Pursuant to PAGA and Retention of Jurisdiction to Carry Out the Settlement (pursuant to California Code of Civil Procedure section 664.6); and (b) the Court first, (1) entering an order granting the Parties' Joint Stipulation For Court Approval of Settlement of Civil Action Filed Pursuant to PAGA and Retention of Jurisdiction to Carry Out the Settlement and dismissing the Lawsuit as to all claims. Plaintiff agrees to authorize her attorney to execute the above-specified documents and to provide said executed documents to attorneys for Defendants for filing in the Sonoma County Superior Court. Provided the above conditions are met, Defendants will deliver the initial Settlement Payment to Plaintiff's counsel no later than thirty (30) days after the Effective Date (defined below).

2. Joint and Several Liability. Each Defendant is joint and severally liable with each other Defendant to perform all payment and other obligations under this Settlement Agreement.

3. Tax Matters. Plaintiff represents she has not relied on any advice from Defendants or Defendants' counsel regarding tax obligations, if any, arising from the consideration agreed to in this Agreement, whether pursuant to federal, state, or local income tax statutes or regulations or otherwise. Plaintiff acknowledges that neither Defendants nor Defendants' counsel has made any representations concerning the taxability of the agreement or consideration referenced above. Plaintiff further acknowledges that she has been advised to seek and has sought independent advice regarding any tax obligations that might result from the consideration under this Agreement, if any. Plaintiff is solely responsible for reporting the amounts received pursuant to this Agreement to any applicable federal state or local agency as required by law.

4. Stipulated Judgment to be Held in Escrow.

- A. Defendants will sign a stipulated judgment for \$400,000.00 (“Judgment”), in the form attached hereto, which Judgment shall be held in escrow by Rachel M. Terp, Esq. of Terp Law.
- B. Defendants and Plaintiff acknowledge this Judgment is equal to a fair value for Plaintiffs alleged claims. Although Defendants deny liability to Plaintiffs, Defendants and Plaintiff stipulate and agree that the Judgment is not a penalty but is a fair value for the liability that Defendants might incur if Plaintiffs were successful on all causes of action set forth in the underlying Complaint on summary judgment or at trial.
- C. Plaintiff is authorized to file the Judgment with the Court for entry if Defendants fail to timely deliver any portion of the Settlement Payment as set forth in Paragraph 1, against Defendants for the full \$400,000.00, less the portions of the Settlement Payment actually delivered by Defendants and received by Plaintiff. Concurrently herewith, Defendants shall execute in favor of Plaintiff the Stipulated Judgment attached hereto as **Exhibit 1**, which Plaintiff shall hold pending Defendants’ performance of the Agreement. Upon Defendants’ failure to timely deliver any of the Settlement Payments, Plaintiff shall be authorized to file the Stipulated Judgment via *ex parte* notice or noticed motion.

5. Denial of Liability; Costs and Fees. This Agreement is not intended by the Parties to be, and shall not in any way be construed as, an admission by any Defendant that it or any of its owners, officers, directors, shareholders, employees, parents, subsidiaries, affiliates, or agents, has acted wrongfully with respect to Plaintiff or any other person, or that Plaintiff has any rights whatsoever against Defendants. Defendants specifically disclaim that they, 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, Plaintiff or any other person. Each party shall bear its own costs and attorneys’ fees related to the Action and this Agreement, except as expressly indicated herein.

6. Confidentiality. Except as provided for below, Plaintiff and Plaintiff’s 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 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 Plaintiff may disclose such information as is necessary to her spouse, and Plaintiff and her 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 Plaintiff and her 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 first agree to be bound by the terms of this confidentiality provision. In the event the 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 Plaintiff and her 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 Plaintiff and/or her 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 Plaintiff believes her is legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, she shall so notify Defense counsel in writing promptly.

