

**STIPULATION OF CLASS ACTION SETTLEMENT
AND RELEASE OF CLAIMS**

This Stipulation of Class Action Settlement and Release of Claims is entered into by and between Plaintiff EDUARDO RUIZ, individually and on behalf of the Settlement Class and Defendant SUTTER HOME WINERY, INC., subject to the terms and conditions hereof and the approval of the Court.

I. DEFINITIONS

1. "Action" or "Lawsuit" refers to the civil action filed December 4, 2017 in the Superior Court of the State of California for the County of Sacramento captioned as *EDUARDO RUIZ, on behalf of himself and others similarly situated v. SUTTER HOME WINERY, INC., a California corporation; TRINCHERO FAMILY ESTATES, a business entity of unknown for; and DOES 1 to 100, inclusive, et al.*, Case No. 34-2017-00223127.

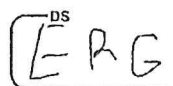
2. "Agreement" or "Settlement" or "Settlement Agreement" means this Stipulation of Class Action Settlement and Release of Claims.

3. "Class" shall include all current and former hourly nonexempt employees of Sutter Home Winery, Inc. who were employed in the State of California at any time during the Class Period.

4. "Class Counsel" means and refers to Joseph Lavi, Vincent C. Granberry, Anwar D. Burton of LAVI & EBRAHIMIAN, LLP and Sahag Majarian II of the LAW OFFICES OF SAHAG MAJARIAN II.

5. "Class Counsel Award" means attorneys' fees for Class Counsels' litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, paid from the Maximum Settlement Fund.

6. "Class Data" means information regarding Class Members that Defendant will, in good faith, compile from its payroll and other business records and provide to the Settlement Administrator. It shall be formatted in a form acceptable to the Claims Administrator and shall include the following information for each Class Member: (1) employee identification number; (2)

full name; (3) last known address; (4) last known home telephone number; (5) Social Security Number; (6) start and end dates of employment; (7) the number of qualifying Compensable Pay Periods associated with each individual during the Class Period.

7. "Class Member" shall refer to an employee of Defendant who falls within the definition of the Class.

8. "Class Period" means the period from December 4, 2013 to November 3, 2020.

9. "Class Representative Enhancement" means the amount that the Court authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action and in exchange for executing the General Release provided herein.

10. "Class Representative" means Plaintiff EDUARDO RUIZ in his capacity as the representative of the Class Members.

11. "Compensable Workweeks" means the total number of calendar weeks in which a Class Member worked at least one day of the week for Defendant during the Class Period, according to Defendant's records.

12. "Counsel for Defendant" shall refer to R. Brian Dixon and Kurt R. Bockes of LITTLER MENDELSON, P.C.

13. "Court" means Sacramento County Superior Court.

14. "Defendant" means SUTTER HOME WINERY, INC. DBA TRINCHERO FAMILY ESTATES.

15. "Effective Date" means: (a) the date upon which the time for appeal of the Court's order granting final approval of the Settlement Agreement expires; unless (b) an appeal is timely filed, then "Effective Date" means the date of final resolution of any appeal from the order granting final approval of the Settlement Agreement or dismissal of the appeal.

16. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Settlement Class Member who has not submitted a Request for Exclusion.

17. "Maximum Settlement Fund" means the sum of the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs up to a maximum amount of Eight Hundred Twelve Thousand Five Hundred Dollars (\$812,500.00).

18. "Net Settlement Amount" or "NSA" means the Maximum Settlement Fund, less Class Counsel Award, Class Representative Enhancement, PAGA Payment, and Settlement Administration Costs.

19. "Notice Packet" means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A in English and Spanish.

20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004.

21. "PAGA Payment" means the portion of the Maximum Settlement Fund that is designated as civil penalties pursuant to PAGA in the total amount of Twenty Five Thousand Dollars (\$25,000.00) for the PAGA period of December 4, 2016 to November 3, 2020.

22. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

23. "Payment Ratio" means the respective Compensable Workweeks for each Class Member divided by the total Compensable Workweeks for all Class Members.

24. "Plaintiff" means EDUARDO RUIZ.

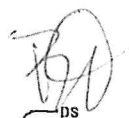
25. "Preliminary Approval Date" means the date on which the Court enters an order granting preliminary approval of the Settlement.

26. "Released Claims" means any and all claims for wages, statutory and civil penalties, damages, liquidated damages, premiums, restitution, injunctive relief, pre-judgment and post-judgment interest, fees and costs, action or causes of action and all other forms of legal and equitable relief that were or could have been raised based on the facts that were alleged or that could have been alleged based upon the factual allegations in the Lawsuit, whether known or unknown, including but not limited to all claims asserted in the Lawsuit for: (1) failure to pay all wages for all hours of work at the legally minimum wage rate in violation of California Labor

Code sections 1194, 1194.2, and 1197, and the Wage Orders; (2) failure to pay wages for all overtime hours worked in violation of California Labor Code sections 510 and 1194, and the Wage Orders; (3) failure to include all remuneration when calculating the overtime rate of pay in violation of California Labor Code sections 510 and 1194, and the Wage Orders; (4) failure to provide meal periods and meal period premium wages in violation of California Labor Code sections 226.7 and 512, and the Wage Orders; (5) failure to provide rest breaks and rest break premium wages in violation of California Labor Code section 226.7, and the Wage Orders; (6) failure to timely pay final wages in violation of California Labor Code sections 201 and 202; (7) unfair competition in violation of Business and Professions Code section 17200, *et seq.*; and for recovery of statutory and civil penalties pursuant to the California Labor Code (including but not limited to penalties under the California Private Attorneys General Act) or any other source of obligation, based on federal, state or local law, that is now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, arising out of the facts that were alleged, or could have been alleged in regard to the subject of those allegations in the Lawsuit (the “Released Claims”) against the Released Parties. The Parties agree that the judgment and release of claims provided herein shall have *res judicata* effect.

27. “Released Parties” means Defendant SUTTER HOME WINERY, INC. DBA TRINCHERO FAMILY ESTATES and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives.

28. “Request for Exclusion” means a written statement requesting exclusion containing the Class Member’s name, address, and telephone number to be mailed by the Class Members who wish to opt out of the Settlement Class. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator.


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29. "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and is the last date on which Class Members may submit Requests for Exclusion or Objections to the Settlement.

30. "Settlement Administrator" or "Claims Administrator" means Simpluris, Inc.

31. "Settlement Class Members" or "Settlement Class" means all Class Members who do not timely submit a valid Request for Exclusion to be excluded from the class as provided for in this Agreement.

