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South Coast Winery, Inc., Carter Estate Winery and Resort, LLC,
Carter Hospitality Group, LLC, and Jeffrey R. Carter

1 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement” or
2 “Settlement Agreement”) is made and entered into by and between Plaintiffs Ruth Ferrara, Yessica
3 Salazar, Daniel Alvarez, on their own behalf, on behalf of all similarly situated employees, and on
4 behalf of all aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”)
5 (“Plaintiffs” or “Class Representatives”), on one hand, and Defendants South Coast Winery, Inc., a
6 California corporation; Carter Estate Winery and Resort, LLC, a California limited liability
7 company; Carter Hospitality Group, LLC, a Florida limited liability company; and Jeffrey R. Carter,
8 an individual, (“Defendants”), on the other. Plaintiffs and Defendants are sometimes referred to
9 individually as a “Party” and collectively referred to herein as the “Parties.” THE PARTIES
10 STIPULATE AND AGREE as follows:

11 DEFINITIONS

12 The following definitions are applicable to this Settlement Agreement. Definitions contained
13 elsewhere in this Settlement Agreement will also be effective:

14 1. “Action” means the above-captioned action, *Ferrara v. South Coast Winery, Inc.*,
15 Riverside Superior Court Case No: CVRI2101920 (lead case), that was consolidated with *Salazar v.*
16 *South Coast Winery, Inc., et al.*, Riverside Superior Court Case No: MCC2001498 and *Alvarez v.*
17 *South Coast Winery, Inc., et al.*, Riverside Superior Court Case No: CVRI2102449.

18 2. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the Court
19 for Class Counsel’s litigation and resolution of the Action.

20 3. “Class Action Complaint” refers to the consolidated First Amended Complaint filed
21 in the Action on [REDACTED], 2022.

22 4. “Class Claims” refers to all claims in the Class Action Complaint.

23 5. “Class Counsel” means Justice Law Corporation and Bradley/Grombacher, LLP.

24 6. “Class List” means a complete list of all prospective Class Members that Defendants
25 will diligently and in good faith compile from their records and provide to the Settlement
26 Administrator within twenty-one (21) days after Preliminary Approval of this Settlement. The Class
27 List will be formatted in Microsoft Office Excel and will include the following information from
28 Defendants’ records: each prospective Class Member’s (a) full name; (b) last-known mailing

1 address; (c) Social Security Number; (d) dates of employment; (e) workweeks as a non-exempt
2 employee in California during the Class Period; and (f) pay periods worked as a non-exempt
3 employee in California during the PAGA Period.

4 7. “Class Member(s)” or “Class” means all current and former non-exempt or hourly
5 paid employees of Defendants, including non-exempt employees provided by staffing agencies, who
6 worked in California during the Class Period (or if any such person is incompetent, deceased, or
7 unavailable due to military service, the person’s legal representative or successor in interest
8 evidenced by reasonable verification), who do not submit a timely and valid Request for Exclusion
9 from the Class. The Parties estimate that the prospective Class included approximately nine hundred
10 seventeen (917) prospective Class Members as of February 2022.

11 8. “Class Period” means the period from April 19, 2017, through the date of
12 Preliminary Approval.

13 9. “Class Representative Enhancement Payments” means the amount approved by the
14 Court to be paid to Plaintiffs’ in recognition of their contributions to the Action on behalf of Class
15 Members and PAGA Employees, to be paid from the Maximum Settlement Amount.

16 10. “Court” means the Superior Court of California, County of Riverside.

17 11. “Defendants” means South Coast Winery, Inc.; Carter Estate Winery and Resort,
18 LLC; Carter Hospitality Group, LLC; and Jeffrey R. Carter.

19 12. “Defendants’ Counsel” means Newmeyer & Dillion LLP.

20 13. “Effective Date” means: (a) the date of entry of the Court’s order granting final
21 approval of the Settlement Agreement and Judgment, if no Objections have been filed or if an
22 Objection was filed and later withdrawn; or (b) if an Objection to the Settlement Agreement is filed,
23 then the date when the time expires to file an appeal of the Court’s granting of final approval of the
24 Settlement Agreement; or (c) if an Objection is filed, as well as a timely Notice of Appeal of the
25 Court’s granting of final approval of the Settlement Agreement, then the date the appeal is finally
26 resolved, with the Final Approval unaffected. It is the intention of the Parties that the Settlement
27 shall not become effective until the Court’s Order Granting final approval approving the Settlement
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1 has become completely final and Judgment has been entered in accordance with the terms of the
2 Settlement, and no timely recourse remains for an appellant or objector to contest the Settlement.

3 14. "Individual PAGA Payment" means each PAGA Employee's individual share of the
4 portion of the PAGA Allocation allocated to the PAGA Employees, i.e., twenty-five percent (25%)
5 of \$100,000 or \$25,000 in the aggregate. PAGA Employees will automatically receive their
6 Individual PAGA Payments even if they opt out of the Settlement.

7 15. "Individual Settlement Payment" means each Class Member's individual share of
8 the Net Settlement Amount. Class Members will automatically receive their Individual Settlement
9 Payment unless they opt out of the Settlement. Class Members are not required to submit claim
10 forms to receive their Individual Settlement Payment.

11 16. "Maximum Settlement Amount" is the amount of \$2,400,000, which is the maximum
12 amount to be paid by Defendants pursuant to this Settlement Agreement. The Maximum Settlement
13 Amount includes all Individual Settlement Payments to Class Members, all Class Representative
14 Enhancement Payments to Plaintiffs, all Attorneys' Fees and Costs to Class Counsel, all Settlement
15 Administration Costs to the Settlement Administrator, and the PAGA Allocation as specified in this
16 Agreement. In addition to the Maximum Settlement Amount, Defendants shall pay the employer's
17 share of payroll taxes due on the portion of Individual Settlement Payments allocated to wages. The
18 Parties agree that Defendants will have no obligation to pay any amount in connection with this
19 Settlement Agreement apart from the Maximum Settlement Amount and the employer's share of
20 payroll taxes due on the portion of Individual Settlement Payments allocated to wages. The Parties
21 also agree none of the Maximum Settlement Amount will revert to Defendants.

22 17. "Net Settlement Amount" means the Maximum Settlement Amount less the Class
23 Representative Enhancement Payments, Attorneys' Fees and Costs, Settlement Administration
24 Costs, and the PAGA Allocation, as specified in this Settlement Agreement.

25 18. "Notice of Class Action and PAGA Settlement" means the notice of settlement,
26 attached hereto as **Exhibit A**, to be mailed as part of the Notice Packet to all prospective Class
27 Members upon Preliminary Approval.

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1 19. “Notice Packet” means the Notice of Class Action and PAGA Settlement, the
2 Objection Form, and the Request For Exclusion, attached hereto as **Exhibits A, B and C**, that will
3 be mailed to all prospective Class Members upon Preliminary Approval.

4 20. “Objection” means a timely written objection to this Settlement sent by a Class
5 Member to the Settlement Administrator as specified herein and in the Notice of Class Action and
6 PAGA Settlement. An Objection to the Settlement must be sent to the Settlement Administrator
7 within the time limitations set forth in this Settlement Agreement and as ordered by the Court. Class
8 Members and PAGA Employees cannot object to the PAGA portion of the Settlement.

9 21. “Objection Form” means the form Class Members may use to submit Objections
10 regarding this Settlement to the Settlement Administrator. To be considered, the Objection Form
11 must state: (a) the case name and number; (b) the name of the Class Member; (c) the address of the
12 Class Member; (d) the last four digits of the Class Member’s Social Security Number; and (e) the
13 basis for the Objection. Class Members and PAGA Employees cannot use the Objection Form to
14 object to the PAGA portion of the Settlement. The Objection Form attached hereto as **Exhibit B**,
15 will be mailed to prospective Class Members as part of the Notice Packet upon Preliminary
16 Approval.

17 22. “PAGA” means the Labor Code Private Attorneys General Act of 2004, Cal. Lab.
18 Code §§ 2698 *et seq.*

19 23. “PAGA Action Complaint” refers to Plaintiff Daniel Alvarez’s PAGA letter sent to
20 the California Labor and Workforce Development Agency (“LWDA”) on May 18, 2021, and/or
21 Plaintiff Yessica Salazar’s PAGA letter sent to the LWDA on May 4, 2020.