Nothing in this Agreement, including the Confidentiality, Non-disparagement, or Release clauses, restricts or prohibits Plaintiff 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 (“EEOC”), the Department of Labor (“DOL”), the National Labor Relations Board (“NLRB”), the Department of Justice (“DOJ”), the Securities and Exchange Commission (“SEC”), 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, Plaintiff is waiving her right to receive any individual monetary relief resulting from such claims, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Defendants will be entitled to an offset for any payments made pursuant to this Agreement, except where such limitations are prohibited as a matter of law (e.g., under the Sarbanes-Oxley Act of 2002, 18 U.S.C.A. §§ 1514A). Plaintiff does not need the prior authorization of Defendants to engage in such communications with the Regulators, respond to such inquiries from the Regulators, provide confidential information or documents to the Regulators, or make any such reports or disclosures to the Regulators. Plaintiff is not required to notify Defendants that she has engaged in such communications with the Regulators.

7. Non-disparagement. The Parties agree not to disclose to the public or any person, any false or misleading information, any information that reflects negatively upon or otherwise disparages another Party to this Agreement or which may harm the reputation of another Party including, but not limited to, any statements that disparage any product, service, capability, or any other aspect of the business of the Defendants or the Parties, including via social media.

8. Breach of Confidentiality and/or Non-Disparagement Provisions. Plaintiff and Plaintiff’s counsel attorney acknowledge and agree that it would be extremely difficult to ascertain the actual damages resulting from a breach of the confidentiality provision and/or from a breach of the non-disparagement provision. Accordingly, Plaintiff agrees that Plaintiff shall be liable to Defendants for liquidated damages in the sum of Two-Thousand Six-Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$2,666.67) for each breach of the confidentiality provision and in the sum of Two-Thousand Six-Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$2,666.67) for each breach of the non-disparagement provision.

9. Mutual Release of Claims. Plaintiff hereby irrevocably and unconditionally waives and releases and forever discharges Defendants 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 (“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, that accrued or accrue through the date on which Plaintiff signs this Agreement, including

but not limited to any claims for alleged: claims under California's Industrial Welfare Commission Wage Orders, and/or claims under the California Labor Code, including claims for penalties on behalf of Plaintiff 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, discrimination claims, retaliation claims, wrongful termination claims, public policy 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 the California Labor Code, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Equal Pay Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Labor-Management Relations Act, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Employee Retirement Income Security Act of 1974 ("ERISA"). The only exceptions are claims for unemployment insurance compensation, workers' compensation benefits, vested benefits under a plan governed by ERISA, or other claims that cannot be released by private or court-approved agreement under applicable law.

As part of the general release of all claims, Plaintiff is expressly releasing and waiving any and all claims brought and/or her raised by under the PAGA and is settling her individual PAGA claims and ability and standing to prosecute a PAGA representative action. As a condition of this Agreement, Plaintiff represents and agrees that she will not prosecute, proceed with, or initiate any action against Releasees under or based upon the PAGA and further agrees that she lacks standing to pursue any PAGA claims against any Releasees.

Defendants and all related persons, including any of Defendants' present and former officers, directors and employees, agents, parents, subsidiaries, and other affiliated entities, attorneys, insurers, administrators, successors, beneficiaries, executors, estates, assigns, firms, and associations, hereby fully and forever waive and release to the maximum extent permitted by applicable law any and all claims or causes of action, whether known or unknown, against Plaintiff with respect to any matter, including, without limitation, any matter related to Plaintiff's employment with Defendants or the termination of that employment relationship. Defendants agree that the release set forth in this section covers only those claims that arose prior to the date this Agreement is executed, and covers only those claims that may be waived under applicable law.

10. Waiver of Unknown Claims. Plaintiff understands and agrees that the releases provided in this Agreement extend to all rights and claims of every nature and kind as further described above which relate to the Lawsuit, even if unknown or unsuspected, and Plaintiff expressly waives and relinquishes all rights under California Civil Code § 1542, 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.

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that she or her attorneys may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but that she expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her 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 Plaintiff's employment with Defendants, 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.