II. RECITALS

32. On December 4, 2017, Plaintiff filed a putative class action Complaint against Defendant in Sacramento County Superior Court captioned as *EDUARDO RUIZ, on behalf of himself and others similarly situated v. SUTTER HOME WINERY, INC., a California corporation; TRINCHERO FAMILY ESTATES, a business entity of unknown for; and DOES 1 to 100, inclusive, et al.,* Case No. 34-2017-00223127. The claims for relief Plaintiff asserted on behalf of himself and the putative class are: (1) failure to pay all wages for all hours of work at the legally minimum wage rate in violation of California Labor Code sections 1194, 1194.2, and 1197, and the Wage Orders; (2) failure to pay wages for all overtime hours worked in violation of California Labor Code sections 510 and 1194, and the Wage Orders; (3) failure to include all remuneration when calculating the overtime rate of pay in violation of California Labor Code sections 510 and 1194, and the Wage Orders; (4) failure to provide meal periods and meal period premium wages in violation of California Labor Code sections 226.7 and 512, and the Wage Orders; (5) failure to provide rest breaks and rest break premium wages in violation of California Labor Code section 226.7, and the Wage Orders; (6) failure to timely pay final wages in violation of California Labor Code sections 201 and 202; and (7) unfair competition in violation of Business and Professions Code section 17200, *et seq.*

33. Defendant filed an answer to the Complaint on January 19, 2018, asserting general and affirmative defenses.

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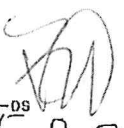
34. The Parties engaged in a voluntary exchange of information concerning the claims and defenses set forth in the Action, including Defendant's policies and practices regarding the alleged violations, and extensive class payroll data. The Parties additionally have each conducted independent investigations and fact finding, and have engaged in written discovery.

35. On June 12, 2019, the parties engaged in mediation under the guidance of an experienced wage and hour neutral, Jeffrey A. Ross in Oakland, California (the "Mediation"). While progress was made, the parties did not reach a settlement at the June 12 mediation session. Following the mediation the parties engaged in a further exchange of information and detailed class data and scheduled a second mediation with Mr. Ross for August 3, 2020. After a full day of mediation on August 3, 2020, the Parties reached an agreement to resolve all claims in this Action.

36. As part of the Settlement, the Parties have agreed that Plaintiff shall file a notice with California's Labor and Workforce Development Agency ("LWDA") and send a letter to Defendant regarding his intent to seek civil penalties under PAGA. Plaintiff shall also file a First Amended Complaint which sets forth all of Plaintiff's claims. Plaintiff's claims in the First Amended Complaint shall be deemed denied by Defendant's Answer to the initial Complaint and shall not require further response.

37. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders.

38. The Plaintiff and Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Settlement Class in light of all known facts


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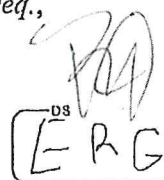
and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Actions on the terms set forth herein.

III. TERMS OF AGREEMENT

39. Settlement Consideration. Defendant shall pay the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Defendant shall not be required to pay more than the Maximum Settlement Fund except its share of payroll taxes.

40. Release By All Settlement Class Members. Upon the Effective Date, each Class Member (including Plaintiff) who does not timely submit a valid Request for Exclusion, shall, for the Class Period, fully release and forever discharge the Released Parties from the Released Claims. Notwithstanding a Class Member's Request for Exclusion, a Class Member will be deemed to have released claims made by or on behalf of the Class Member under PAGA as provided in Paragraph 47(g).

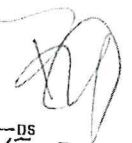
41. General Release By Plaintiff. Plaintiff, for himself and for any decedent, heirs, legal representatives, successors and assigns, does hereby irrevocably and unconditionally release, acquit and forever discharge the Released Parties, of and from any and all claims, rights, demands, debts, obligations, damages or accountings of whatever nature, whether known or unknown, which he may have, may have had, or in the future may believe he has against the Released Parties, arising in any regard out of Plaintiff's employment by Defendant, including but not limited to any and all claims arising from or dependent on the California Labor Code, the Wage Orders of the California Industrial Welfare Commission, California Business and Professions Code Section 17200, *et seq.*, California Labor Code Private Attorneys General Act of 2004, Labor Code § 2699, *et seq.*, the California Fair Employment and Housing Act, Cal. Gov't Code Section 12900 *et seq.*,

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the California common law of contract and tort, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, 42 U.S.C. Section 12101 *et seq.*, the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1001 *et seq.*, the Fair Labor Standards Act, 29 U.S.C. Section 201 *et seq.* and the Portal to Portal Act, 29 U.S.C. Section 251, *et seq.*, except for such claims that cannot be released by law. With respect to the claims referenced in this paragraph, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits they may otherwise have had pursuant to section 1542 of the California Civil Code, which states that:

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.

42. Nothing in this Agreement, including the General Release by Plaintiff, shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex, failure to prevent an act of workplace harassment or discrimination based on sex, or act of retaliation against a person for reporting harassment or discrimination based on sex related to the Action or waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendant, or on the part of the agents or employees of the Defendant, when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, prevents Plaintiff from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information, or limits Plaintiff from exercising rights under Section 7 of the NLRA to engage in protected, concerted activity with other


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employees, although by signing this Agreement Plaintiff is waiving rights to individual relief (including backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or an award from a government agency (and not Defendant) for information provided to the government agency or where otherwise prohibited.

43. Certification of the Settlement Class and Nullification of Settlement Agreement.

The Parties stipulate to conditional class certification of the Settlement Class for the Class Period for purposes of settlement only. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein:

a. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

b. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

c. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

44. Tax Treatment.

a. The Parties, Class Counsel and Defense Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes and penalties found to be due from or against a Settlement

Class Member as a result of the Individual Settlement Payments described herein and will hold the Plaintiff and the Released Parties, Class Counsel and Defense Counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from the tax treatment of the payments made pursuant to this Agreement, including the treatment of such payments as not subject to withholding or deduction for income or payroll and employment taxes.

b. All Parties represent that they have not received, and shall not rely on, advice or representations from the other Party or his/its agents regarding the tax treatment of payments under federal, state, or local law.

45. Preliminary Approval Motion. At the earliest practicable time, Plaintiff and Class Counsel shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. The Order Granting Preliminary Approval shall be in a form substantially similar to Exhibit B. Any dispute regarding forms of notices and other documents necessary to implement the Settlement contained in the Stipulation, if not timely resolved among the Parties, shall be referred to the Court. The Parties shall seek a prompt hearing date to obtain preliminary approval of the Settlement.

46. Settlement Administrator. The Settlement Administrator shall be responsible for: (a) processing and mailing payments to the Class Representatives, Class Counsel, LWDA and Settlement Class Members; (b) printing and mailing the Notice Packets to the Class Members as directed by the Court; (c) receiving and reporting the objections and Requests for Exclusion; (d) distributing tax forms to the Settlement Class Members; (e) providing declaration(s), as necessary, in support of preliminary and/or final approval of this Settlement; (f) calculating and withholding all taxes from the wage portion of the payments to Settlement Class Members; (g) calculating and notifying Defendant of its portion of the taxes on the wage portion of the payments to Settlement Class Members and accepting payment of such taxes from Defendant; (h) timely depositing all tax payments with the appropriate government entities; and (i) other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall

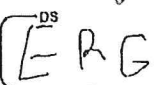
keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

47. Settlement Administration.

a. Class Data. No later than fifteen (15) days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to Class Members. The Class Data shall be confidential. The Settlement Administrator shall not provide the Class Data to Class Counsel or Plaintiff or any third party, or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.

b. Notice Packets. The Notice Packet shall contain the Notice of Class Action Settlement in English and Spanish, in a form substantially similar to the form attached hereto as Exhibit A. The Notice of Class Action Settlement shall set forth the material terms of the Settlement, including the release to be given by all members of the Settlement Class who do not request to be excluded from the Settlement Class. The Notice Packet also shall be individualized by including the Class Members' starting and ending dates of employment during the Class Period, the number of Compensable Workweeks, and the estimated amount of their Individual Settlement Payment.

c. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database and/or similar database(s) to update and correct any known or identifiable address changes. No later than fifteen (15) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. In the event more than one address is identified, then the Settlement Administrator shall mail to each potentially valid address.

d. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator.

e. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the Compensable Workweeks worked by Class Members stated on the Notice of Class Action Settlement, to provide documentation and/or an explanation to show contrary Compensable Workweeks. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility or ineligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility or ineligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

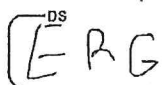
f. Disputes Regarding Administration of Settlement. Any disputes not subject to resolution by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court or the Settlement Administrator, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

g. Request for Exclusion. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit to the Settlement Administrator a written statement requesting exclusion from the Settlement. The written statement must: (1) explicitly and unambiguously state the following statement or similar statement: "I wish to exclude myself from the settlement reached

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in the matter of Ruiz vs. Sutter. I understand by excluding myself, I will not receive any money from the settlement reached in this matter.”; (2) contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address in the Notice Packet. The Request for Exclusion will not be valid if it is not timely submitted by the Response Deadline and received by the Settlement Administrator. The date of the postmark on the on the return mailing envelope transmitting the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon, however, they will receive their PAGA portion of the settlement and will be releasing their PAGA claims since they cannot opt out of the PAGA settlement. Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

h. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may serve on the Settlement Administrator by first class mail a written statement of objection (“Notice of Objection”) by the Response Deadline. The date of the postmark on the envelope transmitting the Objection shall be deemed the exclusive means for determining that a Notice of Objection was submitted timely. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the

Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; (4) the basis for the objection; and (5) whether the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to file or serve written objections to the Settlement or solicit or encourage Settlement Class Members to appeal from the Order and Final Judgment. Class Members who submit a Request for Exclusion are not entitled to object to the Settlement.

48. Funding and Allocation of the Maximum Settlement Fund. No later than fifteen (15) business days after the Effective Date, Defendant shall provide the Maximum Settlement Fund to the Settlement Administrator to fund the Settlement, as set forth in this Agreement.

a. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount. Individual Settlement Payments shall consist of two parts: A Waiting Time Penalty Payment for Settlement Class Members who terminated their employment during the Class Period and a Per-Workweek Settlement Payment for all Settlement Class Members. The payments shall be calculated in accordance with the following steps:

i. From the Net Settlement Amount, there shall first be paid Fifty Dollars (\$50.00) to each employee whose employment terminated for any reason during the Class Period. This amount shall be known as the Waiting Time Penalty payment. The Net Settlement Amount, when reduced by all of the Waiting Time Penalty Payments, shall be known as the Remaining Net Settlement Amount.

ii. Using the Class Data, the Settlement Administrator will calculate the total Compensable Workweeks for all Settlement Class Members by adding the number of Compensable Workweeks worked by each Settlement Class Member during the Class Period.

iii. The Compensable Workweeks for Winery Employees for the period from December 4, 2013 to June 27, 2016 and the Compensable Workweeks for Non-Winery Employees for the entire Class Period shall be multiplied by four (4). This result shall be known as the Weighted Compensable Workweeks.

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iv. To the Weighted Compensable Workweeks for each Settlement Class Member shall be added any Compensable Workweeks of the Settlement Class Member as a Winery Employee for the period from June 19, 2016 until the end of the Class Period. The result shall be known as the Total Compensable Workweeks for each Settlement Class Member. The sum of the Total Compensable Workweeks for all Settlement Class Members shall be known as the Total Compensable Workweeks of all Class Members.

v. The respective Total Compensable Workweeks for each Settlement Class Member will be divided by the Total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Remaining Net Settlement Amount to calculate each Settlement Class Member's estimated Per-Workweek Settlement Payment.

vi. The sum of the Waiting Time Penalty Payment, if any, and the Per-Workweek Settlement Payment for each Settlement Class Member shall be the Individual Settlement Payment for the Settlement Class Member.

vii. Tax Allocation. For tax purposes, the entirety of the Waiting Time Penalty Payments shall be allocated to interest, penalties, and liquidated damages, and other damages which are not subject to income or payroll tax withholding but which are subject to all other required authorized deductions. For tax purposes, the Per-Workweek Settlement Payments shall be allocated Forty Percent (40%) to the payment of wages and other taxable damages, which will be subject to income and payroll tax withholding and all other authorized and required deductions and Sixty Percent (60%) to interest, penalties, and liquidated damages, and other damages which are not subject to income or payroll tax withholding but which are subject to all other required authorized deductions. All applicable deductions or withholding required by law or expressly authorized by the Settlement Class Member, including payments of any garnishments and liens, will be withheld from the Individual Settlement Payment. It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Settlement Class Members all applicable payroll and employment taxes,

including all federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur.

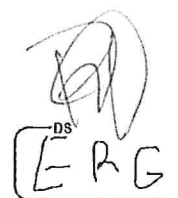
viii. Mailing. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address no later than thirty (30) calendar days after the Effective Date.

ix. Expiration. Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member does not cash his or her settlement check within 180 days, fifteen (15) calendar days after the check-cashing deadline the Claims Administrator shall escheat the funds to the California Controller's Unclaimed Property Fund. The Parties agree that this obligation shall satisfy and fully discharge Defendant's obligations under California Code of Civil Procedure Section 384 and the doctrines of *Cy Pres* and *escheat*.

b. Class Representative Enhancement. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the Class Representative Enhancement Payment. Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement of up to Nine Thousand Dollars (\$9,000.00) to Plaintiff. The Class Representative Enhancement is the sole and exclusive consideration for the Released Claims, a General Release, and for Plaintiff's time, effort and risk in bringing and prosecuting the Action. The Settlement Administrator shall pay the Class Representative Enhancement to Plaintiff from the Maximum Settlement Fund no later than thirty (30) calendar days after the Effective Date. Any portion of the requested Class Representative Enhancement that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Class Representative Enhancement. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his respective Class Representative Enhancement and shall hold harmless Defendant from any claim or liability for

taxes, penalties, or interest arising as a result of the Class Representative Enhancement. The Class Representative Enhancement shall be in addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member. In the event that the Court reduces or does not approve the requested Class Representative Enhancement, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

c. Class Counsel Award. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the attorneys' fees and costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed one third (33.33%) of the Maximum Settlement Fund, one third (33.33%) of the Maximum Settlement Amount being Two Hundred Seventy Thousand Eight Hundred Six Dollars and Twenty-Five Cents (\$270,806.25). Additionally, Defendant agrees not to oppose or object to any application or motion by Class Counsel for costs not to exceed Twenty Thousand Dollars (\$20,000.00) from the Maximum Settlement Fund for all past and future litigation costs and expenses necessary to prosecute, settle and administer the Action as supported by a declaration from Class Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and costs have been settled by this Agreement and that neither Plaintiff, Settlement Class Members, nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from the Released Parties except as set forth in this Agreement. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Class Counsel Award to Class Counsel from the Maximum Settlement Fund no later than thirty (30) calendar days after the Effective Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, and it will remain binding.

