Justin F. Marquez, (SBN 262417)
justin@wilshirelawfirm.com
Benjamin H. Haber (SBN 315664)
benjamin@wilshirelawfirm.com
Maxim Gorbunov (SBN 343128)
mgorbunov@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
3055 Wilshire Boulevard, 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
7/30/2024 5:39 PM
By: Griselda Zavala, Deputy Clerk

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

OCTAVIO ABARCA-RUEDA and HUBER ABARCA-RUEDA, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

FOLEY FAMILY WINES, INC., a corporation; FOLEY FAMILY FARMS, LP, a limited partnership; FERRARI-CARANO VINEYARDS AND WINERY, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No. SCV-268148

CLASS ACTION

[*Assigned for all purposes to Hon. Bradford DeMeo, Dept. 17]*

DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFFS' MOTION FINAL APPROVAL OF CLASS ACTION SETTLEMENT

FINAL APPROVAL HEARING
Date: August 21, 2024
Time: 3:00 p.m.
Dept.: 17

Complaint filed: April 7, 2021
FAC filed: December 28, 2023
Trial date: Not set

DECLARATION OF JUSTIN F. MARQUEZ

I, Justin F. Marquez, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiffs Octavio Abarca-Rueda and Huber Abarca-Rueda (collectively, "Plaintiffs"). I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

CASE BACKGROUND

2. This is a wage and hour class action and Private Attorneys General Act ("PAGA") (Labor Code §§ 2699, *et seq.*) representative action. Plaintiffs and putative Class Members worked in California as hourly-paid or non-exempt employees for Defendants during the Class Period. Defendants operate in the wine industry, including the manufacturing and distribution of wine.

3. Plaintiffs allege that Defendants' payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiffs allege that Defendants failed to pay for all hours worked and failed to provide employees with legally compliant meal and rest periods. Based on these allegations, Plaintiffs assert claims against Defendants for failure to pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all final wages at termination, failure to provide accurate itemized wage statements, unfair business practices, and civil penalties under PAGA. Defendants deny these allegations.

4. On April 7, 2021, Plaintiffs filed a putative wage-and-hour class action complaint against Defendants for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

statements (Labor Code § 226); and (7) unfair business practices (Business and Professions Code § 17200 *et seq.*). On January 6, 2022, Plaintiffs filed a First Amended Complaint against adding a claim for civil penalties under "PAGA". Plaintiffs sent a notice to Defendants and the California Labor & Workforce Development Agency ("LWDA") alleging similar wage and hour violations pursuant to the PAGA on April 7, 2021.

5. On November 21, 2023, Plaintiffs filed a joint stipulation seeking leave for Plaintiffs to file the First Amended Complaint, which includes Plaintiffs' PAGA claims as previously noticed to Defendants and the LWDA. On December 28, 2023, Plaintiffs filed their First Amended Complaint adding claims for civil penalties under PAGA.

DISCOVERY, INVESTIGATION, AND SETTLEMENT

6. Following the filing of the Complaint, the Parties exchanged documents and information before mediating this action. Defendants provided documents outlining their wage and hour policies during the class period and produced samplings of time and pay records for class members. Defendants also provided class-wide information, including the total number of current and former employees and workweeks at issue during the class period.

7. After reviewing documents regarding Defendants' wage and hour policies and practices, analyzing Defendants' timekeeping and payroll records, and interviewing Class Members, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendants' maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Class Counsel reviewed these records and prepared a damage analysis prior to mediation. This extensive investigation and discovery allowed Class Counsel to act intelligently and effectively in negotiating the Settlement.

8. On June 14, 2022, the Parties participated in private mediation with experienced class action mediator Tripper Ortman, Esq. The mediation was conducted via Zoom. The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. The Parties went into the mediation willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

appeal if a settlement had not been reached. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiffs' claims and Defendants' defenses, the Parties reached a settlement the material terms of which are encompassed within each Settlement Agreement. Attached as **Exhibit 1** is a true and correct copy of the Joint Stipulation Re: Class Settlement for Defendant Ferrari-Carano ["the "Ferrari-Carano Settlement"] and attached as **Exhibit 2** is a true and correct copy of the Joint Stipulation Re: Class Settlement for Defendants Foley [the "Foley Settlement"].

9. Class Counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendants both to certification and on the merits, trial risk, and appellate risk.

10. The Court granted Plaintiffs' Motion for Preliminary Approval of the Settlement on February 26, 2024. The deadline for class members to opt out or object to the Settlement was June 29, 2024. The reaction of the Class to the settlement has been overwhelmingly positive. Indeed, as of the filing of this Motion, no Class Member has opted out of the settlement, and no Class Members have objected to the settlement.

11. The proposed Settlement Agreement was provided to the LWDA in advance of Plaintiffs filing their Motion for Preliminary Approval.

ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

12. Class Counsel represent that Plaintiffs devoted a great deal of time and work assisting counsel in the case, communicated with counsel very frequently for litigation and to prepare for mediation, and were frequently in contact with Class Counsel during the mediation. Plaintiffs' requested enhancement award is reasonable particularly in light of the substantial benefits Plaintiffs generated for all class members.

13. Throughout this litigation, Plaintiffs, who are former employees of Defendants, have cooperated immensely with my office and has taken many actions to protect the interests of

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

the class. Plaintiffs provided valuable information regarding unpaid overtime, meal period, and rest period claims. Plaintiffs also informed my office of developments and information relevant to this action, participated in decisions concerning this action, made themselves available to answer questions during the mediation, and provided my office with the names and contact information of potential witnesses in this action. Before we filed this case, Plaintiffs provided my office with several documents, including policy documents, and communications from Defendants regarding the claims alleged in this action. The information and documentation provided by Plaintiffs was instrumental in establishing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement Agreement would have been impossible to obtain without Plaintiffs' participation.

14. At the same time, Plaintiffs faced many risks in adding themselves as the class representatives in this matter. Plaintiffs faced actual risks with their future employment, as putting themselves on public record in an employment lawsuit could also very well affect their likelihood for future employment. Furthermore, as part of this settlement, Plaintiffs are executing a general release of all claims against Defendants.

15. In turn, class members will now have the opportunity to participate in a settlement, reimbursing them for alleged wage violations they may have never known about on their own or been willing to pursue on their own. If these class members would have each tried to pursue their legal remedies on their own, that would have resulted in each having to expend a significant amount of their own monetary resources and time, which were obviated by Plaintiffs putting themselves on the line on behalf of these other class members.

16. In the final analysis, this class action would not have been possible without the aid of Plaintiffs, who put their own time and effort into this litigation, sacrificed the value of their own individual claims, and placed themselves at risk for the sake of the class members. The requested enhancement awards for Plaintiffs for their service as the class representatives and for their general release of all individual claims is a relatively small amount of money when the time and effort put into the litigation are considered and in comparison to enhancements granted in other class actions. The requested incentive award is therefore reasonable to compensate Plaintiffs for their active

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation*, et al., No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class members were misclassified as exempt outside salespersons, I was co-lead Class Counsel and helped negotiate a $2.5 million class action settlement for 339 class members, and the court approved a $25,000.00 class representative incentive award for each named plaintiff.

THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

17. The settlement provides for attorney's fees and costs to Class Counsel in an amount up to 33 and 1/3% of the Gross Settlement Amount, plus reasonable litigation expenses of up to $20,000.00.

18. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

Person	Role	Hours	Rate	Lodestar
Justin F. Marquez	Senior Partner (14+ years)	41	$1,500	$61,500
Benjamin H. Haber	Associate Attorney (7th Year)	79	$775	$61,225
Arrash Fattahi	Associate Attorney (4th Year)	36	$650	$23,400
Maxim Gorbunov	Associate Attorney (3rd Year)	32	$600	$19,200
Bradford Smith	Settlement Attorney (2nd Year)	14	$550	$7,700
Min Jee Kim	Senior Paralegal	24	$200	$4,800
Rebecca Padilla	Paralegal	21	$175	$3,675
Total:		**247**		**$181,500**

19. Class Counsel has spent over 247 hours litigating this Action to bring it to resolution, not including time which will be expended monitoring the administration of the settlement and distribution of funds to the Class Members. The efforts expended by Plaintiffs' counsel to achieve this result include, but are not limited to, the following:

a. the investigation of the matter, including meeting with Plaintiffs, reviewing Defendants' policies, and requesting and reviewing Plaintiffs' time and pay records, personnel files, and exploring the corporate structure of Defendants;

b. filing the Action;

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

c. attending status conferences and meeting and conferring with Defendants regarding the case;

d. drafting written formal discovery;

e. meeting and conferring with Defendants regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;

f. selecting a mediator and mediation date;

g. working with opposing counsel and an expert consultant for the receipt of a representative sampling and analyzing the same with the aid of expert consultant and Plaintiffs to perform analyses of liability and exposure prior to attendance of the mediation in this matter;

h. reviewing policy documents from Defendants and researching applicable defenses;

i. preparation of a mediation brief and damages model for use at mediation;

j. attendance at mediation by all Parties and Counsel;

k. communicating with Plaintiffs who requested updates or other information regarding this matter;

l. engaging in settlement negotiations, followed by finalizing and fully executing the settlement agreement;

m. preparing and assisting in the drafting of the Motion for Preliminary Approval and supporting documents.

n. communicating with class members who sought additional information regarding the settlement, including answering questions regarding the settlement and obtaining updated addresses from class members for purposes of receiving the class notices and administering the settlement checks;

o. communicating with the Settlement Administrator to ensure the Class Notice was properly distributed and engaging in extensive follow-up communications with the Settlement Administrator regarding class members who sought additional information about the Settlement; and

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

p. preparing the instant Motion for Final Approval and supporting documents.

20. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Class Counsel's request for attorney's fees.

21. We can provide additional billing records in the event the Court requests them, but would request the opportunity to redact attorney-client privileged information and any other privileged information.

22. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

23. It is further estimated that my office will need to expend at least another 25 to 40 hours to monitor the process leading up to payments made to the class. My office also bears the risk of taking whatever actions are necessary if Defendants fail to pay.

24. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. Indeed, I have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having certification denied or the defendant company going bankrupt. The contingent risk in these types of cases is very real and they do occur regularly. Furthermore, we were precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

25. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm, PLC is taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

as to be able to continue representing other individuals in civil rights employment disputes.

26. As of the drafting of this motion, my office has incurred around $17,716.02 in expenses litigating this action, and we anticipate accruing additional costs up to Final Approval of the Settlement. These expenses were reasonably necessary to the litigation and were actually incurred by my office. We also anticipate additional costs in the amount of $300.00, which includes the costs for filing Plaintiffs' Motion for Final Approval, the distribution compliance report, and appearing at the hearing. Accordingly, my office respectfully requests reimbursements of $18,016.02 in expenses, which should be reimbursed in full. Attached as **Exhibit 3** is a list of the costs and the categories of costs for the costs incurred in this case to date.

PLAINTIFFS' COUNSEL'S EXPERIENCE AND QUALIFICATIONS

27. Wilshire Law Firm, PLC was selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms for every year since 2020 and is comprised of over 70 attorneys and over 500 employees. Wilshire Law Firm, PLC is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

28. Wilshire Law Firm, PLC is qualified to handle this litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm, PLC has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as numerous class actions involving consumer rights and data privacy litigation.

29. I graduated from the University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in 2008.

30. My practice is focused on advocating for the rights of consumers and employees in class action litigation and appellate litigation. I am currently the primary attorney in charge of litigating several class action cases in state and federal courts across the United States.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

31. I have received numerous awards for my legal work. From 2017 to 2020, Super Lawyers selected me as a "Southern California Rising Star," and from 2022 to 2024, I was selected as a "Southern California Super Lawyer." I was selected as one of the "Best Lawyers in America" in 2023 and 2024. In 2016 and 2017, the National Trial Lawyers selected me as a "Top 40 Under 40" attorney. In 2024, I, along with my colleagues at Wilshire Law Firm, received a CLAY (California Lawyer Attorneys of the Year) award for my work on a false advertising case against Apple which ultimately led to a $25 million settlement. I am also rated 10.0 ("Superb") by Avvo.com.

32. I am on the California Employment Lawyers Association ("CELA")'s Wage and Hour Committee and Mentor Committee. I have been selected to speak at multiple CELA conferences throughout my career – in 2019, I spoke on the topic of manageability of class actions at CELA's 2019 Advanced Wage & Hour Seminar, and in 2024, I spoke on the topic of dealings with multiple cases against the same defendant at CELA's 2024 Advanced Wage & Hour Seminar. Since 2013, I have actively mentored young attorneys through CELA's mentorship program.

33. I am also a past member of the Consumer Attorneys of California ("CAOC"). In 2020, I was selected for a position on CAOC's Board of Directors. I am also a past member of CAOC's Diversity Committee, and I helped assist the CAOC in defeating bills that harm employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for CAOC, in defeating AB 443, which proposed legislation that sought to limit the enforceability of California Labor Code § 226.

34. As the attorney responsible for day-to-day management of this matter at the Wilshire Law Firm, PLC, I have over fourteen years of experience with litigating wage and hour class actions. Over the last fourteen years, I have managed and assisted with the litigation and settlement of several wage and hour class actions. In those class actions, I performed similar tasks as those performed in the course of prosecuting this action. My litigation experience includes:

a. I served as lead or co-lead in negotiating class action settlements worth over $10 million in gross recovery to class members for each year since 2020, including over $37.5 million in 2022 and over $75 million in 2023.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

b. I led a team of attorneys that successfully obtained class certification of meal period, rest period, and related derivative claims on April 5, 2024 in *Aguilar-Flores, et al., v. Javier's CC LLC, et al.,* Los Angeles Superior Court, Case No. 19STCV36438 (Hon. Elihu M. Berle).

c. I was part of the team of attorneys that prevailed in *Moore v. Centrelake Medical Group, Inc*. (2022) 83 Cal.App.5th 515, the first California appellate decision in a data breach class action holding that consumer plaintiffs adequately alleged injury in fact under the benefit of the bargain theory and monitoring-costs theory.

d. In 2023, Top Verdict recognized Wilshire Law Firm and myself for having one case in the Top 20 Labor & Employment Settlements (including number 15 for the $3.5 million settlement in Black & Decker Wage and Hour Cases) and three additional cases in the Top 50 Labor & Employment Settlements (number 21, 29, and 39).

e. In 2022, Top Verdict recognized Wilshire Law Firm and myself for having one case in the Top 20 Labor & Employment Settlements (including number 19 for the $4.1 million settlement in The FPI Management Wage and Hour Cases) and four additional cases in the Top 50 Labor & Employment Settlements (numbers 36, 39, 41, and 49).

f. In 2021, Top Verdict recognized Wilshire Law Firm and myself for having one case in the Top 20 Labor & Employment Settlements (including number 19 for the $1.6 million settlement in *Moreno v. Pretium Packaging, L.L.C*) and four additional cases in the Top 50 Labor & Employment Settlements (numbers 27, 30, 33, and 37).

g. To my knowledge, I am the only attorney to appear on each of the following Top Verdict lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20 Labor & Employment Settlements, and Top 50 Class Action Settlements.

h. As lead counsel, on April 29, 2021, I prevailed against CVS Pharmacy, Inc. by

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

winning class certification on behalf of hundreds of thousands of consumers for misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct. C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).

i. As lead counsel, I prevailed against Bank of America by: winning class certification on behalf of thousands of employees for California Labor Code violations; defeating appellate review of the court's order certifying the class; defeating summary judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.* (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2, 2018).). The decision certifying the class in *Frausto* is also discussed in Class Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call Center Employees for Violation of State Law Wage and Hour Rules, 35 A.L.R. Fed. 3d Art. 8.

j. I was the primary author of the class certification and expert briefs in *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action for over 40,000 class members for off-the-clock, meal period, split shift, and reimbursement claims. *ABM Industries Overtime Cases* is the first published California appellate authority to hold that an employer's "auto-deduct policy for meal breaks in light of the recordkeeping requirements for California employers is also an issue amenable to classwide resolution." (*Id.* at p. 310.)[1] Notably, the Court of Appeal also held that expert analysis of timekeeping records can also support the predominance requirement for class certification. (*Id.* at p. 310-11.) In 2021, the case settled for $140 million, making it one of the largest ever wage and hour class action settlements for hourly-paid employees in California.

[1] As a California district court observed before the *ABM Industries Overtime* decision, "[t]he case law regarding certification of auto-deduct classes is mixed." (*Wilson v. TE Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

k. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d 1057. The Ninth Circuit ruled in my client's favor and held that non-class claims under California's Private Attorney Generals Act ("PAGA") cannot be used to calculate the amount in controversy under the Class Action Fairness Act ("CAFA"). This case is cited in several leading treatises such as Wright & Miller's Federal Practice & Procedure, and Newberg on Class Actions. In October 2016, the U.S. Supreme Court denied review of a case that primarily concerned Yocupicio. That effort was led by Theodore J. Boutrous, who brought the cert petition, with amicus support from a brief authored by Andrew J. Pincus.[2] Considering that leading Supreme Court practitioners from the class action defense bar were very motivated in undermining Yocupicio case, but failed, this demonstrates the national importance of the Yocupicio decision.

l. On December 13, 2018, the United States District Court granted final approval of the $2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in which I served as lead counsel. In doing so, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators." (Id. at p. *10.)

m. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a reported decision permitting class-wide discovery even though the employer has a lawful policy because "[t]he fact that a company has a policy of not violating the law does not mean that the employees follow it, which is the issue here." The court also ordered Defendants to pay for the cost of *Belaire-West* notice.

n. In 2013, I represented a whistleblower that reported that his former employer was defrauding the State of California with the help of bribes to public

[2] http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

employees. The case, a false claims (qui tam) action, resulted in the arrest and criminal prosecution of State of California employees by the California Attorney General's Office.

o. In 2013, I was part of a team of attorneys that obtained conditional certification for over 2,000,000 class members in a federal labor law case for misclassification of independent contractors that did crowdsourced work on the Internet, *Otey v. CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the following pro-plaintiff reported decisions:

1) 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding that an unaccepted Rule 68 offer doesn't moot plaintiff's claims, and granting plaintiff's motion to strike Defendants' affirmative defenses based on *Twombly/Iqbal*).