11. Right to Revoke.

Plaintiff understands and agrees that she:

- (a) Has a full twenty-one (21) days after receipt of this Agreement within which to review and consider the Agreement;
- (b) Is advised to consult with an attorney which she may freely choose prior to executing this Agreement;
- (c) Has carefully read and fully understands the provisions of this Agreement;
- (d) Is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims she has or may come to have against the Releasees, including under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act;
- (e) Is knowingly and voluntarily agreeing to all the terms set forth in this Agreement;
- (f) Has seven (7) days after the execution of this Agreement within which she may revoke this Agreement by delivering to Kelsey L. O'Rourke, Esq. of Perry, Johnson, Anderson, Miller & Moskowitz LLP, 438 First Street, 4th Floor, Santa Rosa, CA 95401, a written communication by herself or her counsel stating that Plaintiff is revoking this Agreement no later than seven (7) days after she executes the Agreement;
- (g) That, because of this revocation period, this Agreement shall not become effective or enforceable until at least the eighth (8th) day following the date Plaintiff executes this Agreement. This Agreement shall only become

effective on the date by which both the revocation period has expired and the Court has entered the Order approving the settlement and dismissing the Lawsuit pursuant to the terms described in this Agreement (the “Effective Date”);

- (h) Is 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) Is, by reason of this Agreement and the release of claims herein, receiving from Defendants good and sufficient consideration in addition to anything of value to which she is already entitled.

12. Applicable Law and Venue. This Agreement is entered into and shall be performed in the County of Sonoma, State of California. Each party consents to the jurisdiction of California in connection with the enforcement of this Agreement. The construction and interpretation of this Agreement shall be governed by the laws of California applicable to contracts made and wholly to be performed in California, and any breach or suspected breach may be enforced pursuant to Code of Civil Procedure section 664.6. The prevailing party in any action resulting from or relating to a breach of this Agreement or enforcement of this Agreement, whether such action be for monetary damages, injunctive relief or any other equitable remedy, shall be entitled to its/her/its costs, including attorneys’ fees. As used in this section, the term “prevailing party” means the party to a lawsuit, arbitration, or other similar proceeding who successfully prosecutes the proceeding or successfully defends against it.

13. Bankruptcy. If prior to full payment of the Settlement Payment, Defendants, or any of them, files bankruptcy or makes an assignment for the benefit of creditors, then such bankruptcy filing or assignment shall be deemed a default hereunder. In the event that Defendants, or any of them, files bankruptcy files a bankruptcy case prior to full payment of the Settlement Payment, then Defendants shall be entitled to file proofs of claim in the bankruptcy action for the maximum amount of its claimed damages allowed under applicable law less any amounts received pursuant to paragraph 1 hereof, and such proofs of claim shall not be limited by the amounts due under paragraph 1 hereof. If, after the filing of any bankruptcy or assignment is made for benefit of creditors, any proceeding is commenced in any court against any of the Defendants to disgorge any portion or all of any Settlement Payment received, the releases granted herein shall be null and void. Further, the parties shall be restored to their *status quo ante*, retain all of their rights under the Bankruptcy Code and applicable non-bankruptcy law, and shall be entitled to assert a claim for the maximum alleged damages.

14. Enforcement and Retention of Jurisdiction. It is the intent of the parties, pursuant to Evidence Code sections 1122(a)(1) and 1123(b) and Code of Civil Procedure section 664.6, that all of the terms of this agreement may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law. The parties hereby expressly request and intend that the Trial Court retain jurisdiction under Code of Civil Procedure section 664.6 with respect to the enforcement of this Settlement Agreement and related proceedings.

15. **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.

16. **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.

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

18. **Negotiation and Advice of Counsel.** The parties acknowledge that they have had a full opportunity both to negotiate the terms of this Agreement and to obtain legal advice from an attorney of their own choosing regarding the terms of this Agreement, the parties' rights and obligations hereunder, and the advisability of entering into this Agreement. The parties represent that they knowingly decided to execute this Agreement based on advice of counsel. This Agreement shall be deemed to have been prepared jointly by the parties, and the rule that the provisions of a document are to be construed against the drafter shall not apply.

19. **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.

20. **Integration.** This Agreement cancels, supersedes and replaces all prior agreements (written, oral or implied-in-fact or in-law) between Plaintiff and Defendants 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.

21. **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.

22. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid as if they were inked originals.

23. **Voluntary Agreement.** Plaintiff understands and agrees that she may be waiving significant legal rights by signing this Agreement, and represents that she has entered into this Agreement voluntarily, after consulting with her attorney(s), with a full understanding of and in agreement with all of its terms.