22 24. “PAGA Allocation” means the portion of the Maximum Settlement Amount that the
23 Parties have agreed to allocate to resolution of the Released PAGA Claims. The Parties have agreed
24 that the PAGA Allocation will be one hundred thousand dollars and no cents (\$100,000.00) from
25 the Maximum Settlement Amount. Pursuant to PAGA, seventy-five percent (75%), or seventy-five
26 thousand dollars and no cents (\$75,000.00) of the PAGA Allocation will be paid to the LWDA, and
27 twenty-five percent (25%) or twenty-five thousand dollars and no cents (\$25,000.00) of the PAGA
28 Allocation will be paid to the PAGA Employees.

1 25. “PAGA Employees” means each and all current and former non-exempt or hourly
2 paid employees of Defendants, including non-exempt employees provided by staffing agencies, who
3 worked in California during the PAGA Period (or if any such person is incompetent, deceased, or
4 unavailable due to military service, the person’s legal representative or successor in interest
5 evidenced by reasonable verification). It is stipulated by the Parties that, for purposes of this
6 Settlement, all PAGA Employees are “aggrieved employees” as defined pursuant to PAGA.

7 26. “PAGA Pay Periods” means the number of pay periods that a PAGA Employee
8 worked for Defendants as a non-exempt employee in California during the PAGA Period.

9 27. “PAGA Period” means the period from May 4, 2019, through the date of Preliminary
10 Approval.

11 28. “PAGA Representatives” means Plaintiffs.

12 29. “Pay Period Value for PAGA Employees” means the value of each compensable
13 PAGA Pay Period, as determined by the formula that is set forth herein.

14 30. “Preliminary Approval” means the Court order granting preliminary approval of the
15 Settlement Agreement.

16 31. “Request for Exclusion” means a timely written request by a prospective Class
17 Member to be excluded from the Settlement. The Request for Exclusion must: (a) set forth the name,
18 address, telephone number and last four digits of the Social Security Number of the prospective
19 Class Member requesting exclusion; (b) be signed by the prospective Class Member; (c) be returned
20 to the Settlement Administrator; (d) clearly state that the prospective Class Member does not wish
21 to be included in the Settlement; and (e) be postmarked on or before the Response Deadline.
22 Prospective Class Members and PAGA Employees cannot use the Request for Exclusion form to
23 exclude themselves from the PAGA portion of the Settlement. The Request for Exclusion form
24 attached hereto as **Exhibit C**, will be mailed to all prospective Class Members upon Preliminary
25 Approval as part of the Notice Packet.

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32. “Response Deadline” means the deadline by which prospective Class Members must postmark to the Settlement Administrator their Requests for Exclusion and/or Class Members must postmark to the Settlement Administrator their Objection Forms. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

33. “Settlement Administrator” means Simpluris, Inc. (“Simpluris”), or any other third-party class action settlement administrator approved by the Parties and the Court for the purposes of administering this Settlement. The Parties each represent that they do not have a financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. “Settlement Administration Costs” includes all costs payable to the Settlement Administrator for administering the Settlement, including, but not limited to: (a) printing, distributing, translating into Spanish, and tracking notice and other documents for this Settlement; (b) tax reporting; (c) setting up the interest-bearing Qualified Settlement Fund (“QSF”); (d) distributing all payments to be made from the QSF pursuant to this Settlement; and (e) providing necessary reports and declarations as requested by the Parties. The Settlement Administration Costs are currently estimated to be \$10,995, and will not exceed \$13,000.

35. “Workweeks” means the number of calendar weeks that the Class Member worked for Defendants as a non-exempt employee in California during the Class Period.

36. “Workweek Value for Class Members” means the value of each compensable Workweek, as determined by the formula that is set forth in herein.

STIPULATED BACKGROUND

37. On May 4, 2020, Plaintiff Salazar provided written notice under PAGA to the LWDA and to Defendants of provisions of the Labor Code she contends were violated and the theories supporting her contentions.

38. As of July 8, 2020, the LWDA did not take any action to investigate or prosecute the matters alleged in Plaintiff Salazar's May 4, 2020 written notice.

1 39. On August 6, 2020, Plaintiff Salazar filed a representative PAGA action against
2 Defendants in the Riverside Superior Court, Case No. MCC2001498 (the “*Salazar Action*”),
3 alleging: (a) failure to pay minimum and overtime wages; (b) failure to provide meal periods and
4 rest breaks; (c) failure to timely pay wages during employment; (d) failure to timely pay wages upon
5 termination; (e) failure to provide complete and accurate wage statements; and (f) failure to
6 reimburse business expenses.

7 40. On April 19, 2021, Plaintiff Ferrara filed a wage-and-hour class action complaint
8 against Defendant South Coast Winery, Inc. in the Riverside Superior Court, Case No.
9 CVRI2101920 (the “*Ferrara Action*”), alleging: (a) unpaid overtime wages (Labor Code sections
10 510 and 1198); (b) unpaid meal period premiums (Labor Code sections 226.7 and 512(a)); (c) unpaid
11 rest period premiums (Labor Code section 226.7); (d) unpaid minimum wages (Labor Code sections
12 1194 and 1197); (e) final wages not timely paid (Labor Code sections 201 and 202); (f)
13 noncompliant wage statements (Labor Code section 226(a)); and (g) violation of Business &
14 Professions Code sections 17200, *et seq.*

15 41. On May 21, 2021, Defendants filed a Notice of Related Case in the *Salazar Action*,
16 identifying the *Ferrara Action* as a matter that involved the same parties, the same or similar claims,
17 and arising from the same or substantially identical transactions, incidents, or events.

18 42. On May 18, 2021, Plaintiff Alvarez provided written notice under PAGA to the
19 LWDA and to Defendants South Coast Winery, Inc. and Carter Hospitality Group, LLC of
20 provisions of the Labor Code he contends were violated and the theories supporting his contentions.

21 43. On May 18, 2021, Plaintiff Alvarez filed a wage-and-hour class action complaint
22 against Defendants South Coast Winery, Inc. and Carter Hospitality Group, LLC in the Riverside
23 Superior Court, Case No. CVRI2102449 (the “*Alvarez Action*”), alleging: (a) failure to pay all
24 wages; (b) failure to furnish an accurate and itemized wage statement upon payment of wages; (c)
25 short meal breaks; (d) missed rest breaks; (e) failure to pay all wages owed at termination; (f) failure
26 to reimburse business expenses; and (g) violation of Business and Professions Code sections 17200,
27 *et seq.*
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1 44. On June 24, 2021, Defendants filed a Notice of Related Case in the *Salazar Action*
2 and the *Ferrara Action*, identifying the *Alvarez Action* as a matter that involved the same parties,
3 the same or similar claims, and arising from the same or substantially identical transactions,
4 incidents, or events.

5 45. As of July 22, 2021, the LWDA did not take any action to investigate or prosecute
6 the matters alleged in Plaintiff Alvarez's May 18, 2021 written notice.

7 46. On October 5, 2021, Plaintiff Alvarez filed a First Amended Complaint in the *Alvarez*
8 *Action*, adding a cause of action for alleged penalties under PAGA.

9 47. On February 28, 2022, Plaintiffs and Defendants attended a voluntary mediation and
10 reached a tentative settlement of the *Ferrara Action*, *Salazar Action*, and *Alvarez Action*. Plaintiffs
11 and Defendants agreed to enter a global class and representative action settlement of all three (3)
12 pending cases, subject to Court approval.

13 48. On [REDACTED], 2022, the Court ordered the *Ferrara Action*, *Salazar Action*, and *Alvarez*
14 *Action* consolidated, with the *Ferrara Action* as the Lead Case, granted Plaintiffs leave to file the
15 Class Action Complaint, and stayed Defendants time in which to file a pleading in response to the
16 Class Action Complaint, pending completion of the tentative settlement reached at the mediation.

17 49. Solely for purposes of settling the Action, the Parties and their respective counsel
18 stipulate and agree that the requisites for establishing class certification with respect to the Class
19 Members have been met and are met. More specifically, for settlement purposes only, the Parties
20 stipulate and agree that:

21 (a) The Class is ascertainable and so numerous as to make it impracticable to join
22 all Class Members.