2) 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting conditional collective certification).

3) 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the magistrate judge's discovery ruling which held that "evidence of other sources of income is irrelevant to the question of whether a plaintiff is an employee within the meaning of the FLSA").

4) 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad discovery because "an FLSA plaintiff is entitled to discovery from locations where he never worked if he can provide some evidence to indicate company-wide violations").

p. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, *Linares v. Securitas Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

35. My current contingent billing rate of $1,500 per hour is consistent with my actual billing rate for paid legal industry consulting services, my practice area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received, legal market and accepted hourly rates:

a. I have been paid for legal industry consulting services at $1,500 per hour by Gerson Lehrman Group (GLG), a company that provides financial information and advises investors and consultants with business clients seeking expert advice. GLG is one of the largest companies that provides expert consulting services. GLG's clients include corporations, hedge funds, private equity firms, and consulting firms. I have worked with GLG on numerous occasions at a rate of $1,500 per hour, including on three recent occasions in October and November of 2023.

b. On January 11, 2024, the Hon. Laurel Beeler of the United States District Court, Northern District of California approved my $1,500 hourly rate when she granted final approval of the class action settlement in *Suarez v. Bank of America, N.A.* (N.D. Cal. Jan. 11, 2024), No. 18-cv-01202-LB, 2024 WL150721, *3 ("As for the lodestar cross-check, the billing rates are normal and customary for timekeepers with similar qualifications and experience in the relevant market.")

c. My $1,500 hourly rate was approved by many California state courts:

1) On December 8, 2023, the Hon. Marcella O. McLaughlin of the San Diego County Superior Court approved my $1,500 hourly rate when she granted final approval of the class action settlement in *Payabyab v. Bridge Hospice, LLC,* Case No. 7-2021-00046218-CU-OE-CTL.

2) On January 11, 2024, the Hon. Harold Hopp of the Riverside County Superior Court approved my $1,500 hourly rate when he granted final approval of the class action settlement in *Gutierrez v.*

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

Next Level Door & Millwork, Inc., Case No. CVRI2105455.

3) On January 19, 2024, the Hon. Lauri A. Damrell of the Sacramento County Superior Court approved my $1,500 hourly rate when she granted final approval of the class action settlement in *Sunshine Retirement Wage and Hour Cases,* Case No. JCCP 5247.

4) On January 26, 2024, the Hon. Loren G. Freestone of the San Diego Superior Court approved my $1,500 hourly rate when he granted final approval of the class action settlement in *Lupercio v. Western CNC, Inc*., Case No. 37-2021-00010314-CU-OE-CTL.

5) On February 1, 2024, the Hon. Joseph T. Ortiz of the San Bernardino Court approved by $1,500 hourly rate when he granted final approval of the class action settlement in *Jackson, et al. v. Apple Valley Communications, Inc.*, et al., Case No. CIVSB2124721.

6) On February 2, 2024, the Hon. Harold Hopp of the Riverside County Superior Court approved by $1,500 hourly rate when he granted final approval of the class action settlement in *Barrera v. Paradise Chevrolet Cadillac,* Case No. CVSW2107199.

7) On January 11, 2024, the Hon. Harold Hopp of the Riverside County Superior Court approved my $1,500 hourly rate when he granted final approval of the class action settlement in *Gutierrez v. Next Level Door & Millwork, Inc.,* No. CVRI2105455.

8) On May 7, 2024, the Hon. Elaine Lu of the Los Angeles County Superior Court approved my $1,500 hourly rate when she granted final approval of the class action settlement in *Meza v. Argus Management Company, LLC, et al.,* Case No. 21STCV31612.

9) On May 6, 2022, the Hon. Jay A. Garcia-Gregory of the United States District Court in Puerto Rico approved my $850 hourly rate when he

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

granted final approval of the class action settlement in *Serrano v. Inmediata Corp.,* No. 3:19-cv-01811-JAG, Dkt. 57 (U.S. Dist. Ct. P.R. May 6, 2022).

d. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court approved my $800 hourly rate when he granted final approval of the class action settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-01066522-CU-OE-CXC.

e. On August 6, 2021, the Hon. Stanley Blumenfeld, Jr. of the United States District Court granted final approval of the $1,600,000 class action settlement in *Carlos Moreno v. Pretium Packaging, Inc*. (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB-DFM, 2021 WL 3673845 in which I served as lead counsel. In doing so, the Court approved my then $750 hourly rate after finding it was "reasonable, given the qualifications of the attorneys who worked on this matter." (*Id.* at p. *3.)

36. The reasonableness of my firm's hourly rates is also supported by several surveys of legal rates, including the following:

a. The 2022 Real Rate Report survey compiled by Wolters Kluwer, which presents the real market rates of Los Angeles area attorneys who practice litigation. For that category, the third quartile 2022 rate was $1,045 per hour for partners and $855 for associates. Likewise, page 32 of the Report describes the rates charged by 183 Los Angeles partners with "21 or more years of experience" and "Fewer than 21 years." For those categories, the third quartile Los Angeles partner rate in 2022 were $1,133 per hour for 21 or more years and $1,075 for attorneys with fewer than 21 years. A true and correct copy of portions of the 2022 Real Rate Report is attached hereto as **Exhibit 4**.

b. In an article entitled "Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the $2,000-per hour

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 5.**

37. Benjamin H. Haber is a seventh-year Associate Attorney at Wilshire Law Firm. His current hourly rate is $775. He graduated from the University of California, Los Angeles, with a Bachelor of Arts in Political Science, and received his Juris Doctor from the University of California, Hastings College of the Law in 2016. During law school, he was a member of the executive board for the Hastings Law Journal and student mediator at the San Francisco Superior Court, Small Claims Division. He was admitted to practice law in the State of California in 2017. Since graduating from law school, he has focused his legal work primarily on wage-and-hour litigation and has helped obtain dozens of settlements on behalf of tens of thousands of workers in California. He was also selected as a "Southern California Rising Star" in 2024.

38. Arrash T. Fattahi is a third-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California and the Central and Southern Districts of California in January 2021. Arrash graduated from the University of California, Los Angeles, with a Bachelor of Arts in Political Science, *summa cum laude*. He received his Juris Doctor from The George Washington University Law School. During law school, he was a member of the student editorial board for the *Federal Circuit Bar Journal*. Since January 2021, his practice has mainly been focused on wage and hour class action litigation. His current contingent billing rate for this case is $650 per hour

39. Maxim Gorbunov is a third-year Associate Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California in 2021, the Northern and Central District of California in 2022, and the Southern and Eastern Districts of California in 2023. He graduated from the University of California, Irvine, with a Bachelor of Arts in Cognitive Science, completing the Psychology Honors Program. He received his Juris Doctor from the University of California, Hastings College of Law in 2021. During law school, he was a Board Member, competitor, and student coach of the Hastings Moot Court Team, being awarded the Student Coach of the Year award. Since November 2021, his practice has mainly been focused on employment and wage and hour class actions. His current contingent billing rate for this case is $600 per hour.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

40. Bradford Smith is a Law and Motion Attorney at Wilshire Law Firm. He graduated from the University of California, Irvine with a Bachelor of Arts in History and received his Juris Doctor from Loyola Law School, Los Angeles in 2022. He was admitted to practice law in the State of California in 2022. Before joining Wilshire Law Firm, he worked at a law firm specializing in insurance defense litigation. His focus now is on wage and hour class action litigation. His current contingent billing rate for this case is $550 per hour.

41. Min Jee Kim is a Senior Paralegal at Wilshire Law Firm with eleven years of experience working at law firms, including over five years of experience working on class action cases. She is a graduate of the University of California, San Diego with a Bachelor's of Arts degree in Economics. Her current contingent billing rate for this case is $200 per hour.

42. Rebecca Padilla is a Paralegal at Wilshire Law Firm with six years of experience working at law firms, including over two years of experience working on class action cases. She is a graduate of the California State University, Northridge with a Bachelor of Science degree in Business Administration – Business Law. Her current contingent billing rate for this case is $175 per hour.

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

Executed on July 30, 2024, in Los Angeles, California.

Justin F. Marquez

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

Exhibit 1

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Benjamin H. Haber (SBN 315664)
benjamin@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
afattahi@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

Linda Moroney (SBN 172668)
lmoroney@grsm.com
Amber A. Eklof (SBN 305750)
aeklof@grsm.com
Roy Mick Rubio (SBN 285588)
mrubio@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
275 Battery Street, Suite 2000
San Francisco, California 94111
Telephone: (415) 875-4242
Facsimile: (415) 986-8054

Attorneys for Defendant
Ferrari-Carano Vineyards and Winery, LLC

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

OCTAVIO ABARCA-RUEDA and HUBER ABARCA-RUEDA, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

FOLEY FAMILY WINES, INC., a corporation; FOLEY FAMILY FARMS, LP, a limited partnership; FERRARI-CARANO VINEYARDS AND WINERY, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: SCV-268148

CLASS ACTION

[Hon. Bradford DeMeo, Courtroom 17]

JOINT STIPULATION RE: CLASS SETTLEMENT

Complaint filed: April 7, 2021
Trial date: Not set

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

This Joint Stipulation Re: Class Settlement is made by and between the Named Plaintiffs, OCTAVIO ABARCA-RUEDA and HUBER ABARCA-RUEDA ("Plaintiffs"), on their own behalf and on behalf of all members of the Settlement Class, as defined below, and Defendant FERRARI-CARANO VINEYARDS AND WINERY, LLC ("Defendant," and together with Plaintiffs, the "Parties"), in the lawsuit entitled *Octavio Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, filed in the Sonoma County Superior Court, Case No. SCV-268148. This Joint Stipulation Re: Class Settlement resolves all claims that were asserted or could have been asserted against Defendant pertaining to the claims in the Litigation.

I. DEFINITIONS

A. Administrative Costs. All administrative costs of settlement, including cost of notice to the Settlement Class, claims administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Joint Stipulation Re: Class Settlement.

B. Settlement Agreement. The terms "Settlement Agreement" or "Agreement" are used synonymously herein to mean this Joint Stipulation Re: Class Settlement.

C. Class Counsel. The term "Class Counsel" as used herein means: WILSHIRE LAW FIRM, PLC and all the lawyers of the firm acting on behalf of Named Plaintiffs and the Settlement Class. The term Class Counsel shall be used synonymously with the term Plaintiffs' Counsel.

D. Court. The term "Court" as used herein means the Superior Court of the State of California for the County of Sonoma.

E. Final. The term "Final" means: (1) the date of final affirmation of the Final Approval Order from any appeal, the expiration of the time for, or the denial of, a petition to review the Final Approval Order, or if review is granted, the date of final affirmation of the Final Approval Order following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final Approval Order or the final dismissal of any proceeding to review the Final Approval Order, provided that the Final Approval Order is affirmed and/or not reversed in any part; or (3) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Court's Final Approval Order, as determined under Rule 8.104(a)(3) of the California Rules of Court.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

F. Date of Final Approval. The terms "Date of Final Approval" or "Final Approval Order" as used herein mean the final formal judgment entered by the Court at the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

G. Defendant. The term "Defendant" as used herein means FERRARI-CARANO VINEYARDS AND WINERY, LLC.

H. Employer Taxes. Employer-funded taxes and contributions imposed on the wage portions of the Settlement Payment under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state taxes and contributions required of employers, such as for unemployment insurance.

I. Litigation. The term "Litigation" as used herein means the action filed in Sonoma County Superior Court, Case No. SCV-268148.

J. Named Plaintiffs. The term "Named Plaintiffs" as used herein means OCTAVIO ABARCA-RUEDA and HUBER ABARCA-RUEDA.

K. Net Settlement Fund. The term "Net Settlement Amount" or "Net Settlement Fund" as used herein means the Settlement Amount minus any award of attorneys' fees and Litigation costs, Administrative Costs, enhancements to the Named Plaintiffs, and penalties recoverable pursuant to California's Private Attorneys General Act ("PAGA") (the "PAGA Settlement"), and as provided in Sections VIII, XIII, XIV, XV, and XVI, respectively.

L. Participating Class Members. The term "Participating Class Members" as used herein means all Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.

M. Participating PAGA Members. The term "Participating PAGA Members" means all Participating Class Members who worked for Defendant from April 7, 2020 through August 25, 2020.

N. Net Settlement Payments. The term "Net Settlement Payment(s)" shall include payments made to the Settlement Class as part of the Settlement, including wages, penalties and interest.

O. Settlement. The term "Settlement" as used herein means this Agreement to resolve

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

the Litigation.

P. Settlement Administrator. The term "Settlement Administrator" as used herein means Simpluris Class Action Settlement Administration, which will be responsible for the administration of the Settlement Amount, as defined below, and all related matters.

Q. Settlement Amount. The term "Settlement Amount" as used herein means the sum of Seven-Hundred and Fifty Thousand Dollars and Zero Cents ($750,000.00). This is the gross amount Defendant can be required to pay under this Settlement Agreement. The Settlement Amount includes: (1) the Net Settlement Payments to be paid to Participating Class Members; (2) Court-approved attorneys' fees and Litigation costs pursuant to Section XIII; (3) enhancements to the Named Plaintiffs, as approved by the Court; (4) the Administrative Costs, as approved by the Court; (5) the PAGA Settlement to the California Labor & Workforce Development Agency ("LWDA") and to Participating PAGA Members, as approved by the Court; (6) any statutory penalties; and (7) interest. This is a non-reversionary settlement, so no part of the settlement funds will revert back to Defendant.

R. Settlement Class. For settlement purposes only, the Parties agree to the certification of a class pursuant to California *Code of Civil Procedure* § 382 defined as:

> All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee during the Settlement Period (together, collectively referred to as the "Class Members").

S. Settlement Period. The term "Settlement Period" as used herein means the period from April 7, 2017 through August 25, 2020.

T. PAGA Period. The term "PAGA Period" as used herein means the period from April 8, 2020 through August 25, 2020.

U. Aggrieved Employees. The term "Aggrieved Employees" as used herein means all persons who worked for Defendant in California as an hourly-paid or non-exempt employee during the PAGA Period.

II. BACKGROUND

A. In the Litigation, the Named Plaintiffs allege, *inter alia*, on behalf of themselves and

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

all others similarly situated, that Defendant violated California state wage and hour laws, the California *Business and Professions Code* Section 17200, *et seq.*, and the PAGA, as a result of Defendant's California wage and hour policies and practices. Specifically, Named Plaintiffs allege that Defendant failed to pay its employees at or above the applicable minimum wage rates, failed to provide regular, overtime, and double time pay, failed to provide meal breaks (including first and second meal breaks), and failed to authorize and permit legally compliant rest breaks each day based on the hours worked by each employee. Named Plaintiffs further alleged that the aforementioned resulted in the employees receiving inaccurate wage statements, and the underpayment of wages to employees upon termination and/or resignation.

Class Counsel conducted informal discovery concerning the claims set forth in the Litigation, such as a sample of class member timekeeping and payroll records, Defendant's policies and procedures concerning the payment of wages, the provision of meal and rest breaks, issuance of wage statements, and providing all wages at separation, as well as information regarding the number of putative class members, the wage rates in effect, and the amount of meal and rest period premium wages paid to class members.

B. Named Plaintiffs and Class Counsel have engaged in good faith, arms-length negotiations with Defendant concerning possible settlement of the claims asserted in the Litigation. The Parties participated in a full day of mediation before Tripper Ortman, Esq., a well-respected wage and hour class action mediator, that resulted in a tentative settlement of the Litigation, subject to the approval of the Court, and finalization of a formal Joint Stipulation Re: Class Settlement. The Parties have engaged in extensive negotiations about the terms and conditions of the Settlement at the mediation and subsequent thereto. The Parties have now formalized the Settlement Agreement for submission to the Court for Preliminary and Final Approval.

C. Class Counsel has conducted an investigation of the law and facts relating to the claims asserted in the Litigation and has concluded, taking into account the sharply contested issues involved, the defenses asserted by Defendant, the expense and time necessary to pursue the Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

received by the Named Plaintiffs and the members of the Settlement Class pursuant to this Agreement, that a settlement with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class. Named Plaintiffs, on their own behalf and on behalf of the Settlement Class, have agreed to settle the Litigation with Defendant on the terms set forth herein.

D. Defendant has concluded that, because of the substantial expense of defending against the Litigation, the length of time necessary to resolve the issues presented herein, and the inconvenience involved, it is in the Parties best interests to accept the terms of this Agreement. However, Defendant denies each of the allegations and claims asserted against Defendant in the Litigation, denies the claims are suitable for class treatment and that Plaintiffs are adequate class representatives. Defendant nevertheless desires to settle the Litigation for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Litigation.