24. **Authority to Sign; No Prior Assignment of Claims.** 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.

THE TERMS OF THIS SETTLEMENT AND GENERAL RELEASE AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN THE PARTIES. EACH PARTY HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement and General Release.

PLAINTIFF PATRICIA AUGELLO:

Dated: Sep 27, 2022 By: *Patricia Augello*
Patricia Augello (Sep 27, 2022 19:29 PDT)
PATRICIA AUGELLO

FOR WINEBOOKINGS.COM, LLC dba AUTHENTIC VACATIONS:

Dated: _____ By: _____
Its: _____

FOR TOUR PARTNER GROUP LIMITED

Dated: _____ By: _____
Its: _____

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.

THE TERMS OF THIS SETTLEMENT AND GENERAL RELEASE AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN THE PARTIES. EACH PARTY HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement and General Release.

PLAINTIFF PATRICIA AUGELLO:

Dated: _____ By: PATRICIA AUGELLO

FOR WINEBOOKINGS.COM, LLC dba AUTHENTIC VACATIONS:

Sj Russell

Dated: 26th September 2022 By: Simon Russell
Its: CEO

FOR TOUR PARTNER GROUP LIMITED

Sj Russell

Dated: 26th September 2022 By: Simon Russell
Its: International Director

Approved as to Form and Content:

COUNSEL FOR HEATHER BAGGETT

TERP LAW



Dated: 9/27/2022

By: _____

Rachel Terp
COUNSEL FOR PATRICIA AUGELLO

Perry, Johnson, Anderson, Miller and Moskowitz, LLP

Dated: _____

By: _____

Kelsey O'Rourke
Counsel for Defendants

Approved as to Form and Content:

COUNSEL FOR HEATHER BAGGETT

TERP LAW

Dated: _____

By: _____

Rachel Terp
COUNSEL FOR PATRICIA AUGELLO

Perry, Johnson, Anderson, Miller and Moskowitz, LLP

Dated: 9/30/22

By: Kelsey O'Rourke

Kelsey O'Rourke
Counsel for Defendants

Exhibit 1
to PA Settlement Agreement
and General Release

1 RACHEL TERP (SBN 290666)
2 Email: rachel@terplaw.com
3 TERP LAW
4 2831 Telegraph Avenue
5 Oakland, California 94609
6 Telephone: (510) 550-5103

7 *Attorney for Plaintiffs Heather Baggett,*
8 *Jocoya Fox-Jones, and Patricia Augello,*
9 *and the general public*

10 Michael G. Miller, Bar No. 136491
11 Kelsey L. O'Rourke, Bar No. 322676
12 PERRY, JOHNSON, ANDERSON,
13 MILLER & MOSKOWITZ, LLP
14 438 1st Street, 4th Floor
15 Santa Rosa, California 95401
16 Telephone: (707) 525-8800
17 Facsimile: (707) 545-8242
18 Email: miller@perrylaw.net
19 orourke@perrylaw.net

20 SUPERIOR COURT OF CALIFORNIA
21 COUNTY OF SONOMA

22 HEATHER BAGGETT, JOCOYA FOX-
23 JONES, PATRICIA AUGELLO
24 individually, and on behalf of the general
25 public,

26 Plaintiff,

27 vs.

28 WINEBOOKINGS.COM, LLC, dba
AUTHENTIC VACATIONS, TOUR
PARTNER GROUP LIMITED, and
DOES 1 through 10 inclusive,

Defendants.

CASE NO.: SCV-267920

UNLIMITED CIVIL CASE

STIPULATED JUDGMENT

29 Upon consideration of the Settlement Agreement and General Releases entered into by
30 Plaintiffs Heather Baggett, Jocoya Fox-Jones, and Patricia Aguello ("Plaintiffs"), on the one
31 hand, and Defendants Winebookings.Com, LLC and Tour Partner Group Limited, on the other
32 hand, and the Declaration in Support of Entry of Stipulated Judgment Submitted by Plaintiffs'
33 Counsel, JUDGMENT IS HEREBY ENTERED IN FAVOR OF PLAINTIFFS AND
34 AGAINST DEFENDANTS, JOINTLY AND SEVERALLY, AS FOLLOWS:

1 1. Defendants consent to the exercise of the jurisdiction of all California Courts
2 with respect to these proceedings, this Stipulation, and any judgments entered herein.