Handwritten signature and initials ERG. The signature is a stylized cursive 'ERG' with a small 'DS' above the 'E'. Below the signature is a rectangular box containing the letters 'ERG' in a bold, sans-serif font.

d. PAGA Payment. The Parties agree that Twenty Five Thousand Dollars (\$25,000) of the Maximum Settlement Amount is designated as civil penalties under the PAGA. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval to the State of California of a payment from the Maximum Settlement Fund for settlement of claims for civil penalties under the PAGA. Any portion of the requested payment to the State of California that is not awarded to the State of California shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay seventy-five percent (75%) of the approved PAGA Payment to the California Labor and Workforce Development Agency ("LWDA") no later than twenty-five (25) calendar days after the Effective Date. Twenty-five percent (25%), of the approved PAGA payment will be part of the Net Settlement Amount and distributed to Settlement Class Members as described in this Agreement. The Settlement Administrator shall be pay the approved PAGA Payment no later than thirty (30) calendar days after the Effective Date.

e. Settlement Administration Costs. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of payment to the Settlement Administrator of the costs of administration of the Settlement from the Maximum Settlement Fund. Defendant agrees not to oppose or object to any application or motion by Plaintiff for payment of up to Twenty Seven Thousand Dollars (\$27,000.00) to the Settlement Administrator. Any portion of the requested payment to the Settlement Administrator that is not awarded to the Settlement Administrator shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall pay the approved Settlement Administration Costs no later than thirty (30) calendar days after the Effective Date.

49. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, which motion shall request final approval of the Settlement and

the amounts payable for the Class Representative Enhancement, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

a. Final Approval Order and Judgment. Plaintiff shall present an Order Granting Final Approval of Class Action Settlement and Entering of Judgment to the Court for its approval, in the form substantially similar to Exhibit C. The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall be lodged with the Court no later than seven (7) days before the Final Approval Hearing. Plaintiff shall be responsible for drafting and filing the motion for Final Approval and for entry of Judgment. Plaintiff will provide Defendant with a copy of the motion(s) within reasonable time before the filing of the motion(s). The Order Granting Final Approval of Class Action Settlement and Entering of Judgment shall, among other things:

i. Find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Stipulation of Settlement;

ii. Certify the Class for Settlement purposes only;

iii. Approve the Settlement, adjudging the terms thereof to be fair, reasonable, adequate, and in the best interests of each of the Parties and the Class Members, and directing consummation of its terms and provisions;

iv. Approve Class Counsel's application for an award of attorneys' fees and costs, and the Class Representative Enhancement;

v. Approve the payment of reasonable Settlement Administration Costs;

vi. Enter Judgment pursuant to California Rules of Court, rule 3.7969(h); and

vii. Permanently bar Plaintiff and all Class Members who have not been timely and validly excluded from the Settlement from filing or prosecuting any of the Released Claims against the Released Parties.

Handwritten signature and initials, possibly "JAG", with a box containing the letters "E R G" and a small "DS" above it.

b. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement, not committed to resolution in the discretion of the Settlement Administrator as provided in this Agreement, shall be presented by motion to the Court. Notice of the Final Judgment shall be given by Plaintiff to Defendant and the Class Members as set forth in the Order Granting Final Approval of Class Action Settlement and Entering of Judgment, which notice shall satisfy the requirements of California Rules of Court, rule 3.771.

50. Option to Terminate Settlement. If, after the Response Deadline, the total number of Class Members who submitted timely and valid Requests for Exclusion from the Settlement is more than ten percent (10%) of all Class Members, Defendant shall have, in its sole discretion, the option to terminate this Settlement. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel within seven (7) calendar days after receiving a report from the Settlement Administrator informing Defendant that the total number of timely and valid Requests for Exclusion is more than ten percent (10%) of the total Class Members and (b) pay all Settlement Administration Costs incurred up to the date or as a result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

51. No Impact on Benefit Plans. Neither this Settlement nor any amounts paid under the Settlement will modify any previously credited hours or 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 Defendant-sponsored benefit plans, policies, or bonus programs. The 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 its benefit plans,

ERG

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 purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

52. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Settlement Class:

LAVI & EBRAHIMIAN, LLP
Joseph Lavi
Vincent C. Granberry
Anwar D. Burton
8889 W. Olympic Blvd. Suite 200
Beverly Hills, CA 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

LAW OFFICES OF SAHAG MAJARIAN II
Sahag Majarian II
1825 Ventura Boulevard
Tarzana, CA 91356
Telephone (818) 609-0807
Facsimile (818) 609-0892

To Defendant:

LITTLER MENDELSON, P.C.
R. Brian Dixon
Kurt R. Bockes
333 Bush Street, 34th Floor
San Francisco, CA 94104
Telephone: (415) 433-1940
Facsimile: (415) 399-8490

53. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

A handwritten signature, possibly "ERG", is written over a rectangular box. A small "DS" stamp is visible within the box, indicating a DocuSign signature.

54. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

55. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

56. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement between the Parties relating to the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or a Party's legal counsel are merged herein. No rights hereunder may be waived except in writing.

57. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrant that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

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

59. California Law Governs. All terms of this Agreement and the Exhibits hereto and any disputes arising hereunder shall be governed by and interpreted according to the laws of the State of California.

60. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

61. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

62. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

63. Waiver of Certain Appeals. The Parties agree, with the exception of the attorneys' fees award, provided the attorneys' fees sought do not exceed the amount provided herein, to waive any and all rights to appeal, this waiver being contingent upon the Court entering the Final Judgment as provided herein. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter the judgment.

64. No Admissions. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant has claimed and continues to claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

///

A handwritten signature, possibly "B.H.", is written over a rectangular stamp. The stamp contains the letters "E R G" in a large, bold, sans-serif font, with a small "DS" in the upper left corner of the stamp area.

IN WITNESS THEREOF, this Stipulation of Class Action Settlement and Release of Claims is executed by the Parties and their authorized attorneys, as of the day and year herein set forth.

DATED: 4/29/2021

By:

DocuSigned by:
Eduardo Ruiz
F0623943FA3A4F7...

EDUARDO RUIZ

DATED: _____

SUTTER HOME WINERY, INC. DBA
TRINCHERO FAMILY ESTATES

By:

Title:

Robert Dorked
PRES + CEO

DS
ERG

APPROVED AS TO FORM:

DATED: _____

LAVI & EBRAHIMIAN, LLP

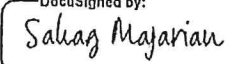
By: _____


Joseph Lavi
Vincent C. Granberry
Anwar D. Burton
Attorneys for Plaintiff EDURADO RUIZ, on
behalf of himself and the Settlement Class

DATED: 4/30/2021

LAW OFFICES SAHAG MAJARIAN II

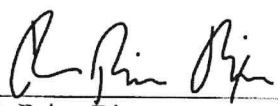
By: _____

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3142D0828E6E4A2
Sahag Majarian II
Attorneys for Plaintiff EDURADO RUIZ, on
behalf of himself and the Settlement Class

DATED: June 2, 2021

LITTLER MENDELSON, P.C.

By: _____


R. Brian Dixon
Kurt R. Bockes
Attorneys for Defendant
SUTTER HOME WINERY, INC. DBA
TRINCHERO FAMILY ESTATES

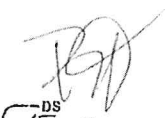

DS
E R G

Exhibit A

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

(Eduardo Ruiz v. Sutter Home Winery, Inc., et al., Superior Court of the State of California, County of Sacramento, Case No. 34-2017-00223127)

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT IN RESPONSE TO THIS NOTICE. PLEASE READ THIS NOTICE CAREFULLY.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Los Angeles (the “Court”) has been reached between Plaintiff Eduardo Ruiz (“Plaintiff”) and Defendant Sutter Home Winery, Inc. dba Trinchero Family Estates (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Settlement Class, which is defined as:

All current and former hourly nonexempt employees of Sutter Home Winery, Inc. who were employed in the State of California at any time during the Class Period.