E. This Agreement is intended to and does effectuate the full, final and complete settlement of all allegations and claims that were asserted, or could have been asserted, in the Litigation by Named Plaintiffs and members of the Settlement Class as set forth in Section II(A).

III. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this Litigation. The Litigation includes claims that, while Defendant denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to California *Code of Civil Procedure* Section 664.6 the Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with the terms set forth herein.

IV. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of this Settlement Class for purposes of Settlement only. This Stipulation is contingent upon the Preliminary and Final Approval and certification of the Settlement Class only for purposes of Settlement. Should the Settlement not become final, for

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Litigation. Defendant expressly reserves the right to oppose class certification and/or proactively move to deny certification should this Settlement be modified or reversed on appeal or otherwise not become final.

V. MOTION FOR PRELIMINARY APPROVAL

Named Plaintiffs will bring a motion before the Court for an order preliminarily approving the Settlement including the Notice of Proposed Class Action Settlement and Workweek Dispute Form, which are attached hereto as **Exhibits** "**A**" and "**B**," respectively, and including certification of the Settlement Class for settlement purposes only.

The date that the Court grants Preliminary Approval of this Agreement will be the "Preliminary Approval Date." Class Counsel will prepare the Motion for Preliminary Approval and will provide Defendant's counsel the opportunity to review it and provide input before it is filed. On the same date on which it is filed with the Court, Class Counsel shall concurrently submit the Motion for Preliminary Approval to the LWDA in compliance with Labor Code § 2698, *et seq*., the PAGA.

VI. STATEMENT OF NO ADMISSION

A. Defendant denies liability to Named Plaintiffs and to the Settlement Class for any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against Defendant in the Litigation.

B. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement or the Settlement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with implementation of the Settlement.

C. None of the documents produced or created by Named Plaintiffs or the Settlement Class in connection with the claims procedures or claims settlement procedures constitute, and they are not intended to constitute, an admission by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

D. The Parties agree that class certification pursuant to California *Code of Civil Procedure* Section 382 under the terms of this Agreement is for settlement purposes only. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any class should be certified or given collective treatment in the Litigation or in any other action or proceeding. Further, neither this Agreement nor the Court's actions with regard to this Agreement will be admissible in any court or other tribunal regarding the propriety of class certification or collective treatment. In the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named Plaintiffs will not be deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the Litigation, and Defendant will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Litigation.

VII. WAIVER, RELEASE AND CONFIDENTIALITY

A. Release as to All Settlement Class Members.

Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in Section I(E) above), Named Plaintiffs and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release, discharge, and promise never to assert in any forum any and all wage-related claims that

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

were alleged in the Litigation or which could have been alleged in the Litigation based on the facts asserted in the Litigation arising during the Settlement Period against Defendant and its respective predecessors, successors, and assigns, parent companies, subsidiaries, affiliates, shareholders, members, agents, investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees (collectively, the "Released Parties"), including the following claims: (1) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay all wages of any kind, including any minimum or straight time wages, owed pursuant to California Labor Code §§ 204, 510, 1174, 1194, 1194.2, and 1197, the California Industrial Welfare Commission ("IWC") Wage Orders, or any comparable federal statute under any theory of liability; (2) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay overtime or double time wages owed pursuant to California Labor Code §§ 204, 510, 558, 1194, and 1198, the IWC Wage Orders, or any comparable federal statute under any theory of liability; (3) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to provide meal periods pursuant to California Labor Code §§ 226.7, 512, and 558, and the IWC Wage Orders; (4) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to provide rest periods pursuant to California Labor Code § 226.7, 512, and 558, and the IWC Wage Orders; (5) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay all wages owed to employees upon their separation of employment pursuant to California Labor Code §§ 201-204, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198; (6) all claims alleged in the operative complaint, under any legal theory of liability, for any penalties of any kind arising from an alleged wage statement violation pursuant to California Labor Code §§ 226, 226.7, 512, 558, 1174, and 1174.5; and (7) all claims alleged in the operative complaint, under any legal theory of liability, for violation of Business & Professions Code §§ 17200, *et seq*. The release includes all associated claims for restitution and other equitable relief, liquated damages, punitive damages, attorneys' fees and costs, and other civil penalties. The release will run from April 7, 2017 through August 25, 2020, and will be effective upon final approval of the settlement.

B. Release as to the PAGA Claims.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in Section I(E) above), Named Plaintiffs, the Aggrieved Employees and the LWDA fully and finally release the Released Parties from all PAGA Released Claims, as defined herein. "PAGA Released Claims" means any and all claims alleged in the PAGA letter to the LWDA and any amendments thereto, any and all claims alleged in the Litigation arising under PAGA during the PAGA Period, and all claims arising from or related to the facts or primary rights as those alleged in the Litigation arising under PAGA during the PAGA Period, and includes all claims under PAGA arising during the PAGA Period associated with all claims against the Released Parties for or arising in connection with (1) unpaid wages, including failure to pay minimum wages; failure to pay straight time compensation, overtime compensation, double-time compensation, and/or interest; the calculation of the regular rate of pay; payment for all hours worked, including off-the-clock work; (2) missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged failure to pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; (3) failure to timely pay wages upon discharge or quitting; (4) inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; (5) any claim for unfair business practices arising out of or related to any or all of the aforementioned factual allegations; (6) any claim for penalties arising out of or related to any or all of the aforementioned factual allegations, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and (7) attorneys' fees and costs under Labor Code sections 201-203, 204, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699.

C. General Release by Named Plaintiffs Only.

In addition to the release made in Section VII(A) and (B), Named Plaintiffs makes the additional following general release of all claims, known or unknown. Named Plaintiffs release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with Named Plaintiffs' employment with Defendant as well as any and all acts

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

or omissions by or on the part of Defendant. (The release set forth in this Paragraph C shall be referred to hereinafter as the "General Release.")

With respect to the General Release, Named Plaintiffs stipulate and agree that, upon the Date of Final Approval, Named Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> **"SECTION 1542. [CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.] 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."**

Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

D. Confidentiality.

The Parties and their counsel agree to keep the Settlement, the Settlement-related documents, and their Settlement negotiations confidential, and will not disclose that information to any third party until after the date of filing of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Plaintiff and his counsel agree that they have not and will not publish the Settlement Agreement. Plaintiff's counsel will not report the Settlement Agreement or Maximum Settlement Amount in any medium or in any publication, will not post or report anything regarding the claims of Plaintiff or the Settlement Class or the Settlement Agreement on their website, and will not contact any reporters or media regarding the Settlement Agreement. However, Plaintiff's attorneys are authorized to make a limited disclosure to the Court for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and submission to the LWDA, and neither Plaintiff nor his counsel or representatives are permitted to disseminate or publish, distribute or

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

discuss the information provided to the Court and the LWDA in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Notwithstanding anything herein to the contrary, this Confidentiality provision is not intended to prohibit Plaintiff's Counsel from discussing the terms of the Settlement with the Settlement Class Members and/or otherwise answering their questions regarding the Settlement.

VIII. SETTLEMENT ADMINISTRATOR

Named Plaintiffs and Defendant, through their respective counsel, have selected Simpluris Class Action Settlement Administration as the Settlement Administrator to administer the Settlement, which includes, but is not limited to, distributing and responding to inquiries about the Notice of Proposed Class Action Settlement and Workweek Dispute Form, determining the validity of any disputes and opt-outs, calculating all amounts to be paid from the Net Settlement Amount, and maintaining a website with information about the Settlement. The Settlement Administrator shall update the website to include any changes of the location or date of the Final Approval hearing and the final judgment. Charges and expenses of the Settlement Administrator, estimated to be no more $12,000.00, will be paid from the Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the allocated $12,000.00 will come from the Settlement Amount. If the actual Settlement Administrator fees are less than the Parties' estimation, the difference between the actual and estimated Settlement Administrator fees will revert to the participating Settlement Class members. The Parties agree that this Agreement may be provided to the Settlement Administrator to effectuate its implementation of the settlement procedures herein.

IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS

A. Notice.

Named Plaintiffs and Defendant, through their respective attorneys, have jointly prepared a Notice of Proposed Class Action Settlement (the "Notice") and Workweek Dispute Form, which in substance will be provided to the members of the Settlement Class as follows:

B. Class Data.

As soon as practicable following Preliminary Approval of the Settlement, but no later than thirty (30) calendar days after the Court's Preliminary Approval order, Defendant will provide to the

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

Settlement Administrator the following information about each Settlement Class member ("Class List"): (1) name; (2) last known home address; (3) number of workweeks as a class member during the Settlement Period or the dates of employment for each Settlement Class member; and (4) Social Security number. Defendant further agrees to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator. Plaintiffs' Counsel shall also receive a redacted Class List that shall only disclose an identification number attributed to each class member and the number of workweeks each class member worked during the Settlement Period.

C. Notice Mailing.

Within ten (10) business days from receipt of the Class List from Defendant, the Settlement Administrator shall (i) run all the addresses provided through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimate settlement payment for each Settlement Class members; and (iv) mail the Notice and Workweek Dispute Form to the members of the Settlement Class via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall retain the last known address, or updated address found through the NCOA search for the Settlement Class and retain proof of mailing. The Notice shall provide the members of the Settlement Class forty-five (45) days' notice of all applicable dates and deadlines.

The Notice will also include information regarding the nature of the Litigation; a summary of the terms of the Settlement; the definition of the Settlement Class; a statement that the Court has preliminarily approved the Settlement; the nature and scope of the claims being released; the procedure and time period for objecting to the Settlement, the date and location of the Final Approval hearing; information regarding the opt-out procedure; Defendant's calculation of the number of Eligible Workweeks that each Settlement Class member has worked as an employee in California at any time during the Settlement Period, and the estimated potential recovery for the proposed

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

Settlement Class Member. The Notice shall enclose the Workweek Dispute Form for Settlement Class members. The Notice and Workweek Dispute Form shall be in both English and Spanish.

For each Settlement Class member, the Workweek Dispute Form will identify the number of Eligible Workweeks that he or she was employed and inform the employee of his or her right to dispute this number by completing and returning the form within forty-five (45) days of the postmark date of the Workweek Dispute Form. A Settlement Class member's receipt of his or her share of the Net Settlement Payments is not conditional on the submission of the Workweek Dispute Form. Absent the receipt of a Workweek Dispute Form the number of workweeks identified in the Workweek Dispute Form shall be deemed accurate. The settlement of any disputes concerning the number of Eligible Workweeks is discussed in Section X, below.

D. Returned Notices.

If a Notice is returned from the initial notice mailing, the Settlement Administrator will perform a skip trace in an attempt to locate a more current address. If the Settlement Administrator is successful in locating a new address, it will re-mail the Notice to the Settlement Class member. Further, any Notices returned with a forwarding address to the Settlement Administrator, as non-deliverable before the deadline date, shall be sent to the forwarding address affixed thereto. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Settlement Class member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Settlement Class members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice shall be re-mailed to the original address. If the Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Settlement Class members who receive a re-mailed Notice will have fifteen (15) additional days to submit an Opt-Out Form or objection to the settlement (i.e., 60 calendar days from first mailing) irrespective of when the first mailing was returned as undeliverable as long as the return mailing is received within the initial forty-five (45) day Response Deadline.

E. Deficiency Notice.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

Should any member of the Settlement Class timely submit a Workweek Dispute Form with a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the Settlement Administrator of each timely submitted Workweek Dispute Form, send a deficiency notice. The deficiency notice will provide the member of the Settlement Class no more than fourteen (14) days from the mailing of the deficiency notice to postmark a written response to cure all deficiencies. The failure of a member of Settlement Class to timely submit a Workweek Dispute or timely respond to a notice of deficiency shall invalidate the dispute unless all Parties' counsel agree to allow the dispute.

F. Settlement Administrator's Declaration.

No later than twenty-five (25) days before the Final Approval Hearing, the Settlement Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting to the completion of the Notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices, as well as the number of valid Workweek Dispute Forms, opt-outs and deficiencies that the Settlement Administrator received.

G. Objections.

1. Timing. The objection must be submitted to the Settlement Administrator by mail, postmarked by the Response Deadline.

2. Format. Any Objections must state: (a) the case name (e.g., *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*) and case number (SCV-268148); (b) the objecting person's or his or her attorney's full name, address, and telephone number; (c) the words "Notice of Objection" or "Formal Objection;" (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; and (g) state whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class.

3. Notice of Intent to Appear. Settlement Class members who timely submit valid objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

4. Effect of Objection. If a Settlement Class member objects to the Settlement, the Settlement Class member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class member will be bound by the terms of the Settlement and Final Approval Order in the same way and to the same extent as a Settlement Class member who does not object. The date of mailing of the Notice to the objecting Settlement Class member shall be conclusively determined according to the records of the Settlement Administrator. The Court retains final authority with respect to the consideration and admissibility of any Settlement Class member objections. Any Settlement Class member who submits an objection may also participate in the settlement.

H. Opportunity to be Excluded and Defendant's Opt-Out Threshold.

In order for any Settlement Class member to validly exclude himself or herself from the Settlement Class and the Settlement (i.e., to validly opt out), a written request for exclusion ("Request to be Excluded") must be signed by the Settlement Class member or his or her authorized representative and must be sent to the Settlement Administrator, postmarked by no later than forty-five (45) days after the date the Settlement Administrator initially mails the Notice to the Settlement Class members. The Notice shall contain instructions on how to opt out.

1. Effect of Opt-Out. The date of the initial mailing of the Notice, and the date the signed Request to be Excluded was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Settlement Class member who timely and validly submits a Request to be Excluded from the Settlement Class and the Settlement will not be entitled to any portion of the Net Settlement Payments, will not be bound by the terms and conditions of the Settlement, and will not have any right to object, appeal, or comment thereon.

2. Failure to Opt-Out. Any member of the Settlement Class who does not timely file and mail a Request to be Excluded from the Settlement Class will be deemed included in the Settlement Class in accordance with this Settlement.

3. Tolerance of Opt-Outs. In the event that five percent (5%) or more of the Class Members exercise their right to exclude themselves and opt out of the Settlement and Settlement Agreement, Defendant retains the exclusive right to withdraw from and terminate the Settlement the

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

Settlement Agreement (within seven [7] business days after the expiration of the Opt-Out period) and return all Parties back to their same position before the Settlement was reached and the Settlement Agreement was entered into. In the event that Defendant exercises such rights under this paragraph, Named Plaintiffs and Defendant shall resume the Litigation through and until there is a final settlement of the Litigation. Defendant must notify Class Counsel and the Court of such a decision to withdraw and terminate the Settlement no later than five (5) days prior to the date of the Final Approval Hearing. In the event of Defendant's withdrawal, no party may use the fact that the Parties agreed to the Settlement for any reason, and Defendant shall pay all administration expenses incurred through the date of its termination of the Settlement.

I. Cooperation.

The Parties and their respective counsel agree not to encourage members of the Settlement Class to refrain from participating in the Settlement, to opt out of the Settlement, or to object to the Settlement, directly or indirectly, through any means. However, if a Settlement Class member contacts Class Counsel, Class Counsel may discuss the terms of the Settlement and the Settlement Class member's options.

X. DISPUTES PROCEDURE

If the member of the Settlement Class disputes the number of Eligible Workweeks set forth in the Workweek Dispute Form, such person must follow the directions in the Workweek Dispute Form and in the Notice, including preparing a statement setting forth the number of Eligible Workweeks that such person believes in good faith is correct, and stating that the member of the Settlement Class authorizes the Settlement Administrator to review the Settlement Class member's personnel file and leave management records to determine such information, and attaching any relevant documentation in support thereof. Documentary evidence and paystubs are helpful to substantiate such person's dispute claim, but are not required. The member of the Settlement Class must mail the signed and completed statement no later than forty-five (45) days after the date of the mailing of the Workweek Dispute Form, or the number of Eligible Workweeks set forth in the Notice and Workweek Dispute Form will govern the Net Settlement Payment to the member of the Settlement Class.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

Upon timely receipt of any such challenge, the Settlement Administrator, in consultation with Class Counsel and counsel for Defendant, will review the pertinent payroll records showing the dates the Settlement Class member was employed and the pertinent leave(s) taken, which records Defendant agrees to make available to the Settlement Administrator and Class Counsel.

After consulting with Class Counsel and counsel for Defendant, the Settlement Administrator shall compute the number of Eligible Workweeks to be used in computing the Settlement Class member's pro rata share of the Net Settlement Amount. In the event there is a disparity between the dates a Settlement Class member claims he or she worked during the Settlement Period and the dates indicated by Defendant's records, Defendant's records will control unless inconsistent with paycheck stub(s) (or bona fide copies thereof) provided by the Settlement Class member, in which case the paycheck stub(s) will control. The Parties shall file with the Court all disputes submitted, and the resolution of those disputes. The Court shall have the right to review any decision made by the Settlement Administrator regarding a claim dispute.

XI. COMPUTATION AND DISTRIBUTION OF PAYMENTS

A. Distribution Formula.

Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The maximum amount Defendant can be required to pay under this Settlement for any purpose is the Settlement Amount. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Settlement Amount. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

The Settlement Administrator will calculate the total number of workweeks for all Class Members who were employed by Defendant during the Settlement Class Period ("Total Workweeks"). The value of each Workweek shall be determined by the Settlement Administrator by dividing the Net Settlement Fund (not including the amount the Court approves in PAGA penalties)

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

by the total number of Workweeks available to the Class Members who do not opt out in accordance with Section IX(H) above during the Settlement Class Period ("Workweek Point Value").