3 2. Defendants are jointly and severally liable to Plaintiffs, and shall pay Plaintiffs
4 the principal sum of \$400,000 plus statutory interest, enforcement fees and costs in the
5 following amounts, less any amounts previously paid by Defendants to Plaintiffs:

6 (a) \$40,000 in damages incurred by Plaintiff Patricia Augello relating to her wage
7 and hour claims, plus

8 (b) \$60,000 in damages incurred by Plaintiff Jocoya Fox-Jones relating to her wage
9 and hour claims, plus

10 (c) \$50,000 in damages incurred by Plaintiff Heather Baggett relating to her wage
11 and hour claims, plus

12 (d) \$150,000 in damages incurred by Plaintiff Heather Baggett relating to her
13 retaliation claims including lost wages and emotional distress, plus

14 (e) \$100,000 in attorneys' fees, and costs incurred by Plaintiffs,

15 (f) \$_____ in attorneys' fees and costs incurred by Plaintiffs from
16 _____ to the date of default through the date hereof in seeking to enforce the
17 Agreement, plus

18 (g) \$_____ in interest at the rate of 10% per annum on the amounts
19 set forth in paragraphs 1(a) and 1(f) from the date of default through the date
20 hereof, less

21 (h) \$_____ paid by Defendants to Plaintiffs pursuant to the
22 Agreement.

23 2. The amount awarded herein by this Stipulated Judgment shall accrue interest at
24 the legal rate of 10% per annum from the date hereof until paid in full.

25
26 IT IS SO ORDERED.

27
28 DATE: _____

SUPERIOR COURT JUDGE

1 **STIPULATION AGREED TO AS TO FORM AND CONTENT**

2 **PLAINTIFFS:**

3 Date: Sep 27, 2022

4 *Heather Baggett*

5 Heather Baggett (Sep 27, 2022 21:58 PDT)

6 Signature of Heather Baggett

7 Date:

8
9 Signature of Jocoya Fox-Jones

10 Date:

11
12
13 Signature of Patricia Augello

14
15
16 **DEFENDANTS:**

17 **WINEBOOKINGS.COM, LLC.**

18 Date:

19
20
21 Signature of Company Representative

22
23 Printed Name

1 **STIPULATION AGREED TO AS TO FORM AND CONTENT**

2 **PLAINTIFFS:**

3 Date:

4
5 _____
6 Signature of Heather Baggett

7 Date: Sep 27, 2022

8 
9 Jocoya Fox-Jones (Sep 27, 2022 22:44 PDT)
10 _____
11 Signature of Jocoya Fox-Jones

12 Date:

13 _____
14 Signature of Patricia Augello

15
16 **DEFENDANTS:**

17 **WINEBOOKINGS.COM, LLC.**

18 Date:

19
20 _____
21 Signature of Company Representative

22 _____
23 Printed Name

1 **STIPULATION AGREED TO AS TO FORM AND CONTENT**

2 **PLAINTIFFS:**

3 Date:

4
5 _____
6 Signature of Heather Baggett

7 Date:

8
9 _____
10 Signature of Jocoya Fox-Jones

11 Date: Sep 27, 2022

12 *Patricia Angello*
13 Patricia Angello (Sep 27, 2022 19:25 PDT)
14 _____
15 Signature of Patricia Angello

