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Clerk of the Napa Superior Court
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15 Attorneys for Defendant
16 APPELLATIONS LP DBA ITALICS WINE
GROWERS

17 SUPERIOR COURT OF CALIFORNIA
18 COUNTY OF NAPA
19

20 JEFF WARREN, HILLARY COLE, and
21 KATHERINE VARELA, individually and on
behalf of the general public, and JOHN TRANT,
22 DAVID GUNKLE, and VICTORIA STEWART,
individually,

23 Plaintiff,

24 v.

25 APPELLATIONS, LP dba ITALICS
26 WINEGROWERS, and DOES 1 through 10
inclusive,

27 Defendants.
28

Case No. 21CV001018

**JOINT STIPULATION FOR COURT
APPROVAL OF SETTLEMENT OF
CIVIL ACTION FILED PURSUANT TO
PAGA**

Complaint Filed: July 19, 2021
FAC Filed: September 17, 2021

1 Plaintiffs Jeff Warren (“Warren”), Hillary Cole (“Cole”), David Gunkle (“Gunkle”), Katherine
2 Varela (“Varela”), Victoria Stewart (“Stewart”), John Trant (“Trant”) (collectively the “Plaintiffs”)
3 and Defendant Appellations, LP dba Italics Winegrowers (“Defendant” or “Italics”) (collectively the
4 “Parties”) by and through their respective counsel of record, hereby enter into the following stipulation
5 for Court approval of the settlement of Plaintiffs’ action filed pursuant to the California Private
6 Attorneys General Act, Labor Code section 2698, et seq. (“PAGA”) as follows:

7 WHEREAS, on June 14, 2020, Warren, Varela, and Cole, notified the California Labor and
8 Workforce Development Agency (“LWDA”) and Defendant of alleged violations of the PAGA (the
9 “LWDA Notice”);

10 WHEREAS, on July 19, 2021, Warren, Cole, Varela, Gunkle, and Trant filed a complaint
11 against Defendant in the Superior Court of California, County of Napa, captioned, *Jeff Warren, et al.*
12 *v. Appellations, LP dba Italics Winegrowers*, Case No. 21CV001018 (the “Lawsuit”), alleging
13 individual wage and hour claims;

14 WHEREAS, on September 17, 2021, the Lawsuit was amended to add Stewart as a Plaintiff
15 and to seek civil penalties pursuant to the PAGA for alleged violations of the California Labor Code ;

16 WHEREAS, on June 2, 2022, the Parties participated in a mediation with a neutral third-party
17 mediator, Jeffrey Krivis, and have agreed to resolve this action pursuant to the terms described in this
18 stipulation;

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

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

23 WHEREAS, the Parties stipulate and agree that this action should be dismissed in its entirety
24 and with prejudice as to Plaintiffs’ individual claims; with prejudice as to Plaintiffs’ PAGA claims;
25 and without prejudice as to the PAGA claims of any other current or former allegedly aggrieved
26 person(s);

27 WHEREAS, the Parties’ confidential settlement agreements provide, *inter alia*, that:
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- Plaintiffs will dismiss this entire action in exchange for a confidential settlement payment;
- No PAGA penalties are being paid to the California Labor and Workforce Development Agency (“LWDA”) as part of the Parties’ settlement of this action;
- Plaintiffs’ releases of their individual PAGA claims against Defendant apply only to named-Plaintiffs, and do not apply to other employees of Defendant and do not bar other current or former employees from prosecuting a PAGA representative action against Defendant; and
- The Parties’ settlement agreements do not impact or diminish in any way Plaintiffs’ ability to receive any civil penalties that may be awarded and/or paid to them as a result of any PAGA representative action against Defendant prosecuted by any other employee(s);

WHEREAS, attached hereto as **Exhibits A – F** are the Parties’ settlement agreements resolving this action, with the confidential amounts of the settlement payments redacted;

WHEREAS, the Parties’ settlement agreements are being submitted at the same time to the LWDA;

WHEREAS, the Parties believe this individual settlement is fair, reasonable, and non-collusive given the settlement payment amounts to Plaintiffs to settle their individual claims, the settlement was reached through arm’s length negotiations at a mediation before a neutral third-party mediator, Jeffrey Krivis, and should be given substantial deference by the Court, and the fact that the settlement will not affect any other pending or future claims that may be brought against Defendant by an allegedly aggrieved employee other than Plaintiffs under PAGA;

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

THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and through the Parties’ respective counsel, that this Court should enter an order approving the settlement of Plaintiffs’ PAGA action.

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IT IS SO STIPULATED.

Dated: July 8, 2022

TERP LAW


Rachel Terp
Attorney for Plaintiff
JEFF WARREN, HILLARY COLE,
KATHERINE VARELA, JOHN TRANT,
DAVID GUNKLE, and VICTORIA STEWART

Dated: July 29, 2022

MORGAN, LEWIS & BOCKIUS LLP


Kathryn T. McGuigan
Kayla K. Cox
Attorneys for Defendant
APPELLATIONS, LP dba ITALICS
WINEGROWERS

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (“Agreement”) is made and entered into by and between Jeff Warren (“Warren” or “Plaintiff”) and Appellations, LP dba Italics Winegrowers (“Italics” or “Defendant”) (collectively the “Parties”):

WHEREAS, Warren was formerly employed by Italics.

WHEREAS, on or about June 14, 2020, Warren, Katherine Varela (“Varela”), and Hillary Cole (“Cole”), notified the California Labor and Workforce Development Agency (“LWDA”) and Italics (“LWDA Notice”) of alleged violations of the California Labor Code pursuant to the Private Attorneys General Act, Labor Code section 2698, et seq. (“PAGA”)

WHEREAS, on or about July 19, 2021, Warren, Cole, Varela, David Gunkle (“Gunkle”), and John Trant (“Trant”) filed a Complaint in the Superior Court of the State of California in and for the County of Napa, entitled, “JEFF WARREN, HILLARY COLE, DAVID GUNKLE, KATHERINE VARELA, individually and on behalf of the general public, and JOHN TRANT, individually, v. APPELLATIONS, LP dba ITALICS WINEGROWERS, and DOES 1 through 10 inclusive,” Case No. 21CV001018 (the “Lawsuit”), alleging individual wage and hour claims.

WHEREAS, on or about September 17, 2021, the Lawsuit was amended to add Victoria Stewart (“Stewart”) as a plaintiff, and to seek civil penalties pursuant to PAGA and the LWDA Letter for alleged violations of the California Labor Code. Warren, Varela, Cole, Gunkle, Trant and Stewart shall be referred to collectively as “the plaintiffs.”

WHEREAS, Italics denies all allegations asserted by the plaintiffs in the Lawsuit and denies that it violated any law or legal or equitable obligations to the plaintiffs.

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

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

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

1. Consideration. In exchange for Plaintiff’s execution of and adherence to the terms of this Agreement, and in exchange for the promises, covenants and waivers set forth herein, Italics will pay Plaintiff the total combined sum of REDACTED

REDACTED

(“Settlement Payment”) as follows:

(a) A check in the gross amount of REDACTED less applicable employee payroll taxes and withholdings, made payable to “Jeff Warren,” representing payment for alleged unpaid wages. Italics will issue an IRS Form W-2 to Warren for this payment.

(b) A check in the amount of REDACTED payable to “Jeff Warren,” with no taxes or withholdings, made payable to Plaintiff for alleged penalties and statutory interest. Italics will issue an IRS Form 1099 to Warren with respect to this payment.

(c) The amount of REDACTED with no taxes or withholdings, made payable to Terp Law, representing consideration for Plaintiff’s attorneys’ fees and costs incurred in the Lawsuit. Italics will issue applicable IRS Form 1099s to Plaintiff and Terp Law. This amount for Plaintiff’s attorneys’ fees and costs will be included in one check issued to Terp Law for the collective attorneys’ fees and costs incurred by all the plaintiffs in the Lawsuit.

All checks issued in connection with the Settlement Payment shall be delivered to Plaintiff’s counsel at Terp Law, 2831 Telegraph Avenue, Oakland, California 94609.

Italics will pay the employer’s share of payroll taxes on the portion of the Settlement Payment that represents alleged unpaid wages.

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

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

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

4. Release of Claims. Plaintiff hereby irrevocably and unconditionally waives and releases and forever discharges Italics and all of its owners, parents, divisions, subsidiaries, affiliates, related entities, and their predecessors, successors, and past and present officers, directors, shareholders, employees, agents, partners, attorneys, benefit plans, insurers, and representatives ("Releasees"), from any and all claims, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by California Civil Code Section 1542, that accrued or accrue through the date on which Plaintiff signs this Agreement, including but not limited to any claims for alleged: failure to pay all wages and other compensation, failure to pay minimum wages, failure to pay overtime and double time, failure to pay for all hours worked, failure to timely pay final or other wages, failure to provide meal periods and/or rest breaks, failure to pay premium pay for missed meal periods and/or rest breaks, failure to reimburse and/or indemnify for expenses, failure to pay split shift premiums, failure to pay reporting time pay, unauthorized or unlawful deductions from wages, and/or failure to keep and furnish accurate itemized wage statements, wages, overtime pay, minimum wages, premium pay, penalties, and/or liquidated damages under the FLSA, California's Industrial Welfare Commission Wage Orders, and/or claims under the California Labor Code, including claims for penalties on behalf of Plaintiff under the Private Attorneys General Act, 2698 *et seq.*, claims under any and all city and county living wage ordinances, any waiting time penalties that could have been sought, other penalties, tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, constructive discharge claims, negligent hiring claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering or relating to employment, including but not limited to the California Government Code, including the Fair Employment and Housing Act and the California the California Labor Code, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Equal Pay Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Labor-Management Relations Act, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Employee Retirement Income Security Act of 1974 ("ERISA"), any other state, civil, or statutory laws, including any and all laws against discrimination or retaliation, any other federal, state, or local fair employment or whistle-blower statute, code, or ordinance, common law, contract law, tort, including, but not limited to, fraudulent inducement to enter into this contract, and any and all

claims for attorneys' fees. The only exceptions are claims for unemployment insurance compensation, workers' compensation benefits, vested benefits under a plan governed by ERISA, or other claims that cannot be released by private or court-approved agreement under applicable law.

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

Italics waives any claims against Plaintiff related to the allegation that a former Italics employee attempted to download a list of Italics' customers and contacts from a database Italics used to send emails.

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

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

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that he or his attorneys may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but that he expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on his behalf against Releasees at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Italics, the cessation of that employment, or the subsequent Lawsuit arising out of that employment. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to each Party and that this Agreement would not have been entered into were it not for this representation and commitment.

6. Confidentiality. Except as provided for below, Plaintiff and his counsel represent that they have not, and agree that they will not hereafter without compulsion of legal process, disclose to others, either directly, indirectly or by implication, the fact or terms of this settlement, the amounts referred to in this Agreement (either by specific dollar amount, by number of "figures," or otherwise), or the fact of the payment of said amounts, except that Plaintiff may disclose such information as is necessary to his spouse, and Plaintiff and his counsel may disclose such information as is necessary to their attorneys, accountants, or other professional

advisors to effect the purposes for which they have consulted such attorneys, accountants, or professional advisors, or where disclosure is required by law. Any person or entity to which Plaintiff and his counsel are permitted to and in fact disclose the fact or terms or amounts referred to in this Agreement, other than where a disclosure is required by law, must first agree to be bound by the terms of this confidentiality provision. In the event the agreement to be bound by the terms of this confidentiality provision is not obtained, the disclosure may not be made without breach of this Agreement. In the event that any person or entity to whom Plaintiff and his counsel discloses the fact or terms or amounts referred to in this Agreement breaches their confidentiality obligation, the effect of such disclosure shall be as if the disclosing party had breached their obligations hereunder. If Plaintiff and/or his counsel are asked a question about the status of the dispute, they shall be authorized to state “the dispute has been resolved” or “no comment” and no more, without violating the provisions of this paragraph. In the event that Plaintiff believes he is legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, he shall so notify Michael Martin, mike@italicswinegrowers.com, in writing immediately, and in no event less than ten (10) days prior to the date for disclosure. If it is not possible to do so at least ten (10) days in advance, Plaintiff will notify Kayla Cox at Morgan, Lewis & Bockius LLP, counsel for Italics, at 1-415-442-1197, or Kathryn McGuigan at Morgan Lewis & Bockius LLP, also counsel for Italics, at 1.213.612.7390, within twenty-four (24) hours of receiving notice that Plaintiff is so obligated. If Italics takes any action to challenge such disclosure, Plaintiff shall defer making such disclosure until Italics’ challenge is finally resolved, unless ordered by a Court to give the information notwithstanding Italics’ challenge.

Nothing in this Agreement, including the Confidentiality, Non-disparagement, or Release clauses, restricts or prohibits Plaintiff from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission (“EEOC”), the Department of Labor (“DOL”), the National Labor Relations Board (“NLRB”), the Department of Justice (“DOJ”), the Securities and Exchange Commission (“SEC”), the Congress, and any agency Inspector General (collectively, the “Regulators”), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, Plaintiff is waiving his right to receive any individual monetary relief resulting from such claims, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Italics will be entitled to an offset for any payments made pursuant to this Agreement, except where such limitations are prohibited as a matter of law (e.g., under the Sarbanes-Oxley Act of 2002, 18 U.S.C.A. §§ 1514A). Plaintiff does not need the prior authorization of Italics to engage in such communications with the Regulators, respond to such inquiries from the Regulators, provide confidential information or documents to the Regulators, or make any such reports or disclosures to the Regulators. Plaintiff is not required to notify Italics that he has engaged in such communications with the Regulators.

7. **Non-Disparagement.** Plaintiff agrees not to publicly disparage Italics and any known Releasees or issue any communication, written or otherwise, that encourages any adverse action against Italics and any known Releasees, except if testifying truthfully under oath pursuant to lawful court order or subpoena or otherwise responding to and/or providing disclosures

required by law. Italics agrees that any post-employment inquiries regarding Plaintiff's employment with Italics should be directed to Michael Martin, mike@italicswinegrowers.com, who will only confirm Plaintiff's dates of employment and final position held.

Italics agrees it will instruct and advise Michael Martin not to publicly disparage Plaintiff or issue any communication, written or otherwise, that encourages any adverse action against Plaintiff, except if testifying truthfully under oath pursuant to lawful court order or subpoena or otherwise responding to and/or providing disclosures required by law.