23 (b) There are common questions of law and fact including, but not limited to, the
24 following:

- 25 1) Whether Defendants paid proper wages to the Class;
- 26 2) Whether Defendants paid proper minimum wages to the Class;
- 27 3) Whether Defendants paid proper overtime wages to the Class;
- 28 4) Whether Defendants provided meal periods to the Class;

- 5) Whether Defendants provided rest periods to the Class;
 - 6) Whether Defendants indemnified the Class for employment-related expenditures;
 - 7) Whether Defendants paid compensation timely throughout Class Members' employment;
 - 8) Whether Defendants provided accurate itemized wage statements to the Class;
 - 9) Whether waiting-time penalties are available to Class Members who are no longer employed by Defendants for violation of Labor Code section 203;
 - 10) Whether Defendants paid proper meal period pay or rest period pay to the Class; and
 - 11) Whether Defendants engaged in unlawful or unfair business practices affecting the Class in violation of California Business and Professions Code sections 17200 through 17208.
- (c) Plaintiffs' claims are typical of the claims of the Class Members.
 - (d) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class.
 - (e) The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.
 - (f) With respect to the Class, questions of law and fact common to the members of the Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

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1 50. Should, for whatever reason, the Settlement not become effective, the fact that the Parties
2 were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall
3 not be admissible in connection with, the issue of whether the Class Members and/or the Class Claims
4 should be certified in a non-Settlement context in this Action or in any other lawsuit. Defendants
5 expressly reserve their right to oppose class certification in the Action or any other action should this
6 Settlement not become effective.

7 51. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the
8 claims alleged in the Class Action Complaint and/or PAGA Action Complaint, and Defendants further
9 deny that, for any purpose other than settling the Action, that the Action is appropriate for class or
10 representative treatment. With respect to Plaintiffs' claims, Defendants contend, among other things,
11 that Plaintiffs, the Class Members, and the PAGA Employees have been paid proper wages, have been
12 paid proper minimum wages, have been paid proper overtime wages, have been provided meal periods
13 or they have been made available as required, have been provided rest periods or they have been
14 authorized and permitted as required, have been reimbursed for all employment-related expenditures,
15 have been paid timely wages during employment, have been paid timely wages upon separation from
16 employment, and have been provided with accurate itemized wage statements. Defendants contend,
17 among other things, that they have complied at all times with the Labor Code and the applicable Wage
18 Orders of the Industrial Welfare Commission. Furthermore, with respect to all claims, Defendants
19 contend that they have complied at all times with the California Business and Professions Code.

20 52. It is the desire of the Parties to fully, finally, and forever settle, compromise, and
21 discharge all disputes and claims arising from or related to the Class Action Complaint, the PAGA
22 Action Complaint, and the Action.

23 53. Class Counsel has conducted a thorough investigation into the facts of the Action,
24 including an extensive review of relevant documents, and has diligently pursued an investigation of the
25 claims of the Class and PAGA Employees against Defendants. Based on their own independent
26 investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the
27 consideration and on the terms set forth in this Joint Stipulation of Class Action and PAGA Settlement
28 is fair, reasonable, and adequate, and is in the best interest of the Class in light of all known facts and

1 circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court,
2 defenses asserted by Defendants, and numerous potential appellate issues. Defendants and Defendants'
3 Counsel also agree that the Settlement is fair and in the best interest of the Class.

4 54. It is agreed by and among Plaintiffs (on behalf of themselves and the Class) and
5 Defendants, that the Action and any claims, damages, or causes of action arising out of the disputes that
6 are the subject of the Action, be settled and compromised as between Plaintiffs, the Class and the PAGA
7 Employees, on one hand, and Defendants, on the other, subject to the terms and conditions set forth in
8 this Settlement and approval of the Court, as of the Effective Date.

9 55. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
10 preliminary and final approval of this Settlement.

11 56. The Parties agree to stay all proceedings in the Action, except such proceedings
12 necessary to implement and complete the Settlement, pending the final approval hearing to be conducted
13 by the Court.

14 **SETTLEMENT FUNDING AND DISTRIBUTION**

15 57. Funding of the Maximum Settlement Amount. Defendants will make a single
16 payment of \$2,400,000 into the QSF, which the Settlement Administrator will manage and establish,
17 within ten (10) days of the Effective Date. The Settlement Administrator will notify Defendants'
18 Counsel of the account information to which Defendants will wire the payment into the QSF to fund
19 the Maximum Settlement Amount. Upon establishing the QSF, the Settlement Administrator will
20 maintain the fund through Preliminary Approval, settlement administration, and the final approval
21 process. The Maximum Settlement Amount will be used to pay: (a) all Individual Settlement
22 Payments to Class Members; (b) all Class Representative Enhancement Payments to Plaintiffs; (c)
23 all Attorneys' Fees and Costs to Class Counsel; (d) the PAGA Allocation to the LWDA and the PAGA
24 Employees; and (e) all Settlement Administration Costs to the Settlement Administrator.

25 58. Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys' Fees and
26 Costs of not more than \$840,000 in attorney's fees, (35% of the Maximum Settlement Amount) and
27 not more than \$30,000 in attorneys' costs. Defendants agree not to oppose such application. All
28 Attorneys' Fees and Costs will be paid from the Maximum Settlement Amount. Plaintiffs and Class

1 Counsel will not have the right to revoke this Settlement in the event the Court does not approve the
2 sum of Attorneys' Fees and Costs sought by Class Counsel. Any portion of the Attorneys' Fees and
3 Costs not awarded to Class Counsel from the Maximum Settlement Amount will be added to the Net
4 Settlement Amount. The amount of Attorneys' Fees and Costs approved by the Court will cover all
5 work performed and all fees and costs incurred to date, and all work to be performed and all fees
6 and costs to be incurred in connection with the approval by the Court of this Settlement and
7 administration of the Settlement. The Parties agree that there is no prevailing party, and the Class,
8 the PAGA Employees, and Class Counsel shall not be entitled to any fees or costs other than those
9 awarded out of and deducted from the Maximum Settlement Amount.

10 59. Class Representative Enhancement Payments. Plaintiffs will apply to the Court for
11 aggregate Class Representative Enhancement Payments of not more than \$30,000 (\$10,000 for each
12 named Plaintiff) for their effort and work in prosecuting the Action on behalf of the Class and the
13 PAGA Employees. Defendants agree not to oppose such application. The Class Representative
14 Enhancement Payments, which will be paid from the Maximum Settlement Amount, will be in
15 addition to Plaintiffs' right to an Individual Settlement Payment and Individual PAGA Payment
16 pursuant to this Settlement. Plaintiffs will be solely and legally responsible to pay any and all
17 applicable taxes on the Class Representative Enhancement Payments and will defend, indemnify
18 and hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a
19 result of the payments. Plaintiffs will not have the right to revoke this Settlement if the Court does
20 not approve the amount sought by Plaintiffs as Class Representative Enhancement Payments. Any
21 portion of the Class Representative Enhancement Payments not awarded to the Class
22 Representatives from the Maximum Settlement Amount will be added to the Net Settlement Amount.
23 Plaintiffs agree not to opt out of the Class or object to the Settlement based upon the Class
24 Representative Enhancement Payments approved by the Court.

25 60. Settlement Administration Costs. The Settlement Administrator will be paid for the
26 reasonable costs of administration of the Settlement and distribution of payments from the QSF.
27 These costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*: (a)
28 the required tax reporting on the Individual Settlement Payments and Individual PAGA Payments;

(b) the issuing of 1099 IRS Forms; (c) preparing, translating, and distributing Notice Packets; (d) setting up the QSF; (e) calculating and distributing all payments to be made pursuant to the Settlement; and (f) providing necessary reports and declarations. The Settlement Administration Costs are currently estimated to be \$10,995, and will not exceed \$13,000. All the Settlement Administration Costs shall be paid from the Maximum Settlement Amount upon completion of all duties required to be performed by the Settlement Administrator under the terms of this Settlement, or as otherwise required by the Court. Any portion of the Settlement Administration Costs not awarded to the Settlement Administrator from the Maximum Settlement Amount will be added to the Net Settlement Amount. The costs of the Settlement Administrator for work done shall be paid regardless of the outcome of the Settlement. If the Settlement does not become final and effective, the cost of the Settlement Administrator will be shared equally by Plaintiffs and Defendants.