The Class Period is the period of time from December 4, 2013 to November 3, 2020.

This Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<__>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement, except for a pro rata portion of the PAGA payment, and you will not be bound by the Settlement, except for a release of PAGA claims. Instructions are set forth in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.

2. What is this class action lawsuit about?

On December 4, 2017, Plaintiff Eduardo Ruiz filed suit in the Superior Court of the State of California, County of Sacramento, against Defendant Sutter Home Winery, Inc. and Trincherro Family Estates (Case No. 34-2017-00223127) on behalf of a class of all non-exempt hourly employees, which was amended on [Date of FAC], for multiple wage and hour claims for failure to pay wages for all times worked at the minimum and overtime wages, failure to include all remuneration in calculating overtime rate of pay, failure to authorize or permit meal and rest periods and to pay meal and rest period premium wages, failure to timely pay all earned wages due at the time of separation of employment, and claims under the Unfair Competition Law and the Private Attorneys General Act of 2004 (“PAGA”).

On June 12, 2019, the parties engaged in mediation under the guidance of an experienced wage and hour neutral, Jeffrey A. Ross in Oakland, California (the “Mediation”). While progress was made, the parties did not reach a settlement at the June 12 mediation session. Following the mediation the parties engaged in a further exchange of information and detailed class data and scheduled a second mediation with Mr. Ross for August 3, 2020. After a full day of mediation on August 3, 2020, the Parties reached an agreement to resolve all claims in this Action.

Defendant denies and disputes all of the claims. Specifically, Defendant contends that Plaintiff and the Settlement Class Members were properly compensated for wages under California law; that Plaintiff and the Settlement Class Members were provided with all wages (including minimum and overtime wages) and rest periods in compliance with California law; that Defendant complied with California wage statement requirements; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that the Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and for Joseph Lavi, Vincent C. Granberry, and Anwar Burton of Lavi & Ebrahimian, LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Maximum Settlement Fund. Defendant has agreed to pay Eight Hundred Twelve Thousand Five Hundred Dollars (\$812,500) (the “Maximum Settlement Fund”) with no reversion to fund the settlement of the Action. The Maximum Settlement Fund includes all payments of Individual Settlement Payments to Settlement Class Members contemplated by the Settlement, the Settlement Administration Costs, Class Counsel Award to Class Counsel, and Class Representative Enhancement, and PAGA Payment. Any payroll taxes which would customarily be paid by the employer on the portion of the Individual Settlement Payments allocated to wages shall be separately paid by Defendant.

Within fifteen (15) business days of the Effective Date, Defendant will fund the Maximum Settlement Fund by depositing the money with the Settlement Administrator. “Effective Date” means the date the Judgment is no longer subject to appeal. Within thirty (30) calendar days of the Effective Date, the Settlement Administrator will mail checks for the Individual Settlement Payments to Settlement Class Members.

Amounts to be Paid From the Maximum Settlement Fund. The Settlement provides for certain payments to be made from the Maximum Settlement Fund as follows, which will be subject to final Court approval, and which will be deducted from the Maximum Settlement Fund before Individual Settlement Payments are calculated and paid to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Costs. Payment to the Settlement Administrator, not to exceed \$27,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Individual Settlement Payments and tax forms, and handling inquiries and uncashed checks.
- Attorneys’ Fees and Costs to Class Counsel. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (33.33%) of the Maximum Settlement Fund, which is presently \$270,806.25 and an additional amount to reimburse actual litigation costs incurred by Plaintiff’s counsel not to exceed \$20,000 (“Class Counsel Award”). Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Enhancement. Payment of a Class Representative Enhancement in an amount not to exceed Nine Thousand Dollars (\$9,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A Payment under the Private Attorney’s General Act (“PAGA”) of \$25,000 out of the Maximum Settlement Fund, which shall be allocated Seventy Five Percent (75%) (\$18,750) to the Labor and Workforce Development Agency (“LWDA”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement and allocated Twenty Five Percent (25%) (\$6,250) to the Settlement Class Members which shall be distributed as part of the Net Settlement Amount.

Calculation of Payments to Settlement Class Members. After all of the payments of the court-approved Class Representative Enhancement, the Class Counsel Award, the LWDA’s share of the PAGA Payment, and the Settlement Administration Costs are deducted from the Maximum Settlement Fund, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Settlement Payments to the Settlement Class Members who do not exclude themselves from the Settlement. The Net Settlement Amount is estimated to be approximately \$, based upon the above proposed deductions. The Settlement Administrator will pay an Individual Settlement Payment from the Net Settlement Amount to each Participating Class Member. The Individual Settlement Payment for each Participating Class Member will be calculated as follows:

- From the Net Settlement Amount, there shall first be paid Fifty Dollars (\$50.00) to each employee whose employment terminated for any reason during the Class Period. This amount shall be known as the Waiting Time Penalty payment. The Net Settlement Amount, when reduced by all of the Waiting Time Penalty Payments, shall be known as the Remaining Net Settlement Amount.

- The Remaining Net Settlement Amount shall be distributed as follows. The Settlement Administrator will calculate the total Compensable Workweeks for all Settlement Class Members by adding the number of Compensable Workweeks worked by each Settlement Class Member during the Class Period. The Compensable Workweeks for Winery Employees for the period from December 4, 2013 to June 27, 2016 and the Compensable Workweeks for Non-Winery Employees for the entire Class Period shall be multiplied by four (4). This result shall be known as the Weighted Compensable Workweeks. To the Weighted Compensable Workweeks for each Settlement Class Member shall be added any Compensable Workweeks of the Settlement Class Member as a Winery Employee for the period from June 19, 2016 until the end of the Class Period. The result shall be known as the Total Compensable Workweeks for each Settlement Class Member. The sum of the Total Compensable Workweeks for all Settlement Class Members shall be known as the Total Compensable Workweeks of all Class Members. The respective Total Compensable Workweeks for each Settlement Class Member will be divided by the Total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Remaining Net Settlement Amount to calculate each Settlement Class Member's estimated Per-Compensable Workweek Settlement Payment.