An "Individual Settlement Payment" for each Class Member will then be determined by multiplying a Class Member's workweeks worked during the Class Period ("Eligible Workweeks") by the Workweek Point Value. The Individual Settlement Payment will be reduced by any required legal deductions, for each participating Class Member.

Members of the Settlement Class not opting out will receive a lump sum payment as good and valuable consideration for the waiver and release of claims set forth in Section VII(A), above, in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement.

As to distribution of PAGA penalties, the Settlement Administrator will calculate the total number of workweeks for all Participating PAGA Members who were employed by Defendant during the PAGA Period ("Total PAGA Workweeks"). The value of each PAGA Workweek shall be determined by the Settlement Administrator by dividing 25% of the total amount the Court approves in PAGA penalties by the total number of PAGA Workweeks available to Participating PAGA Members ("PAGA Workweek Point Value"). Each payment to Participating PAGA Members shall be treated as 100% penalties.

B. Funding of Settlement.

Within fifteen (15) business days following the date on which the Court grants Final Approval of the Settlement and a determination of the pro-rata share of the settlement amount to which each member of the Settlement Class is entitled, Defendant will deposit the Settlement Amount and the Employer Taxes into an interest-bearing trust account for the benefit of the participating Settlement Class members and Class Counsel, through the Settlement Administrator. At no time prior to Final Approval of the Settlement shall Defendant be required to escrow any portion of the Settlement Amount.

C. Time for Distribution and Uncashed Checks.

1. Distribution.

The Settlement Administrator shall cause the Settlement Amount (inclusive of the Net

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

Settlement Amount, the Court approved attorneys' fees and Litigation costs, Court approved enhancements to Named Plaintiffs, and PAGA Settlement) and the Employer Taxes to be mailed within twenty-one (21) calendar days following the Date of Final Approval. At no time will Defendant be required to escrow any portion of the Settlement Amount.

2. Uncashed Checks.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. Any settlement checks remaining uncashed after one hundred and eighty (180) days shall be deemed unpaid residue pursuant California *Code of Civil Procedure* Section 384(a). Unpaid residue (uncashed or returned checks) will be transferred by the Settlement Administrator to the Controller of the State of California per California's Unclaimed Property Law.

XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN

The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant, policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plan, policy or bonus program. Defendant retains the right to modify the language of their benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

XIII. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS

Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of $250,000.00, which represents one-third of the Settlement

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

Amount for all past and future attorneys' fees necessary to prosecute, settle and administer the Litigation and this Settlement. Additionally, Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of $20,000.00, which represents all past and future Litigation costs and expenses necessary to prosecute, settle and administer the Litigation and this Settlement. Any attorneys' fees or Litigation costs awarded to Class Counsel by the Court as part of the Settlement Amount shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount. The "future" aspect of these amounts include, without limitation, all time and expenses expended by Class Counsel in defending the Settlement and securing preliminary and Final Approval (including any appeals therein). There will be no additional charge of any kind to either the members of the Settlement Class or request for additional consideration from Defendant for such work. This amount shall include all attorneys' fees, Litigation costs, and expenses for which Named Plaintiffs and Class Counsel could claim under any legal theory whatsoever. Within twenty-one (21) calendar days following the Date of Final Approval, the Settlement Administrator shall disburse payment from the Settlement Amount for the amount of attorneys' fees and Litigation costs approved by the Court to Class Counsel. Should the Court approve a lesser percentage or amount of fees and/or Litigation costs than the amount that Class Counsel ultimately seeks, then any such unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the participating Settlement Class Members on a pro-rata basis.

XIV. ENHANCEMENTS TO NAMED PLAINTIFFS

Defendant shall not oppose an application by Named Plaintiffs, and Named Plaintiffs shall not seek or receive an amount in excess of $7,500.00 each for their participation in and assistance with the Litigation (*i.e.*, Named Plaintiffs' class representative enhancement / service awards). Any enhancements awarded to Named Plaintiffs by the Court as part of the Settlement Amount shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves an enhancement of less than $7,500.00 to either of the Named Plaintiffs, then the unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the participating Settlement Class Members on

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

a pro-rata basis.

XV. TAXATION AND ALLOCATION

The Parties agree that all employment taxes and other legally required withholdings will be withheld from payments to the members of the Settlement Class and Named Plaintiffs based on the Parties stipulated allocation of the Net Settlement Amount as provided for in this Section. The Settlement Administrator will be responsible for calculating and withholding all employee-share employment taxes and other legally required withholdings from each Individual Settlement Payment

For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):

(1) 33% as wages; and

(2) 67% as penalties and interest.

Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement, by the Settlement Administrator. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

Finally, any and all Employer Taxes which Defendant normally would be responsible for paying based on the Net Settlement Payments made to the individual Class Members will be paid by Defendant in addition to and not as a deduction from the Settlement Amount based on the stipulated Net Settlement Allocation.

XVI. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION

In order to implement the terms of this Settlement and to settle claims alleged under the PAGA, California *Labor Code* section 2698, *et seq*., the Parties agree to allocate $30,000.00 from the Settlement Amount as penalties authorized by the PAGA. Seventy-five percent (75%) of this amount will be paid to the LWDA and twenty-five percent (25%) of this amount will be distributed to the Participating PAGA Members, through the Settlement Administrator and at no additional cost to Defendant. Within twenty-one (21) calendar days following the Date of Final Approval, the Settlement Administrator shall disburse the PAGA Settlement to the LWDA and will provide notice

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

to the LWDA of the fact that the Settlement has been approved by the Court along with a copy of the Settlement Agreement and the Court order confirming the approval of the Settlement through the appropriate LWDA/California Department of Industrial Relations ("DIR") website.

XVII. COURT APPROVAL

This Agreement and the Settlement is contingent upon Final Approval by the Court and the entry of judgment. Named Plaintiffs and Defendant agree to take all steps as may be reasonably necessary to secure both Preliminary Approval and Final Approval of the Settlement, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining court approval, and, if necessary, appellate approval, of the Settlement in all respects. Named Plaintiffs and Defendant expressly agree that they will not file any objection to the terms of the Settlement or assist or encourage any person or entity to file any such objection.

In the event it becomes impossible to secure approval of the Settlement, the Parties shall be restored to their respective positions in the Litigation, as of the date of the hearing on the Motion for Preliminary Approval, except as otherwise provided in Section XVIII, below.

XVIII. MISCELLANEOUS PROVISIONS

A. Stay of Litigation.

Named Plaintiffs and Defendant agree to the stay of all discovery in the Litigation, pending Final Approval of the Settlement by the Court.

B. Interpretation of the Agreement.

This Agreement constitutes the entire agreement between Named Plaintiffs and Defendant. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

Sonoma, and Named Plaintiffs and Defendant hereby consent to the personal jurisdiction of the Court over them solely in connection therewith. Named Plaintiffs, on their own behalf and on behalf of the Settlement Class, and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Named Plaintiffs nor Defendant may claim that any ambiguity in this Agreement should be construed against the other.

The terms and conditions of this Agreement constitute the exclusive and final understanding and expression of all agreements between Named Plaintiffs and Defendant with respect to the Settlement of the Litigation. The Agreement may be modified only by a writing signed by the original signatories and approved by the Court.

C. Further Cooperation.

Named Plaintiffs and Defendant and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary or convenient to effectuate all provisions of this Settlement Agreement.

D. Confidentiality of Documents.

After the expiration of any appeals period, Named Plaintiffs, the Settlement Administrator, and Class Counsel shall maintain the confidentiality of all documents, deposition transcripts, declarations and other information obtained in the lawsuit, unless necessary for appeal or such documents are ordered to be disclosed by the Court or by a subpoena.

E. Counterparts.

The Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

F. Authority.

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

G. No Third-Party Beneficiaries.

Named Plaintiffs, members of the Settlement Class, and Defendant are direct beneficiaries of

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

this Agreement, but there are no third-party beneficiaries.

H. Modification.

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

In addition to the above, this Agreement may be modified based on the final size of the Settlement Class. Defendant represents that there are no more than 45,000 workweeks worked by the Class Members during the Settlement Period. In the event the number of workweeks worked by the Class Members increases by more than 10%, or 4,500, then the Settlement Amount shall be increased proportionally by the workweeks worked in excess of 45,000 multiplied by the workweek value. The workweek value is $16.66, which is calculated by dividing the Settlement Amount by 45,000 workweeks.

I. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

J. Severability.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

K. No Publicity.

The Parties agree that no Party shall issue any press release to the news media or otherwise post on social media or the internet concerning the Settlement or the Litigation unless and until the Court has issued Final Approval and Judgement in this action.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: F659E20F-8FAF-4121-B83F-7C7EF67AC07A

APPROVED AS TO FORM AND CONTENT:

Date: 10/12/2022, 2022

OCTAVIO ABARCA-RUEDA, on behalf of himself and all others similarly situated

By: DocuSigned by: Octavio Abarca
OCTAVIO ABARCA-RUEDA, *Plaintiff*

Date: 10/11/2022, 2022

HUBER ABARCA-RUEDA, on behalf of himself and all others similarly situated

By: DocuSigned by: Huber Abarca
HUBER ABARCA-RUEDA, *Plaintiff*

Date: Oct. 10, 2022

FERRARI-CARANO VINEYARDS AND WINERY, LLC

By: David James
Name: David James
Position: Controller
For FERRARI-CARANO VINEYARDS AND WINERY, LLC, *Defendant*

APPROVED AS TO FORM:

Date: October 12, 2022

WILSHIRE LAW FIRM

By:
Justin F. Marquez
Benjamin H. Haber
Arrash T. Fattahi

Attorneys for Plaintiffs

Date: October 10, 2022

GORDON REES SCULLY MANSUKHANI, LLP

By:
Amber Eliof
Ryan Greenspan

Attorneys for Defendant

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

Exhibit 2

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Benjamin H. Haber (SBN 315664)
benjamin@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
afattahi@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

John F. Hyland (SBN 178875)
jhyland@rukinhyland.com
RUKIN HYLAND & RIGGIN LLP
1939 Harrison Street, Suite 925
Oakland, California 94612
Telephone: (415) 421-1800
Facsimile: (415) 421-1700

Attorneys for Defendants
Foley Family Wines, Inc. and
Foley Family Farms, LP

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

OCTAVIO ABARCA-RUEDA and HUBER ABARCA-RUEDA, individually, and on behalf of all others similarly situated,

Plaintiffs,

v.

FOLEY FAMILY WINES, INC., a corporation; FOLEY FAMILY FARMS, LP, a limited partnership; FERRARI-CARANO VINEYARDS AND WINERY, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: SCV-268148

CLASS ACTION

[Hon. Bradford DeMeo, Courtroom 17]

JOINT STIPULATION RE: CLASS SETTLEMENT

Complaint filed: April 7, 2021
Trial date: Not set

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

This Joint Stipulation Re: Class Settlement is made by and between the Named Plaintiffs, OCTAVIO ABARCA-RUEDA and HUBER ABARCA-RUEDA ("Plaintiffs"), on their own behalf and on behalf of all members of the Settlement Class, as defined below, and Defendants FOLEY FAMILY WINES, INC. and FOLEY FAMILY FARMS, LP ("Defendants," and together with Plaintiffs, the "Parties"), in the lawsuit entitled *Octavio Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*, filed in the Sonoma County Superior Court, Case No. SCV-268148. This Joint Stipulation Re: Class Settlement resolves all claims that were asserted or could have been asserted against Defendants pertaining to the claims in the Litigation.

I. DEFINITIONS

A. Administrative Costs. All administrative costs of settlement, including cost of notice to the Settlement Class, claims administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Joint Stipulation Re: Class Settlement.

B. Settlement Agreement. The terms "Settlement Agreement" or "Agreement" are used synonymously herein to mean this Joint Stipulation Re: Class Settlement.

C. Class Counsel. The term "Class Counsel" as used herein means: WILSHIRE LAW FIRM, PLC and all the lawyers of the firm acting on behalf of Named Plaintiffs and the Settlement Class. The term Class Counsel shall be used synonymously with the term Plaintiffs' Counsel.

D. Court. The term "Court" as used herein means the Superior Court of the State of California for the County of Sonoma.

E. Final. The term "Final" means: (1) the date of final affirmation of the Final Approval Order from any appeal, the expiration of the time for, or the denial of, a petition to review the Final Approval Order, or if review is granted, the date of final affirmation of the Final Approval Order following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final Approval Order or the final dismissal of any proceeding to review the Final Approval Order, provided that the Final Approval Order is affirmed and/or not reversed in any part; or (3) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Court's Final Approval Order, as determined under Rule 8.104(a)(3) of the California Rules of Court.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

F. Date of Final Approval. The terms "Date of Final Approval" or "Final Approval Order" as used herein mean the final formal judgment entered by the Court at the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

G. Defendants. The term "Defendants" as used herein means FOLEY FAMILY WINES, INC. and FOLEY FAMILY FARMS, LP.

H. Employer Taxes. Employer-funded taxes and contributions imposed on the wage portions of the Settlement Payment under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state taxes and contributions required of employers, such as for unemployment insurance.

I. Litigation. The term "Litigation" as used herein means the action filed in Sonoma County Superior Court, Case No. SCV-268148.

J. Named Plaintiffs. The term "Named Plaintiffs" as used herein means OCTAVIO ABARCA-RUEDA and HUBER ABARCA-RUEDA.

K. Net Settlement Fund. The term "Net Settlement Amount" or "Net Settlement Fund" as used herein means the Settlement Amount minus any award of attorneys' fees and Litigation costs, Administrative Costs, enhancements to the Named Plaintiffs, and penalties recoverable pursuant to California's Private Attorneys General Act ("PAGA") (the "PAGA Settlement"), and as provided in Sections VIII, XIII, XIV, XV, and XVI, respectively.

L. Participating Class Members. The term "Participating Class Members" as used herein means all Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.

M. Participating PAGA Members. The term "Participating PAGA Members" means all Participating Class Members who worked for Defendants from August 26, 2020 through September 15, 2022.

N. Net Settlement Payments. The term "Net Settlement Payment(s)" shall include payments made to the Settlement Class as part of the Settlement, including wages, penalties and interest.

O. Settlement. The term "Settlement" as used herein means this Agreement to resolve

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

the Litigation.

P. Settlement Administrator. The term "Settlement Administrator" as used herein means Simpluris Class Action Settlement Administration, which will be responsible for the administration of the Settlement Amount, as defined below, and all related matters.

Q. Settlement Amount. The term "Settlement Amount" as used herein means the sum of Three-Hundred Thousand Dollars and Zero Cents ($300,000.00). This is the gross amount Defendants can be required to pay under this Settlement Agreement. The Settlement Amount includes: (1) the Net Settlement Payments to be paid to Participating Class Members; (2) Court-approved attorneys' fees and Litigation costs pursuant to Section XIII; (3) enhancements to the Named Plaintiffs, as approved by the Court; (4) the Administrative Costs, as approved by the Court; (5) the PAGA Settlement to the California Labor & Workforce Development Agency ("LWDA") and to Participating PAGA Members, as approved by the Court; (6) any statutory penalties; and (7) interest. This is a non-reversionary settlement, so no part of the settlement funds will revert back to Defendants.

R. Settlement Class. For settlement purposes only, the Parties agree to the certification of a class pursuant to California *Code of Civil Procedure* § 382 defined as:

> All persons employed by Defendants who worked for Ferrari-Carano in California as an hourly-paid or non-exempt employee during the Settlement Period (together, collectively referred to as the "Class Members").

S. Settlement Period. The term "Settlement Period" as used herein means the period from August 26, 2020 (the date on which Defendants purchased the assets of Ferrari-Carano Vineyards and Winery, LLC) through September 15, 2022.

T. PAGA Period. The term "PAGA Period" as used herein means the period from August 26, 2020 through September 15, 2022.

U. Aggrieved Employees. The term "Aggrieved Employees" as used herein means all persons who worked for Defendants in California as an hourly-paid or non-exempt employee during the PAGA Period.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

II. BACKGROUND

A. In the Litigation, the Named Plaintiffs allege, *inter alia*, on behalf of themselves and all others similarly situated, that Defendants violated California state wage and hour laws, the California *Business and Professions Code* Section 17200, *et seq.*, and the PAGA, as a result of Defendants' California wage and hour policies and practices. Specifically, Named Plaintiffs allege that Defendants failed to pay their employees at or above the applicable minimum wage rates, failed to provide regular, overtime, and double time pay, failed to provide meal breaks (including first and second meal breaks), and failed to authorize and permit legally compliant rest breaks each day based on the hours worked by each employee. Named Plaintiffs further alleged that the aforementioned resulted in the employees receiving inaccurate wage statements, and the underpayment of wages to employees upon termination and/or resignation.

Class Counsel conducted informal discovery concerning the claims set forth in the Litigation, such as a sample of class member timekeeping and payroll records, Defendants' policies and procedures concerning the payment of wages, the provision of meal and rest breaks, issuance of wage statements, and providing all wages at separation, as well as information regarding the number of putative class members, the wage rates in effect, and the amount of meal and rest period premium wages paid to class members. Class Counsel also reviewed comprehensive data compilations showing all hours worked by Named Plaintiffs and the Settlement Class during the Settlement Period, including records of all recorded meal periods, the timing of such meal periods, the length of such meal periods, and percentages of dates on which the time records revealed meal periods and second meal periods taken in compliance with California law, meal periods started before the end of the fifth hour (for first meal periods) and before the end of the tenth hour (for second meal periods), and meal periods of 30 minutes or more in length.