61. PAGA Allocation. \$100,000 shall be allocated from the Maximum Settlement Amount for settlement of claims for civil penalties under PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Allocation (\$75,000) to the LWDA, and twenty-five percent (25%) of the PAGA Allocation (\$25,000) to the PAGA Employees, on a pro rata basis, as described below. Each PAGA Employee's pro rata share of the \$25,000 will be his or her Individual PAGA Payment. PAGA Employees will receive their Individual PAGA Payments even if they submit valid and timely Requests for Exclusion from the Class.

62. Individual Settlement Payment Calculations. Individual Settlement Payments to Class Members will be calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class Member worked during the Class Period as a non-exempt or hourly-paid employee in California. Calculations of Individual Settlement Payments will be made as follows:

(a) The Settlement Administrator will first calculate the total number of Workweeks worked by each prospective Class Member as a non-exempt or hourly-paid employee in California during the Class Period and the aggregate total number of Workweeks worked by all prospective Class Members as non-exempt or hourly-paid employees in California during the Class

1 Period. A prospective Class Member who worked any portion of a Workweek will be credited with
2 the entire Workweek.

3 (b) To determine each prospective Class Member's estimated Individual
4 Settlement Payment, the Settlement Administrator will use the following formula: the Net Settlement
5 Amount will be divided by the aggregate total number of Workweeks worked by all prospective
6 Class Members during the Class Period, resulting in the Workweek Value for Class Members. Each
7 prospective Class Member's estimated Individual Settlement Payment will then be calculated by
8 multiplying each prospective Class Member's total number of Workweeks by the Workweek Value
9 for Class Members.

10 (c) The entire Net Settlement Amount will be disbursed as Individual Settlement
11 Payments to the Class. If there are any valid and timely Requests for Exclusion received from
12 prospective Class Members, the Settlement Administrator shall proportionately increase the
13 Individual Settlement Payment for each Class Member according to the number of Workweeks
14 worked, so that the amount distributed to the Class equals one hundred percent (100%) of the Net
15 Settlement Amount. Additionally, all interest accrued from Defendants' payments into the QSF
16 during the funding process and through distribution will be added to the Net Settlement Amount and
17 the Individual Settlement Payments will be proportionally increased on a pro rata basis.

18 63. Individual PAGA Payment Calculations. Individual PAGA Payments to PAGA
19 Employees will be calculated and apportioned from the percentage of the PAGA Allocation allocated
20 to the PAGA Employees (*i.e.*, 25% of the PAGA Allocation or \$25,000) based on the number of Pay
21 Periods the PAGA Employee worked during the PAGA Period as a non-exempt or hourly-paid
22 employee in California. Calculations of Individual PAGA Payments will be made as follows:

23 (a) The Settlement Administrator will first calculate the total number of Pay
24 Periods worked by each PAGA Employee as a non-exempt or hourly-paid employee in California
25 during the PAGA Period and the aggregate total number of Pay Periods worked by all PAGA
26 Employees as non-exempt or hourly-paid employees in California during the PAGA Period. A PAGA
27 Employee who worked any portion of a PAGA Pay Period will be credited with the entire Pay Period.

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1 (b) To determine each PAGA Employee's estimated Individual PAGA Payment,
2 the Settlement Administrator will use the following formula: twenty-five percent (25%) of the PAGA
3 Allocation (*i.e.*, \$25,000) will be divided by the aggregate total number of Pay Periods worked by
4 all PAGA Employees during the PAGA Period, resulting in the Pay Period Value for PAGA
5 Employees. Each PAGA Employee's Individual PAGA Payment will then be calculated by
6 multiplying each individual PAGA Employee's total number of Pay Periods by the Pay Period Value
7 for PAGA Employees.

8 64. No Credit Toward Benefit Plans. All settlement payments to Class Members and
9 PAGA Employees shall be deemed to be paid to such Class Members and PAGA Employees solely
10 in the year in which such payments actually are received by the Class Member or PAGA Employee.
11 It is expressly understood and agreed that the Individual Settlement Payments made to Class
12 Members and Individual PAGA Payments made to PAGA Employees under this Settlement, as well
13 as any other payments made pursuant to this Settlement, will not be used to calculate any additional
14 benefits under any benefit plans to which any Class Members or PAGA Employees may be eligible,
15 including, but not limited to: (a) profit-sharing plans; (b) bonus plans; (c) 401(k) plans; (d) stock
16 purchase plans; (e) vacation plans; (f) sick leave plans; (g) PTO plans; and (h) any other benefit plan.
17 It is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to
18 which any Class Members or PAGA Employees may be entitled under any benefit plans.

19 PRELIMINARY APPROVAL HEARING

20 65. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
21 request Preliminary Approval of the Settlement Agreement and entry of a Preliminary Approval
22 Order for: (a) conditional certification of the Class for settlement purposes only; (b) preliminary
23 approval of the proposed Settlement and Notice Packet; and (c) setting a date for a Final
24 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
25 Packet to be sent to all prospective Class Members as specified herein. In conjunction with the
26 Preliminary Approval hearing, Plaintiffs will submit this Settlement, which sets forth the terms of
27 the Settlement, along with the proposed Notice Packet. Plaintiffs will also serve notice of the PAGA
28 Settlement on the LWDA at or before the time Plaintiffs file the motion for Preliminary Approval.

1 **ADMINISTRATION OF SETTLEMENT AND NOTICE**

2 66. Settlement Administration Process. The Parties agree to cooperate in the
3 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
4 and expenses incurred in administration of the Settlement. Defendants agree to fund the QSF by
5 making the above-described payment through the Settlement Administrator. The Parties intend in
6 this Settlement for the QSF to be fully funded at the point in time following the Effective Date when
7 distribution of payments to Class Member and PAGA Employees has been approved and ordered by
8 the Court.

9 67. Delivery of the Class List. Within twenty-one (21) calendar days of entry of the
10 Court's Order Granting Preliminary Approval, Defendants will provide the Class List to the
11 Settlement Administrator. Absent mutual written agreement of counsel for all Parties or Court order,
12 the Settlement Administrator will keep the Class List confidential and secure and use it only for the
13 purposes described herein.

14 68. Confirmation of Contact Information in the Class List and Undeliverable Notices.
15 Prior to mailing Notice Packets, the Settlement Administrator will perform a search based on the
16 National Change of Address Database for information to update and correct for any known or
17 identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-
18 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.
19 Mail to the forwarding address affixed thereto, and the Settlement Administrator will indicate the
20 date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement
21 Administrator will promptly attempt to determine the correct address using an Accurint search/skip-
22 trace and will perform a single remailing.

23 69. Notice by First-Class U.S. Mail. Within ten (10) days after the Settlement
24 Administrator receives the Class List from Defendants, the Settlement Administrator will mail a
25 Notice Packet in English and in Spanish to all prospective Class Members via regular First-Class
26 U.S. Mail, using the most current, known mailing addresses identified in the Class List or through
27 the confirmation process described above.

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1 70. Notice Packets. All prospective Class Members will be mailed a Notice Packet,
2 comprised of the Notice of Class Action and PAGA Settlement, the Objection Form, and the Request
3 For Exclusion form, attached as **Exhibits A, B, and C**, respectively, or as provided by Court order.
4 The Notice of Class Action and PAGA Settlement will set forth the material terms of the proposed
5 Settlement, along with instructions about how to object or request exclusion from the proposed Class
6 Action Settlement. For each Class Member and PAGA Employee, there will be pre-printed
7 information on the Notice of Class Action and PAGA Settlement, based on Defendants' records,
8 stating the person's Workweeks during the Class Period, PAGA Pay Periods during the PAGA Period,
9 and the estimated total settlement payment, including the prospective Class Member's Individual
10 Settlement Payment and Individual PAGA Payment. The Notice of Class Action and PAGA
11 Settlement, Objection Form, and Request for Exclusion Form (**Exhibits A, B, and C**) will be
12 provided in English and in Spanish. If there is any ambiguity between the English and Spanish
13 translations, the English version will be controlling.