8. Breach of Confidentiality and/or Non-Disparagement Provisions. Plaintiff and his attorneys acknowledge and agree that it would be extremely difficult to ascertain the actual damages resulting from a breach of the confidentiality provision and/or from a breach of the non-disparagement provision. Accordingly, Plaintiff agrees that he shall be liable to Italics for liquidated damages in the sum of REDACTED for each breach of the confidentiality provision and in the sum of REDACTED for each breach of the non-disparagement provision.

9. No Publicity. The Parties and their counsel agree not to provide, publish, or disseminate any information about Plaintiff's allegations in the Lawsuit or this Agreement or the Parties' settlement to or via, (1) press releases, postings on websites maintained by the Parties of their counsel or other third parties, or social media comments or postings or publications, (2) attorney message boards, the California Employment Lawyers Association, or the Consumer Attorneys of California, or other similar organizations; (3) the media or press, including but not limited to Law 360, the Daily Journal, the Recorder and Jury Verdicts Weekly (including in response to any inquiries or requests for comment from the press/media), or any similar publications. If either Party or their counsel receives a media or press inquiry about the status of the dispute, they shall be authorized to state "the dispute has been resolved" or "no comment" and no more, without violating the provisions of this paragraph.

10. Resolution of Disputed Wages. Plaintiff acknowledges that he previously has been paid any and all wages that were concededly due and owing by Italics, that no other amounts are concededly due to Plaintiff. Plaintiff acknowledges that the settlement money he is receiving pursuant to this Agreement is, in part, to resolve and settle a good faith and *bona fide* dispute between the Parties as to whether any additional wages are due to him. Plaintiff acknowledges that Section 206.5 of the California Labor Code is neither implicated nor violated by this Agreement. Plaintiff agrees that by signing this Agreement, he is waiving and releasing any and all claims he might have against Italics, including his claims to any and all disputed wages and associated penalties.

11. Acknowledgements.

(i) Plaintiff represents and warrants that Italics and its benefits plans owe him no wages, bonuses, sick pay, personal leave pay, severance pay, vacation pay, unreimbursed business expenses, or any other compensation, reimbursement for medical or health care expenses, leave, benefits, stock, units, warrants, options, profit interests, payments or forms of remuneration of any kind or nature, other than that provided for in this Agreement and in exchange for him entering into and abiding by the terms of this Agreement.

(ii) Plaintiff acknowledges that he has been paid and/or has received all leave (paid and unpaid), compensation, wages, vacation pay, bonuses, commissions, and/or benefits to which Italics concedes are due to Plaintiff from Italics or any Releasee through the date Italics executes this Agreement, including for all hours of work (including any overtime hours worked), and that no other leave (paid or unpaid), compensation, wages, vacation pay, bonuses, commissions, and/or benefits are concededly due to him from Italics or any Releasee.

(iii) Plaintiff acknowledges that the payments provided for in this Agreement shall fully resolve all claims he may have against Italics and the Releasees, known and unknown.

(iv) Plaintiff acknowledges that he has not made any claims or allegations related to sexual harassment or sexual abuse and none of the payments set forth herein are related to sexual harassment or sexual abuse.

12. Trade Secrets and Confidential Information/Company Property. Plaintiff reaffirms and agrees to observe and abide by the terms of any confidentiality agreement signed by Plaintiff, specifically including any provisions therein regarding nondisclosure of the Italics' trade secrets and confidential and proprietary information, and non-solicitation of Italics' customers. Plaintiff agrees not to use any of Italics' trade secrets or confidential information to directly or indirectly solicit the customers of Italics, and agrees not to interrupt, disturb, or interfere with Italics' relationships with its customers.

13. Return of Company Property. Plaintiff hereby represents and warrants to Italics that he has returned or will immediately return to Italics any and all property or data of Italics of any type whatsoever that may have been in his possession or control, including all copies of customer lists, keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, tablets, cellular phones, USB and other storage devices, and badges), and any other Company-owned property in his possession or control and have left intact all electronic Company documents, including, but not limited to, those that he developed or helped to develop during his contractual relationship with Italics. Plaintiff's signature below constitutes his certification that he has returned all documents and other items provided to him by Italics, developed or obtained by Plaintiff in connection with his contractual relationship with Italics, or otherwise belonging to Italics.

14. No Other Claims. Plaintiff represents that he has no other pending complaints, charges, lawsuits or claims for benefits against Italics, or its present, former or future directors, officers, shareholders, agents, employees, representatives, consultants, attorneys, successors, and assigns, with any governmental agency or any court. Plaintiff represents that if any agency or court assumes jurisdiction of any complaint, charge, or lawsuit against any of these persons or certifies a class seeking relief on his behalf for any claims released by this Agreement, Plaintiff will request such agency or court to withdraw from the matter or will opt out of any certified class action and/or will not join any collective action, and, in any case agrees not to take any personal legal or equitable relief from any such complaint, charge, or lawsuit. Nothing in this Agreement shall be construed to limit Plaintiff from filing a lawsuit for the sole purpose of enforcing his rights under this Agreement or from complying with a subpoena or court order in another action.

15. Reports to Government Entities. Nothing in this Agreement, including the Release, Confidentiality, and Non-Disparagement provisions, restricts or prohibits Plaintiff from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, Plaintiff is waiving his right to receive any individual monetary relief from Italics or any other Releasee resulting from such claims or conduct, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Italics and Releasees will be entitled to an offset for the payments made pursuant to this Agreement. This Agreement does not limit Plaintiff's right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. Plaintiff does not need the prior authorization of Italics to engage in conduct protected by this paragraph, and Plaintiff does not need to notify Italics that Plaintiff has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

16. Right to Revoke.

Plaintiff understands and agrees that he:

- (a) Has a full twenty-one (21) days after receipt of this Agreement within which to review and consider the Agreement;
- (b) Is advised to consult with an attorney which he may freely choose prior to executing this Agreement;
- (c) Has carefully read and fully understands the provisions of this Agreement;
- (d) Is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims he has or may come to have against the Releasees, including under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act;
- (e) Is knowingly and voluntarily agreeing to all the terms set forth in this Agreement;
- (f) Has seven (7) days after the execution of this Agreement within which he may revoke this Agreement. In order to revoke this Agreement, Plaintiff

or his counsel must deliver to Kayla Cox at Morgan, Lewis & Bockius LLP, counsel for Italics, at kayla.cox@morganlewis.com, or Kathryn McGuigan at Morgan, Lewis & Bockius LLP, counsel for Italics, at kathryn.mcguigan@morganlewis.com, a written communication stating that Plaintiff is revoking this Agreement no later than seven (7) days after he executes the Agreement;

- (g) That, because of this revocation period, this Agreement shall not become effective or enforceable until at least the eighth (8th) day following the date Plaintiff executes this Agreement. This Agreement shall only become effective on the date by which both the revocation period has expired and the Court has entered the Order approving the settlement and dismissing the Lawsuit pursuant to the terms described in this Agreement (the “Effective Date”);
- (h) Is not waiving any rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.) that may arise after the date this Agreement is executed; and
- (i) Is, by reason of this Agreement and the release of claims herein, receiving from Italics good and sufficient consideration in addition to anything of value to which he is already entitled.

17. Jurisdiction; Governing Law. This Agreement is entered into and shall be performed in the County of Napa, State of California. Each party consents to the jurisdiction of California in connection with the enforcement of this Agreement. The construction and interpretation of this Agreement shall be governed by the laws of California applicable to contracts made and wholly to be performed in California.

18. Enforcement. It is the intent of the parties, pursuant to Evidence Code sections 1122(a)(1) and 1123(b) and Code of Civil Procedure section 664.6, that all of the terms of this agreement may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law.

19. Successors and Assigns. It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties’ representatives, heirs, executors, administrators, successors, and assigns.

20. Drafting. The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each party to this Agreement participated equally in the preparation and drafting of this Agreement.

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

22. Negotiation and Advice of Counsel. The parties acknowledge that they have had a full opportunity both to negotiate the terms of this Agreement and to obtain legal advice from an attorney of their own choosing regarding the terms of this Agreement, the parties’ rights and

obligations hereunder, and the advisability of entering into this Agreement. The parties represent that they knowingly decided to execute this Agreement based on advice of counsel. This Agreement shall be deemed to have been prepared jointly by the parties, and the rule that the provisions of a document are to be construed against the drafter shall not apply.

23. **Headings.** The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

24. **Integration.** This Agreement cancels, supersedes and replaces all prior agreements (written, oral or implied-in-fact or in-law) between Plaintiff and Italics regarding the subjects covered by this Agreement. This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties regarding all of the subjects covered by this Agreement. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

25. **Severability.** If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

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

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

28. **Authority to Sign; No Prior Assignment of Claims.** Each party represents and warrants that, as of the date of the execution of this Agreement, she, he or it has the right and authority to execute this Agreement, and she, he or it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each party further represents and warrants that she, he or it has had the opportunity to consult and has consulted legal counsel in connection with the negotiation and execution of this Agreement. Each of the Parties and her, his or its signatory represents that the signatory is either a party or a business representative or assignee of, and is fully authorized to execute this Agreement on behalf of, the party for whom he or she signs.

SIGNATURE PAGE FOLLOWS

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

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

JEFF WARREN:

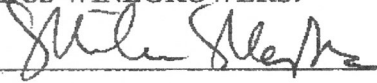
Dated: Jul 8, 2022


Jeff Warren (Jul 8, 2022 07:49 PDT)

JEFF WARREN

FOR APPELLATIONS, LP dba ITALICS WINEGROWERS:

Dated: 7/28/2022



Its: Managing Partner

Approved as to Form:

COUNSEL FOR JEFF WARREN

TERP LAW

Dated: 7/28/2022

By: 
Rachel Terp
COUNSEL FOR JEFF WARREN

MORGAN, LEWIS & BOCKIUS LLP

Dated: July 29, 2022

By: 
Kathryn T. McGuigan
Kayla K. Cox

Attorneys for APPELLATIONS, LP dba ITALICS
WINEGROWERS

EXHIBIT B

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (“Agreement”) is made and entered into by and between Katherine Varela (“Varela” or “Plaintiff”) and Appellations, LP dba Italics Winegrowers (“Italics” or “Defendant”) (collectively the “Parties”):

WHEREAS, Varela was formerly employed by Italics.

WHEREAS, on or about June 14, 2020, Jeff Warren (“Warren”), Varela, and Hillary Cole (“Cole”), notified the California Labor and Workforce Development Agency (“LWDA”) and Italics (“LWDA Notice”) of alleged violations of the California Labor Code pursuant to the Private Attorneys General Act, Labor Code section 2698, et seq. (“PAGA”)

WHEREAS, on or about July 19, 2021, Warren, Cole, Varela, David Gunkle (“Gunkle”), and John Trant (“Trant”) filed a Complaint in the Superior Court of the State of California in and for the County of Napa, entitled, “JEFF WARREN, HILLARY COLE, DAVID GUNKLE, KATHERINE VARELA, individually and on behalf of the general public, and JOHN TRANT, individually, v. APPELLATIONS, LP dba ITALICS WINEGROWERS, and DOES 1 through 10 inclusive,” Case No. 21CV001018 (the “Lawsuit”), alleging individual wage and hour claims.

WHEREAS, on or about September 17, 2021, the Lawsuit was amended to add Victoria Stewart (“Stewart”) as a plaintiff, and to seek civil penalties pursuant to PAGA and the LWDA Letter for alleged violations of the California Labor Code. Warren, Varela, Cole, Gunkle, Trant and Stewart shall be referred to collectively as “the plaintiffs.”

WHEREAS, Italics denies all allegations asserted by the plaintiffs in the Lawsuit and denies that it violated any law or legal or equitable obligations to the plaintiffs.

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

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

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

1. Consideration. In exchange for Plaintiff’s execution of and adherence to the terms of this Agreement, and in exchange for the promises, covenants and waivers set forth herein, Italics will pay Plaintiff the total combined sum of REDACTED
REDACTED (“Settlement Payment”) as follows:

(a) A check in the gross amount of REDACTED less applicable employee payroll taxes and withholdings, made payable to "Katherine Varela," representing payment for alleged unpaid wages. Italics will issue an IRS Form W-2 to Varela for this payment.

(b) A check in the amount of REDACTED payable to "Katherine Varela," with no taxes or withholdings, made payable to Plaintiff for alleged penalties and statutory interest. Italics will issue an IRS Form 1099 to Varela with respect to this payment.

(c) The amount of REDACTED with no taxes or withholdings, made payable to Terp Law, representing consideration for Plaintiff's attorneys' fees and costs incurred in the Lawsuit. Italics will issue applicable IRS Form 1099s to Plaintiff and Terp Law. This amount for Plaintiff's attorneys' fees and costs will be included in one check issued to Terp Law for the collective attorneys' fees and costs incurred by all the plaintiffs in the Lawsuit.

All checks issued in connection with the Settlement Payment shall be delivered to Plaintiff's counsel at Terp Law, 2831 Telegraph Avenue, Oakland, California 94609.

Italics will pay the employer's share of payroll taxes on the portion of the Settlement Payment that represents alleged unpaid wages.

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

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

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

4. **Release of Claims.** Plaintiff hereby irrevocably and unconditionally waives and releases and forever discharges Italics and all of its owners, parents, divisions, subsidiaries, affiliates, related entities, and their predecessors, successors, and past and present officers, directors, shareholders, employees, agents, partners, attorneys, benefit plans, insurers, and representatives ("Releasees"), from any and all claims, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by California Civil Code Section 1542, that accrued or accrue through the date on which Plaintiff signs this Agreement, including but not limited to any claims for alleged: failure to pay all wages and other compensation, failure to pay minimum wages, failure to pay overtime and double time, failure to pay for all hours worked, failure to timely pay final or other wages, failure to provide meal periods and/or rest breaks, failure to pay premium pay for missed meal periods and/or rest breaks, failure to reimburse and/or indemnify for expenses, failure to pay split shift premiums, failure to pay reporting time pay, unauthorized or unlawful deductions from wages, and/or failure to keep and furnish accurate itemized wage statements, wages, overtime pay, minimum wages, premium pay, penalties, and/or liquidated damages under the FLSA, California's Industrial Welfare Commission Wage Orders, and/or claims under the California Labor Code, including claims for penalties on behalf of Plaintiff under the Private Attorneys General Act, 2698 *et seq.*, claims under any and all city and county living wage ordinances, any waiting time penalties that could have been sought, other penalties, tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, constructive discharge claims, negligent hiring claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering or relating to employment, including but not limited to the California Government Code, including the Fair Employment and Housing Act and the California the California Labor Code, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Equal Pay Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Labor-Management Relations Act, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Employee Retirement Income Security Act of 1974 ("ERISA"), any other state, civil, or statutory laws, including any and all laws against discrimination or retaliation, any other federal, state, or local fair employment or whistle-blower statute, code, or ordinance, common law, contract law, tort, including, but not limited to, fraudulent inducement to enter into this contract, and any and all

claims for attorneys' fees. The only exceptions are claims for unemployment insurance compensation, workers' compensation benefits, vested benefits under a plan governed by ERISA, or other claims that cannot be released by private or court-approved agreement under applicable law.