B. Named Plaintiffs and Class Counsel have engaged in good faith, arms-length negotiations with Defendants concerning possible settlement of the claims asserted in the Litigation. The Parties participated in a full day of mediation before Tripper Ortman, Esq., a well-respected wage and hour class action mediator, that resulted in a tentative settlement of the Litigation, subject to the approval of the Court, and finalization of a formal Joint Stipulation Re: Class Settlement. The

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

Parties have engaged in extensive negotiations about the terms and conditions of the Settlement at the mediation and subsequent thereto. The Parties have now formalized the Settlement Agreement for submission to the Court for Preliminary and Final Approval.

C. Class Counsel has conducted an investigation of the law and facts relating to the claims asserted in the Litigation and has concluded, taking into account the sharply contested issues involved, the defenses asserted by Defendants, the expense and time necessary to pursue the Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received by the Named Plaintiffs and the members of the Settlement Class pursuant to this Agreement, that a settlement with Defendants on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class. Named Plaintiffs, on their own behalf and on behalf of the Settlement Class, have agreed to settle the Litigation with Defendants on the terms set forth herein.

D. Defendants have concluded that, because of the substantial expense of defending against the Litigation, the length of time necessary to resolve the issues presented herein, and the inconvenience involved, it is in the Parties best interests to accept the terms of this Agreement. However, Defendants deny each of the allegations and claims asserted against them in the Litigation, deny the claims are suitable for class treatment and that Plaintiffs are adequate class representatives. Defendants nevertheless desire to settle the Litigation for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Litigation.

E. This Agreement is intended to and does effectuate the full, final and complete settlement of all allegations and claims that were asserted, or could have been asserted, in the Litigation by Named Plaintiffs and members of the Settlement Class as set forth in Section II(A).

III. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this Litigation. The Litigation includes claims that, while Defendants deny them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

Final Approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to California *Code of Civil Procedure* Section 664.6 the Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with the terms set forth herein.

IV. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of this Settlement Class for purposes of Settlement only. This Stipulation is contingent upon the Preliminary and Final Approval and certification of the Settlement Class only for purposes of Settlement. Should the Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Litigation. Defendants expressly reserve the right to oppose class certification and/or proactively move to deny certification should this Settlement be modified or reversed on appeal or otherwise not become final.

V. MOTION FOR PRELIMINARY APPROVAL

Named Plaintiffs will bring a motion before the Court for an order preliminarily approving the Settlement including the Notice of Proposed Class Action Settlement and Workweek Dispute Form, which are attached hereto as **Exhibits** "**A**" and "**B**," respectively, and including certification of the Settlement Class for settlement purposes only.

The date that the Court grants Preliminary Approval of this Agreement will be the "Preliminary Approval Date." Class Counsel will prepare the Motion for Preliminary Approval and will provide Defendants' counsel the opportunity to review it and provide input before it is filed. On the same date on which it is filed with the Court, Class Counsel shall concurrently submit the Motion for Preliminary Approval to the LWDA in compliance with Labor Code § 2698, *et seq*., the PAGA.

VI. STATEMENT OF NO ADMISSION

A. Defendants deny liability to Named Plaintiffs and to the Settlement Class for any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against them in the Litigation.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

B. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement or the Settlement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with implementation of the Settlement.

C. None of the documents produced or created by Named Plaintiffs or the Settlement Class in connection with the claims procedures or claims settlement procedures constitute, and they are not intended to constitute, an admission by Defendants of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

D. The Parties agree that class certification pursuant to California *Code of Civil Procedure* Section 382 under the terms of this Agreement is for settlement purposes only. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any class should be certified or given collective treatment in the Litigation or in any other action or proceeding. Further, neither this Agreement nor the Court's actions with regard to this Agreement will be admissible in any court or other tribunal regarding the propriety of class certification or collective treatment. In the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named Plaintiffs will not be deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the Litigation, and Defendants will

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Litigation.

VII. WAIVER, RELEASE AND CONFIDENTIALITY

A. Release as to All Settlement Class Members.

Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in Section I(E) above), Named Plaintiffs and all members of the Settlement Class, except those that make a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release, discharge, and promise never to assert in any forum any and all wage-related claims that were alleged in the Litigation or which could have been alleged in the Litigation based on the facts asserted in the Litigation arising during the Settlement Period against Defendants and their respective predecessors, successors, and assigns, parent companies, subsidiaries, affiliates, shareholders, members, agents, investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees (collectively, the "Released Parties"), including the following claims: (1) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay all wages of any kind, including any minimum or straight time wages, owed pursuant to California Labor Code §§ 204, 510, 1174, 1194, 1194.2, and 1197, the California Industrial Welfare Commission ("IWC") Wage Orders, or any comparable federal statute under any theory of liability; (2) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay overtime or double time wages owed pursuant to California Labor Code §§ 204, 510, 558, 1194, and 1198, the IWC Wage Orders, or any comparable federal statute under any theory of liability; (3) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to provide meal periods pursuant to California Labor Code §§ 226.7, 512, and 558, and the IWC Wage Orders; (4) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to provide rest periods pursuant to California Labor Code § 226.7, 512, and 558, and the IWC Wage Orders; (5) all claims alleged in the operative complaint, under any legal theory of liability, for the failure to pay all wages owed to employees upon their separation of employment pursuant to California Labor Code §§ 201-204, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198; (6) all claims alleged in the operative complaint, under

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

any legal theory of liability, for any penalties of any kind arising from an alleged wage statement violation pursuant to California Labor Code §§ 226, 226.7, 512, 558, 1174, and 1174.5; and (7) all claims alleged in the operative complaint, under any legal theory of liability, for violation of Business & Professions Code §§ 17200, *et seq*. The release includes all associated claims for restitution and other equitable relief, liquated damages, punitive damages, attorneys' fees and costs, and other civil penalties. The release will run from August 26, 2020 through September 15, 2022, and will be effective upon final approval of the settlement.

B. Release as to the PAGA Claims.

Upon the date the Court's Final Approval Order becomes "Final" (as that term is defined in Section I(E) above), Named Plaintiffs, the Aggrieved Employees and the LWDA fully and finally release the Released Parties from all PAGA Released Claims, as defined herein. "PAGA Released Claims" means any and all claims alleged in the PAGA letter to the LWDA and any amendments thereto, any and all claims alleged in the Litigation arising under PAGA during the PAGA Period, and all claims arising from or related to the facts or primary rights as those alleged in the Litigation arising under PAGA during the PAGA Period, and includes all claims under PAGA arising during the PAGA Period associated with all claims against the Released Parties for or arising in connection with (1) unpaid wages, including failure to pay minimum wages; failure to pay straight time compensation, overtime compensation, double-time compensation, and/or interest; the calculation of the regular rate of pay; payment for all hours worked, including off-the-clock work; (2) missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged failure to pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; (3) failure to timely pay wages upon discharge or quitting; (4) inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; (5) any claim for unfair business practices arising out of or related to any or all of the aforementioned factual allegations; (6) any claim for penalties arising out of or related to any or all of the aforementioned factual allegations, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and (7) attorneys' fees and costs under Labor Code sections 201-203, 204, 510, 512, 558, 1174, 1182.12, 1194, 1194.2,

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

1197, 1197.1, 1198, 2699.

C. General Release by Named Plaintiffs Only.

In addition to the release made in Section VII(A) and (B), Named Plaintiffs makes the additional following general release of all claims, known or unknown. Named Plaintiffs release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with Named Plaintiffs' employment with Defendants as well as any and all acts or omissions by or on the part of Defendants. (The release set forth in this Paragraph C shall be referred to hereinafter as the "General Release.")

With respect to the General Release, Named Plaintiffs stipulate and agree that, upon the Date of Final Approval, Named Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> **"SECTION 1542. [CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.] 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."**

Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

D. Confidentiality.

The Parties and their counsel agree to keep the Settlement, the Settlement-related documents, and their Settlement negotiations confidential, and will not disclose that information to any third party until after the date of filing of Plaintiffs' Motion for Preliminary Approval of Class Action

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

Settlement. However, Plaintiffs' attorneys are authorized to make a limited disclosure to the Court for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and submission to the LWDA, and neither Plaintiffs nor their counsel are permitted to disseminate or publish, distribute or discuss the information provided to the Court and the LWDA in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Notwithstanding anything herein to the contrary, this Confidentiality provision is not intended to prohibit Plaintiff's Counsel from discussing the terms of the Settlement with the Settlement Class Members and/or otherwise answering their questions regarding the Settlement.

VIII. SETTLEMENT ADMINISTRATOR

Named Plaintiffs and Defendants, through their respective counsel, have selected Simpluris Class Action Settlement Administration as the Settlement Administrator to administer the Settlement, which includes, but is not limited to, distributing and responding to inquiries about the Notice of Proposed Class Action Settlement and Workweek Dispute Form, determining the validity of any disputes and opt-outs, calculating all amounts to be paid from the Net Settlement Amount, and maintaining a website with information about the Settlement. The Settlement Administrator shall update the website to include any changes of the location or date of the Final Approval hearing and the final judgment. Charges and expenses of the Settlement Administrator, estimated to be no more $15,000.00, will be paid from the Settlement Amount. If the actual Settlement Administrator fees are less than the Parties' estimation, the difference between the actual and estimated Settlement Administrator fees will revert to the participating Settlement Class members. The Parties agree that this Agreement may be provided to the Settlement Administrator to effectuate its implementation of the settlement procedures herein.

IX. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS

A. Notice.

Named Plaintiffs and Defendants, through their respective attorneys, have jointly prepared a Notice of Proposed Class Action Settlement (the "Notice") and Workweek Dispute Form, which in substance will be provided to the members of the Settlement Class as follows:

B. Class Data.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

As soon as practicable following Preliminary Approval of the Settlement, but no later than thirty (30) calendar days after the Court's Preliminary Approval order, Defendants will provide to the Settlement Administrator the following information about each Settlement Class member ("Class List"): (1) name; (2) last known home address; (3) number of workweeks as a class member during the Settlement Period or the dates of employment for each Settlement Class member; and (4) Social Security number. Defendants further agree to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator. Plaintiffs' Counsel shall also receive a redacted Class List that shall only disclose an identification number attributed to each class member and the number of workweeks each class member worked during the Settlement Period.

C. Notice Mailing.

Within ten (10) business days from receipt of the Class List from Defendants, the Settlement Administrator shall (i) run all the addresses provided through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated settlement payment for each Settlement Class members; and (iv) mail the Notice and Workweek Dispute Form to the members of the Settlement Class via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall retain the last known address, or updated address found through the NCOA search for the Settlement Class and retain proof of mailing. The Notice shall provide the members of the Settlement Class forty-five (45) days' notice of all applicable dates and deadlines.

The Notice will also include information regarding the nature of the Litigation; a summary of the terms of the Settlement; the definition of the Settlement Class; a statement that the Court has preliminarily approved the Settlement; the nature and scope of the claims being released; the procedure and time period for objecting to the Settlement; the date and location of the Final Approval hearing; information regarding the opt-out procedure; the calculation of the number of Eligible

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

Workweeks that each Settlement Class member has worked as an employee in California at any time during the Settlement Period, and the estimated potential recovery for the proposed Settlement Class Member. The Notice shall enclose the Workweek Dispute Form for Settlement Class members. The Notice and Workweek Dispute Form shall be in both English and Spanish.

For each Settlement Class member, the Workweek Dispute Form will identify the number of Eligible Workweeks that he or she was employed and inform the employee of his or her right to dispute this number by completing and returning the form within forty-five (45) days of the postmark date of the Workweek Dispute Form. A Settlement Class member's receipt of his or her share of the Net Settlement Payments is not conditional on the submission of the Workweek Dispute Form. Absent the receipt of a Workweek Dispute Form the number of workweeks identified in the Workweek Dispute Form shall be deemed accurate. The settlement of any disputes concerning the number of Eligible Workweeks is discussed in Section X, below.

D. Returned Notices.

If a Notice is returned from the initial notice mailing, the Settlement Administrator will perform a skip trace in an attempt to locate a more current address. If the Settlement Administrator is successful in locating a new address, it will re-mail the Notice to the Settlement Class member. Further, any Notices returned with a forwarding address to the Settlement Administrator, as non-deliverable before the deadline date, shall be sent to the forwarding address affixed thereto. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Settlement Class member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Settlement Class members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice shall be re-mailed to the original address. If the Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Settlement Class members who receive a re-mailed Notice will have fifteen (15) additional days to submit an Opt-Out Form or objection to the settlement (i.e., 60 calendar days from first mailing) irrespective of when the first mailing was returned as undeliverable

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

as long as the return mailing is received within the initial forty-five (45) day Response Deadline.

E. Deficiency Notice.

Should any member of the Settlement Class timely submit a Workweek Dispute Form with a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the Settlement Administrator of each timely submitted Workweek Dispute Form, send a deficiency notice. The deficiency notice will provide the member of the Settlement Class no more than fourteen (14) days from the mailing of the deficiency notice to postmark a written response to cure all deficiencies. The failure of a member of Settlement Class to timely submit a Workweek Dispute or timely respond to a notice of deficiency shall invalidate the dispute unless all Parties' counsel agree to allow the dispute.

F. Settlement Administrator's Declaration.

No later than twenty-five (25) days before the Final Approval Hearing, the Settlement Administrator shall provide counsel for Defendants and Class Counsel with a declaration attesting to the completion of the Notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Notices, as well as the number of valid Workweek Dispute Forms, opt-outs and deficiencies that the Settlement Administrator received.

G. Objections.

1. Timing. The objection must be submitted to the Settlement Administrator by mail, postmarked by the Response Deadline.

2. Format. Any Objections must state: (a) the case name (e.g., *Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al.*) and case number (SCV-268148); (b) the objecting person's or his or her attorney's full name, address, and telephone number; (c) the words "Notice of Objection" or "Formal Objection;" (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; and (g) state whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class.

3. Notice of Intent to Appear. Settlement Class members who timely submit valid

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel.

4. Effect of Objection. If a Settlement Class member objects to the Settlement, the Settlement Class member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class member will be bound by the terms of the Settlement and Final Approval Order in the same way and to the same extent as a Settlement Class member who does not object. The date of mailing of the Notice to the objecting Settlement Class member shall be conclusively determined according to the records of the Settlement Administrator. The Court retains final authority with respect to the consideration and admissibility of any Settlement Class member objections. Any Settlement Class member who submits an objection may also participate in the settlement.

H. Opportunity to be Excluded and Defendants' Opt-Out Threshold.

In order for any Settlement Class member to validly exclude himself or herself from the Settlement Class and the Settlement (i.e., to validly opt out), a written request for exclusion ("Request to be Excluded") must be signed by the Settlement Class member or his or her authorized representative and must be sent to the Settlement Administrator, postmarked by no later than forty-five (45) days after the date the Settlement Administrator initially mails the Notice to the Settlement Class members. The Notice shall contain instructions on how to opt out.

1. Effect of Opt-Out. The date of the initial mailing of the Notice, and the date the signed Request to be Excluded was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Settlement Class member who timely and validly submits a Request to be Excluded from the Settlement Class and the Settlement will not be entitled to any portion of the Net Settlement Payments, will not be bound by the terms and conditions of the Settlement, and will not have any right to object, appeal, or comment thereon.

2. Failure to Opt-Out. Any member of the Settlement Class who does not timely file and mail a Request to be Excluded from the Settlement Class will be deemed included in the Settlement Class in accordance with this Settlement.

3. Tolerance of Opt-Outs. In the event that five percent (5%) or more of the Class

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

Members exercise their right to exclude themselves and opt out of the Settlement and Settlement Agreement, Defendants retain the exclusive right to withdraw from and terminate the Settlement the Settlement Agreement (within seven [7] business days after the expiration of the Opt-Out period) and return all Parties back to their same position before the Settlement was reached and the Settlement Agreement was entered into. In the event that Defendants exercise such rights under this paragraph, Named Plaintiffs and Defendants shall resume the Litigation through and until there is a final settlement of the Litigation. Defendants must notify Class Counsel and the Court of such a decision to withdraw and terminate the Settlement no later than five (5) days prior to the date of the Final Approval Hearing. In the event of Defendants' withdrawal, no party may use the fact that the Parties agreed to the Settlement for any reason, and Defendants shall pay all administration expenses incurred through the date of its termination of the Settlement.

I. Cooperation.

The Parties and their respective counsel agree not to encourage members of the Settlement Class to refrain from participating in the Settlement, to opt out of the Settlement, or to object to the Settlement, directly or indirectly, through any means. However, if a Settlement Class member contacts Class Counsel, Class Counsel may discuss the terms of the Settlement and the Settlement Class member's options.

X. DISPUTES PROCEDURE

If a member of the Settlement Class disputes the number of Eligible Workweeks set forth in the Workweek Dispute Form, such person must follow the directions in the Workweek Dispute Form and in the Notice, including preparing a statement setting forth the number of Eligible Workweeks that such person believes in good faith is correct, and stating that the member of the Settlement Class authorizes the Settlement Administrator to review the Settlement Class member's personnel file, time records, and payroll records to determine such information, and attaching any relevant documentation in support thereof. Documentary evidence and paystubs are helpful to substantiate such person's dispute claim, but are not required. The member of the Settlement Class must mail the signed and completed statement no later than forty-five (45) days after the date of the mailing of the Workweek Dispute Form, or the number of Eligible Workweeks set forth in the Notice and

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

Workweek Dispute Form will govern the Net Settlement Payment to the member of the Settlement Class.