14 71. Disputed Information in the Notice Packets. Class Members and PAGA Employees
15 will have an opportunity to dispute the information provided in their Notice Packets. To the extent
16 Class Members dispute their employment dates or the number of Workweeks, and/or PAGA
17 Employees dispute their employment dates or the number of PAGA Pay Periods, they must submit
18 their dispute regarding such information to the Settlement Administrator, in writing and postmarked
19 on or before the Response Deadline, along with evidence showing that such information provided
20 in the Notice Packet is inaccurate. Unless a disputing Class Member or PAGA Employee submits
21 documentary evidence in support of his or her dispute, the records of Defendants will be
22 determinative. The Settlement Administrator will advise the Parties of such dispute, allow
23 Defendants five (5) business days to respond with any additional information or records, and then
24 decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator
25 will evaluate the evidence submitted by the Class Member, PAGA Employee, and Defendants, and
26 the Settlement Administrator will make the final decision as to the merits of the dispute.

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OBJECTIONS TO SETTLEMENT

72. Objection Procedures. The Notice Packet shall state that Class Members who wish to object to the Settlement may do so by submitting an Objection Form to the Settlement Administrator, postmarked on or before the Response Deadline (no less than 45 calendar days from the initial mailing of the Notice Packet by the Settlement Administrator). The postmark date of the Objection will be deemed the exclusive means for determining that the Objection is timely. However, Class Members are not required to appear at the hearing for final approval to have their Objections considered. The Objection Form must be signed by the Class Member and contain all information required by this Settlement. The Settlement Administrator will promptly provide any Objection Forms to the Parties' counsel upon receiving them. Class Counsel will include all Objections received, and Plaintiffs' response(s) thereto, with Plaintiffs' motion for final approval of the Settlement. Class Members may also have a right to have their Objections heard at the Final Approval/Settlement Fairness Hearing. Class Counsel will not represent any Class Members with respect to any such Objections. Any prospective Class Members who request exclusion from the Settlement (as provided below) will not have standing to object to the Settlement. If a Class Member objects to the Settlement, the Class Member will remain a member of the Class. If the Court approves the Settlement, the objecting Class Member will be deemed a member of the Class and will be bound by the terms of the Settlement upon final approval in the same way and to the same extent as a Class Member who did not object.

73. PAGA Portion of the Settlement. Class Members and PAGA Employees cannot object to the PAGA portion of the Settlement.

REQUESTS FOR EXCLUSION

74. Requests for Exclusion. Any prospective Class Member wishing to opt-out from the Settlement (other than the PAGA portion of the Settlement) must sign and send a valid and written Request for Exclusion to the Settlement Administrator, which is postmarked on or before the Response Deadline (no less than 45 calendar days from the initial mailing of the Notice Packet by the Settlement Administrator). The postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Parties and their counsel will not solicit or

1 encourage any prospective Class Member, directly or indirectly, to opt out of the Settlement. The
2 Request for Exclusion form must include the prospective Class Member's name, address, telephone
3 number, and signature. A prospective Class Member who properly submits a valid and timely request
4 to be excluded from the Action will not receive an Individual Settlement Payment, will not be bound
5 by the class action releases of the Settlement (as provided in paragraph 97, below), and will not have
6 standing to object to the Settlement. A Request for Exclusion must be mailed to the Settlement
7 Administrator at the address to be provided in the Notice Packet. The Settlement Administrator will
8 promptly transmit all Requests for Exclusion to the Parties' counsel. Class Counsel will include all
9 Requests for Exclusion received with Plaintiffs' motion for final approval of the Settlement.
10 Prospective Class Members submitting a Request for Exclusion will nevertheless receive their
11 Individual PAGA Payments and will be bound by the release given by all PAGA Employees (as
12 provided in paragraph 96, below). If the Court approves the compromise of the PAGA Action
13 Complaint, all PAGA Employees are bound by the Court's resolution of that claim, regardless of
14 whether they submitted timely and valid Requests for Exclusion as Class Members. A prospective
15 Class Member who submits a valid and timely Request for Exclusion will still receive his or her
16 Individual PAGA Payment if he or she is also a PAGA Employee.

17 75. Defective Requests for Exclusion. If a prospective Class Member's Request for
18 Exclusion is timely but defective as to the content requirements listed above, the prospective Class
19 Member will be given an opportunity to cure the defect(s). Specifically, the Settlement Administrator
20 will mail to the prospective Class Member a cure letter within three (3) business days of receiving
21 the defective submission to advise the prospective Class Member that his or her submission is
22 defective and that the defect must be cured to render the Request for Exclusion valid. The prospective
23 Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days
24 from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion.
25 If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely,
26 the prospective Class Member will not be excluded from the Settlement, and the prospective Class
27 Member will become a Class Member for all purposes.

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1 76. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any prospective
2 Class Member who does not affirmatively opt out of the Settlement by submitting a timely and valid
3 Request for Exclusion will become a Class Member for all purposes and will be bound by all terms
4 of the Settlement, including those pertaining to the released claims, as well as any Judgment that
5 may be entered by the Court if it grants final approval.

6 77. Settlement Administrator Reports. The Settlement Administrator will provide the
7 Parties' counsel a weekly report of the number of prospective Class Members who have submitted
8 valid Requests for Exclusion, the number of Class Member who have submitted Objection Forms,
9 and any disputes regarding Workweek or PAGA Pay Period calculations. The Settlement
10 Administrator will also provide to Parties' counsel updated reports regarding the administration of
11 the Settlement Agreement as needed or requested.

12 **OPTIONS TO REVOKE SETTLEMENT**

13 78. Plaintiffs' Option to Revoke Settlement: Defendants estimate that there were
14 approximately nine hundred seventeen (917) prospective Class Members as of February 2022. If,
15 during the Class Period, the number of prospective Class Members increases by more than twenty
16 percent (20%) of the amount stated, then Plaintiffs may terminate this Settlement Agreement. If
17 Plaintiffs exercise the option to terminate this Settlement, Plaintiffs shall (a) provide written notice
18 to Defendants' Counsel within seven (7) calendar days after Class Counsel knew or should have
19 known the number of prospective class member exceeded 1,100; and (b) pay all Settlement
20 Administration Costs incurred up to the date or because of the termination. The Parties shall proceed
21 in all respects as if this Settlement Agreement had not been executed.

22 79. Defendants' Option to Revoke Settlement. If, after the Response Deadline, the
23 number of prospective Class Members who submit timely and valid written Requests for Exclusion
24 is at least five percent (5%) of the total number of prospective Class Members, Defendants shall
25 have, in their sole discretion, the option to terminate this Settlement. If Defendants exercise the
26 option to terminate this Settlement, Defendants shall (a) provide written notice to Class Counsel
27 within seven (7) calendar days after the Response Deadline; and (b) pay all Settlement
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Administration Costs incurred up to the date or because of the termination. The Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

ESCALATOR CLAUSE

80. Escalator Clause. Defendants have estimated that as of February 2022, there were approximately nine hundred seventeen (917) prospective Class Members who worked approximately 72,377 Workweeks during the Class Period. Defendants will provide a declaration under penalty of perjury confirming the number of prospective Class Members and Workweeks they worked during the Class Period. The Maximum Settlement Amount will increase proportionally with added Workweeks if the number of such additional Workweeks is more than ten percent (10%) of the estimate number of Workweeks stated herein. In other words, if the number of actual workweeks during the Class Period exceeds 72,377 workweeks by more than 7,238 Workweeks, the Maximum Settlement Amount shall be increased by the actual percentage.

FINAL APPROVAL AND ENTRY OF JUDGMENT

81. Final Settlement Approval Hearing. Upon expiration of the deadlines to postmark Requests for Exclusion or Objection Forms, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the final approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) Class Representative Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. The Final Approval/Settlement Fairness Hearing will be held no earlier than thirty (30) days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval/Settlement Fairness Hearing.

82. Nullification of Settlement Agreement. If (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

1 83. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
2 Court and after the Final Approval/Settlement Fairness Hearing, the Parties will present the
3 Judgment to the Court for its approval. The Settlement Administrator will post the final Judgment
4 approving the Settlement on a website maintained by the Settlement Administrator for a period of
5 not less than ninety (90) days after the Judgment is entered by the Court. The address of the website
6 will be included in the Notice of Class Action and PAGA Settlement. After entry of the Judgment,
7 the Court will have continuing jurisdiction solely for purposes of addressing: (a) interpretation and
8 enforcement of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-
9 Judgment matters as may be appropriate under court rules or as set forth in this Settlement
10 Agreement.