The sum of the Waiting Time Penalty Payment, if any, and the Per-Workweek Settlement Payment for each Settlement Class Member shall be the Individual Settlement Payment for the Settlement Class Member.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. The entirety of the Waiting Time Penalty Payments shall be allocated to interest, penalties, and liquidated damages, and other damages which are not subject to income or payroll tax withholding but which are subject to all other required authorized deductions. Per-Workweek Settlement Payments shall be allocated Forty Percent (40%) to the payment of wages and other taxable damages, which will be subject to income and payroll tax withholding and all other authorized and required deductions and Sixty Percent (60%) to interest, penalties, and liquidated damages, and other damages which are not subject to income or payroll tax withholding but which are subject to all other required authorized deductions. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each individual are unique to him or her, and each individual may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date, each Class Member (including Plaintiff) who does not timely submit a valid Request for Exclusion, shall, for the Class Period, fully release and forever discharge the Defendant Sutter Home Winery, Inc. dba Trincherro Family Estates and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives (“Released Parties”) from the any and all claims for wages, statutory and civil penalties, damages, liquidated damages, premiums, restitution, injunctive relief, pre-judgment and post-judgment interest, fees and costs, action or causes of action and all other forms of legal and equitable relief that were or could have been raised based on the facts that were alleged or that could have been alleged based upon the factual allegations in the Lawsuit, whether known or unknown, including but not limited to all claims asserted in the Lawsuit for: (1) failure to pay all wages for all hours of work at the legally minimum wage rate in violation of California Labor Code sections 1194, 1194.2, and 1197, and the Wage Orders; (2) failure to pay wages for all overtime hours worked in violation of California Labor Code sections 510 and 1194, and the Wage Orders; (3) failure to include all remuneration when calculating the overtime rate of pay in violation of California Labor Code sections 510 and 1194, and the Wage Orders; (4) failure to provide meal periods and meal period premium wages in violation of California Labor Code sections 226.7 and 512, and the Wage Orders; (5) failure to provide rest breaks and rest break premium wages in violation of California Labor Code section 226.7, and the Wage Orders; (6) failure to timely pay final wages in violation of California Labor Code sections 201 and 202; (7) unfair competition in violation of Business and Professions Code section 17200, *et seq.*; and for recovery of statutory and civil penalties pursuant to the California Labor Code (including but not limited to penalties under the California Private Attorneys General Act) or any other source of obligation, based on federal, state or local law, that is now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, arising out of the facts that were alleged, or could have been alleged in regard to the subject of those allegations in the Lawsuit (“Released Claims”). Notwithstanding a Class Member’s Request for Exclusion, a Class Member will be deemed to have released claims made by or on behalf of the Class Member under PAGA. The judgement and release of claims shall have *res judicata* effect.

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant’s records reflect that you worked <<____>> Compensable Workweeks for Defendant as non-exempt employee in California during the Class Period and your employment <<was/was not>> terminated during the Class Period. Compensable Workweeks are the calendar weeks in which a Class Member worked at least one day of the week for Defendant during the Class Period, according to Defendant’s records.

Based on this information, your estimated Individual Settlement Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than [Response Deadline].

6. How can I get a payment?

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately four months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

To get money from the settlement, you do not have to do anything. A check for your Individual Settlement Payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____ (800) _____.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a full Individual Settlement Payment from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendant for Released Claims except for the Release of PAGA claims.**

To exclude yourself, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than [Response Deadline]. The request to be excluded must be in writing and must: (1) explicitly and unambiguously state the following statement or similar statement: "I wish to exclude myself from the settlement reached in the matter of Ruiz vs. Sutter. I understand by excluding myself, I will not receive any money from the settlement reached in this matter except for a pro rata portion of the PAGA penalties allocated to employees."; (2) contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Class Member; and (4) be postmarked by the [Response Deadline] and returned to the Settlement Administrator. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to receive a full Individual Settlement Payment under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon; however, they will receive their PAGA portion of the settlement and will be releasing their PAGA claims since they cannot opt out of the PAGA settlement.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out (i.e., Settlement Class Member) and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the enhancement award, either in writing or in person. Objections that are in writing should state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; (4) the basis for the objection; and (5) whether the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. A Settlement Class Member may also appear at the Final Approval hearing, either in person or through his or her own attorney, if he or she wishes to object to the Settlement.

All written objections must be mailed to the Settlement Administrator at _____, no later than **[Response Deadline]**.

Alternatively, Settlement Class Members may appear remotely at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment.

The addresses for Parties' counsel are as follows:

Class Counsel:

Joseph Lavi, Esq. (State Bar No. 209776)
Vincent Granberry, Esq. (State Bar No. 276483)
Anwar Burton, Esq. (State Bar No. 253504)
LAVI & EBRAHIMIAN, LLP
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Telephone: (310) 432-0000
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Law Offices of Sahag Majarian II

18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

Counsel for Defendant:

R. Brian Dixon, Esq. (State Bar No. 076247)
Kurt R. Bockes, Esq. (State, Bar No. 171647)
LITTLER MENDELSON, P.C.
333 Bush Street, 34th Floor
San Francisco, CA 94104
Telephone: 415.433.1940

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, at the Sacramento County Superior Court, Hall of Justice Building located at 813 6th Street, California 95814, in Department 53. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing. If the hearing is continued, notice will be posted on the Settlement Administrator's website at _____. In addition, hearing dates are posted on the Internet via the Public Case Access System page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and entering the Case No. 34-2017-00223127.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____.

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment or other Settlement documents by going to the Settlement Administrator's website at _____. You may also get more details by examining the Court's file on the Internet via the Public Case Access System page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and entering the Case No. 34-2017-00223127.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT REMINDERS ABOUT SETTLEMENT PAYMENTS:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds can be claimed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

Exhibit B

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Anwar D. Burton, Esq. (SBN 253504)
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Telephone: (818) 609-0807
Facsimile: (818) 609-0892

Attorneys for Plaintiff
EDUARDO RUIZ, on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

EDUARDO RUIZ, on behalf of himself and
others similarly situated,

PLAINTIFF,

v.

SUTTER HOME WINERY, INC., a California
corporation; TRINCHERO FAMILY
ESTATES, a business entity of unknown for;
and DOES 1 to 100, inclusive,

DEFENDANTS.

Case No.: 34-2017-00223127

CLASS ACTION

Hon. Shama H. Krueger
Dept. 53

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Preliminary Approval of Class Action
Settlement; Declaration of Vincent C. Granberry
in Support Thereof]*

Hearing Information:

Date: [REDACTED], 2021
Time: 1:30 P.m.
Dept.: 53

1 The Motion for Preliminary Approval of a Settlement came before this Court on
2 [REDACTED], 2021 at 1:30 p.m. in Department 53 of the Sacramento County Superior Court,
3 Hall of Justice Building located at 813 6th Street, California 95814. The Court, having considered
4 the proposed Stipulation of Class Action Settlement and Release of Claims, attached as **Exhibit A**
5 to the Declaration of Vincent C. Granberry in Support of Plaintiff's Motion for Preliminary
6 Approval of Class Action Settlement, and the Exhibits attached thereto (hereafter collectively, the
7 "Stipulation" or "Settlement"); having considered the Motion for Preliminary Approval of Class
8 Action Settlement filed by the parties; having considered the respective points and authorities and
9 declarations submitted by the parties in support thereof; and good cause appearing, HEREBY
10 ORDERS THE FOLLOWING:

11 The Court grants preliminary approval of the settlement as set forth in the Stipulation and
12 finds the terms to be within the range of reasonableness of a settlement that ultimately could be
13 granted approval by the Court at the final Fairness Hearing. For purposes of the settlement, the
14 Court finds that the proposed settlement class is ascertainable and that there is a sufficiently well-
15 defined community of interest among the Class in questions of law and fact. Therefore, for
16 settlement purposes only, the Court grants conditional certification of the following "Class" defined
17 as follows:

18 Al current and former hourly nonexempt employees of Sutter Home
19 Winery, Inc. who were employed in the State of California at any time
20 during the period from December 4, 2013 to November 3, 2020.

21 1. For purposes of the settlement, the Court further designates named Plaintiff
22 Eduardo Ruiz as Class Representative, and Joseph Lavi, Esq., Vincent C. Granberry, Esq., Anwar
23 D. Burton, Esq., and Melissa A. Huether, Esq. of Lavi & Ebrahimian, LLP and Sahag Majarian II of
24 the Law Office of Sahag Majarian as Class Counsel.