Upon timely receipt of any such challenge, the Settlement Administrator, in consultation with Class Counsel and counsel for Defendants, will review the pertinent records showing the dates the Settlement Class member was employed and the pertinent leave(s) taken, which records Defendants agree to make available to the Settlement Administrator and Class Counsel.

After consulting with Class Counsel and counsel for Defendants, the Settlement Administrator shall compute the number of Eligible Workweeks to be used in computing the Settlement Class member's pro rata share of the Net Settlement Amount. In the event there is a disparity between the dates a Settlement Class member claims he or she worked during the Settlement Period and the dates indicated by Defendants' records, Defendants' records will control unless inconsistent with paycheck stub(s) (or bona fide copies thereof) provided by the Settlement Class member, in which case the paycheck stub(s) will control. The Parties shall file with the Court all disputes submitted, and the resolution of those disputes. The Court shall have the right to review any decision made by the Settlement Administrator regarding a claim dispute.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

XI. COMPUTATION AND DISTRIBUTION OF PAYMENTS

A. Distribution Formula.

Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The maximum amount Defendants can be required to pay under this Settlement for any purpose is the Settlement Amount. The Settlement Administrator shall keep Defendants' Counsel and Class Counsel apprised of all distributions from the Settlement Amount. The Settlement Administrator shall respond to questions from Defendants' Counsel and Class Counsel. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

The Settlement Administrator will calculate the total number of workweeks for all Class Members who were employed by Defendants during the Settlement Class Period ("Total

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

Workweeks"). The value of each Workweek shall be determined by the Settlement Administrator by dividing the Net Settlement Fund (not including the amount the Court approves in PAGA penalties) by the total number of Workweeks available to the Class Members who do not opt out in accordance with Section IX(H) above during the Settlement Class Period ("Workweek Point Value").

An "Individual Settlement Payment" for each Class Member will then be determined by multiplying a Class Member's workweeks worked during the Class Period ("Eligible Workweeks") by the Workweek Point Value. The Individual Settlement Payment will be reduced by any required legal deductions, for each participating Class Member.

Members of the Settlement Class not opting out will receive a lump sum payment as good and valuable consideration for the waiver and release of claims set forth in Section VII(A), above, in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement.

As to distribution of PAGA penalties, the Settlement Administrator will calculate the total number of workweeks for all Participating PAGA Members who were employed by Defendants during the PAGA Period ("Total PAGA Workweeks"). The value of each PAGA Workweek shall be determined by the Settlement Administrator by dividing 25% of the total amount the Court approves in PAGA penalties by the total number of PAGA Workweeks available to Participating PAGA Members ("PAGA Workweek Point Value"). Each payment to Participating PAGA Members shall be treated as 100% penalties.

B. Funding of Settlement.

Within fifteen (15) business days following the date on which the Court grants Final Approval of the Settlement and a determination of the pro-rata share of the settlement amount to which each member of the Settlement Class is entitled, Defendants will deposit the Settlement Amount and the Employer Taxes into an interest-bearing trust account for the benefit of the participating Settlement Class members and Class Counsel, through the Settlement Administrator. At no time prior to Final Approval of the Settlement shall Defendants be required to escrow any portion of the Settlement Amount.

C. Time for Distribution and Uncashed Checks.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

1. Distribution.

The Settlement Administrator shall cause the Settlement Amount (inclusive of the Net Settlement Amount, the Court approved attorneys' fees and Litigation costs, Court approved enhancements to Named Plaintiffs, and PAGA Settlement) and the Employer Taxes to be mailed within twenty-one (21) calendar days following the Date of Final Approval. At no time will Defendants be required to escrow any portion of the Settlement Amount.

2. Uncashed Checks.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. Any settlement checks remaining uncashed after one hundred and eighty (180) days shall be deemed unpaid residue pursuant California *Code of Civil Procedure* Section 384(a). Unpaid residue (uncashed or returned checks) will be transferred by the Settlement Administrator to the Controller of the State of California per California's Unclaimed Property Law.

XII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN

The amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendants, policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendants' benefit plan, policy or bonus program. Defendants retain the right to modify the language of their benefit plans, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

XIII. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

Defendants shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of $100,000.00, which represents one-third of the Settlement Amount for all past and future attorneys' fees necessary to prosecute, settle and administer the Litigation and this Settlement. Additionally, Defendants shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of $20,000.00, which represents all past and future Litigation costs and expenses necessary to prosecute, settle and administer the Litigation and this Settlement. Any attorneys' fees or Litigation costs awarded to Class Counsel by the Court as part of the Settlement Amount shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount. The "future" aspect of these amounts include, without limitation, all time and expenses expended by Class Counsel in defending the Settlement and securing preliminary and Final Approval (including any appeals therein). There will be no additional charge of any kind to either the members of the Settlement Class or request for additional consideration from Defendants for such work. This amount shall include all attorneys' fees, Litigation costs, and expenses for which Named Plaintiffs and Class Counsel could claim under any legal theory whatsoever. Within twenty-one (21) calendar days following the Date of Final Approval, the Settlement Administrator shall disburse payment from the Settlement Amount for the amount of attorneys' fees and Litigation costs approved by the Court to Class Counsel. Should the Court approve a lesser percentage or amount of fees and/or Litigation costs than the amount that Class Counsel ultimately seeks, then any such unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the participating Settlement Class Members on a pro-rata basis.

XIV. ENHANCEMENTS TO NAMED PLAINTIFFS

Defendants shall not oppose an application by Named Plaintiffs, and Named Plaintiffs shall not seek or receive an amount in excess of $7,500.00 each for their participation in and assistance with the Litigation (*i.e.*, Named Plaintiffs' class representative enhancement / service awards). Any enhancements awarded to Named Plaintiffs by the Court as part of the Settlement Amount shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves an enhancement of less than

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

$7,500.00 to either of the Named Plaintiffs, then the unapproved portion or portions shall revert into the Net Settlement Amount to be distributed between the participating Settlement Class Members on a pro-rata basis.

XV. TAXATION AND ALLOCATION

The Parties agree that all employment taxes and other legally required withholdings will be withheld from payments to the members of the Settlement Class and Named Plaintiffs based on the Parties stipulated allocation of the Net Settlement Amount as provided for in this Section. The Settlement Administrator will be responsible for calculating and withholding all employee-share employment taxes and other legally required withholdings from each Individual Settlement Payment

For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):

(1) 33% as wages; and

(2) 67% as penalties and interest.

Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement, by the Settlement Administrator. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes.

Finally, any and all Employer Taxes which Defendants normally would be responsible for paying based on the Net Settlement Payments made to the individual Class Members will be paid by Defendants in addition to and not as a deduction from the Settlement Amount based on the stipulated Net Settlement Allocation.

XVI. PRIVATE ATTORNEYS GENERAL ACT ALLOCATION

In order to implement the terms of this Settlement and to settle claims alleged under the PAGA, California *Labor Code* section 2698, *et seq*., the Parties agree to allocate $10,000.00 from the Settlement Amount as penalties authorized by the PAGA. Seventy-five percent (75%) of this amount will be paid to the LWDA and twenty-five percent (25%) of this amount will be distributed to the Participating PAGA Members, through the Settlement Administrator and at no additional cost

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

to Defendants. Within twenty-one (21) calendar days following the Date of Final Approval, the Settlement Administrator shall disburse the PAGA Settlement to the LWDA and will provide notice to the LWDA of the fact that the Settlement has been approved by the Court along with a copy of the Settlement Agreement and the Court order confirming the approval of the Settlement through the appropriate LWDA/California Department of Industrial Relations ("DIR") website.

XVII. COURT APPROVAL

This Agreement and the Settlement is contingent upon Final Approval by the Court and the entry of judgment. Named Plaintiffs and Defendants agree to take all steps as may be reasonably necessary to secure both Preliminary Approval and Final Approval of the Settlement, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining court approval, and, if necessary, appellate approval, of the Settlement in all respects. Named Plaintiffs and Defendants expressly agree that they will not file any objection to the terms of the Settlement or assist or encourage any person or entity to file any such objection.

In the event it becomes impossible to secure approval of the Settlement, the Parties shall be restored to their respective positions in the Litigation, as of the date of the hearing on the Motion for Preliminary Approval, except as otherwise provided in Section XVIII, below.

XVIII. MISCELLANEOUS PROVISIONS

A. Stay of Litigation.

Named Plaintiffs and Defendants agree to the stay of all discovery in the Litigation, pending Final Approval of the Settlement by the Court.

B. Interpretation of the Agreement.

This Agreement constitutes the entire agreement between Named Plaintiffs and Defendants. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of laws

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Sonoma, and Named Plaintiffs and Defendants hereby consent to the personal jurisdiction of the Court over them solely in connection therewith. Named Plaintiffs, on their own behalf and on behalf of the Settlement Class, and Defendants participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Named Plaintiffs nor Defendants may claim that any ambiguity in this Agreement should be construed against the other.

The terms and conditions of this Agreement constitute the exclusive and final understanding and expression of all agreements between Named Plaintiffs and Defendants with respect to the Settlement of the Litigation. The Agreement may be modified only by a writing signed by the original signatories and approved by the Court.

C. Further Cooperation.

Named Plaintiffs and Defendants and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary or convenient to effectuate all provisions of this Settlement Agreement.

D. Confidentiality of Documents.

After the expiration of any appeals period, Named Plaintiffs, the Settlement Administrator, and Class Counsel shall maintain the confidentiality of all documents, deposition transcripts, declarations and other information obtained in the lawsuit, unless necessary for appeal or such documents are ordered to be disclosed by the Court or by a subpoena.

E. Counterparts.

The Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

F. Authority.

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

G. No Third-Party Beneficiaries.

Named Plaintiffs, members of the Settlement Class, and Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

H. Modification.

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

In addition to the above, this Agreement may be modified based on the final size of the Settlement Class. Defendants represent that there are no more than 9,941 workweeks worked by the Class Members during the Settlement Period. In the event the number of workweeks worked by the Class Members increases by more than 10%, or 995, then the Settlement Amount shall be increased proportionally by the workweeks worked in excess of 9,941 multiplied by the workweek value. The workweek value is $30.18, which is calculated by dividing the Settlement Amount by 9,941 workweeks.

I. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

J. Severability.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

K. No Publicity.

The Parties agree that no Party shall issue any press release to the news media or otherwise post on social media or the internet concerning the Settlement or the Litigation unless and until the

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

Court has issued Final Approval and Judgement in this action.

APPROVED AS TO FORM AND CONTENT:

Date: 6/27/2023, 2023

OCTAVIO ABARCA-RUEDA, on behalf of himself and all others similarly situated

By: DocuSigned by: Octavio Abarca
J66844E65DF4443...
OCTAVIO ABARCA-RUEDA, *Plaintiff*

Date: 6/27/2023, 2023

HUBER ABARCA-RUEDA, on behalf of himself and all others similarly situated

By: DocuSigned by: Huber A.R
2444C96CD93424...
HUBER ABARCA-RUEDA, *Plaintiff*

Date: June 11, 2023

FOLEY FAMILY WINES, INC.

By: _____
Shawn Schiffer
President
For FOLEY FAMILY WINES, INC.,
Defendant

Date: June 11, 2023

FOLEY FAMILY FARMS, LP,
A Nevada Limited Partnership

By: _____
William P. Foley, II
President and Treasurer of Bognor Regis, Inc.
(*General Partner of Foley Family Farms, LP*)
Defendant

///

///

///

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

DocuSign Envelope ID: 19F61479-BFF5-41D3-9C19-C12024ACFD6B

APPROVED AS TO FORM:

Date: June 13, 2023

WILSHIRE LAW FIRM

By: _____
Justin F. Marquez
Benjamin H. Haber
Arrash T. Fattahi

Attorneys for Plaintiffs

Date: June 13, 2023

RUKIN HYLAND & RIGGIN

By: _____
John F. Hyland

Attorneys for Defendants FOLEY FAMILY WINES, INC. and FOLEY FAMILY FARMS, LP

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137

Exhibit 3

Wilshire Law Firm, PLC

Transaction Detail by Account

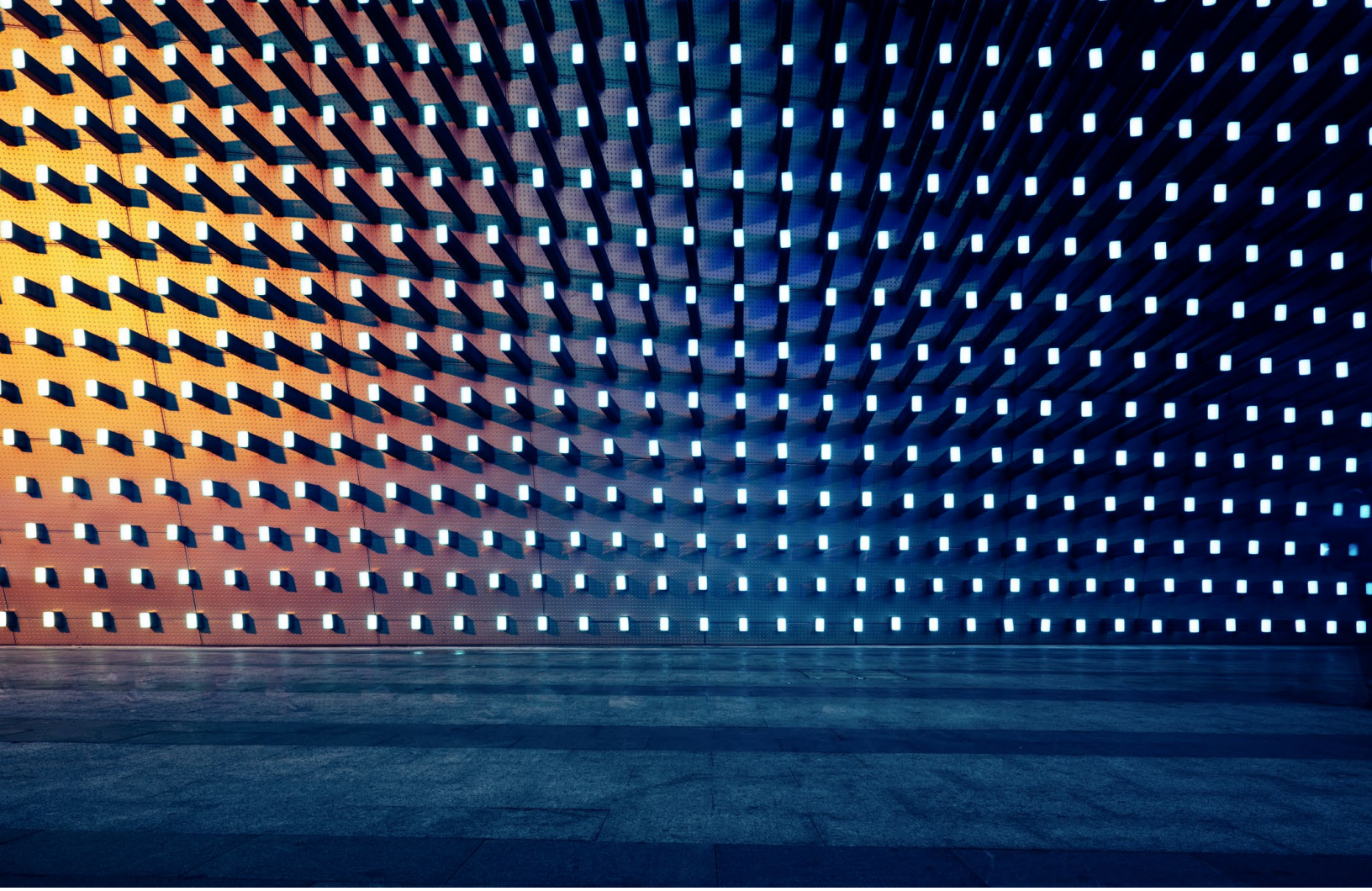
All Transactions

7/23/2024

Accrual Basis

Type	Date	Num	Memo	Amount	Balance
COS					
Mediation Fees					
	11/5/2021	2597	Mediation Fee	10,000.00	10,000.00
Total MEDIATION FEES				10,000.00	10,000.00
Expert Fees					
	6/23/2022	6287	Expert Fees	3,250.00	3,250.00
	6/29/2022	12232563	Expert Fees	69.34	69.34
Total EXPERT FEES				3,319.34	3,319.34
Legal Expenses					
	4/9/2021		PAGA Fee	75.00	75.00
	4/9/2021		PAGA Fee	75.00	75.00
	9/8/2021	844958460	Legal Research	10.74	10.74
	6/24/2022	7072D9F3-0004	Legal Research	123.57	123.57
	7/6/2022	846630730	Legal Research	11.72	11.72
	7/6/2022	846630730	Legal Research	152.83	152.83
	7/6/2022	846630730	Legal Research	11.72	11.72
	7/11/2022	846791965	Legal Research	30.41	30.41
	8/29/2022		Legal Research	83.34	83.34
	9/29/2022		Legal Research	83.34	83.34
	10/29/2022		Legal Research	83.34	83.34
Total LEGAL EXPENSES				741.01	741.01
Process Service Fees					
	4/8/2021	35868	Attorney Services	1,663.50	1,663.50
	4/22/2021	36196	Attorney Services	131.00	131.00
	4/22/2021	36197	Attorney Services	51.00	51.00
	4/22/2021	36198	Attorney Services	131.00	131.00
	4/23/2021	36268	Attorney Services	59.60	59.60
	4/23/2021	36269	Attorney Services	99.60	99.60
	4/26/2021	36257	Attorney Services	45.00	45.00
	4/28/2021	36294	Attorney Services	45.00	45.00
	8/2/2021	38802	Attorney Services	85.00	85.00
	8/5/2021	38890	Attorney Services	250.00	250.00
	9/7/2021	39939	Attorney Services	85.00	85.00
	11/18/2021		Attorney Services	16.06	16.06
	11/29/2022		Attorney Services	13.90	13.90
	12/19/2022		Attorney Services	17.60	17.60
	12/15/2023	21683880	Attorney Services	39.22	39.22
	1/5/2024	21890896	Attorney Services	79.99	79.99
	1/6/2024	21913279	Attorney Services	18.07	18.07
	1/6/2024	21913304	Attorney Services	18.07	18.07
	5/4/2024	22753642	Attorney Services	20.13	20.13
	5/16/2024	22782244	Attorney Services	40.87	40.87
	6/29/2024	22960234	Attorney Services	20.13	20.13
Total PROCESS SERVICE FEES				2,929.74	2,929.74
Other Costs					
	3/15/2021		Case Administration Fee for In-House Services	500.00	500.00
	6/14/2022		Breakfast during Mediation	59.43	59.43
	6/14/2022		Lunch during Mediation	164.61	164.61
	6/26/2023	E-3150411	Postage Cost	1.89	1.89
Total OTHER COSTS				725.93	725.93
TOTAL				**17,716.02**	**17,716.02**