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

Italics waives any claims against Plaintiff related to the allegation that a former Italics employee attempted to download a list of Italics' customers and contacts from a database Italics used to send emails.

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

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

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that she or her attorneys may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but that she expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her behalf against Releasees at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Italics, the cessation of that employment, or the subsequent Lawsuit arising out of that employment. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to each Party and that this Agreement would not have been entered into were it not for this representation and commitment.

6. Confidentiality. Except as provided for below, Plaintiff and her counsel represent that they have not, and agree that they will not hereafter without compulsion of legal process, disclose to others, either directly, indirectly or by implication, the fact or terms of this settlement, the amounts referred to in this Agreement (either by specific dollar amount, by number of "figures," or otherwise), or the fact of the payment of said amounts, except that Plaintiff may disclose such information as is necessary to her spouse, and Plaintiff and her counsel may disclose such information as is necessary to their attorneys, accountants, or other professional

advisors to effect the purposes for which they have consulted such attorneys, accountants, or professional advisors, or where disclosure is required by law. Any person or entity to which Plaintiff and her counsel are permitted to and in fact disclose the fact or terms or amounts referred to in this Agreement, other than where a disclosure is required by law, must first agree to be bound by the terms of this confidentiality provision. In the event the agreement to be bound by the terms of this confidentiality provision is not obtained, the disclosure may not be made without breach of this Agreement. In the event that any person or entity to whom Plaintiff and her counsel discloses the fact or terms or amounts referred to in this Agreement breaches their confidentiality obligation, the effect of such disclosure shall be as if the disclosing party had breached their obligations hereunder. If Plaintiff and/or her counsel are asked a question about the status of the dispute, they shall be authorized to state “the dispute has been resolved” or “no comment” and no more, without violating the provisions of this paragraph. In the event that Plaintiff believes she is legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, she shall so notify Michael Martin, mike@italicswinegrowers.com, in writing immediately, and in no event less than ten (10) days prior to the date for disclosure. If it is not possible to do so at least ten (10) days in advance, Plaintiff will notify Kayla Cox at Morgan, Lewis & Bockius LLP, counsel for Italics, at 1-415-442-1197, or Kathryn McGuigan at Morgan Lewis & Bockius LLP, also counsel for Italics, at 1.213.612.7390, within twenty-four (24) hours of receiving notice that Plaintiff is so obligated. If Italics takes any action to challenge such disclosure, Plaintiff shall defer making such disclosure until Italics’ challenge is finally resolved, unless ordered by a Court to give the information notwithstanding Italics’ challenge.

Nothing in this Agreement, including the Confidentiality, Non-disparagement, or Release clauses, restricts or prohibits Plaintiff from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission (“EEOC”), the Department of Labor (“DOL”), the National Labor Relations Board (“NLRB”), the Department of Justice (“DOJ”), the Securities and Exchange Commission (“SEC”), the Congress, and any agency Inspector General (collectively, the “Regulators”), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, Plaintiff is waiving her right to receive any individual monetary relief resulting from such claims, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Italics will be entitled to an offset for any payments made pursuant to this Agreement, except where such limitations are prohibited as a matter of law (e.g., under the Sarbanes-Oxley Act of 2002, 18 U.S.C.A. §§ 1514A). Plaintiff does not need the prior authorization of Italics to engage in such communications with the Regulators, respond to such inquiries from the Regulators, provide confidential information or documents to the Regulators, or make any such reports or disclosures to the Regulators. Plaintiff is not required to notify Italics that he has engaged in such communications with the Regulators.

7. **Non-Disparagement.** Plaintiff agrees not to publicly disparage Italics and any known Releasees or issue any communication, written or otherwise, that encourages any adverse action against Italics and any known Releasees, except if testifying truthfully under oath pursuant to lawful court order or subpoena or otherwise responding to and/or providing disclosures

required by law. Italics agrees that any post-employment inquiries regarding Plaintiff's employment with Italics should be directed to Michael Martin, mike@italicswinegrowers.com, who will only confirm Plaintiff's dates of employment and final position held.

Italics agrees it will instruct and advise Michael Martin not to publicly disparage Plaintiff or issue any communication, written or otherwise, that encourages any adverse action against Plaintiff, except if testifying truthfully under oath pursuant to lawful court order or subpoena or otherwise responding to and/or providing disclosures required by law.

8. Breach of Confidentiality and/or Non-Disparagement Provisions. Plaintiff and her attorneys acknowledge and agree that it would be extremely difficult to ascertain the actual damages resulting from a breach of the confidentiality provision and/or from a breach of the non-disparagement provision. Accordingly, Plaintiff agrees that she shall be liable to Italics for liquidated damages in the sum of REDACTED for each breach of the confidentiality provision and in the sum of REDACTED for each breach of the non-disparagement provision.

9. No Publicity. The Parties and their counsel agree not to provide, publish, or disseminate any information about Plaintiff's allegations in the Lawsuit or this Agreement or the Parties' settlement to or via, (1) press releases, postings on websites maintained by the Parties of their counsel or other third parties, or social media comments or postings or publications, (2) attorney message boards, the California Employment Lawyers Association, or the Consumer Attorneys of California, or other similar organizations; (3) the media or press, including but not limited to Law 360, the Daily Journal, the Recorder and Jury Verdicts Weekly (including in response to any inquiries or requests for comment from the press/media), or any similar publications. If either Party or their counsel receives a media or press inquiry about the status of the dispute, they shall be authorized to state "the dispute has been resolved" or "no comment" and no more, without violating the provisions of this paragraph.

10. Resolution of Disputed Wages. Plaintiff acknowledges that she previously has been paid any and all wages that were concededly due and owing by Italics, that no other amounts are concededly due to Plaintiff. Plaintiff acknowledges that the settlement money she is receiving pursuant to this Agreement is, in part, to resolve and settle a good faith and *bona fide* dispute between the Parties as to whether any additional wages are due to her. Plaintiff acknowledges that Section 206.5 of the California Labor Code is neither implicated nor violated by this Agreement. Plaintiff agrees that by signing this Agreement, she is waiving and releasing any and all claims he might have against Italics, including her claims to any and all disputed wages and associated penalties.

11. Acknowledgements.

(i) Plaintiff represents and warrants that Italics and its benefits plans owe her no wages, bonuses, sick pay, personal leave pay, severance pay, vacation pay, unreimbursed business expenses, or any other compensation, reimbursement for medical or health care expenses, leave, benefits, stock, units, warrants, options, profit interests, payments or forms of remuneration of any kind or nature, other than that provided for in this Agreement and in exchange for her entering into and abiding by the terms of this Agreement.

(ii) Plaintiff acknowledges that she has been paid and/or has received all leave (paid and unpaid), compensation, wages, vacation pay, bonuses, commissions, and/or benefits to which Italics concedes are due to Plaintiff from Italics or any Releasee through the date Italics executes this Agreement, including for all hours of work (including any overtime hours worked), and that no other leave (paid or unpaid), compensation, wages, vacation pay, bonuses, commissions, and/or benefits are concededly due to him from Italics or any Releasee.

(iii) Plaintiff acknowledges that the payments provided for in this Agreement shall fully resolve all claims he may have against Italics and the Releasees, known and unknown.

(iv) Plaintiff acknowledges that she has not made any claims or allegations related to sexual harassment or sexual abuse and none of the payments set forth herein are related to sexual harassment or sexual abuse.

12. Trade Secrets and Confidential Information/Company Property. Plaintiff reaffirms and agrees to observe and abide by the terms of any confidentiality agreement signed by Plaintiff, specifically including any provisions therein regarding nondisclosure of the Italics' trade secrets and confidential and proprietary information, and non-solicitation of Italics' customers. Plaintiff agrees not to use any of Italics' trade secrets or confidential information to directly or indirectly solicit the customers of Italics, and agrees not to interrupt, disturb, or interfere with Italics' relationships with its customers.

13. Return of Company Property. Plaintiff hereby represents and warrants to Italics that she has returned or will immediately return to Italics any and all property or data of Italics of any type whatsoever that may have been in his possession or control, including all copies of customer lists, keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, tablets, cellular phones, USB and other storage devices, and badges), and any other Company-owned property in her possession or control and have left intact all electronic Company documents, including, but not limited to, those that he developed or helped to develop during his contractual relationship with Italics. Plaintiff's signature below constitutes her certification that she has returned all documents and other items provided to her by Italics, developed or obtained by Plaintiff in connection with his contractual relationship with Italics, or otherwise belonging to Italics.

14. No Other Claims. Plaintiff represents that she has no other pending complaints, charges, lawsuits or claims for benefits against Italics, or its present, former or future directors, officers, shareholders, agents, employees, representatives, consultants, attorneys, successors, and assigns, with any governmental agency or any court. Plaintiff represents that if any agency or court assumes jurisdiction of any complaint, charge, or lawsuit against any of these persons or certifies a class seeking relief on her behalf for any claims released by this Agreement, Plaintiff will request such agency or court to withdraw from the matter or will opt out of any certified class action and/or will not join any collective action, and, in any case agrees not to take any personal legal or equitable relief from any such complaint, charge, or lawsuit. Nothing in this Agreement shall be construed to limit Plaintiff from filing a lawsuit for the sole purpose of enforcing her rights under this Agreement or from complying with a subpoena or court order in another action.

15. Reports to Government Entities. Nothing in this Agreement, including the Release, Confidentiality, and Non-Disparagement provisions, restricts or prohibits Plaintiff from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, Plaintiff is waiving her right to receive any individual monetary relief from Italics or any other Releasee resulting from such claims or conduct, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Italics and Releasees will be entitled to an offset for the payments made pursuant to this Agreement. This Agreement does not limit Plaintiff's right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. Plaintiff does not need the prior authorization of Italics to engage in conduct protected by this paragraph, and Plaintiff does not need to notify Italics that Plaintiff has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

16. Right to Revoke.

Plaintiff understands and agrees that she:

- (a) Has a full twenty-one (21) days after receipt of this Agreement within which to review and consider the Agreement;
- (b) Is advised to consult with an attorney which she may freely choose prior to executing this Agreement;
- (c) Has carefully read and fully understands the provisions of this Agreement;
- (d) Is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims he has or may come to have against the Releasees, including under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act;
- (e) Is knowingly and voluntarily agreeing to all the terms set forth in this Agreement;
- (f) Has seven (7) days after the execution of this Agreement within which she may revoke this Agreement. In order to revoke this Agreement, Plaintiff

or her counsel must deliver to Kayla Cox at Morgan, Lewis & Bockius LLP, counsel for Italics, at kayla.cox@morganlewis.com, or Kathryn McGuigan at Morgan, Lewis & Bockius LLP, counsel for Italics, at kathryn.mcguigan@morganlewis.com, a written communication stating that Plaintiff is revoking this Agreement no later than seven (7) days after she executes the Agreement;

- (g) That, because of this revocation period, this Agreement shall not become effective or enforceable until at least the eighth (8th) day following the date Plaintiff executes this Agreement. This Agreement shall only become effective on the date by which both the revocation period has expired and the Court has entered the Order approving the settlement and dismissing the Lawsuit pursuant to the terms described in this Agreement (the “Effective Date”);
- (h) Is not waiving any rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.) that may arise after the date this Agreement is executed; and
- (i) Is, by reason of this Agreement and the release of claims herein, receiving from Italics good and sufficient consideration in addition to anything of value to which he is already entitled.

17. Jurisdiction; Governing Law. This Agreement is entered into and shall be performed in the County of Napa, State of California. Each party consents to the jurisdiction of California in connection with the enforcement of this Agreement. The construction and interpretation of this Agreement shall be governed by the laws of California applicable to contracts made and wholly to be performed in California.

18. Enforcement. It is the intent of the parties, pursuant to Evidence Code sections 1122(a)(1) and 1123(b) and Code of Civil Procedure section 664.6, that all of the terms of this agreement may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law.

19. Successors and Assigns. It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties’ representatives, heirs, executors, administrators, successors, and assigns.

20. Drafting. The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each party to this Agreement participated equally in the preparation and drafting of this Agreement.

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

22. Negotiation and Advice of Counsel. The parties acknowledge that they have had a full opportunity both to negotiate the terms of this Agreement and to obtain legal advice from an attorney of their own choosing regarding the terms of this Agreement, the parties’ rights and

obligations hereunder, and the advisability of entering into this Agreement. The parties represent that they knowingly decided to execute this Agreement based on advice of counsel. This Agreement shall be deemed to have been prepared jointly by the parties, and the rule that the provisions of a document are to be construed against the drafter shall not apply.

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24. **Integration.** This Agreement cancels, supersedes and replaces all prior agreements (written, oral or implied-in-fact or in-law) between Plaintiff and Italics regarding the subjects covered by this Agreement. This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties regarding all of the subjects covered by this Agreement. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

25. **Severability.** If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

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28. **Authority to Sign; No Prior Assignment of Claims.** Each party represents and warrants that, as of the date of the execution of this Agreement, she, he or it has the right and authority to execute this Agreement, and she, he or it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each party further represents and warrants that she, he or it has had the opportunity to consult and has consulted legal counsel in connection with the negotiation and execution of this Agreement. Each of the Parties and her, his or its signatory represents that the signatory is either a party or a business representative or assignee of, and is fully authorized to execute this Agreement on behalf of, the party for whom he or she signs.

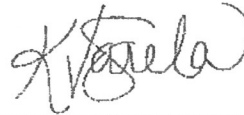
SIGNATURE PAGE FOLLOWS

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

KATHERINE VARELA:

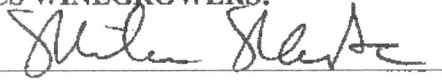
Dated: 7/7/2022



KATHERINE VARELA

FOR APPELLATIONS, LP dba ITALICS WINEGROWERS:

Dated: 7/28/2022



Its: Managing Partner

Approved as to Form:

COUNSEL FOR KATHERINE VARELA

TERP LAW

Dated: 7/28/2022

By: 
Rachel Terp
COUNSEL FOR KATHERINE VARELA

MORGAN, LEWIS & BOCKIUS LLP

Dated: July 29, 2022

By: 
Kathryn T. McGuigan
Kayla K. Cox

Attorneys for APPELLATIONS, LP dba ITALICS
WINEGROWERS

EXHIBIT C

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (“Agreement”) is made and entered into by and between Hillary Cole (“Cole” or “Plaintiff”) and Appellations, LP dba Italics Winegrowers (“Italics” or “Defendant”) (collectively the “Parties”):

WHEREAS, Cole was formerly employed by Italics.