16 **DEFENDANTS:**

17 **WINEBOOKINGS.COM, LLC.**

18 Date:

19
20
21 _____
22 Signature of Company Representative

23 _____
24 Printed Name
25
26
27
28

1 **STIPULATION AGREED TO AS TO FORM AND CONTENT**

2 **PLAINTIFFS:**

3 Date:

4
5 _____
6 Signature of Heather Baggett

7 Date:

8
9 _____
10 Signature of Jocoya Fox-Jones

11 Date:

12
13 _____
14 Signature of Patricia Augello

15
16 **DEFENDANTS:**

17 **WINEBOOKINGS.COM, LLC.**

18 Date: 26th September 2022

19 *Sj Russell*

20
21 _____
22 Signature of Company Representative

23 Simon Russell

24
25 _____
26 Printed Name

1 **TOUR PARTNER GROUP LIMITED**

2 Date: 26th September 2022

3 *Sj Russell*

4 _____
Signature of Company Representative

5
6 Simon Russell
Printed Name

7
8
9 **STIPULATION AGREED TO AS TO FORM**

10 Date: 9/30/2022

11 TERP LAW

12 *Rachel Terp*

13 _____
Signature of Rachel M. Terp, Esq.
14 *Attorney for Plaintiffs*

15 Date: 9/30/22

16
17 PERRY, JOHNSON, ANDERSON, MILLER & MOSKOWITZ LLP

18 *Kelsey O'Rourke*

19 _____
Signature of Kelsey L. O'Rourke, Esq.
20 *Attorney for Defendants*

1 RACHEL TERP, ESQ., State Bar No. 290666
2 Email: rachel@terplaw.com
3 TERP LAW
4 2831 Telegraph Avenue
5 Oakland, CA 94609
6 Tel.: (510) 550-5103
7 Fax: (510) 405-8755

8 *Attorney for Plaintiffs Heather Baggett,*
9 *Jocoya Fox-Jones, and Patricia Augello, and*
10 *the general public*

11
12 SUPERIOR COURT OF CALIFORNIA
13 COUNTY OF SONOMA
14
15

16 HEATHER BAGGETT, JOCOYA FOX-
17 JONES, PATRICIA AUGELLO individually,
18 and on behalf of the general public,

19 Plaintiffs,

20 vs.

21 WINEBOOKINGS.COM, LLC, dba
22 AUTHENTIC VACATIONS, TOUR
23 PARTNER GROUP LIMITED,
24 ALLEGRA LYNCH, MARK LYNCH,
25 and DOES 1 through 10 inclusive,

26 Defendants.

27) CASE NO. SCV-267920

28) **PROOF OF SERVICE**

Complaint Filed: Feb. 26, 2021
Trial Date: TBD

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF ALAMEDA

3 I am employed in the County of Alameda, State of California; I am over the age of 18 years
4 and not a party to the within entitled action; my business address is 2831 Telegraph Avenue, Oakland,
California, 94609.

5 On October 10, 2022, I served the foregoing documents, described as

6
7 • **JOINT STIPULATION FOR COURT APPROVAL OF SETTLEMENT OF CIVIL ACTION**
8 **FILED PURSUANT TO PAGA, AND RETENTION OF JURISDICTION TO CARRY OUT THE**
9 **SETTLEMENT**

on the interested parties to said action by the following means:

12 ☐	(By Facsimile Transmission) By transmitting via facsimile the document(s) listed above to the fax number(s) set forth below.
13 ☐	(By Mail) By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Oakland, California addressed as set forth below.
14 ☐	(By Hand Delivery) By causing a true copy thereof, enclosed in a sealed envelope, to be delivered by hand to the addresses shown below.
15 ☐	(By Overnight Delivery) By placing a true copy thereof, enclosed in a sealed envelope, with delivery charges prepaid, to be sent by Federal Express, addressed as shown below.
16 ☐	(By Personal Service) By personally delivering a true copy thereof, enclosed in a sealed envelope, to the addressees shown below.
17 ☒	(By E-Mail) By electronically transmitting a PDF of each document listed above, addressed as set forth below.

18 I declare under penalty of perjury and under the laws of the State of California that the
19 foregoing is true and correct.

20 Executed on October 10, 2022, at Berkeley, California.

21
22 

23
24 Rachel Terp

25 **NAME AND ADDRESS/EMAIL OF EACH PERSON SERVED:**

26 *Kelsey L. O'Rourke*
27 *PERRY, JOHNSON, ANDERSON, MILLER & MOSKOWITZ LLP*
28 *438 First Street, 4th Floor*
Santa Rosa, CA 95401
Tel: (707) 525-8800 Fax: (707) 545-8242
Email: Orourke@perrylaw.net