Exhibit 4



ELM Solutions

2022 Real Rate Report®

The industry's leading analysis of law firm rates, trends, and practices

Wolters Kluwer

wolterskluwer.com

Table of Contents - 2022 Real Rate Report

A Letter to Our Readers • 4

Report Use Considerations • 5

Section I: High-Level Data Cuts • 8

- Partners, Associates, and Paralegals
- Partners, Associates, and Paralegals by Practice Area and Matter Type
- Partners and Associates by City
- Partners and Associates by City and Matter Type
- Partners by City and Years of Experience
- Associates by City and Years of Experience
- Partners and Associates by Firm Size and Matter Type

Section II: Industry Analysis • 63

- Partners, Associates, and Paralegals by Industry Group
- Partners and Associates by Industry Group and Matter Type
- Basic Materials and Utilities
- Consumer Goods
- Consumer Services
- Financials (Excluding Insurance)
- Health Care
- Industrials
- Technology and Telecommunications

Section III: Practice Area Analysis • 84

- Bankruptcy and Collections
- Commercial
- Corporate: Mergers, Acquisitions, and Divestitures
- Corporate: Regulatory and Compliance
- Corporate: Other
- Employment and Labor
- Environmental
- Finance and Securities
- General Liability (Litigation Only)
- Insurance Defense (Litigation Only)
- Intellectual Property: Patents
- Intellectual Property: Trademarks
- Intellectual Property: Other
- Real Estate

Section IV: In-Depth Analysis for Select US Cities • 172

- Boston, MA
- Chicago, IL
- Los Angeles, CA
- New York, NY
- Philadelphia, PA
- San Francisco, CA
- Washington, DC

Section V: International Analysis • 191

Section VI: Matter Staffing Analysis • 221

Appendix: Data Methodology • 226

Report Use Considerations

2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors[1] that drive rates[2]:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

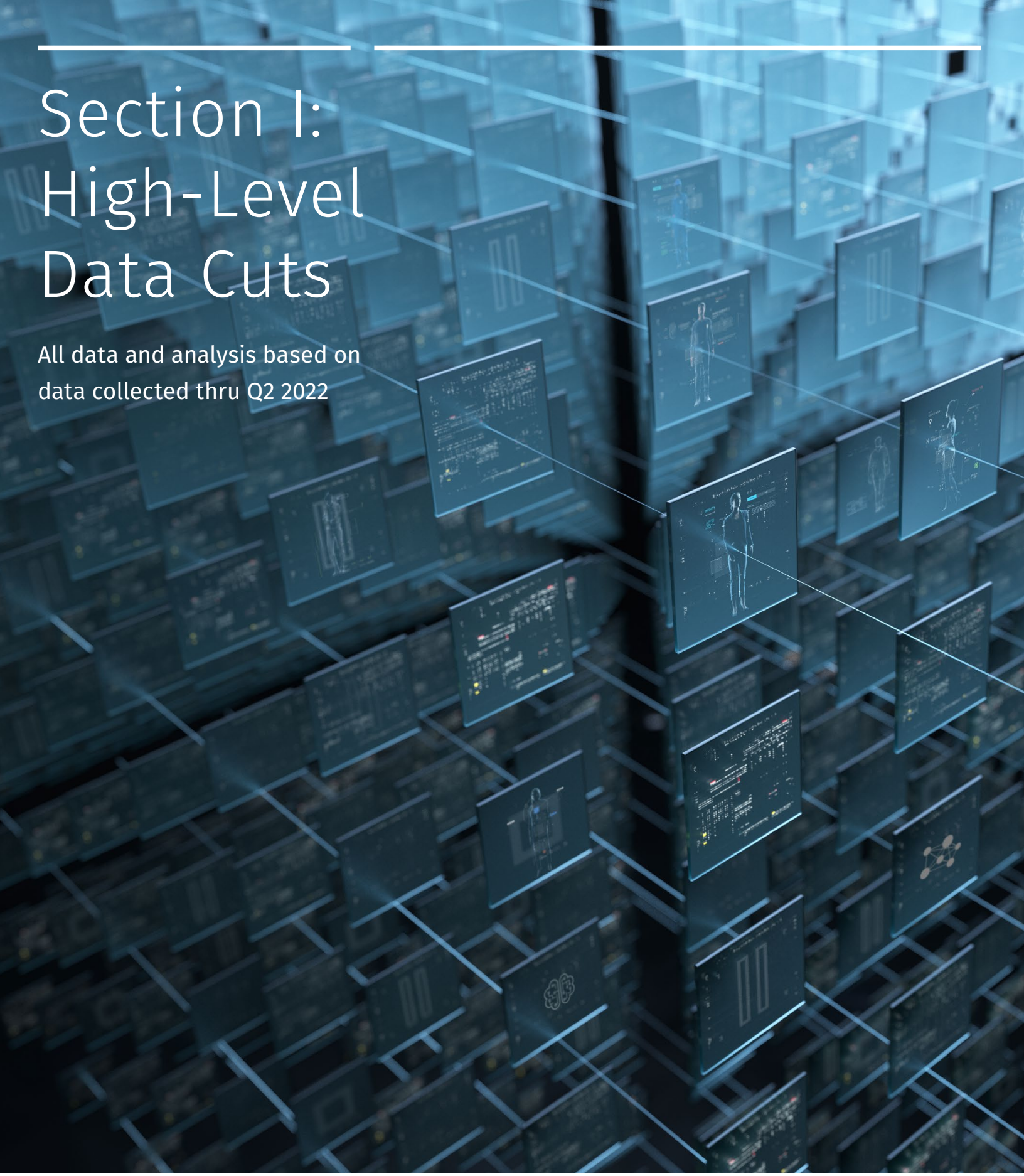
Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size – The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

1 **David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from:** https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html
2 **Source: 2018 RRR.** Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

All data and analysis based on data collected thru Q2 2022



Section I: High-Level Data Cuts

Cities
By Matter Type

2022 - Real Rates for Associate and Partner **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	$55	$225	$250	$178	$203	$175
	Non-Litigation	Partner	24	$315	$420	$485	$418	$394	$375
		Associate	25	$55	$126	$255	$155	$125	$259
Kansas City MO	Litigation	Partner	74	$413	$450	$556	$472	$450	$450
		Associate	50	$252	$329	$385	$319	$316	$305
	Non-Litigation	Partner	101	$411	$487	$615	$519	$487	$464
		Associate	73	$250	$320	$385	$322	$312	$285
Las Vegas NV	Non-Litigation	Partner	20	$350	$425	$525	$440	$422	$432
		Associate	11	$238	$267	$368	$301	$297	$282
Little Rock AR	Non-Litigation	Partner	11	$215	$215	$308	$264	$256	$298
Los Angeles CA	Litigation	Partner	322	$516	$725	$1,045	$799	$739	$702
		Associate	408	$400	$615	$855	$642	$606	$564
	Non-Litigation	Partner	521	$596	$868	$1,201	$903	$902	$858
		Associate	667	$441	$603	$845	$653	$712	$648

Section I: High-Level Data Cuts

Cities
By Matter Type

2022 - Real Rates for Associate and Partner **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Minneapolis MN	Non-Litigation	Associate	83	$340	$421	$528	$425	$408	$384
Nashville TN	Litigation	Partner	24	$275	$320	$456	$363	$378	$403
	Non-Litigation	Partner	78	$412	$484	$576	$505	$481	$470
		Associate	59	$270	$330	$384	$340	$315	$285
New Orleans LA	Litigation	Partner	47	$290	$332	$412	$343	$330	$340
		Associate	42	$231	$243	$340	$278	$290	$275
	Non-Litigation	Partner	32	$295	$347	$405	$419	$380	$391
		Associate	21	$244	$250	$278	$273	$303	$258
New York NY	Litigation	Partner	614	$475	$675	$1,088	$808	$784	$746
		Associate	631	$323	$460	$729	$545	$527	$509
	Non-Litigation	Partner	1,376	$765	$1,235	$1,638	$1,189	$1,139	$1,090
		Associate	1,809	$550	$776	$1,050	$796	$766	$716
Oklahoma City OK	Non-Litigation	Partner	14	$235	$338	$393	$337	$319	$311
Omaha NE	Litigation	Partner	12	$293	$339	$353	$329	$338	$341

Section I: High-Level Data Cuts

Cities
By Matter Type

2022 - Real Rates for Associate and Partner **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Rochester NY	Non-Litigation	Partner	12	$270	$360	$488	$386	$341	$446
		Associate	13	$220	$310	$375	$314	$278	$287
Sacramento CA	Non-Litigation	Partner	11	$381	$437	$682	$534	$559	$516
Salt Lake City UT	Litigation	Partner	14	$246	$353	$468	$363	$333	$379
	Non-Litigation	Partner	42	$297	$371	$447	$391	$363	$353
		Associate	22	$220	$240	$270	$248	$247	$228
San Diego CA	Litigation	Associate	23	$151	$225	$300	$255	$258	$264
	Non-Litigation	Partner	89	$332	$540	$1,066	$699	$667	$649
		Associate	71	$250	$325	$424	$373	$378	$351
San Francisco CA	Litigation	Partner	143	$423	$675	$995	$742	$711	$691
		Associate	98	$325	$430	$731	$525	$517	$470
	Non-Litigation	Partner	221	$475	$750	$950	$758	$746	$741
		Associate	151	$338	$486	$702	$545	$563	$507
San Jose CA	Litigation	Partner	33	$654	$921	$1,133	$916	$907	$864

Section I: High-Level Data Cuts

Cities
By Matter Type

2022 - Real Rates for Associate and Partner **Trend Analysis - Mean**

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
San Jose CA	Litigation	Associate	22	$461	$580	$745	$608	$593	$498
	Non-Litigation	Partner	50	$660	$864	$1,303	$969	$985	$887
		Associate	46	$380	$460	$775	$616	$639	$567
Seattle WA	Litigation	Partner	76	$497	$655	$760	$635	$567	$510
		Associate	61	$394	$468	$530	$447	$453	$395
	Non-Litigation	Partner	148	$410	$526	$760	$571	$547	$547
		Associate	113	$310	$395	$502	$422	$401	$377
St. Louis MO	Litigation	Partner	46	$260	$350	$435	$376	$373	$388
		Associate	17	$197	$225	$250	$228	$237	$232
	Non-Litigation	Partner	57	$352	$419	$540	$451	$446	$473
Tampa FL	Litigation	Partner	31	$369	$508	$595	$490	$467	$452
		Associate	15	$269	$298	$368	$316	$302	$306
Trenton NJ	Non-Litigation	Partner	21	$408	$600	$700	$569	$620	$581
		Associate	12	$480	$495	$500	$448	$376	$387

Section I: High-Level Data Cuts

Cities
By Years of Experience

2022 - Real Rates for Associate | **Trend Analysis - Mean**

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	$270	$325	$360	$318	$295	$283
	7 or More Years	28	$292	$334	$391	$333	$312	$302
Los Angeles CA	Fewer Than 3 Years	63	$429	$595	$654	$556	$524	$488
	3 to Fewer Than 7 Years	144	$486	$688	$838	$662	$626	$530
	7 or More Years	171	$351	$550	$840	$600	$634	$586
Miami FL	3 to Fewer Than 7 Years	19	$300	$360	$457	$380	$331	$313
	7 or More Years	36	$295	$450	$595	$460	$433	$385
Minneapolis MN	Fewer Than 3 Years	11	$374	$405	$446	$408		$230
	3 to Fewer Than 7 Years	27	$340	$451	$510	$421	$358	$356
	7 or More Years	27	$423	$468	$585	$478	$438	$392
Nashville TN	7 or More Years	12	$219	$245	$345	$282	$266	$262
New Orleans LA	3 to Fewer Than 7 Years	12	$232	$243	$265	$261	$242	$245
	7 or More Years	18	$243	$312	$343	$306	$318	$294
New York NY	Fewer Than 3 Years	142	$443	$622	$775	$629	$600	$652

Section I: High-Level Data Cuts

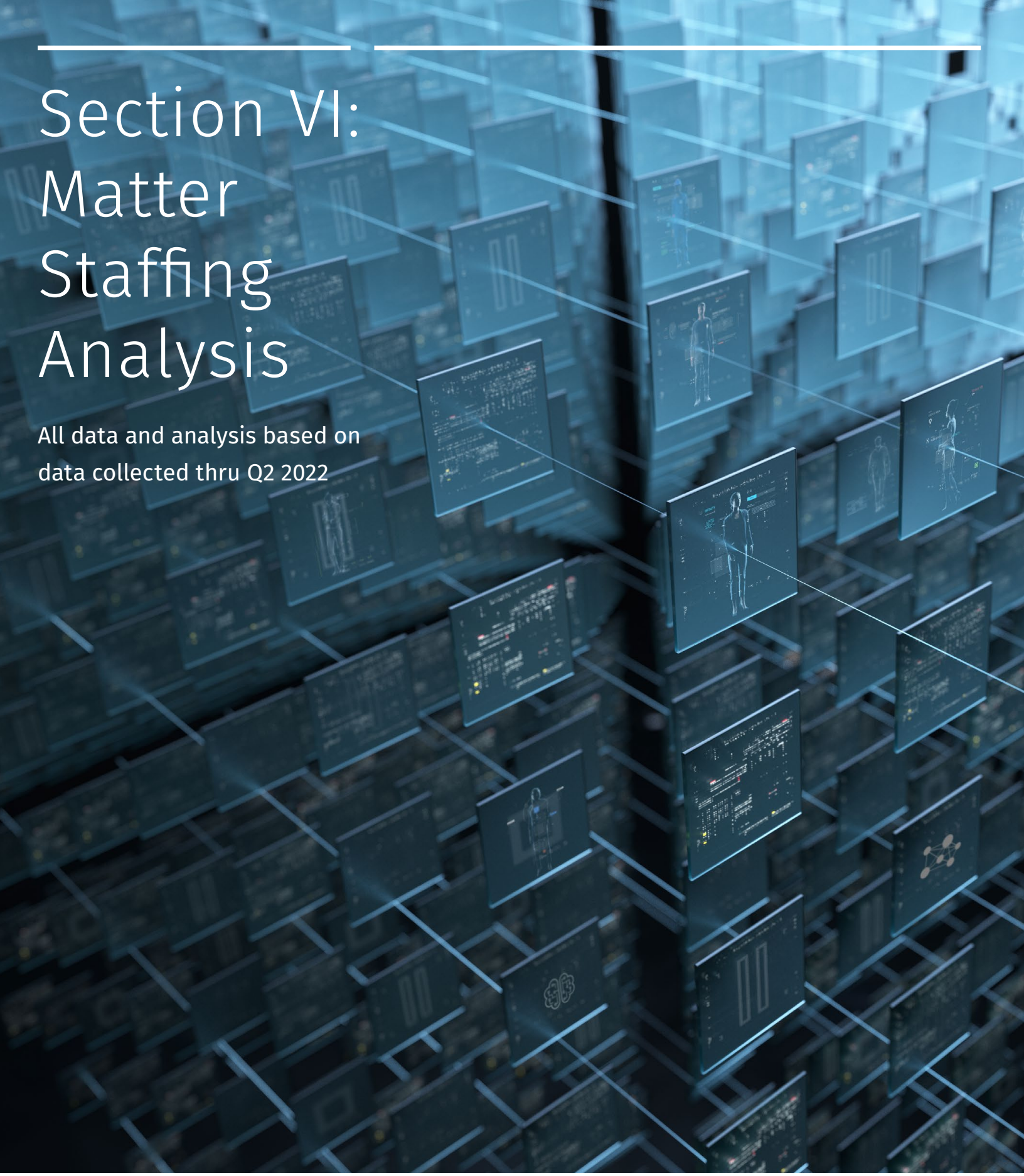
Cities
By Years of Experience

2022 - Real Rates for Partner **Trend Analysis - Mean**

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	$400	$450	$537	$473	$411	$397
	21 or More Years	68	$440	$553	$658	$539	$497	$491
Las Vegas NV	Fewer Than 21 Years	12	$284	$381	$495	$389	$349	$343
	21 or More Years	13	$350	$425	$515	$468	$456	$472
Los Angeles CA	Fewer Than 21 Years	183	$533	$801	$1,075	$804	$797	$682
	21 or More Years	333	$550	$765	$1,133	$863	$842	$808
Memphis TN	Fewer Than 21 Years	14	$288	$331	$380	$345	$317	$328
	21 or More Years	15	$355	$415	$425	$394	$382	$375
Miami FL	Fewer Than 21 Years	57	$370	$450	$598	$490	$498	$443
	21 or More Years	104	$388	$581	$749	$584	$580	$536
Milwaukee WI	21 or More Years	16	$302	$454	$613	$589	$515	$530
Minneapolis MN	Fewer Than 21 Years	36	$470	$530	$607	$532	$486	$499
	21 or More Years	84	$507	$675	$796	$656	$620	$589
Nashville TN	Fewer Than 21 Years	28	$375	$405	$535	$449	$405	$397