WHEREAS, on or about June 14, 2020, Jeff Warren (“Warren”), Katherine Varela (“Varela”), and Cole, notified the California Labor and Workforce Development Agency (“LWDA”) and Italics (“LWDA Notice”) of alleged violations of the California Labor Code pursuant to the Private Attorneys General Act, Labor Code section 2698, et seq. (“PAGA”).

WHEREAS, on or about July 19, 2021, Warren, Cole, Varela, David Gunkle (“Gunkle”), and John Trant (“Trant”) filed a Complaint in the Superior Court of the State of California in and for the County of Napa, entitled, “JEFF WARREN, HILLARY COLE, DAVID GUNKLE, KATHERINE VARELA, individually and on behalf of the general public, and JOHN TRANT, individually, v. APPELLATIONS, LP dba ITALICS WINEGROWERS, and DOES 1 through 10 inclusive,” Case No. 21CV001018 (the “Lawsuit”), alleging individual wage and hour claims.

WHEREAS, on or about September 17, 2021, the Lawsuit was amended to add Victoria Stewart (“Stewart”) as a plaintiff, and to seek civil penalties pursuant to PAGA and the LWDA Letter for alleged violations of the California Labor Code. Warren, Varela, Cole, Gunkle, Trant and Stewart shall be referred to collectively as “the plaintiffs.”

WHEREAS, Italics denies all allegations asserted by the plaintiffs in the Lawsuit and denies that it violated any law or legal or equitable obligations to the plaintiffs.

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

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

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

1. Consideration. In exchange for Plaintiff’s execution of and adherence to the terms of this Agreement, and in exchange for the promises, covenants and waivers set forth herein, Italics will pay Plaintiff the total combined sum of REDACTED (“Settlement Payment”) as follows:

(a) A check in the gross amount of REDACTED less applicable employee payroll taxes and withholdings, made payable to “Hillary Cole,” representing payment for alleged unpaid wages. Italics will issue an IRS Form W-2 to Cole for this payment.

(b) A check in the amount of REDACTED payable to “Hillary Cole,” with no taxes or withholdings, made payable to Plaintiff for alleged penalties and statutory interest. Italics will issue an IRS Form 1099 to Cole with respect to this payment.

(c) The amount of REDACTED with no taxes or withholdings, made payable to Terp Law, representing consideration for Plaintiff’s attorneys’ fees and costs incurred in the Lawsuit. Italics will issue applicable IRS Form 1099s to Plaintiff and Terp Law. This amount for Plaintiff’s attorneys’ fees and costs will be included in one check issued to Terp Law for the collective attorneys’ fees and costs incurred by all the plaintiffs in the Lawsuit.

All checks issued in connection with the Settlement Payment shall be delivered to Plaintiff’s counsel at Terp Law, 2831 Telegraph Avenue, Oakland, California 94609.

Italics will pay the employer’s share of payroll taxes on the portion of the Settlement Payment that represents alleged unpaid wages.

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

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

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

4. **Release of Claims.** Plaintiff hereby irrevocably and unconditionally waives and releases and forever discharges Italics and all of its owners, parents, divisions, subsidiaries, affiliates, related entities, and their predecessors, successors, and past and present officers, directors, shareholders, employees, agents, partners, attorneys, benefit plans, insurers, and representatives ("Releasees"), from any and all claims, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by California Civil Code Section 1542, that accrued or accrue through the date on which Plaintiff signs this Agreement, including but not limited to any claims for alleged: failure to pay all wages and other compensation, failure to pay minimum wages, failure to pay overtime and double time, failure to pay for all hours worked, failure to timely pay final or other wages, failure to provide meal periods and/or rest breaks, failure to pay premium pay for missed meal periods and/or rest breaks, failure to reimburse and/or indemnify for expenses, failure to pay split shift premiums, failure to pay reporting time pay, unauthorized or unlawful deductions from wages, and/or failure to keep and furnish accurate itemized wage statements, wages, overtime pay, minimum wages, premium pay, penalties, and/or liquidated damages under the FLSA, California's Industrial Welfare Commission Wage Orders, and/or claims under the California Labor Code, including claims for penalties on behalf of Plaintiff under the Private Attorneys General Act, 2698 *et seq.*, claims under any and all city and county living wage ordinances, any waiting time penalties that could have been sought, other penalties, tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, constructive discharge claims, negligent hiring claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering or relating to employment, including but not limited to the California Government Code, including the Fair Employment and Housing Act and the California the California Labor Code, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Equal Pay Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Labor-Management Relations Act, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Employee Retirement Income Security Act of 1974 ("ERISA"), any other state, civil, or statutory laws, including any and all laws against discrimination or retaliation, any other federal, state, or local fair employment or whistle-blower statute, code, or ordinance, common law, contract law, tort, including, but not limited to, fraudulent inducement to enter into this contract, and any and all

claims for attorneys' fees. The only exceptions are claims for unemployment insurance compensation, workers' compensation benefits, vested benefits under a plan governed by ERISA, or other claims that cannot be released by private or court-approved agreement under applicable law.

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

Italics waives any claims against Plaintiff related to the allegation that a former Italics employee attempted to download a list of Italics' customers and contacts from a database Italics used to send emails.

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

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

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that she or her attorneys may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but that she expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her behalf against Releasees at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Italics, the cessation of that employment, or the subsequent Lawsuit arising out of that employment. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to each Party and that this Agreement would not have been entered into were it not for this representation and commitment.

6. Confidentiality. Except as provided for below, Plaintiff and her counsel represent that they have not, and agree that they will not hereafter without compulsion of legal process, disclose to others, either directly, indirectly or by implication, the fact or terms of this settlement, the amounts referred to in this Agreement (either by specific dollar amount, by number of "figures," or otherwise), or the fact of the payment of said amounts, except that Plaintiff may disclose such information as is necessary to her spouse, and Plaintiff and her counsel may disclose such information as is necessary to their attorneys, accountants, or other professional

advisors to effect the purposes for which they have consulted such attorneys, accountants, or professional advisors, or where disclosure is required by law. Any person or entity to which Plaintiff and her counsel are permitted to and in fact disclose the fact or terms or amounts referred to in this Agreement, other than where a disclosure is required by law, must first agree to be bound by the terms of this confidentiality provision. In the event the agreement to be bound by the terms of this confidentiality provision is not obtained, the disclosure may not be made without breach of this Agreement. In the event that any person or entity to whom Plaintiff and her counsel discloses the fact or terms or amounts referred to in this Agreement breaches their confidentiality obligation, the effect of such disclosure shall be as if the disclosing party had breached their obligations hereunder. If Plaintiff and/or her counsel are asked a question about the status of the dispute, they shall be authorized to state “the dispute has been resolved” or “no comment” and no more, without violating the provisions of this paragraph. In the event that Plaintiff believes her is legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, she shall so notify Michael Martin, mike@italicswinegrowers.com, in writing immediately, and in no event less than ten (10) days prior to the date for disclosure. If it is not possible to do so at least ten (10) days in advance, Plaintiff will notify Kayla Cox at Morgan, Lewis & Bockius LLP, counsel for Italics, at 1-415-442-1197, or Kathryn McGuigan at Morgan Lewis & Bockius LLP, also counsel for Italics, at 1.213.612.7390, within twenty-four (24) hours of receiving notice that Plaintiff is so obligated. If Italics takes any action to challenge such disclosure, Plaintiff shall defer making such disclosure until Italics’ challenge is finally resolved, unless ordered by a Court to give the information notwithstanding Italics’ challenge.

Nothing in this Agreement, including the Confidentiality, Non-disparagement, or Release clauses, restricts or prohibits Plaintiff from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission (“EEOC”), the Department of Labor (“DOL”), the National Labor Relations Board (“NLRB”), the Department of Justice (“DOJ”), the Securities and Exchange Commission (“SEC”), the Congress, and any agency Inspector General (collectively, the “Regulators”), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, Plaintiff is waiving her right to receive any individual monetary relief resulting from such claims, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Italics will be entitled to an offset for any payments made pursuant to this Agreement, except where such limitations are prohibited as a matter of law (e.g., under the Sarbanes-Oxley Act of 2002, 18 U.S.C.A. §§ 1514A). Plaintiff does not need the prior authorization of Italics to engage in such communications with the Regulators, respond to such inquiries from the Regulators, provide confidential information or documents to the Regulators, or make any such reports or disclosures to the Regulators. Plaintiff is not required to notify Italics that he has engaged in such communications with the Regulators.

7. **Non-Disparagement.** Plaintiff agrees not to publicly disparage Italics and any known Releasees or issue any communication, written or otherwise, that encourages any adverse action against Italics and any known Releasees, except if testifying truthfully under oath pursuant to lawful court order or subpoena or otherwise responding to and/or providing disclosures

required by law. Italics agrees that any post-employment inquiries regarding Plaintiff's employment with Italics should be directed to Michael Martin, mike@italicswinegrowers.com, who will only confirm Plaintiff's dates of employment and final position held.

Italics agrees it will instruct and advise Michael Martin not to publicly disparage Plaintiff or issue any communication, written or otherwise, that encourages any adverse action against Plaintiff, except if testifying truthfully under oath pursuant to lawful court order or subpoena or otherwise responding to and/or providing disclosures required by law.

8. Breach of Confidentiality and/or Non-Disparagement Provisions. Plaintiff and her attorneys acknowledge and agree that it would be extremely difficult to ascertain the actual damages resulting from a breach of the confidentiality provision and/or from a breach of the non-disparagement provision. Accordingly, Plaintiff agrees that she shall be liable to Italics for liquidated damages in the sum of REDACTED for each breach of the confidentiality provision and in the sum of REDACTED for each breach of the non-disparagement provision.

9. No Publicity. The Parties and their counsel agree not to provide, publish, or disseminate any information about Plaintiff's allegations in the Lawsuit or this Agreement or the Parties' settlement to or via, (1) press releases, postings on websites maintained by the Parties of their counsel or other third parties, or social media comments or postings or publications, (2) attorney message boards, the California Employment Lawyers Association, or the Consumer Attorneys of California, or other similar organizations; (3) the media or press, including but not limited to Law 360, the Daily Journal, the Recorder and Jury Verdicts Weekly (including in response to any inquiries or requests for comment from the press/media), or any similar publications. If either Party or their counsel receives a media or press inquiry about the status of the dispute, they shall be authorized to state "the dispute has been resolved" or "no comment" and no more, without violating the provisions of this paragraph.

10. Resolution of Disputed Wages. Plaintiff acknowledges that she previously has been paid any and all wages that were concededly due and owing by Italics, that no other amounts are concededly due to Plaintiff. Plaintiff acknowledges that the settlement money she is receiving pursuant to this Agreement is, in part, to resolve and settle a good faith and *bona fide* dispute between the Parties as to whether any additional wages are due to her. Plaintiff acknowledges that Section 206.5 of the California Labor Code is neither implicated nor violated by this Agreement. Plaintiff agrees that by signing this Agreement, she is waiving and releasing any and all claims he might have against Italics, including her claims to any and all disputed wages and associated penalties.

11. Acknowledgements.

(i) Plaintiff represents and warrants that Italics and its benefits plans owe her no wages, bonuses, sick pay, personal leave pay, severance pay, vacation pay, unreimbursed business expenses, or any other compensation, reimbursement for medical or health care expenses, leave, benefits, stock, units, warrants, options, profit interests, payments or forms of remuneration of any kind or nature, other than that provided for in this Agreement and in exchange for her entering into and abiding by the terms of this Agreement.

(ii) Plaintiff acknowledges that she has been paid and/or has received all leave (paid and unpaid), compensation, wages, vacation pay, bonuses, commissions, and/or benefits to which Italics concedes are due to Plaintiff from Italics or any Releasee through the date Italics executes this Agreement, including for all hours of work (including any overtime hours worked), and that no other leave (paid or unpaid), compensation, wages, vacation pay, bonuses, commissions, and/or benefits are concededly due to him from Italics or any Releasee.

(iii) Plaintiff acknowledges that the payments provided for in this Agreement shall fully resolve all claims he may have against Italics and the Releasees, known and unknown.

(iv) Plaintiff acknowledges that she has not made any claims or allegations related to sexual harassment or sexual abuse and none of the payments set forth herein are related to sexual harassment or sexual abuse.

12. Trade Secrets and Confidential Information/Company Property. Plaintiff reaffirms and agrees to observe and abide by the terms of any confidentiality agreement signed by Plaintiff, specifically including any provisions therein regarding nondisclosure of the Italics' trade secrets and confidential and proprietary information, and non-solicitation of Italics' customers. Plaintiff agrees not to use any of Italics' trade secrets or confidential information to directly or indirectly solicit the customers of Italics, and agrees not to interrupt, disturb, or interfere with Italics' relationships with its customers.

13. Return of Company Property. Plaintiff hereby represents and warrants to Italics that she has returned or will immediately return to Italics any and all property or data of Italics of any type whatsoever that may have been in his possession or control, including all copies of customer lists, keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, tablets, cellular phones, USB and other storage devices, and badges), and any other Company-owned property in her possession or control and have left intact all electronic Company documents, including, but not limited to, those that he developed or helped to develop during his contractual relationship with Italics. Plaintiff's signature below constitutes her certification that she has returned all documents and other items provided to her by Italics, developed or obtained by Plaintiff in connection with his contractual relationship with Italics, or otherwise belonging to Italics.

14. No Other Claims. Plaintiff represents that she has no other pending complaints, charges, lawsuits or claims for benefits against Italics, or its present, former or future directors, officers, shareholders, agents, employees, representatives, consultants, attorneys, successors, and assigns, with any governmental agency or any court. Plaintiff represents that if any agency or court assumes jurisdiction of any complaint, charge, or lawsuit against any of these persons or certifies a class seeking relief on her behalf for any claims released by this Agreement, Plaintiff will request such agency or court to withdraw from the matter or will opt out of any certified class action and/or will not join any collective action, and, in any case agrees not to take any personal legal or equitable relief from any such complaint, charge, or lawsuit. Nothing in this Agreement shall be construed to limit Plaintiff from filing a lawsuit for the sole purpose of enforcing her rights under this Agreement or from complying with a subpoena or court order in another action.