11 **DISPOSITION OF SETTLEMENT PAYMENTS; UNCASHED CHECKS**

12 84. Distribution and Timing of Payments: Within thirty (30) days of the Effective Date,
13 and after Defendants have fully funded the QSF with the Maximum Settlement Amount, the
14 Settlement Administrator will issue the following payments: (a) Individual Settlement Payments to
15 all Class Members (*i.e.*, prospective Class Members who have not submitted a valid and timely
16 Request for Exclusion), including any Class Members whose notice was returned as undeliverable;
17 (b) Individual PAGA Payments to all PAGA Employees; (c) Class Representative Enhancement
18 Payments to Plaintiffs; (d) Attorneys' Fees and Costs payments to Class Counsel; and (e) seventy-
19 five percent (75%) of the PAGA Allocation, *i.e.*, \$75,000, to the LWDA. The Settlement
20 Administrator will also issue a payment to itself for Court-approved services performed in
21 connection with the Settlement. The Settlement Administrator will pay Individual Settlement
22 Payments from the Net Settlement Amount to all Class Members who have not timely requested
23 exclusion. The Settlement Administrator will also pay Individual PAGA Payments from the twenty-
24 five percent (25%) portion of the PAGA Allocation (\$25,000) to the PAGA Employees in Individual
25 PAGA Payments. The Settlement Administrator will make these payments by sending a check in the
26 appropriate amount to the Class Member and/or PAGA Employee at the address indicated in the
27 Class List provided by Defendants, or as subsequently determined by the Settlement Administrator
28 to be correct.

1 85. Mailing of Settlement Checks. The Settlement Administrator shall cause the
2 settlement checks to be mailed to the Class Members and PAGA Employees as provided herein,
3 within thirty (30) days of the Effective Date. Individual Settlement Payments and Individual PAGA
4 Payments may be combined in one check.

5 86. Uncashed Settlement Checks. Class Members will receive checks for their
6 Individual Settlement Payments and PAGA Employees will receive checks for their Individual
7 PAGA Payments. All such checks will remain negotiable for one hundred twenty (120) calendar
8 days. Any check not cashed within one hundred twenty (120) calendar days will be void. No later
9 than ten (10) calendar days after the expiration of the 120-day period, the Settlement Administrator
10 shall deposit the total amounts contained in the uncashed settlement checks, and all interest that has
11 accrued thereon, to the State Controller's Unclaimed Property Fund. The Settlement Administrator
12 shall provide a declaration of deposit with the State Controller's Unclaimed Property Fund, which
13 will be served on Class Counsel and Defendants' Counsel within ten (10) calendar days of payment
14 of the residual to such beneficiary. Any costs associated with administering the remaining funds
15 under this paragraph or payments to the State Controller's Unclaimed Property Fund (e.g., bank
16 stop-payment charges, settlement administration costs associated with any reserve amount) will be
17 deducted before the deposit into the State Controller's Unclaimed Property Fund.

18 87. Certification of Completion. Upon completion of its calculation of the Individual
19 Settlement Payments and Individual PAGA Payments and mailing of the settlement checks, the
20 Settlement Administrator will provide the Parties' counsel with a report listing the amounts of all
21 payments made to Class Members and PAGA Employees (to be identified anonymously by
22 employee number or other identifier). A declaration attesting to completion of all payment
23 obligations will be provided to Class Counsel and Defendants' Counsel and filed with the Court by
24 Class Counsel.

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TAX TREATMENT OF SETTLEMENT PAYMENTS

88. Tax Allocation of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows for tax purposes: (a) twenty-five percent (25%) as wages; and (b) seventy-five percent (75%) as penalties and interest. Additionally, all interest accrued from Defendants' payment into the QSF during the funding process and through distribution will be added to the Net Settlement Amount, and Individual Settlement Payments will be proportionally increased on a pro rata basis. The Settlement Administrator will be responsible for issuing to Class Members a form W-2 for amounts deemed wages and an IRS Form 1099 for the portions allocated to penalties.

89. Tax Allocation of Individual PAGA Payments. All Individual PAGA Payments will be allocated as one hundred percent (100%) penalties. The Settlement Administrator will be responsible for issuing to PAGA Employees an IRS Form 1099 for all Individual PAGA Payments.

90. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Class Members, PAGA Employees, and Class Counsel, all tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all withheld taxes and penalties to the appropriate government authorities as may be required by law.

91. Tax Liability. Defendants and Defendants' Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs, Class Members, and the PAGA Employees are not and cannot rely on any statement, representation, or calculation by Defendants, Defendant's Counsel, or by the Settlement Administrator in this regard. Plaintiffs, Class Members, and the PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendants free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

92. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS PARAGRAPH, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS

1 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
2 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
3 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
4 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
5 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
6 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
7 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
8 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
9 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
10 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
11 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
12 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
13 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
14 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS
15 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
16 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
17 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
18 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
19 CONTEMPLATED BY THIS AGREEMENT.

20 **RELEASE BY PLAINTIFFS, CLASS MEMBERS AND PAGA EMPLOYEES**

21 93. Release by Plaintiffs, Class Members, and PAGA Employees. Upon final approval
22 by the Court of this Settlement and Defendants' payment of all sums due pursuant to this Settlement,
23 and except as to such rights or claims as may be created by this Settlement, Plaintiffs, the Class, each
24 Class Member, and each PAGA Employee, will release claims as follows:

25 94. Identity of Released Parties. The "Released Parties" are Defendants, together with their
26 officers, directors, employees, and agents (collectively, the "Released Parties").

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1 95. Date Releases Becomes Active. The Released Class Claims, Released PAGA Claims,
2 and Plaintiffs' Released Claims (as defined below) will be released upon the later of (a) the Effective
3 Date, or (b) the satisfaction of Defendant's obligation to provide to the Settlement Administrator with
4 the Maximum Settlement Amount pursuant to this Settlement and the Court's order of final approval.
5 Class Members, PAGA Employees and Plaintiffs will not release the Released Class Claims, Released
6 PAGA Claims, or Plaintiffs' Released Claims until the Effective Date has occurred, **and** Defendants
7 have paid all amounts owing under the Settlement.

8 96. Released PAGA Claims. Plaintiffs and the State of California hereby release the
9 Released Parties from the following claims that arose during the PAGA Period (the "Released PAGA
10 Claims"):

11 (a) All claims for statutory penalties that could have been sought by the Labor
12 Commissioner for the violations identified in the PAGA Action Complaint, to the extent
13 the violations identified in the PAGA Action Complaint were alleged in the Class Action
14 Complaint. The Released PAGA claims include all claims by the PAGA Employees for
15 statutory penalties that could have been sought by the Labor Commissioner based upon
16 Defendants' alleged (i) failure to pay minimum wages and overtime wages; (ii) failure
17 to provide meal periods and rest breaks; (iii) failure to timely pay wages during
18 employment; (iv) failure to timely pay wages upon termination of employment; (v)
19 failure to provide complete and accurate wage statements; (vi) failure to reimburse
20 business expenses; and (vii) failure to properly calculate and provide paid sick leave.
21 Plaintiffs and the State of California do not release any PAGA Employees' individual
22 claims for wages or damages. By virtue of this Agreement, the PAGA Employees shall
23 be deemed to have, and by operation of the final judgment approved by the Court, shall
24 have, fully, finally, and forever settled and released all of the Released PAGA Claims.

25 (b) The res judicata effect of the Judgment with respect to the PAGA Employees will
26 be the same as that of the Released PAGA Claims. The Released PAGA Claims expressly
27 exclude all other claims by the PAGA Employees, including claims for vested benefits,
28 wrongful termination, unemployment insurance, disability insurance, social security,

workers' compensation, and claims outside of the PAGA Period.

(c) The Parties understand and agree that the scope of the release described in this section: (1) is a material part of the consideration for this Agreement; (2) was critical in justifying the agreed upon economic value of this settlement and without it Defendants would not have agreed to the consideration provided; and (3) is narrowly drafted and necessary to ensure that Defendants are obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in the Class Action Complaint and PAGA Action Complaint.