25 2. The Court confirms Simpluris, Inc. as the Settlement Administrator.

26 3. A Final Approval Hearing on the question of whether the proposed settlement should
27 be finally approved as fair, reasonable and adequate as to the members of the Class and Plaintiff's
28 Motion for an Award of Attorneys' Fees and Costs is scheduled in Department 53 of this Court, on

1 _____, 2021, at _____ a.m./p.m.

2 4. At the Final Approval Hearing, the Court will consider: (a) whether the settlement
3 should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting
4 approval of the settlement should be entered; and (c) whether Plaintiff's motion for an award of
5 attorneys' fees, reimbursement of litigation expenses, and (d) whether the class representative
6 enhancement should be granted.

7 5. Counsel for the parties shall file memoranda, declarations, or other statements and
8 materials in support of their request for final approval by no later than sixteen (16) court days prior
9 to the final fairness hearing.

10 6. Class Counsel shall file a motion for an award of attorneys' fees, reimbursement of
11 litigation expenses and class representative enhancement by no later than sixteen (16) court days
12 prior to the final fairness hearing.

13 7. The Court approves, as to form and content, the Notice Packet which is attached to
14 the Declaration of Vincent C. Granberry in Support of Preliminary Approval as **Exhibit 1**.

15 8. The Court directs the mailing of the Notice Packet by first class mail to the
16 members of the Class on or before fifteen (15) calendar days of receipt of the class data from
17 Defendant Sutter Home Winery dba Trinchero Family Estates ("Defendant").

18 9. The proposed members of the Class shall have up to and including forty-five (45)
19 calendar days after the Notice Packets ("Response Deadline") to submit an Objection or Request
20 for Exclusion from the Settlement.

21 10. The Court finds that the forms of Notice of Class Action Settlement regarding the
22 pendency of the action and of this settlement, and the methods of giving notice to members of the
23 Class constitute the best notice practicable under the circumstances and constitute valid, due, and
24 sufficient notice to all members of the Settlement Class. They comply fully with the requirements
25 of California Code of Civil Procedure section 382, California Civil Code section 1781, California
26 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other
27 applicable law.
28

1 11. The Court further approves the procedures for Class Members to participate in, opt
2 out of, or object to the Settlement, as set forth in the Stipulation and Notice Packet.

3 12. A Class Member who wishes to exclude him- or herself from the class action
4 Settlement and the release of the Released Claims pursuant to the class action Settlement, shall
5 submit a written request to be excluded directly to the Settlement Administrator. The written
6 Request for Exclusion must: (1) explicitly and unambiguously state the following statement or
7 similar statement: “I wish to exclude myself from the settlement reached in the matter of Ruiz vs.
8 Sutter. I understand by excluding myself, I will not receive any money from the settlement
9 reached in this matter except for my portion of the settlement of the PAGA claims.”; (2) contain
10 the name, address, and the last four digits of the Social Security number of the person requesting
11 exclusion; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline
12 and returned to the Settlement Administrator at the specified address in the Notice Packet. The
13 Request for Exclusion will not be valid if it is not timely submitted by the Response Deadline and
14 received by the Settlement Administrator. The date of the postmark on the return mailing
15 envelope on the Request for Exclusion shall be the exclusive means used to determine whether
16 the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded
17 from the Class by submitting a Request for Exclusion will not be entitled to a full Individual
18 Settlement Payment however he or she will receive a pro rata portion of the PAGA Payment
19 which is allocated to Class Members and will be releasing his or her PAGA claims because he or
20 she cannot opt out of the PAGA settlement.

21 13. Any Class Member who has not opted-out of the Settlement and who wishes to
22 object to the class action Settlement may notify the Settlement Administrator of his or her
23 objection, in writing, on or before the Response Deadline (“Notice of Objection”). The Notice of
24 Objection must be signed by the Settlement Class Members and state: (1) the full name of the
25 Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the
26 last four digits of the Settlement Class Member’s Social Security number and/or the Employee ID
27 number; (4) the basis for the objection; and (5) whether the Settlement Class Member intends to
28

appear at the Final Approval/Settlement Fairness Hearing. As an alternative, a Class Member who wishes to object may appear at the Final Approval Hearing as provided in the Notice to the Class.

14. The procedures and requirements for submitting objections in connection with the Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members.

15. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the Stipulation.

17. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins all Class Members from filing or prosecuting any claims, suits or administrative proceedings regarding claims released by the Settlement unless and until such Class Members have filed valid Requests for Exclusion with the Claims Administrator and the time for filing Requests for Exclusion with the Claims Administrator has elapsed.

18. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Class Data: last day for Defendant to provide Class Data to Settlement Administrator	15 calendar days after the Court's entry of this Order
Notice Mailing: last day for settlement administrator to mail class notice to class members.	No later than 15 calendar days of the Settlement Administrator's receipt of the Class Data from Defendant
Response Deadline: (i) last day for class members to submit a Request for Exclusion; and (ii) last day for class members to submit objections.	45 calendar days after the date of mailing of the Class Notice
Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	16 court days prior to the final fairness hearing
Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 court days prior to the final fairness hearing

1	Last day for Plaintiff to respond to Objections	16 court days prior to the final fairness hearing
2	Hearing on final approval of class action settlement.	[INSERT DATE]

3 19. The Final Approval Hearing and related prior deadlines set forth above may, from
4 time to time and without further notice to the Class (except those who have submitted timely and
5 valid objections), be continued or adjourned by Order of the Court.

6 **IT IS SO ORDERED.**

7 Dated: _____

8 _____
9 Judge of the Superior Court

10 4818-3578-9298.1 / 071749-1016

Exhibit C

1 Joseph Lavi, Esq. (SBN 209776)
jlavi@lelawfirm.com
2 Vincent C. Granberry, Esq. (SBN 276483)
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3 Anwar D. Burton, Esq. (SBN 253504)
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4 Melissa A. Huether, Esq. (SBN 316604)
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5 **LAVI & EBRAHIMIAN, LLP**
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10 Tarzana, California 91356
Telephone: (818) 609-0807
11 Facsimile: (818) 609-0892

12 Attorneys for PLAINTIFF EDUARDO RUIZ
13 on behalf of himself and others similarly situated.

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SACRAMENTO**

16
17 EDUARDO RUIZ, on behalf of himself and
others similarly situated,

18 PLAINTIFF,
19 v.

20 SUTTER HOME WINERY, INC., a California
corporation; TRINCHERO FAMILY ESTATES,
21 a business entity of unknown for; and DOES 1 to
100, inclusive,

22 DEFENDANTS.

Case No.: 34-2017-00223127

CLASS ACTION

**[PROPOSED] ORDER AND JUDGMENT
ON PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

23 This matter having come before the Court for hearing pursuant to the Order of this Court
24 granting Preliminary Approval of the Class Action Settlement in this matter dated [DATE], the
25 hearing regarding Plaintiff's Motion for Final Approval of the settlement set forth in the Stipulation
26 of Class Action Settlement and Release of Claims ("Stipulation") and Award of Attorneys' Fees
27 and Costs came for hearing on [Date and Time of FA Hearing] in Department 53 of the Sacramento
28 County Superior Court – Hall of Justice Building located at 813 6th Street, California 95814. The

**[PROPOSED] ORDER AND JUDGMENT ON PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

1 Court, having considered all the papers filed and proceedings herein, having determined that due
2 and adequate notice has been given to the Class Members and as required by the Court's [Date]
3 Order, and good cause appearing therefore, it is hereby ORDERED, and JUDGMENT IS HEREBY
4 ENTERED AS FOLLOWS:

5 1. All terms used herein shall have the same meaning as defined in the Stipulation.