Section VI: Matter Staffing Analysis

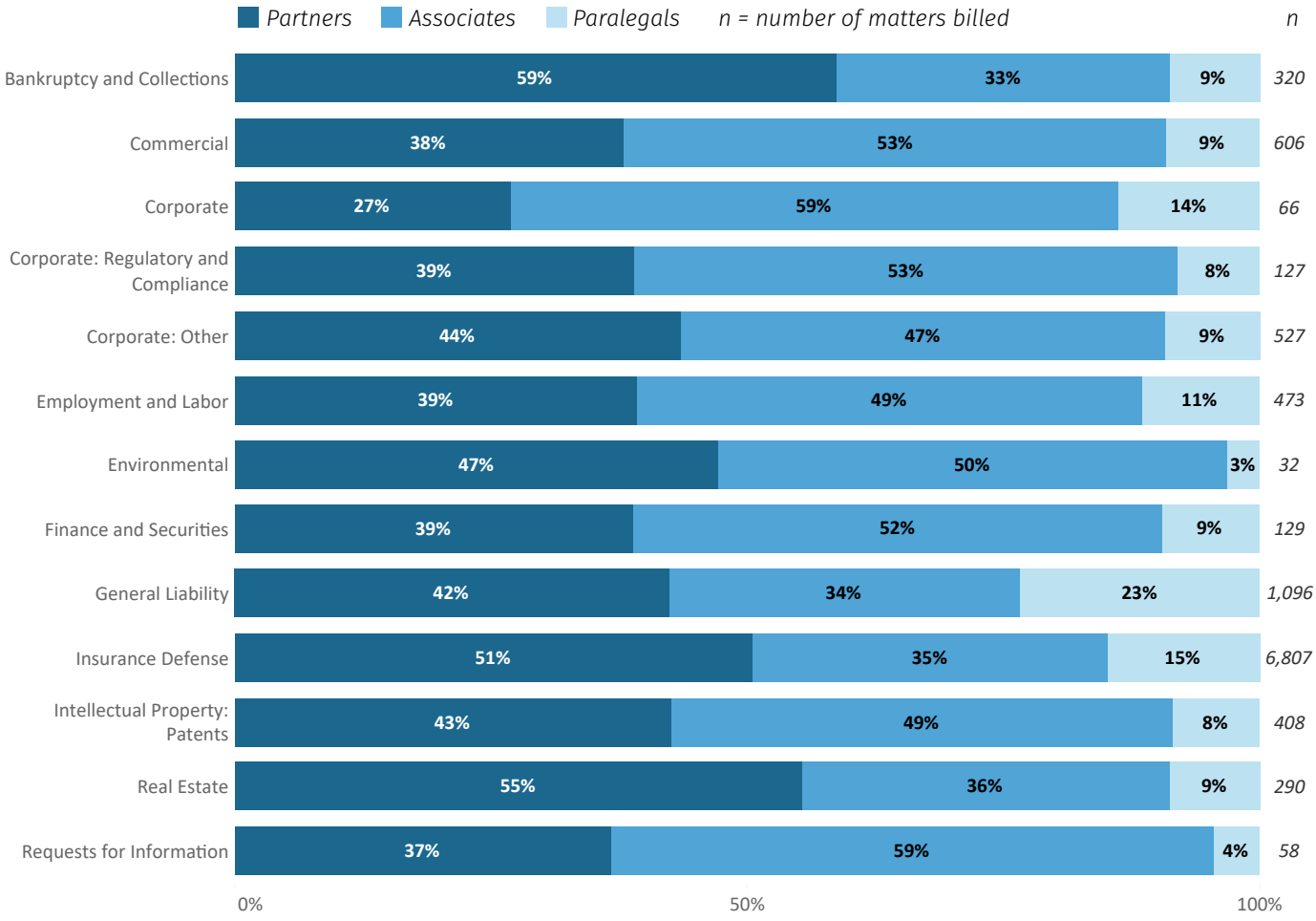
All data and analysis based on data collected thru Q2 2022



Section VI: Matter Staffing Analysis

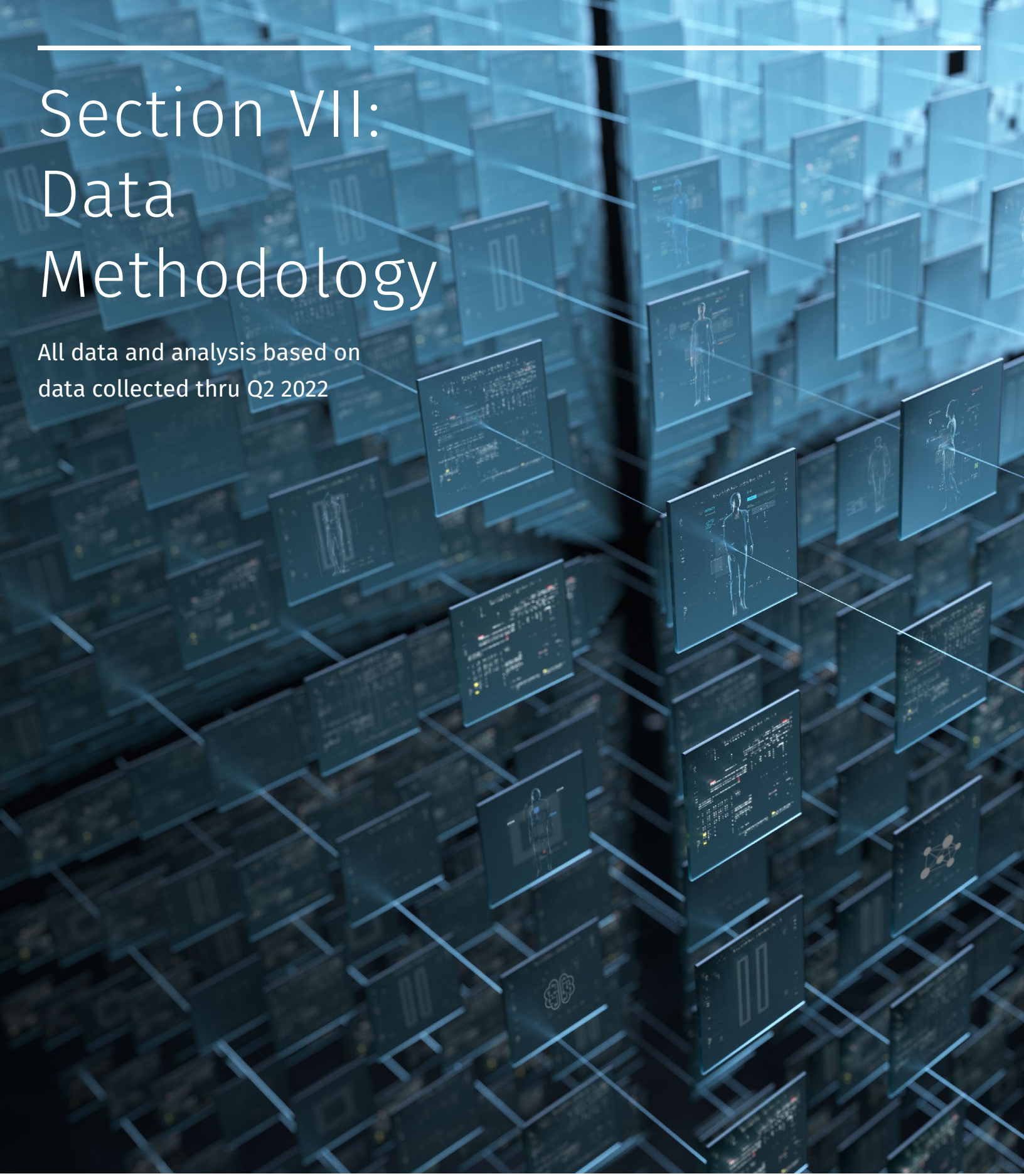
Long Litigation Matters, More Than 100 Total Hours Billed

2019 to 2022 -- Percentage of Hours Billed per Matter



Section VII: Data Methodology

All data and analysis based on data collected thru Q2 2022



Appendix: Data Methodology

Invoice Information

Data in Wolters Kluwer ELM Solutions' reference database and the 2022 Real Rate Report were taken from invoice line-item entries contained in invoices received and approved by participating companies.

Invoice data were received in the Legal Electronic Data Exchange Standard (LEDES) format (LEDES.org). The following information was extracted from those invoices and their line items:

- Law firm (which exists as a random number in the ELM Solutions reference database)
- Timekeeper ID (which exists as a random number in the ELM Solutions reference database)
- Matter ID (which exists as a random number in the ELM Solutions reference database)
- Timekeeper's position (role) within the law firm (partner, associate, paralegal, etc.)
- Uniform Task-Based Management System Code Set, Task Codes, and Activity Codes (UTBMS.com)
- Date of service
- Hours billed
- Hourly rate billed
- Fees billed

Non-Invoice Information

To capture practice area details, the matter ID within each invoice was associated with matter profiles containing areas of work in the systems of each company. The areas of work were then systematically categorized into legal practice areas. Normalization of practice areas was done based on company mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

The majority of analyses included in this report have been mapped to one of 11 practice areas, further divided into sub-areas and litigation/non-litigation (for more information on practice areas and sub-areas, please refer to pages 232-234).

To capture location and jurisdiction details, law firms and timekeepers were systematically mapped to the existing profiles within ELM Solutions systems, as well as with publicly available data sources for further validation and normalization. Where city location information is provided, it includes any address within that city's defined Core-Based Statistical Area (CBSA) as defined by the Office of Management and Budget (OMB). The CBSAs are urban centers with populations of 10,000 or more and include all adjacent counties that are economically integrated with that urban center.

Where the analyses focus on partners, associates, and paralegals, the underlying data occasionally included some sub-roles, such as "senior partner" or "junior associate." In such instances, those timekeeper sub-roles were placed within the broader partner, associate, and paralegal segments.

Demographics regarding law firm size, location, and lawyer years of experience were augmented by incorporating publicly available information.

Appendix: Data Methodology

A Note on US Cities

Principal City	CBSA Name
Hartford, CT	Hartford-East Hartford-Middletown, CT
Honolulu, HI	Urban Honolulu HI
Houston, TX	Houston-The Woodlands-Sugar Land, TX
Indianapolis, IN	Indianapolis-Carmel-Anderson, IN
Jackson, MS	Jackson, MS
Jacksonville, FL	Jacksonville, FL
Kansas City, MO	Kansas City, MO-KS
Lafayette, LA	Lafayette, LA
Las Vegas, NV	Las Vegas-Henderson-Paradise, NV
Lexington, KY	Lexington-Fayette, KY
Little Rock, AR	Little Rock-North Little Rock-Conway, AR
Los Angeles, CA	Los Angeles-Long Beach-Anaheim, CA
Louisville, KY	Louisville/Jefferson County, KY-IN
Madison, WI	Madison, WI
Memphis, TN	Memphis-Forrest City, TN-MS-AR
Miami, FL	Miami-Fort Lauderdale-Pompano Beach, FL
Milwaukee, WI	Milwaukee-Waukesha, WI
Minneapolis, MN	Minneapolis-St. Paul-Bloomington, MN-WI
Nashville, TN	Nashville-Davidson-Murfreesboro-Franklin, TN
New Haven, CT	New Haven-Milford, CT
New Orleans, LA	New Orleans-Metairie, LA
New York, NY	New York-Newark-Jersey City, NY-NJ-PA
Oklahoma City, OK	Oklahoma City, OK
Omaha, NE	Omaha-Council Bluffs, NE-IA
Orlando, FL	Orlando-Kissimmee-Sanford, FL
Philadelphia, PA	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD
Phoenix, AZ	Phoenix-Mesa-Chandler, AZ
Pittsburgh, PA	Pittsburgh, PA
Portland, ME	Portland-South Portland, ME
Portland, OR	Portland-Vancouver-Hillsboro, OR-WA
Providence, RI	Providence-Warwick, RI-MA
Raleigh, NC	Raleigh-Cary, NC
Reno, NV	Reno-Carson City-Fernley, NV

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections
General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate[1]

Antitrust and Competition
Corporate Development
General/Other
Governance
Information and Technology
Mergers, Acquisitions, and Divestitures
Partnerships and Joint Ventures
Regulatory and Compliance
Tax
Treasury
White Collar/Fraud/Abuse

Employment and Labor

ADA
Agreements
Compensation and Benefits
Discrimination, Retaliation, and Harassment/EEO
Employee Dishonesty/Misconduct
ERISA
General/Other
Immigration
Union Relations and Negotiations/NLRB
Wages, Tips, and Overtime
Wrongful Termination

Environmental

General/Other
Health and Safety
Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing
Debt/Equity Offerings
Fiduciary Services
General/Other
Investments and Other Financial Instruments
Loans and Financing
SEC Filings and Financial Reporting
Securities and Banking Regulations

General Liability

Asbestos/Mesothelioma
Auto and Transportation
Consumer Related Claims
Crime, Dishonesty and Fraud
General/Other
Personal Injury/Wrongful Death
Premises
Product and Product Liability
Property Damage
Toxic Tort

1 All references to "Corporate: General/Other" in the Real Rate Report are the aggregation of all Corporate sub-areas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

Exhibit 5

Free Newsletter Sign Up

Business & Practice

Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder'

By Roy Strom

Column
June 9, 2022, 2:30 AM

Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers' billing rates and why it's so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.

Some of the nation's top law firms are charging more than $2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than $1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they're accused of fraud, charges $1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at $2,465 an hour. Want to hire famous litigator David Boies? That'll cost $1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

"Value is in the eye of the beholder," said John O'Connor, a San Francisco-based expert on legal fees. "The perceived value of a good lawyer can reach into the multi-billions of dollars."

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

Charge It Up

Big Law firms are crossing the $2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

Firm	Highest Billing Rate
Hogan Lovells	$2,465
Latham & Watkins	$2,075
Kirkland & Ellis	$1,995
Simpson Thacher & Bartlett	$1,965
Boies Schiller Flexner	$1,950
Sidley Austin	$1,900

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over $5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly $2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than $1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

Worth Your Time

On Cravath: Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

On Big Law Promotions: It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

On Working From Home: I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast here.

00:00:00

That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

Documents

Trustee's Objection

Related Articles

Overworked Big Law Can't Find Enough Lawyers With Demand Surging	Dec. 9, 2021, 3:00 AM
Never Underestimate Big Law's Ability to Raise Billing Rates	Aug. 12, 2021, 3:00 AM

Law Firms

Simpson Thacher
Hogan Lovells
Jones Day
Skadden
Sidley Austin
Quinn Emanuel
Cravath Swaine & Moore
Latham & Watkins
Kirkland & Ellis
Boies Schiller Flexner

Topics

expert fees
compensation of bankruptcy attorney
acquisitions
U.S. trustees
financial markets
client-paid legal fees
data breaches

Companies

Johnson & Johnson
Thomson Reuters Corp

© 2022 The Bureau of National Affairs, Inc. All Rights Reserved

PROOF OF SERVICE

Abarca-Rueda, et al. v. Foley Family Wines, Inc. et al.
SCV-268148

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On **July 30, 2024**, I served the foregoing **DECLARATION OF JUSTIN F. MARQUEZ IN SUPPORT OF PLAINTIFFS' MOTION FINAL APPROVAL OF CLASS ACTION SETTLEMENT,** on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

John F. Hyland (SBN 178875)
jhyland@rukinhyland.com
Brigitte A. Butler
bbutler@rukinhyland.com
RUKIN HYLAND & RIGGIN LLP
1939 Harrison Street, Suite 925
Oakland, California 94612
Tel: (415) 421-1800
Fax: (415) 421-1700

Attorneys for Defendants Foley Family Wines, Inc., and Foley Family Farms, LP

Ryan Greenspan, Esq.
rgreenspan@grsm.com
Amber Eklof, Esq.
aeklof@grsm.com
Vanessa Santellan
vsantellan@grsm.com
Stacey Drucker
sdrucker@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
275 Battery Street, Suite 2000
San Francisco, California 94111
Telephone: (415) 875-4242
Facsimile: (415) 986-8054

Attorneys for Defendant Ferrari-Carano Vineyards and Winery, LLC

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed this **July 30, 2024** at Los Angeles, California.

Rebecca Padilla
Type or Print Name

Signature

WILSHIRE LAW FIRM, PLC
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010-1137