15. Reports to Government Entities. Nothing in this Agreement, including the Release, Confidentiality, and Non-Disparagement provisions, restricts or prohibits Plaintiff from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, Plaintiff is waiving her right to receive any individual monetary relief from Italics or any other Releasee resulting from such claims or conduct, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Italics and Releasees will be entitled to an offset for the payments made pursuant to this Agreement. This Agreement does not limit Plaintiff's right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. Plaintiff does not need the prior authorization of Italics to engage in conduct protected by this paragraph, and Plaintiff does not need to notify Italics that Plaintiff has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

16. Right to Revoke.

Plaintiff understands and agrees that she:

- (a) Has a full twenty-one (21) days after receipt of this Agreement within which to review and consider the Agreement;
- (b) Is advised to consult with an attorney which she may freely choose prior to executing this Agreement;
- (c) Has carefully read and fully understands the provisions of this Agreement;
- (d) Is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims he has or may come to have against the Releasees, including under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act;
- (e) Is knowingly and voluntarily agreeing to all the terms set forth in this Agreement;
- (f) Has seven (7) days after the execution of this Agreement within which she may revoke this Agreement. In order to revoke this Agreement, Plaintiff

or her counsel must deliver to Kayla Cox at Morgan, Lewis & Bockius LLP, counsel for Italics, at kayla.cox@morganlewis.com, or Kathryn McGuigan at Morgan, Lewis & Bockius LLP, counsel for Italics, at kathryn.mcguigan@morganlewis.com, a written communication stating that Plaintiff is revoking this Agreement no later than seven (7) days after she executes the Agreement;

- (g) That, because of this revocation period, this Agreement shall not become effective or enforceable until at least the eighth (8th) day following the date Plaintiff executes this Agreement. This Agreement shall only become effective on the date by which both the revocation period has expired and the Court has entered the Order approving the settlement and dismissing the Lawsuit pursuant to the terms described in this Agreement (the “Effective Date”);
- (h) Is not waiving any rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.) that may arise after the date this Agreement is executed; and
- (i) Is, by reason of this Agreement and the release of claims herein, receiving from Italics good and sufficient consideration in addition to anything of value to which he is already entitled.

17. Jurisdiction; Governing Law. This Agreement is entered into and shall be performed in the County of Napa, State of California. Each party consents to the jurisdiction of California in connection with the enforcement of this Agreement. The construction and interpretation of this Agreement shall be governed by the laws of California applicable to contracts made and wholly to be performed in California.

18. Enforcement. It is the intent of the parties, pursuant to Evidence Code sections 1122(a)(1) and 1123(b) and Code of Civil Procedure section 664.6, that all of the terms of this agreement may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law.

19. Successors and Assigns. It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties’ representatives, heirs, executors, administrators, successors, and assigns.

20. Drafting. The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each party to this Agreement participated equally in the preparation and drafting of this Agreement.

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

22. Negotiation and Advice of Counsel. The parties acknowledge that they have had a full opportunity both to negotiate the terms of this Agreement and to obtain legal advice from an attorney of their own choosing regarding the terms of this Agreement, the parties’ rights and

obligations hereunder, and the advisability of entering into this Agreement. The parties represent that they knowingly decided to execute this Agreement based on advice of counsel. This Agreement shall be deemed to have been prepared jointly by the parties, and the rule that the provisions of a document are to be construed against the drafter shall not apply.

23. **Headings.** The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

24. **Integration.** This Agreement cancels, supersedes and replaces all prior agreements (written, oral or implied-in-fact or in-law) between Plaintiff and Italics regarding the subjects covered by this Agreement. This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties regarding all of the subjects covered by this Agreement. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

25. **Severability.** If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

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

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

28. **Authority to Sign; No Prior Assignment of Claims.** Each party represents and warrants that, as of the date of the execution of this Agreement, she, he or it has the right and authority to execute this Agreement, and she, he or it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each party further represents and warrants that she, he or it has had the opportunity to consult and has consulted legal counsel in connection with the negotiation and execution of this Agreement. Each of the Parties and her, his or its signatory represents that the signatory is either a party or a business representative or assignee of, and is fully authorized to execute this Agreement on behalf of, the party for whom he or she signs.

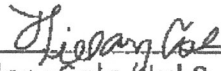
SIGNATURE PAGE FOLLOWS

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

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

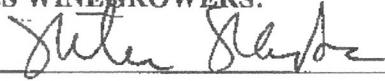
Hillary Cole:

Dated: Jul 8, 2022


Hillary Cole (Jul 8, 2022 06:27 PDT)
Hillary Cole

FOR APPELLATIONS, LP dba ITALICS WINEGROWERS:

Dated: 7/28/2022



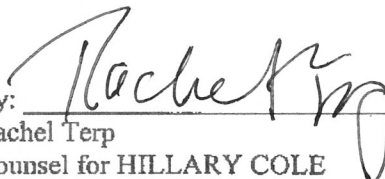
Its: Morgan Lewis Partner

Approved as to Form:

COUNSEL FOR HILLARY COLE

TERP LAW

Dated: 7/28/2022

By: 
Rachel Terp
Counsel for HILLARY COLE

MORGAN, LEWIS & BOCKIUS LLP

Dated: July 29, 2022

By: 
Kathryn T. McGuigan
Kayla K. Cox

Attorneys for APPELLATIONS, LP dba ITALICS
WINEGROWERS

EXHIBIT D

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (“Agreement”) is made and entered into by and between David Gunkle (“Gunkle” or “Plaintiff”) and Appellations, LP dba Italics Winegrowers (“Italics” or “Defendant”) (collectively the “Parties”):

WHEREAS, Gunkle was formerly employed by Italics.

WHEREAS, on or about June 14, 2020, Jeff Warren (“Warren”), Katherine Varela (“Varela”), and Hillary Cole (“Cole”), notified the California Labor and Workforce Development Agency (“LWDA”) and Italics (“LWDA Notice”) of alleged violations of the California Labor Code pursuant to the Private Attorneys General Act, Labor Code section 2698, et seq. (“PAGA”)

WHEREAS, on or about July 19, 2021, Warren, Cole, Varela, Gunkle, and John Trant (“Trant”) filed a Complaint in the Superior Court of the State of California in and for the County of Napa, entitled, “JEFF WARREN, HILLARY COLE, DAVID GUNKLE, KATHERINE VARELA, individually and on behalf of the general public, and JOHN TRANT, individually, v. APPELLATIONS, LP dba ITALICS WINEGROWERS, and DOES 1 through 10 inclusive,” Case No. 21CV001018 (the “Lawsuit”), alleging individual wage and hour claims.

WHEREAS, on or about September 17, 2021, the Lawsuit was amended to add Victoria Stewart (“Stewart”) as a plaintiff, and to seek civil penalties pursuant to PAGA and the LWDA Letter for alleged violations of the California Labor Code. Warren, Varela, Cole, Gunkle, Trant and Stewart shall be referred to collectively as “the plaintiffs.”

WHEREAS, Italics denies all allegations asserted by the plaintiffs in the Lawsuit and denies that it violated any law or legal or equitable obligations to the plaintiffs.

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

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

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

1. Consideration. In exchange for Plaintiff’s execution of and adherence to the terms of this Agreement, and in exchange for the promises, covenants and waivers set forth herein, Italics will pay Plaintiff the total combined sum of REDACTED REDACTED (“Settlement Payment”) as follows:

(a) A check in the gross amount of REDACTED less applicable employee payroll taxes and withholdings, made payable to “David Gunkle,” representing payment for alleged unpaid wages. Italics will issue an IRS Form W-2 to Gunkle for this payment.

(b) A check in the amount of REDACTED payable to “David Gunkle,” with no taxes or withholdings, made payable to Plaintiff for alleged penalties and statutory interest. Italics will issue an IRS Form 1099 to Gunkle with respect to this payment.

(c) The amount of REDACTED with no taxes or withholdings, made payable to Terp Law, representing consideration for Plaintiff’s attorneys’ fees and costs incurred in the Lawsuit. Italics will issue applicable IRS Form 1099s to Plaintiff and Terp Law. This amount for Plaintiff’s attorneys’ fees and costs will be included in one check issued to Terp Law for the collective attorneys’ fees and costs incurred by all the plaintiffs in the Lawsuit.

All checks issued in connection with the Settlement Payment shall be delivered to Plaintiff’s counsel at Terp Law, 2831 Telegraph Avenue, Oakland, California 94609.

Italics will pay the employer’s share of payroll taxes on the portion of the Settlement Payment that represents alleged unpaid wages.

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

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

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

4. **Release of Claims.** Plaintiff hereby irrevocably and unconditionally waives and releases and forever discharges Italics and all of its owners, parents, divisions, subsidiaries, affiliates, related entities, and their predecessors, successors, and past and present officers, directors, shareholders, employees, agents, partners, attorneys, benefit plans, insurers, and representatives ("Releasees"), from any and all claims, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by California Civil Code Section 1542, that accrued or accrue through the date on which Plaintiff signs this Agreement, including but not limited to any claims for alleged: failure to pay all wages and other compensation, failure to pay minimum wages, failure to pay overtime and double time, failure to pay for all hours worked, failure to timely pay final or other wages, failure to provide meal periods and/or rest breaks, failure to pay premium pay for missed meal periods and/or rest breaks, failure to reimburse and/or indemnify for expenses, failure to pay split shift premiums, failure to pay reporting time pay, unauthorized or unlawful deductions from wages, and/or failure to keep and furnish accurate itemized wage statements, wages, overtime pay, minimum wages, premium pay, penalties, and/or liquidated damages under the FLSA, California's Industrial Welfare Commission Wage Orders, and/or claims under the California Labor Code, including claims for penalties on behalf of Plaintiff under the Private Attorneys General Act, 2698 *et seq.*, claims under any and all city and county living wage ordinances, any waiting time penalties that could have been sought, other penalties, tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, constructive discharge claims, negligent hiring claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering or relating to employment, including but not limited to the California Government Code, including the Fair Employment and Housing Act and the California the California Labor Code, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Equal Pay Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Labor-Management Relations Act, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Employee Retirement Income Security Act of 1974 ("ERISA"), any other state, civil, or statutory laws, including any and all laws against discrimination or retaliation, any other federal, state, or local fair employment or whistle-blower statute, code, or ordinance, common law, contract law, tort, including, but not limited to, fraudulent inducement to enter into this contract, and any and all

claims for attorneys' fees. The only exceptions are claims for unemployment insurance compensation, workers' compensation benefits, vested benefits under a plan governed by ERISA, or other claims that cannot be released by private or court-approved agreement under applicable law.

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

Italics waives any claims against Plaintiff related to the allegation that a former Italics employee attempted to download a list of Italics' customers and contacts from a database Italics used to send emails.

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

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

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that he or his attorneys may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but that he expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on his behalf against Releasees at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Italics, the cessation of that employment, or the subsequent Lawsuit arising out of that employment. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to each Party and that this Agreement would not have been entered into were it not for this representation and commitment.

6. Confidentiality. Except as provided for below, Plaintiff and his counsel represent that they have not, and agree that they will not hereafter without compulsion of legal process, disclose to others, either directly, indirectly or by implication, the fact or terms of this settlement, the amounts referred to in this Agreement (either by specific dollar amount, by number of "figures," or otherwise), or the fact of the payment of said amounts, except that Plaintiff may disclose such information as is necessary to his spouse, and Plaintiff and his counsel may disclose such information as is necessary to their attorneys, accountants, or other professional

advisors to effect the purposes for which they have consulted such attorneys, accountants, or professional advisors, or where disclosure is required by law. Any person or entity to which Plaintiff and his counsel are permitted to and in fact disclose the fact or terms or amounts referred to in this Agreement, other than where a disclosure is required by law, must first agree to be bound by the terms of this confidentiality provision. In the event the agreement to be bound by the terms of this confidentiality provision is not obtained, the disclosure may not be made without breach of this Agreement. In the event that any person or entity to whom Plaintiff and his counsel discloses the fact or terms or amounts referred to in this Agreement breaches their confidentiality obligation, the effect of such disclosure shall be as if the disclosing party had breached their obligations hereunder. If Plaintiff and/or his counsel are asked a question about the status of the dispute, they shall be authorized to state “the dispute has been resolved” or “no comment” and no more, without violating the provisions of this paragraph. In the event that Plaintiff believes he is legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, he shall so notify Michael Martin, mike@italicswinegrowers.com, in writing immediately, and in no event less than ten (10) days prior to the date for disclosure. If it is not possible to do so at least ten (10) days in advance, Plaintiff will notify Kayla Cox at Morgan, Lewis & Bockius LLP, counsel for Italics, at 1-415-442-1197, or Kathryn McGuigan at Morgan Lewis & Bockius LLP, also counsel for Italics, at 1.213.612.7390, within twenty-four (24) hours of receiving notice that Plaintiff is so obligated. If Italics takes any action to challenge such disclosure, Plaintiff shall defer making such disclosure until Italics’ challenge is finally resolved, unless ordered by a Court to give the information notwithstanding Italics’ challenge.

Nothing in this Agreement, including the Confidentiality, Non-disparagement, or Release clauses, restricts or prohibits Plaintiff from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission (“EEOC”), the Department of Labor (“DOL”), the National Labor Relations Board (“NLRB”), the Department of Justice (“DOJ”), the Securities and Exchange Commission (“SEC”), the Congress, and any agency Inspector General (collectively, the “Regulators”), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, Plaintiff is waiving his right to receive any individual monetary relief resulting from such claims, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Italics will be entitled to an offset for any payments made pursuant to this Agreement, except where such limitations are prohibited as a matter of law (e.g., under the Sarbanes-Oxley Act of 2002, 18 U.S.C.A. §§ 1514A). Plaintiff does not need the prior authorization of Italics to engage in such communications with the Regulators, respond to such inquiries from the Regulators, provide confidential information or documents to the Regulators, or make any such reports or disclosures to the Regulators. Plaintiff is not required to notify Italics that he has engaged in such communications with the Regulators.

7. **Non-Disparagement.** Plaintiff agrees not to publicly disparage Italics and any known Releasees or issue any communication, written or otherwise, that encourages any adverse action against Italics and any known Releasees, except if testifying truthfully under oath pursuant to lawful court order or subpoena or otherwise responding to and/or providing disclosures

required by law. Italics agrees that any post-employment inquiries regarding Plaintiff's employment with Italics should be directed to Michael Martin, mike@italicswinegrowers.com, who will only confirm Plaintiff's dates of employment and final position held.