97. Released Class Claims. Each and every Class Member, on behalf of such Class Member and such Class Member's heirs and assigns, hereby releases the Released Parties from the following claims that arose during the Class Period (the "Released Class Claims"):

(a) All causes of action and factual or legal theories that were alleged in the Class Action Complaint and/or PAGA Action Complaint, or that could have been alleged against Defendants and/or Released Parties based on the facts contained therein, including but not limited to, claims for: (1) failure to pay all regular wages, minimum wages and overtime wages due; (2) failure to provide proper meal and rest periods and to properly provide premium pay in lieu thereof; (3) failure to provide complete, accurate or properly formatted wage statements; (4) failure to reimburse business expenditures; (5) failure to timely pay all wages due upon separation from employment; (6) failure to pay waiting time penalties; (7) engaging in unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaints; (8) all claims under PAGA that were described in the PAGA Action Complaint; (9) any other claims or penalties under the Labor Code or other wage-and-hour laws pleaded in the Action; (10) any and all claims arising under the related provisions of the Labor Code, including but limited to Labor Code sections 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1197, 1198, 2802; (11) any and all derivative claims under Business & Professions Code sections

17200 et seq., and (12) all damages, penalties, liquidated damages, interest, attorneys' fees and costs, and other amounts recoverable under said claims, causes of action or legal theories of relief.

(b) This waiver and release will be final and binding on the Effective Date and will have every preclusive effect permitted by law. Plaintiffs and the Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the Released Class Claims. The discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Class Claims. By virtue of this Agreement, Plaintiffs and the Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Class Claims.

(c) The res judicata effect of the Judgment with respect to Class Members will be the same as that of the Released Class Claims. Released Class Claims expressly exclude all other claims by Class Members, including claims for vested benefits, wrongful termination, unemployment insurance, disability insurance, social security, workers' compensation, and claims outside of the Class Period.

(d) The Parties understand and agree the scope of the Released Class Claims described: (1) is a material part of the consideration for this Agreement; (2) was critical in justifying the agreed upon economic value of this settlement and without it Defendants would not have agreed to the consideration provided; and (3) is narrowly drafted and necessary to ensure that Defendants are obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in the operative complaints in the Action.

98. Release by Plaintiffs and Class Representatives. Each and every Plaintiff, on behalf of such Plaintiff and such Plaintiff's heirs and assigns, hereby releases the Released Parties, as follows ("Plaintiffs' Released Claims"):

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(a) Plaintiffs hereby fully and finally release and discharge the Released Parties from any and all of the Released PAGA Claims (as defined above) and any and all Released Class Claims (as defined above) and from any and all other claims, charges, complaints, liens, demands, agreements, contracts, covenants, actions, suits, causes of action, penalties, wages, obligations, debts, expenses, damages, attorneys' fees, costs, judgments, orders, and liabilities, of whatever kind or nature, in law, equity, or otherwise, known or unknown, suspected or unsuspected, that Plaintiffs had, now have, or may hereafter claim to have against the Released Parties, arising out of, or relating in any way to, Plaintiffs' hiring by, employment with, or separation from employment with Defendants, or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of any Released Party, arising or accruing from the beginning of time up through the date of the final approval order and judgment issued by the Court. Plaintiffs' Released Claims include, but are not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including but not limited to any claims arising under the California Labor Code; the Wage Orders of the Industrial Welfare Commission; California Business and Professions Code sections 17200, *et seq.*; the Fair Employment and Housing Act, Cal. Gov't Code sections 12900, *et seq.*; the Healthy Workplaces, Healthy Families Act, Cal. Labor Code sections 245, *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. sections 2000e, *et seq.*; the Americans with Disabilities Act, 42 U.S.C. sections 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. sections 1001, *et seq.*; the Fair Labor Standards Act, 29 U.S.C. sections 201, *et seq.*, the Portal to Portal Act, 29 U.S.C. sections 251, *et seq.*, and the Families First Coronavirus Response Act, and/or any other federal, state or

1 other governmental statute, law, regulation or ordinance.

2 (b) Plaintiffs each acknowledge that they have read section 1542 of the Civil Code
3 of the State of California, which provides as follows:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
5 WHICH THE CREDITOR OR RELEASING PARTY DOES NOT
6 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE
7 TIME OF EXECUTING THE RELEASE AND THAT, WHICH IF
8 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
9 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
10 OR RELEASED PARTY.

11 Plaintiffs each further warrant that they understand that section 1542 gives Plaintiffs the
12 right not to release existing claims of which Plaintiffs are not now aware, unless they
13 voluntarily choose to waive this right. Having been so apprised, Plaintiffs each
14 nevertheless voluntarily waive the rights described in section 1542, and elect to assume
15 all risks and to release the claims set forth in this subsection, that now exist in their favor,
16 whether known or unknown.

17 (c) The res judicata effect of the Judgment with respect to Plaintiffs will be the same
18 as that of Plaintiffs' Released Claims. Plaintiffs' Released Claims expressly excludes
19 claims that cannot be waived, including claims for unemployment insurance and
20 workers' compensation.

21 (d) The Parties understand and agree that the scope of the Plaintiffs' Released
22 Claims described in this subsection: (1) is a material part of the consideration for this
23 Agreement; (2) was critical in justifying the agreed upon economic value of this
24 settlement and without it Defendants would not have agreed to the consideration
25 provided; and (3) is narrowly drafted and necessary to ensure that Defendants are
26 obtaining peace of mind regarding the resolution of claims that were or could have been
27 alleged based on the facts, causes of action, and legal theories contained in the operative
28 complaints in the Action.

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1 99. No Unalleged Claims. Plaintiffs and Class Counsel represent that they are not
2 currently aware of any (a) unalleged claims in addition to, or different from, those which are finally
3 and forever settled and released against the Released Parties by this Settlement; and/or (b) unalleged
4 facts or legal theories upon which any claims or causes of action could be brought against
5 Defendants, except such facts and theories specifically alleged in the Class Action Complaint and/or
6 PAGA Action Complaint. Plaintiffs and Class Counsel further represent that, other than the instant
7 Action, they have no current intention of asserting any other claims against Defendants or Released
8 Parties in any judicial or administrative forum. Plaintiffs and Class Counsel further represent that
9 they do not currently know of or represent any persons who have expressed any interest in pursuing
10 litigation or seeking any recovery against Defendants or Released Parties. The Parties acknowledge,
11 understand, and agree the representations described in this paragraph are essential to the Settlement
12 and that this Settlement would not have been entered into were it not for this representation.

13 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

14 100. The Parties shall submit this Joint Stipulation of Class Action and PAGA Settlement
15 to the Court in support of Plaintiffs' unopposed Motion for Preliminary Approval for determination
16 by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation
17 of Class Action and PAGA Settlement, the Parties shall apply to the Court for the entry of an order:

- 18 (a) Scheduling a Final Approval/Settlement Fairness Hearing on the question of
19 whether the proposed Settlement, including payment of the Attorney's Fees
20 and Costs, and the Class Representatives Enhancement Payments, should be
21 finally approved as fair, reasonable, and adequate as to the Class Members;
22 (b) Conditionally certifying a Class for settlement purposes only;
23 (c) Approving as to form and content the proposed Notice Packet;
24 (d) Directing the mailing of the Notice Packet by the Settlement Administrator;
25 (e) Preliminarily approving the Settlement subject only to the objections of Class
26 Members and final review by the Court;
27 (f) Conditionally appointing Plaintiffs and Class Counsel as representatives of
28 the proposed Class Members; and,

(g) Appointing Simpluris as the Settlement Administrator.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

101. In conjunction with the hearing of a motion for final approval by the Court as provided for in this Joint Stipulation of Class Action and PAGA Settlement, Class Counsel will provide to Defendants' Counsel for review and approval and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish the following:

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b). Approving Class Counsel's application for Attorneys' Fees and Costs;
- (c) Approving the Class Representative Enhancement Payments to the Class Representatives;
- (d) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.
- (e) Adjudging Plaintiffs and Class Counsel have adequately represented the Class for the purpose of entering into and implementing the Settlement;
- (f) Entering a final judgment in the action;
- (g) Adjudging that any prospective Class Member's valid and timely request for exclusion as a Class Member does not affect the applicability of the Released PAGA Claims provision (paragraph 96, above); and
- (h) Directing the posting of the final judgment on a website maintained by the Settlement Administrator for a period of not less than ninety (90) days after entry of final judgment.