6 2. This Court has jurisdiction over the subject matter of this litigation and over all
7 Parties to this litigation, including all Plaintiff.

8 3. Distribution of the Notice directed to the Class Members as set forth in the
9 Stipulation and the other matters set forth therein has been completed in conformity with the
10 Preliminary Approval Order, including individual notice to all Class Members who could be
11 identified through reasonable effort, and was the best notice practicable under the circumstances.
12 This Notice provided due and adequate notice of the proceedings and of the matters set forth
13 therein, including the proposed settlement set forth in the Stipulation, to all persons entitled to such
14 Notice, and the Notice fully satisfied the requirements of due process. No Class Members objected
15 to the Settlement. No Class Members opted out of the Settlement.

16 4. This Court hereby approves the settlement set forth in the Stipulation and finds that
17 the Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to effectuate
18 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
19 result of intensive, serious and non-collusive arms-length negotiations; that the Parties have
20 conducted extensive and costly investigation and research and counsel for the Parties are able to
21 reasonably evaluate their respective positions; and that settlement at this time will avoid additional
22 substantial costs, as well as avoid the delay and risks that would be presented by the further
23 prosecution of these Actions. The Court has reviewed the monetary recovery that is being granted
24 as part of the Settlement and recognizes the significant value to the Class of that monetary recovery.
25 The Court finds that the Class is properly certified as a class for settlement purposes only.

26 5. For purposes of this Judgment, the term "Class" or "Class Members" means all
27 current and former hourly nonexempt employees of Sutter Home Winery, Inc. dba Trinchero
28 Family Estates who were employed in the State of California at any time during the Class Period

(as defined herein). “Class Period” means from December 4, 2013 to November 3, 2020.

6. The term “Settlement Class” or “Settlement Class Member” means those persons who are members of the Class who have not properly and timely opted out of the Action.

7. Defendant shall pay Eight Hundred Twelve Thousand Five Hundred Dollars and No cents (\$812,500.00) to the Settlement Administrator within fifteen (15) business days after the Effective Date.

8. Within thirty (30) calendar days after the Effective Date, the Settlement Administrator shall do all of the following: distribute to all the Settlement Class Members their Individual Settlement Payments or their pro rata share of the portion of the PAGA payment which is allocated to the Settlement Class; Distribute to Class Counsel the Court-approved attorneys' fees and costs; distribute to the Plaintiff the Court-approved Class Representative Enhancement; distribute to itself the Court-approved Settlement Administration Costs and distribute to Labor and Workforce Development Agency (“LWDA”) the LWDA’s share of the Court-PAGA Payment.

9. Upon the Effective Date and full funding of the settlement, each Class Member (including Plaintiff) who does not timely submit a valid Request for Exclusion (i.e., Settlement Class Members), shall, including Plaintiff, for the Class Period, fully release and forever discharge the Defendant Sutter Home Winery, Inc. DBA Trinchero Family Estates and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns and legal representatives (“Released Parties”) from the any and all claims for wages, statutory and civil penalties, damages, liquidated damages, premiums, restitution, injunctive relief, pre-judgment and post-judgment interest, fees and costs, action or causes of action and all other forms of legal and equitable relief that were or could have been raised based on the facts that were alleged or that could have been alleged based upon the factual allegations in the Lawsuit, whether known or

unknown, including but not limited to all claims asserted in the Lawsuit for: (1) failure to pay all wages for all hours of work at the legally minimum wage rate in violation of California Labor Code sections 1194, 1194.2, and 1197, and the Wage Orders; (2) failure to pay wages for all overtime hours worked in violation of California Labor Code sections 510 and 1194, and the Wage Orders; (3) failure to include all remuneration when calculating the overtime rate of pay in violation of California Labor Code sections 510 and 1194, and the Wage Orders; (4) failure to provide meal periods and meal period premium wages in violation of California Labor Code sections 226.7 and 512, and the Wage Orders; (5) failure to provide rest breaks and rest break premium wages in violation of California Labor Code section 226.7, and the Wage Orders; (6) failure to timely pay final wages in violation of California Labor Code sections 201 and 202; (7) unfair competition in violation of Business and Professions Code section 17200, *et seq.*; and for recovery of statutory and civil penalties pursuant to the California Labor Code (including but not limited to penalties under the California Private Attorneys General Act) or any other source of obligation, based on federal, state or local law, that is now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, arising out of the facts that were alleged, or could have been alleged in regard to the subject of those allegations in the Lawsuit (“Released Claims”). The judgment and release of claims provided herein shall have *res judicata* effect. Notwithstanding a Class Member’s Request for Exclusion, a Class Member will be deemed to have released claims made by or on behalf of the Class Member under PAGA.

10. The Stipulation and Settlement are not an admission by Defendant or any of the other Released Parties, nor is this Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this Judgment, the Stipulation, nor any document referred to herein, nor any action taken to carry out the Stipulation is, may be construed as, or may be used as an admission by or against Defendant or any of the other Released Parties of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant or any of the other Released Parties and shall not be offered in evidence in

any action or proceeding against Defendant or any of the Released Parties in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Judgment, the Stipulation, or any related agreement or release.

11. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders and judgments entered in connection therewith.

12. The Court hereby awards Class Counsel attorneys' fees in the amount of Two Hundred Seventy Thousand Eight Hundred Six and 25/100ths Dollars (\$270,806.25) and costs in the amount of Twenty Thousand Dollars (\$20,000) ("Class Counsel Award"). Class Counsel shall not be entitled to any other award of attorneys' fees or costs in any way connected with this Action. The Court also hereby approves the Class Representative Enhancement to the Plaintiff in the amount of Nine Thousand Dollars (\$9,000). The Court approves the PAGA Payment amount of Twenty Five Thousand Dollars (\$25,000) with Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750) (i.e., Seventy Five Percent (75%)) to be paid to the LWDA, the remaining Six Thousand Two Hundred Fifty Dollars (\$6,250) shall be part of the Net Settlement Amount to be distributed to the Settlement Class Members. The Court also approves the payment of Settlement Administration Costs in the amount of Twenty-Seven Thousand Dollars (\$27,000). Any separate appeal from the portion of this Judgment as to the Class Counsel Award shall not operate to terminate or cancel the Stipulation or otherwise affect the finality of this Judgment.

13. If any Settlement Class Member does not cash his/her settlement check within one hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the California Controller's Unclaimed Property Fund, for the benefit of those Settlement Class Members who did not cash their checks until such time that they claim their property.

14. The Final Judgment shall be posted on a website maintained by the Settlement Administrator for a period of one (1) year following the date of the Final Judgment.

15. The Court finds that the Stipulation is in good faith and constitutes a fair, reasonable and adequate compromise of the Released Claims.

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16. If the Settlement does not become final and effective in accordance with the terms of the Stipulation, resulting in the return and/or retention of the Maximum Settlement Amount to Defendant consistent with the terms of the Settlement, then this Judgment and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

Dated: _____
Sacramento County Superior Court Judge