Italics agrees it will instruct and advise Michael Martin not to publicly disparage Plaintiff or issue any communication, written or otherwise, that encourages any adverse action against Plaintiff, except if testifying truthfully under oath pursuant to lawful court order or subpoena or otherwise responding to and/or providing disclosures required by law.

8. Breach of Confidentiality and/or Non-Disparagement Provisions. Plaintiff and his attorneys acknowledge and agree that it would be extremely difficult to ascertain the actual damages resulting from a breach of the confidentiality provision and/or from a breach of the non-disparagement provision. Accordingly, Plaintiff agrees that he shall be liable to Italics for liquidated damages in the sum of REDACTED for each breach of the confidentiality provision and in the sum of REDACTED for each breach of the non-disparagement provision.

9. No Publicity. The Parties and their counsel agree not to provide, publish, or disseminate any information about Plaintiff's allegations in the Lawsuit or this Agreement or the Parties' settlement to or via, (1) press releases, postings on websites maintained by the Parties of their counsel or other third parties, or social media comments or postings or publications, (2) attorney message boards, the California Employment Lawyers Association, or the Consumer Attorneys of California, or other similar organizations; (3) the media or press, including but not limited to Law 360, the Daily Journal, the Recorder and Jury Verdicts Weekly (including in response to any inquiries or requests for comment from the press/media), or any similar publications. If either Party or their counsel receives a media or press inquiry about the status of the dispute, they shall be authorized to state "the dispute has been resolved" or "no comment" and no more, without violating the provisions of this paragraph.

10. Resolution of Disputed Wages. Plaintiff acknowledges that he previously has been paid any and all wages that were concededly due and owing by Italics, that no other amounts are concededly due to Plaintiff. Plaintiff acknowledges that the settlement money he is receiving pursuant to this Agreement is, in part, to resolve and settle a good faith and *bona fide* dispute between the Parties as to whether any additional wages are due to him. Plaintiff acknowledges that Section 206.5 of the California Labor Code is neither implicated nor violated by this Agreement. Plaintiff agrees that by signing this Agreement, he is waiving and releasing any and all claims he might have against Italics, including his claims to any and all disputed wages and associated penalties.

11. Acknowledgements.

(i) Plaintiff represents and warrants that Italics and its benefits plans owe him no wages, bonuses, sick pay, personal leave pay, severance pay, vacation pay, unreimbursed business expenses, or any other compensation, reimbursement for medical or health care expenses, leave, benefits, stock, units, warrants, options, profit interests, payments or forms of remuneration of any kind or nature, other than that provided for in this Agreement and in exchange for him entering into and abiding by the terms of this Agreement.

(ii) Plaintiff acknowledges that he has been paid and/or has received all leave (paid and unpaid), compensation, wages, vacation pay, bonuses, commissions, and/or benefits to which Italics concedes are due to Plaintiff from Italics or any Releasee through the date Italics executes this Agreement, including for all hours of work (including any overtime hours worked), and that no other leave (paid or unpaid), compensation, wages, vacation pay, bonuses, commissions, and/or benefits are concededly due to him from Italics or any Releasee.

(iii) Plaintiff acknowledges that the payments provided for in this Agreement shall fully resolve all claims he may have against Italics and the Releasees, known and unknown.

(iv) Plaintiff acknowledges that he has not made any claims or allegations related to sexual harassment or sexual abuse and none of the payments set forth herein are related to sexual harassment or sexual abuse.

12. Trade Secrets and Confidential Information/Company Property. Plaintiff reaffirms and agrees to observe and abide by the terms of any confidentiality agreement signed by Plaintiff, specifically including any provisions therein regarding nondisclosure of the Italics' trade secrets and confidential and proprietary information, and non-solicitation of Italics' customers. Plaintiff agrees not to use any of Italics' trade secrets or confidential information to directly or indirectly solicit the customers of Italics, and agrees not to interrupt, disturb, or interfere with Italics' relationships with its customers.

13. Return of Company Property. Plaintiff hereby represents and warrants to Italics that he has returned or will immediately return to Italics any and all property or data of Italics of any type whatsoever that may have been in his possession or control, including all copies of customer lists, keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, tablets, cellular phones, USB and other storage devices, and badges), and any other Company-owned property in his possession or control and have left intact all electronic Company documents, including, but not limited to, those that he developed or helped to develop during his contractual relationship with Italics. Plaintiff's signature below constitutes his certification that he has returned all documents and other items provided to him by Italics, developed or obtained by Plaintiff in connection with his contractual relationship with Italics, or otherwise belonging to Italics.

14. No Other Claims. Plaintiff represents that he has no other pending complaints, charges, lawsuits or claims for benefits against Italics, or its present, former or future directors, officers, shareholders, agents, employees, representatives, consultants, attorneys, successors, and assigns, with any governmental agency or any court. Plaintiff represents that if any agency or court assumes jurisdiction of any complaint, charge, or lawsuit against any of these persons or certifies a class seeking relief on his behalf for any claims released by this Agreement, Plaintiff will request such agency or court to withdraw from the matter or will opt out of any certified class action and/or will not join any collective action, and, in any case agrees not to take any personal legal or equitable relief from any such complaint, charge, or lawsuit. Nothing in this Agreement shall be construed to limit Plaintiff from filing a lawsuit for the sole purpose of enforcing his rights under this Agreement or from complying with a subpoena or court order in another action.

15. Reports to Government Entities. Nothing in this Agreement, including the Release, Confidentiality, and Non-Disparagement provisions, restricts or prohibits Plaintiff from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, Plaintiff is waiving his right to receive any individual monetary relief from Italics or any other Releasee resulting from such claims or conduct, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Italics and Releasees will be entitled to an offset for the payments made pursuant to this Agreement. This Agreement does not limit Plaintiff's right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. Plaintiff does not need the prior authorization of Italics to engage in conduct protected by this paragraph, and Plaintiff does not need to notify Italics that Plaintiff has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

16. Right to Revoke.

Plaintiff understands and agrees that he:

- (a) Has a full twenty-one (21) days after receipt of this Agreement within which to review and consider the Agreement;
- (b) Is advised to consult with an attorney which he may freely choose prior to executing this Agreement;
- (c) Has carefully read and fully understands the provisions of this Agreement;
- (d) Is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims he has or may come to have against the Releasees, including under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act;
- (e) Is knowingly and voluntarily agreeing to all the terms set forth in this Agreement;
- (f) Has seven (7) days after the execution of this Agreement within which he may revoke this Agreement. In order to revoke this Agreement, Plaintiff

or his counsel must deliver to Kayla Cox at Morgan, Lewis & Bockius LLP, counsel for Italics, at kayla.cox@morganlewis.com, or Kathryn McGuigan at Morgan, Lewis & Bockius LLP, counsel for Italics, at kathryn.mcguigain@morganlewis.com, a written communication stating that Plaintiff is revoking this Agreement no later than seven (7) days after he executes the Agreement;

- (g) That, because of this revocation period, this Agreement shall not become effective or enforceable until at least the eighth (8th) day following the date Plaintiff executes this Agreement. This Agreement shall only become effective on the date by which both the revocation period has expired and the Court has entered the Order approving the settlement and dismissing the Lawsuit pursuant to the terms described in this Agreement (the “Effective Date”);
- (h) Is not waiving any rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.) that may arise after the date this Agreement is executed; and
- (i) Is, by reason of this Agreement and the release of claims herein, receiving from Italics good and sufficient consideration in addition to anything of value to which he is already entitled.

17. Jurisdiction; Governing Law. This Agreement is entered into and shall be performed in the County of Napa, State of California. Each party consents to the jurisdiction of California in connection with the enforcement of this Agreement. The construction and interpretation of this Agreement shall be governed by the laws of California applicable to contracts made and wholly to be performed in California.

18. Enforcement. It is the intent of the parties, pursuant to Evidence Code sections 1122(a)(1) and 1123(b) and Code of Civil Procedure section 664.6, that all of the terms of this agreement may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law.

19. Successors and Assigns. It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties’ representatives, heirs, executors, administrators, successors, and assigns.

20. Drafting. The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each party to this Agreement participated equally in the preparation and drafting of this Agreement.

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

22. Negotiation and Advice of Counsel. The parties acknowledge that they have had a full opportunity both to negotiate the terms of this Agreement and to obtain legal advice from an attorney of their own choosing regarding the terms of this Agreement, the parties’ rights and

obligations hereunder, and the advisability of entering into this Agreement. The parties represent that they knowingly decided to execute this Agreement based on advice of counsel. This Agreement shall be deemed to have been prepared jointly by the parties, and the rule that the provisions of a document are to be construed against the drafter shall not apply.

23. **Headings.** The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

24. **Integration.** This Agreement cancels, supersedes and replaces all prior agreements (written, oral or implied-in-fact or in-law) between Plaintiff and Italics regarding the subjects covered by this Agreement. This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties regarding all of the subjects covered by this Agreement. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

25. **Severability.** If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

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

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

28. **Authority to Sign; No Prior Assignment of Claims.** Each party represents and warrants that, as of the date of the execution of this Agreement, she, he or it has the right and authority to execute this Agreement, and she, he or it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each party further represents and warrants that she, he or it has had the opportunity to consult and has consulted legal counsel in connection with the negotiation and execution of this Agreement. Each of the Parties and her, his or its signatory represents that the signatory is either a party or a business representative or assignee of, and is fully authorized to execute this Agreement on behalf of, the party for whom he or she signs.

SIGNATURE PAGE FOLLOWS

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

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

DAVID GUNKLE:

Dated: Jul 8, 2022

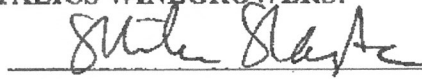


David Gunkle (Jul 8, 2022 05:13 PDT)

David Gunkle

FOR APPELLATIONS, LP dba ITALICS WINEGROWERS:

Dated: 7/28/2022



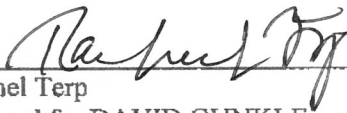
Its: Managing Partner

Approved as to Form:

COUNSEL FOR DAVID GUNKLE

TERP LAW

Dated: 7/28/2022

By: 
Rachel Terp
Counsel for DAVID GUNKLE

MORGAN, LEWIS & BOCKIUS LLP



Dated: July 29, 2022

By: _____
Kathryn T. McGuigan
Kayla K. Cox

Attorneys for APPELLATIONS, LP dba ITALICS
WINEGROWERS

EXHIBIT E

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (“Agreement”) is made and entered into by and between Victoria Stewart (“Stewart” or “Plaintiff”) and Appellations, LP dba Italics Winegrowers (“Italics” or “Defendant”) (collectively the “Parties”):

WHEREAS, Stewart was formerly employed by Italics.

WHEREAS, on or about June 14, 2020, Jeff Warren (“Warren”), Katherine Varela (“Varela”), and Hillary Cole (“Cole”), notified the California Labor and Workforce Development Agency (“LWDA”) and Italics (“LWDA Notice”) of alleged violations of the California Labor Code pursuant to the Private Attorneys General Act, Labor Code section 2698, et seq. (“PAGA”)

WHEREAS, on or about July 19, 2021, Warren, Cole, Varela, David Gunkle (“Gunkle”), and John Trant (“Trant”) filed a Complaint in the Superior Court of the State of California in and for the County of Napa, entitled, “JEFF WARREN, HILLARY COLE, DAVID GUNKLE, KATHERINE VARELA, individually and on behalf of the general public, and JOHN TRANT, individually, v. APPELLATIONS, LP dba ITALICS WINEGROWERS, and DOES 1 through 10 inclusive,” Case No. 21CV001018 (the “Lawsuit”), alleging individual wage and hour claims.

WHEREAS, on or about September 17, 2021, the Lawsuit was amended to add Stewart as a plaintiff, and to seek civil penalties pursuant to PAGA and the LWDA Letter for alleged violations of the California Labor Code. Warren, Varela, Cole, Gunkle, Trant and Stewart shall be referred to collectively as “the plaintiffs.”

WHEREAS, Italics denies all allegations asserted by the plaintiffs in the Lawsuit and denies that it violated any law or legal or equitable obligations to the plaintiffs.

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

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

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

1. Consideration. In exchange for Plaintiff’s execution of and adherence to the terms of this Agreement, and in exchange for the promises, covenants and waivers set forth herein, Italics will pay Plaintiff the total combined sum of Forty-Four Thousand Eighty-Seven Dollars and Sixty-Two Cents (\$44,087.62) (“Settlement Payment”) as follows:

(a) A check in the gross amount of REDACTED less applicable employee payroll taxes and withholdings, made payable to "Victoria Stewart," representing payment for alleged unpaid wages. Italics will issue an IRS Form W-2 to Stewart for this payment.

(b) A check in the amount of REDACTED payable to "Victoria Stewart," with no taxes or withholdings, made payable to Plaintiff for alleged penalties and statutory interest. Italics will issue an IRS Form 1099 to Stewart with respect to this payment.

(c) The amount of REDACTED with no taxes or withholdings, made payable to Terp Law, representing consideration for Plaintiff's attorneys' fees and costs incurred in the Lawsuit. Italics will issue applicable IRS Form 1099s to Plaintiff and Terp Law. This amount for Plaintiff's attorneys' fees and costs will be included in one check issued to Terp Law for the collective attorneys' fees and costs incurred by all the plaintiffs in the Lawsuit.

All checks issued in connection with the Settlement Payment shall be delivered to Plaintiff's counsel at Terp Law, 2831 Telegraph Avenue, Oakland, California 94609.

Italics will pay the employer's share of payroll taxes on the portion of the Settlement Payment that represents alleged unpaid wages.