Any revised final judgment will also be provided to Defendants' Counsel for review and approval before submission to the Court.

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PUBLICITY

102. Publicity Agreement. Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except to the prospective Class Members as required to effectuate the terms of the Settlement. For the avoidance of doubt, this paragraph means Plaintiffs and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in any manner or form, whether printed or electronic, on any medium, or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. For the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties and the venue/case number of the Action (but not any other settlement details).

GENERAL PROVISIONS

102. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

103. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. This provision has no application or impact on any arbitration agreements, confidentiality agreements, employee handbooks or policies executed by any prospective Class Member, Class Member or PAGA Employee, during his or her employment with Defendants, which remain in full force and effect.

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

1 105. Amendment or Modification. This Settlement Agreement may be amended or
2 modified only by a written instrument signed by the Parties' counsel or their successors-in-interest.

3 106. Authorization to Enter Into the Settlement Agreement. The Parties' counsel warrant
4 and represent they are expressly authorized by the Parties whom they represent to negotiate this
5 Settlement and to take all appropriate action required or permitted to be taken by such Parties
6 pursuant to this Settlement to effectuate its terms and to execute any other documents required to
7 effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other
8 and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
9 reach agreement on the form or content of any document needed to implement the Settlement, or on
10 any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
11 the Parties shall refer the matter to Mediator Paul Grossman for resolution.

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

14 108. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
15 will be governed by and interpreted according to the laws of the State of California.

16 109. Execution and Counterparts. This Settlement Agreement is subject only to the
17 execution of all Parties. However, the Settlement may be executed in one or more counterparts. All
18 executed counterparts and each of them, including facsimile and scanned copies of the signature
19 page, will be deemed to be one and the same instrument if the Parties' counsel will exchange among
20 themselves original signed counterparts.

21 110. Acknowledgement that the Settlement Agreement is Fair and Reasonable. The
22 Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have
23 arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation,
24 considering all relevant factors, present and potential. The Parties further acknowledge that they are
25 each represented by competent counsel and that they have had an opportunity to consult with their
26 counsel regarding the fairness and reasonableness of this Settlement. In addition, the mediator may
27 execute a declaration supporting the Settlement and the reasonableness of the Settlement. The Court
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1 may, in its discretion, contact the mediator to discuss the Settlement and whether the Settlement is
2 objectively fair and reasonable.

3 111. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this Settlement
6 Agreement valid and enforceable.

7 112. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
8 class certification for purposes of this Settlement only. Plaintiffs or Class Counsel may appeal any
9 reduction in Attorneys' Fees and Costs that are below the amount they request from the Court, and
10 either Party may appeal any court order that materially alters the Settlement Agreement's terms.

11 113. Non-Admission of Liability. The Parties enter this Settlement to resolve the dispute
12 that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In
13 entering this Settlement, Defendants do not admit, and specifically deny, that they: (a) violated any
14 federal, state, or local law; (b) violated any regulations or guidelines promulgated pursuant to any
15 statute or any other applicable laws, regulations, or legal requirements; (c) breached any contract;
16 (d) violated or breached any duty; (e) engaged in any misrepresentation or deception; or (f) engaged
17 in any other unlawful conduct with respect to their employees. Neither this Settlement, nor any of
18 its terms or provisions, nor any of the negotiations connected with it, will be construed as an
19 admission or concession by Defendants of any such violations or failures to comply with any
20 applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this
21 Settlement and its terms and provisions will not be offered or received as evidence in any action or
22 proceeding to establish any liability or admission on the part of Defendants or to establish the
23 existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
24 or other applicable law.

25 114. Waiver. No waiver of any condition or covenant contained in this Settlement or
26 failure to exercise a right or remedy by any of the Parties will be considered to imply or constitute a
27 further waiver by such Party of the same or any other condition, covenant, right or remedy.

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115. 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 business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

Class Counsel

JUSTICE LAW CORPORATION

Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley
Kiley L. Grombacher
Lirit A. King
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361

Defendants' Counsel

NEWMAYER & DILLION LLP

Michael J. Studenka
Thomas H. Reilly
895 Dove Street, Fifth Floor
Newport Beach, CA 92660

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

117. Class Counsel Signatures. It is agreed because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Settlement. The Notice of Class Action and PAGA Settlement will advise all Class Members of the binding nature of the Released Class Claims and Released PAGA Claims, and the release shall have the same force and effect as if this Settlement were executed by each Class Member.

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

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1 119. Representation By Counsel. The Parties acknowledge they have been represented by
2 counsel throughout all negotiations that preceded the execution of this Settlement and that this
3 Settlement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class
4 Counsel warrant and represent that there are no liens on the Settlement.

5 120. All Terms Subject to Final Court Approval. All amounts and procedures described
6 in this Settlement Agreement herein will be subject to final Court approval.

7 121. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
8 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
9 this Settlement Agreement.

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

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SO AGREED AND STIPULATED.

PLAINTIFF

Dated: 05/31/2022

Ruth Ferrara
Ruth Ferrara

PLAINTIFF

Dated: 05/27/2022

Yessica Salazar
Yessica Salazar

PLAINTIFF

Dated: 5/31/2022

DocuSigned by:
Daniel Alvarez
Daniel Alvarez 624453d7c728440...

DEFENDANT

Dated: _____

South Coast Winery, Inc.
By:
Title:

DEFENDANT

Dated: _____

Carter Estate Winery and Resort, LLC
By:
Title:

DEFENDANT

Dated: _____

Carter Hospitality Group, LLC
By:
Title:

DEFENDANT

Dated: _____

Jeffrey R. Carter

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SO AGREED AND STIPULATED.

PLAINTIFF

Dated: _____

Ruth Ferrara

PLAINTIFF

Dated: _____

Yessica Salazar

PLAINTIFF

Dated: _____

Daniel Alvarez

DEFENDANT

Dated: 5/30/2022

South Coast Winery, Inc.
By: Jeff Canion
Title: President

DEFENDANT

Dated: 5/30/2022

Carter Estate Winery and Resort, LLC
By: Jeff Canion
Title: Manager

DEFENDANT

Dated: 5/30/2022

Carter Hospitality Group, LLC
By: Jeff Canion
Title: Manager

DEFENDANT

Dated: 5/30/2022

Jeffrey K. Carter

1
2 DATED: May 31, 2022

JUSTICE LAW CORPORATION

3
4 By 

Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
Attorneys for Plaintiffs Ruth Ferrara,
Yessica Salazar, and all other similarly
situated employees

5
6
7
8 DATED: 6/1/2022

BRADLEY/GROMBACHER, LLP

9
10 By 

Marcus J. Bradley
Kiley L. Grombacher
Lirit A. King
Attorneys for Daniel Alvarez, and all other
similarly situated employees

11
12
13
14 DATED: _____

NEWMeyer & DILLION LLP

15
16 By _____

Michael J. Studenka
Thomas H. Reilly
Attorneys for South Coast Winery, Inc.,
Carter Estate Winery and Resort, LLC,
Carter Hospitality Group, LLC, and
Jeffrey R. Carter

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DATED: _____

JUSTICE LAW CORPORATION

By _____
Douglas Han
Shunt Tatavos-Gharajeh
Phillip Song
Attorneys for Plaintiffs Ruth Ferrara,
Yessica Salazar, and all other similarly
situated employees

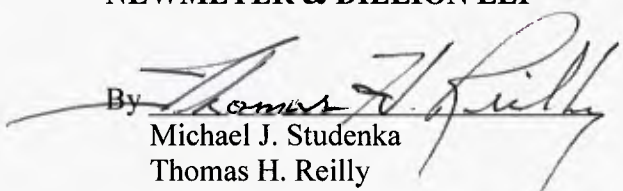
DATED: _____

BRADLEY/GROMBACHER, LLP

By _____
Marcus J. Bradley
Kiley L. Grombacher
Lirit A. King
Attorneys for Daniel Alvarez, and all other
similarly situated employees

DATED: 6/1/2022

NEWMAYER & DILLION LLP

By 
Michael J. Studenka
Thomas H. Reilly
Attorneys for South Coast Winery, Inc.,
Carter Estate Winery and Resort, LLC,
Carter Hospitality Group, LLC, and
Jeffrey R. Carter