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

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

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

4. Release of Claims. Plaintiff hereby irrevocably and unconditionally waives and releases and forever discharges Italics and all of its owners, parents, divisions, subsidiaries, affiliates, related entities, and their predecessors, successors, and past and present officers, directors, shareholders, employees, agents, partners, attorneys, benefit plans, insurers, and representatives ("Releasees"), from any and all claims, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by California Civil Code Section 1542, that accrued or accrue through the date on which Plaintiff signs this Agreement, including but not limited to any claims for alleged: failure to pay all wages and other compensation, failure to pay minimum wages, failure to pay overtime and double time, failure to pay for all hours worked, failure to timely pay final or other wages, failure to provide meal periods and/or rest breaks, failure to pay premium pay for missed meal periods and/or rest breaks, failure to reimburse and/or indemnify for expenses, failure to pay split shift premiums, failure to pay reporting time pay, unauthorized or unlawful deductions from wages, and/or failure to keep and furnish accurate itemized wage statements, wages, overtime pay, minimum wages, premium pay, penalties, and/or liquidated damages under the FLSA, California's Industrial Welfare Commission Wage Orders, and/or claims under the California Labor Code, including claims for penalties on behalf of Plaintiff under the Private Attorneys General Act, 2698 *et seq.*, claims under any and all city and county living wage ordinances, any waiting time penalties that could have been sought, other penalties, tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, constructive discharge claims, negligent hiring claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering or relating to employment, including but not limited to the California Government Code, including the Fair Employment and Housing Act and the California the California Labor Code, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Equal Pay Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Labor-Management Relations Act, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Employee Retirement Income Security Act of 1974 ("ERISA"), any other state, civil, or statutory laws, including any and all laws against discrimination or retaliation, any other federal, state, or local fair employment or whistle-blower statute, code, or ordinance, common law, contract law, tort, including, but not limited to, fraudulent inducement to enter into this contract, and any and all

claims for attorneys' fees. The only exceptions are claims for unemployment insurance compensation, workers' compensation benefits, vested benefits under a plan governed by ERISA, or other claims that cannot be released by private or court-approved agreement under applicable law.

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

Italics waives any claims against Plaintiff related to the allegation that a former Italics employee attempted to download a list of Italics' customers and contacts from a database Italics used to send emails.

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

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

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that she or her attorneys may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but that she expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her behalf against Releasees at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Italics, the cessation of that employment, or the subsequent Lawsuit arising out of that employment. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to each Party and that this Agreement would not have been entered into were it not for this representation and commitment.

6. Confidentiality. Except as provided for below, Plaintiff and her counsel represent that they have not, and agree that they will not hereafter without compulsion of legal process, disclose to others, either directly, indirectly or by implication, the fact or terms of this settlement, the amounts referred to in this Agreement (either by specific dollar amount, by number of "figures," or otherwise), or the fact of the payment of said amounts, except that Plaintiff may disclose such information as is necessary to her spouse, and Plaintiff and her counsel may disclose such information as is necessary to their attorneys, accountants, or other professional

advisors to effect the purposes for which they have consulted such attorneys, accountants, or professional advisors, or where disclosure is required by law. Any person or entity to which Plaintiff and her counsel are permitted to and in fact disclose the fact or terms or amounts referred to in this Agreement, other than where a disclosure is required by law, must first agree to be bound by the terms of this confidentiality provision. In the event the agreement to be bound by the terms of this confidentiality provision is not obtained, the disclosure may not be made without breach of this Agreement. In the event that any person or entity to whom Plaintiff and her counsel discloses the fact or terms or amounts referred to in this Agreement breaches their confidentiality obligation, the effect of such disclosure shall be as if the disclosing party had breached their obligations hereunder. If Plaintiff and/or her counsel are asked a question about the status of the dispute, they shall be authorized to state “the dispute has been resolved” or “no comment” and no more, without violating the provisions of this paragraph. In the event that Plaintiff believes she is legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, she shall so notify Michael Martin, mike@italicswinegrowers.com, in writing immediately, and in no event less than ten (10) days prior to the date for disclosure. If it is not possible to do so at least ten (10) days in advance, Plaintiff will notify Kayla Cox at Morgan, Lewis & Bockius LLP, counsel for Italics, at 1-415-442-1197, or Kathryn McGuigan at Morgan Lewis & Bockius LLP, also counsel for Italics, at 1.213.612.7390, within twenty-four (24) hours of receiving notice that Plaintiff is so obligated. If Italics takes any action to challenge such disclosure, Plaintiff shall defer making such disclosure until Italics’ challenge is finally resolved, unless ordered by a Court to give the information notwithstanding Italics’ challenge.

Nothing in this Agreement, including the Confidentiality, Non-disparagement, or Release clauses, restricts or prohibits Plaintiff from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission (“EEOC”), the Department of Labor (“DOL”), the National Labor Relations Board (“NLRB”), the Department of Justice (“DOJ”), the Securities and Exchange Commission (“SEC”), the Congress, and any agency Inspector General (collectively, the “Regulators”), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, Plaintiff is waiving her right to receive any individual monetary relief resulting from such claims, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Italics will be entitled to an offset for any payments made pursuant to this Agreement, except where such limitations are prohibited as a matter of law (e.g., under the Sarbanes-Oxley Act of 2002, 18 U.S.C.A. §§ 1514A). Plaintiff does not need the prior authorization of Italics to engage in such communications with the Regulators, respond to such inquiries from the Regulators, provide confidential information or documents to the Regulators, or make any such reports or disclosures to the Regulators. Plaintiff is not required to notify Italics that he has engaged in such communications with the Regulators.

7. **Non-Disparagement.** Plaintiff agrees not to publicly disparage Italics and any known Releasees or issue any communication, written or otherwise, that encourages any adverse action against Italics and any known Releasees, except if testifying truthfully under oath pursuant to lawful court order or subpoena or otherwise responding to and/or providing disclosures

required by law. Italics agrees that any post-employment inquiries regarding Plaintiff's employment with Italics should be directed to Michael Martin, mike@italicswinegrowers.com, who will only confirm Plaintiff's dates of employment and final position held.

Italics agrees it will instruct and advise Michael Martin not to publicly disparage Plaintiff or issue any communication, written or otherwise, that encourages any adverse action against Plaintiff, except if testifying truthfully under oath pursuant to lawful court order or subpoena or otherwise responding to and/or providing disclosures required by law.

8. Breach of Confidentiality and/or Non-Disparagement Provisions. Plaintiff and her attorneys acknowledge and agree that it would be extremely difficult to ascertain the actual damages resulting from a breach of the confidentiality provision and/or from a breach of the non-disparagement provision. Accordingly, Plaintiff agrees that she shall be liable to Italics for liquidated damages in the sum of REDACTED for each breach of the confidentiality provision and in the sum of REDACTED for each breach of the non-disparagement provision.

9. No Publicity. The Parties and their counsel agree not to provide, publish, or disseminate any information about Plaintiff's allegations in the Lawsuit or this Agreement or the Parties' settlement to or via, (1) press releases, postings on websites maintained by the Parties of their counsel or other third parties, or social media comments or postings or publications, (2) attorney message boards, the California Employment Lawyers Association, or the Consumer Attorneys of California, or other similar organizations; (3) the media or press, including but not limited to Law 360, the Daily Journal, the Recorder and Jury Verdicts Weekly (including in response to any inquiries or requests for comment from the press/media), or any similar publications. If either Party or their counsel receives a media or press inquiry about the status of the dispute, they shall be authorized to state "the dispute has been resolved" or "no comment" and no more, without violating the provisions of this paragraph.

10. Resolution of Disputed Wages. Plaintiff acknowledges that she previously has been paid any and all wages that were concededly due and owing by Italics, that no other amounts are concededly due to Plaintiff. Plaintiff acknowledges that the settlement money she is receiving pursuant to this Agreement is, in part, to resolve and settle a good faith and *bona fide* dispute between the Parties as to whether any additional wages are due to her. Plaintiff acknowledges that Section 206.5 of the California Labor Code is neither implicated nor violated by this Agreement. Plaintiff agrees that by signing this Agreement, she is waiving and releasing any and all claims he might have against Italics, including her claims to any and all disputed wages and associated penalties.

11. Acknowledgements.

(i) Plaintiff represents and warrants that Italics and its benefits plans owe her no wages, bonuses, sick pay, personal leave pay, severance pay, vacation pay, unreimbursed business expenses, or any other compensation, reimbursement for medical or health care expenses, leave, benefits, stock, units, warrants, options, profit interests, payments or forms of remuneration of any kind or nature, other than that provided for in this Agreement and in exchange for her entering into and abiding by the terms of this Agreement.

(ii) Plaintiff acknowledges that she has been paid and/or has received all leave (paid and unpaid), compensation, wages, vacation pay, bonuses, commissions, and/or benefits to which Italics concedes are due to Plaintiff from Italics or any Releasee through the date Italics executes this Agreement, including for all hours of work (including any overtime hours worked), and that no other leave (paid or unpaid), compensation, wages, vacation pay, bonuses, commissions, and/or benefits are concededly due to him from Italics or any Releasee.

(iii) Plaintiff acknowledges that the payments provided for in this Agreement shall fully resolve all claims he may have against Italics and the Releasees, known and unknown.

(iv) Plaintiff acknowledges that she has not made any claims or allegations related to sexual harassment or sexual abuse and none of the payments set forth herein are related to sexual harassment or sexual abuse.

12. Trade Secrets and Confidential Information/Company Property. Plaintiff reaffirms and agrees to observe and abide by the terms of any confidentiality agreement signed by Plaintiff, specifically including any provisions therein regarding nondisclosure of the Italics' trade secrets and confidential and proprietary information, and non-solicitation of Italics' customers. Plaintiff agrees not to use any of Italics' trade secrets or confidential information to directly or indirectly solicit the customers of Italics, and agrees not to interrupt, disturb, or interfere with Italics' relationships with its customers.

13. Return of Company Property. Plaintiff hereby represents and warrants to Italics that she has returned or will immediately return to Italics any and all property or data of Italics of any type whatsoever that may have been in his possession or control, including all copies of customer lists, keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, tablets, cellular phones, USB and other storage devices, and badges), and any other Company-owned property in her possession or control and have left intact all electronic Company documents, including, but not limited to, those that he developed or helped to develop during his contractual relationship with Italics. Plaintiff's signature below constitutes her certification that she has returned all documents and other items provided to her by Italics, developed or obtained by Plaintiff in connection with his contractual relationship with Italics, or otherwise belonging to Italics.

14. No Other Claims. Plaintiff represents that she has no other pending complaints, charges, lawsuits or claims for benefits against Italics, or its present, former or future directors, officers, shareholders, agents, employees, representatives, consultants, attorneys, successors, and assigns, with any governmental agency or any court. Plaintiff represents that if any agency or court assumes jurisdiction of any complaint, charge, or lawsuit against any of these persons or certifies a class seeking relief on her behalf for any claims released by this Agreement, Plaintiff will request such agency or court to withdraw from the matter or will opt out of any certified class action and/or will not join any collective action, and, in any case agrees not to take any personal legal or equitable relief from any such complaint, charge, or lawsuit. Nothing in this Agreement shall be construed to limit Plaintiff from filing a lawsuit for the sole purpose of enforcing her rights under this Agreement or from complying with a subpoena or court order in another action.

15. Reports to Government Entities. Nothing in this Agreement, including the Release, Confidentiality, and Non-Disparagement provisions, restricts or prohibits Plaintiff from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, Plaintiff is waiving her right to receive any individual monetary relief from Italics or any other Releasee resulting from such claims or conduct, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Italics and Releasees will be entitled to an offset for the payments made pursuant to this Agreement. This Agreement does not limit Plaintiff's right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. Plaintiff does not need the prior authorization of Italics to engage in conduct protected by this paragraph, and Plaintiff does not need to notify Italics that Plaintiff has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

16. Right to Revoke.

Plaintiff understands and agrees that she:

- (a) Has a full twenty-one (21) days after receipt of this Agreement within which to review and consider the Agreement;
- (b) Is advised to consult with an attorney which she may freely choose prior to executing this Agreement;
- (c) Has carefully read and fully understands the provisions of this Agreement;
- (d) Is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims he has or may come to have against the Releasees, including under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act;
- (e) Is knowingly and voluntarily agreeing to all the terms set forth in this Agreement;
- (f) Has seven (7) days after the execution of this Agreement within which she may revoke this Agreement. In order to revoke this Agreement, Plaintiff

or her counsel must deliver to Kayla Cox at Morgan, Lewis & Bockius LLP, counsel for Italics, at kayla.cox@morganlewis.com, or Kathryn McGuigan at Morgan, Lewis & Bockius LLP, counsel for Italics, at kathryn.mcguigain@morganlewis.com, a written communication stating that Plaintiff is revoking this Agreement no later than seven (7) days after she executes the Agreement;

- (g) That, because of this revocation period, this Agreement shall not become effective or enforceable until at least the eighth (8th) day following the date Plaintiff executes this Agreement. This Agreement shall only become effective on the date by which both the revocation period has expired and the Court has entered the Order approving the settlement and dismissing the Lawsuit pursuant to the terms described in this Agreement (the “Effective Date”);
- (h) Is not waiving any rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.) that may arise after the date this Agreement is executed; and
- (i) Is, by reason of this Agreement and the release of claims herein, receiving from Italics good and sufficient consideration in addition to anything of value to which he is already entitled.

17. Jurisdiction; Governing Law. This Agreement is entered into and shall be performed in the County of Napa, State of California. Each party consents to the jurisdiction of California in connection with the enforcement of this Agreement. The construction and interpretation of this Agreement shall be governed by the laws of California applicable to contracts made and wholly to be performed in California.

18. Enforcement. It is the intent of the parties, pursuant to Evidence Code sections 1122(a)(1) and 1123(b) and Code of Civil Procedure section 664.6, that all of the terms of this agreement may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law.

19. Successors and Assigns. It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties’ representatives, heirs, executors, administrators, successors, and assigns.

20. Drafting. The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each party to this Agreement participated equally in the preparation and drafting of this Agreement.

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

22. Negotiation and Advice of Counsel. The parties acknowledge that they have had a full opportunity both to negotiate the terms of this Agreement and to obtain legal advice from an attorney of their own choosing regarding the terms of this Agreement, the parties’ rights and

obligations hereunder, and the advisability of entering into this Agreement. The parties represent that they knowingly decided to execute this Agreement based on advice of counsel. This Agreement shall be deemed to have been prepared jointly by the parties, and the rule that the provisions of a document are to be construed against the drafter shall not apply.

23. **Headings.** The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

24. **Integration.** This Agreement cancels, supersedes and replaces all prior agreements (written, oral or implied-in-fact or in-law) between Plaintiff and Italics regarding the subjects covered by this Agreement. This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties regarding all of the subjects covered by this Agreement. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

25. **Severability.** If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

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

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

28. **Authority to Sign; No Prior Assignment of Claims.** Each party represents and warrants that, as of the date of the execution of this Agreement, she, he or it has the right and authority to execute this Agreement, and she, he or it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each party further represents and warrants that she, he or it has had the opportunity to consult and has consulted legal counsel in connection with the negotiation and execution of this Agreement. Each of the Parties and her, his or its signatory represents that the signatory is either a party or a business representative or assignee of, and is fully authorized to execute this Agreement on behalf of, the party for whom he or she signs.

SIGNATURE PAGE FOLLOWS

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

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

VICTORIA STEWART:

Dated: July 7th, 2022

Victoria Stewart

VICTORIA STEWART

FOR APPELLATIONS, LP dba ITALICS WINEGROWERS:

Dated: 7/28/2022

Steve Slape

Its: Maragony Partner

Approved as to Form:

COUNSEL FOR VICTORIA STEWART

TERP LAW

Dated: 7/28/2022

By: Rachel Terp
Rachel Terp
Counsel for VICTORIA STEWART

MORGAN, LEWIS & BOCKIUS LLP

Dated: July 29, 2022

By: Kathryn T. McGuigan
Kathryn T. McGuigan
Kayla K. Cox

Attorneys for APPELLATIONS, LP dba ITALICS
WINEGROWERS

EXHIBIT F

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (“Agreement”) is made and entered into by and between John Trant (“Trant” or “Plaintiff”) and Appellations, LP dba Italics Winegrowers (“Italics” or “Defendant”) (collectively the “Parties”):

WHEREAS, Trant was formerly employed by Italics.

WHEREAS, on or about June 14, 2020, Jeff Warren (“Warren”), Katherine Varela (“Varela”), and Hillary Cole (“Cole”), notified the California Labor and Workforce Development Agency (“LWDA”) and Italics (“LWDA Notice”) of alleged violations of the California Labor Code pursuant to the Private Attorneys General Act, Labor Code section 2698, et seq. (“PAGA”)

WHEREAS, on or about July 19, 2021, Warren, Cole, Varela, David Gunkle (“Gunkle”), and Trant filed a Complaint in the Superior Court of the State of California in and for the County of Napa, entitled, “JEFF WARREN, HILLARY COLE, DAVID GUNKLE, KATHERINE VARELA, individually and on behalf of the general public, and JOHN TRANT, individually, v. APPELLATIONS, LP dba ITALICS WINEGROWERS, and DOES 1 through 10 inclusive,” Case No. 21CV001018 (the “Lawsuit”), alleging individual wage and hour claims.

WHEREAS, on or about September 17, 2021, the Lawsuit was amended to add Victoria Stewart (“Stewart”) as a plaintiff, and to seek civil penalties pursuant to PAGA and the LWDA Letter for alleged violations of the California Labor Code. Warren, Varela, Cole, Gunkle, Trant and Stewart shall be referred to collectively as “the plaintiffs.”

WHEREAS, Italics denies all allegations asserted by the plaintiffs in the Lawsuit and denies that it violated any law or legal or equitable obligations to the plaintiffs.

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

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

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

1. Consideration. In exchange for Plaintiff’s execution of and adherence to the terms of this Agreement, and in exchange for the promises, covenants and waivers set forth herein, Italics will pay Plaintiff the total combined sum of REDACTED (“Settlement Payment”) as follows:

(a) A check in the gross amount of REDACTED less applicable employee payroll taxes and withholdings, made payable to "John Trant," representing payment for alleged unpaid wages. Italics will issue an IRS Form W-2 to Trant for this payment.

(b) A check in the amount of REDACTED payable to "John Trant," with no taxes or withholdings, made payable to Plaintiff for alleged penalties and statutory interest. Italics will issue an IRS Form 1099 to Trant with respect to this payment.

(c) The amount of REDACTED with no taxes or withholdings, made payable to Terp Law, representing consideration for Plaintiff's attorneys' fees and costs incurred in the Lawsuit. Italics will issue applicable IRS Form 1099s to Plaintiff and Terp Law. This amount for Plaintiff's attorneys' fees and costs will be included in one check issued to Terp Law for the collective attorneys' fees and costs incurred by all the plaintiffs in the Lawsuit.

All checks issued in connection with the Settlement Payment shall be delivered to Plaintiff's counsel at Terp Law, 2831 Telegraph Avenue, Oakland, California 94609.

Italics will pay the employer's share of payroll taxes on the portion of the Settlement Payment that represents alleged unpaid wages.

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

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

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

4. **Release of Claims.** Plaintiff hereby irrevocably and unconditionally waives and releases and forever discharges Italics and all of its owners, parents, divisions, subsidiaries, affiliates, related entities, and their predecessors, successors, and past and present officers, directors, shareholders, employees, agents, partners, attorneys, benefit plans, insurers, and representatives ("Releasees"), from any and all claims, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by California Civil Code Section 1542, that accrued or accrue through the date on which Plaintiff signs this Agreement, including but not limited to any claims for alleged: failure to pay all wages and other compensation, failure to pay minimum wages, failure to pay overtime and double time, failure to pay for all hours worked, failure to timely pay final or other wages, failure to provide meal periods and/or rest breaks, failure to pay premium pay for missed meal periods and/or rest breaks, failure to reimburse and/or indemnify for expenses, failure to pay split shift premiums, failure to pay reporting time pay, unauthorized or unlawful deductions from wages, and/or failure to keep and furnish accurate itemized wage statements, wages, overtime pay, minimum wages, premium pay, penalties, and/or liquidated damages under the FLSA, California's Industrial Welfare Commission Wage Orders, and/or claims under the California Labor Code, including claims for penalties on behalf of Plaintiff under the Private Attorneys General Act, 2698 *et seq.*, claims under any and all city and county living wage ordinances, any waiting time penalties that could have been sought, other penalties, tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, constructive discharge claims, negligent hiring claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering or relating to employment, including but not limited to the California Government Code, including the Fair Employment and Housing Act and the California the California Labor Code, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Equal Pay Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Labor-Management Relations Act, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Employee Retirement Income Security Act of 1974 ("ERISA"), any other state, civil, or statutory laws, including any and all laws against discrimination or retaliation, any other federal, state, or local fair employment or whistle-blower statute, code, or ordinance, common law, contract law, tort, including, but not limited to, fraudulent inducement to enter into this contract, and any and all

claims for attorneys' fees. The only exceptions are claims for unemployment insurance compensation, workers' compensation benefits, vested benefits under a plan governed by ERISA, or other claims that cannot be released by private or court-approved agreement under applicable law.

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

Italics waives any claims against Plaintiff related to the allegation that a former Italics employee attempted to download a list of Italics' customers and contacts from a database Italics used to send emails.

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

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

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that he or his attorneys may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but that he expressly agrees to fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on his behalf against Releasees at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Italics, the cessation of that employment, or the subsequent Lawsuit arising out of that employment. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to each Party and that this Agreement would not have been entered into were it not for this representation and commitment.

6. Confidentiality. Except as provided for below, Plaintiff and his counsel represent that they have not, and agree that they will not hereafter without compulsion of legal process, disclose to others, either directly, indirectly or by implication, the fact or terms of this settlement, the amounts referred to in this Agreement (either by specific dollar amount, by number of "figures," or otherwise), or the fact of the payment of said amounts, except that Plaintiff may disclose such information as is necessary to his spouse, and Plaintiff and his counsel may disclose such information as is necessary to their attorneys, accountants, or other professional

advisors to effect the purposes for which they have consulted such attorneys, accountants, or professional advisors, or where disclosure is required by law. Any person or entity to which Plaintiff and his counsel are permitted to and in fact disclose the fact or terms or amounts referred to in this Agreement, other than where a disclosure is required by law, must first agree to be bound by the terms of this confidentiality provision. In the event the agreement to be bound by the terms of this confidentiality provision is not obtained, the disclosure may not be made without breach of this Agreement. In the event that any person or entity to whom Plaintiff and his counsel discloses the fact or terms or amounts referred to in this Agreement breaches their confidentiality obligation, the effect of such disclosure shall be as if the disclosing party had breached their obligations hereunder. If Plaintiff and/or his counsel are asked a question about the status of the dispute, they shall be authorized to state “the dispute has been resolved” or “no comment” and no more, without violating the provisions of this paragraph. In the event that Plaintiff believes he is legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, he shall so notify Michael Martin, mike@italicswinegrowers.com, in writing immediately, and in no event less than ten (10) days prior to the date for disclosure. If it is not possible to do so at least ten (10) days in advance, Plaintiff will notify Kayla Cox at Morgan, Lewis & Bockius LLP, counsel for Italics, at 1-415-442-1197, or Kathryn McGuigan at Morgan Lewis & Bockius LLP, also counsel for Italics, at 1.213.612.7390, within twenty-four (24) hours of receiving notice that Plaintiff is so obligated. If Italics takes any action to challenge such disclosure, Plaintiff shall defer making such disclosure until Italics’ challenge is finally resolved, unless ordered by a Court to give the information notwithstanding Italics’ challenge.

Nothing in this Agreement, including the Confidentiality, Non-disparagement, or Release clauses, restricts or prohibits Plaintiff from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission (“EEOC”), the Department of Labor (“DOL”), the National Labor Relations Board (“NLRB”), the Department of Justice (“DOJ”), the Securities and Exchange Commission (“SEC”), the Congress, and any agency Inspector General (collectively, the “Regulators”), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, Plaintiff is waiving his right to receive any individual monetary relief resulting from such claims, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Italics will be entitled to an offset for any payments made pursuant to this Agreement, except where such limitations are prohibited as a matter of law (e.g., under the Sarbanes-Oxley Act of 2002, 18 U.S.C.A. §§ 1514A). Plaintiff does not need the prior authorization of Italics to engage in such communications with the Regulators, respond to such inquiries from the Regulators, provide confidential information or documents to the Regulators, or make any such reports or disclosures to the Regulators. Plaintiff is not required to notify Italics that he has engaged in such communications with the Regulators.

7. **Non-Disparagement.** Plaintiff agrees not to publicly disparage Italics and any known Releasees or issue any communication, written or otherwise, that encourages any adverse action against Italics and any known Releasees, except if testifying truthfully under oath pursuant to lawful court order or subpoena or otherwise responding to and/or providing disclosures

required by law. Italics agrees that any post-employment inquiries regarding Plaintiff's employment with Italics should be directed to Michael Martin, mike@italicswinegrowers.com, who will only confirm Plaintiff's dates of employment and final position held.

Italics agrees it will instruct and advise Michael Martin not to publicly disparage Plaintiff or issue any communication, written or otherwise, that encourages any adverse action against Plaintiff, except if testifying truthfully under oath pursuant to lawful court order or subpoena or otherwise responding to and/or providing disclosures required by law.

8. Breach of Confidentiality and/or Non-Disparagement Provisions. Plaintiff and his attorneys acknowledge and agree that it would be extremely difficult to ascertain the actual damages resulting from a breach of the confidentiality provision and/or from a breach of the non-disparagement provision. Accordingly, Plaintiff agrees that he shall be liable to Italics for liquidated damages in the sum of REDACTED for each breach of the confidentiality provision and in the sum of REDACTED for each breach of the non-disparagement provision.

9. No Publicity. The Parties and their counsel agree not to provide, publish, or disseminate any information about Plaintiff's allegations in the Lawsuit or this Agreement or the Parties' settlement to or via, (1) press releases, postings on websites maintained by the Parties of their counsel or other third parties, or social media comments or postings or publications, (2) attorney message boards, the California Employment Lawyers Association, or the Consumer Attorneys of California, or other similar organizations; (3) the media or press, including but not limited to Law 360, the Daily Journal, the Recorder and Jury Verdicts Weekly (including in response to any inquiries or requests for comment from the press/media), or any similar publications. If either Party or their counsel receives a media or press inquiry about the status of the dispute, they shall be authorized to state "the dispute has been resolved" or "no comment" and no more, without violating the provisions of this paragraph.

10. Resolution of Disputed Wages. Plaintiff acknowledges that he previously has been paid any and all wages that were concededly due and owing by Italics, that no other amounts are concededly due to Plaintiff. Plaintiff acknowledges that the settlement money he is receiving pursuant to this Agreement is, in part, to resolve and settle a good faith and *bona fide* dispute between the Parties as to whether any additional wages are due to he. Plaintiff acknowledges that Section 206.5 of the California Labor Code is neither implicated nor violated by this Agreement. Plaintiff agrees that by signing this Agreement, he is waiving and releasing any and all claims he might have against Italics, including he claims to any and all disputed wages and associated penalties.

11. Acknowledgements.

(i) Plaintiff represents and warrants that Italics and its benefits plans owe he no wages, bonuses, sick pay, personal leave pay, severance pay, vacation pay, unreimbursed business expenses, or any other compensation, reimbursement for medical or health care expenses, leave, benefits, stock, units, warrants, options, profit interests, payments or forms of remuneration of any kind or nature, other than that provided for in this Agreement and in exchange for him entering into and abiding by the terms of this Agreement.

(ii) Plaintiff acknowledges that he has been paid and/or has received all leave (paid and unpaid), compensation, wages, vacation pay, bonuses, commissions, and/or benefits to which Italics concedes are due to Plaintiff from Italics or any Releasee through the date Italics executes this Agreement, including for all hours of work (including any overtime hours worked), and that no other leave (paid or unpaid), compensation, wages, vacation pay, bonuses, commissions, and/or benefits are concededly due to him from Italics or any Releasee.

(iii) Plaintiff acknowledges that the payments provided for in this Agreement shall fully resolve all claims he may have against Italics and the Releasees, known and unknown.

(iv) Plaintiff acknowledges that he has not made any claims or allegations related to sexual harassment or sexual abuse and none of the payments set forth herein are related to sexual harassment or sexual abuse.

12. Trade Secrets and Confidential Information/Company Property. Plaintiff reaffirms and agrees to observe and abide by the terms of any confidentiality agreement signed by Plaintiff, specifically including any provisions therein regarding nondisclosure of the Italics' trade secrets and confidential and proprietary information, and non-solicitation of Italics' customers. Plaintiff agrees not to use any of Italics' trade secrets or confidential information to directly or indirectly solicit the customers of Italics, and agrees not to interrupt, disturb, or interfere with Italics' relationships with its customers.

13. Return of Company Property. Plaintiff hereby represents and warrants to Italics that he has returned or will immediately return to Italics any and all property or data of Italics of any type whatsoever that may have been in his possession or control, including all copies of customer lists, keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, tablets, cellular phones, USB and other storage devices, and badges), and any other Company-owned property in his possession or control and have left intact all electronic Company documents, including, but not limited to, those that he developed or helped to develop during his contractual relationship with Italics. Plaintiff's signature below constitutes his certification that he has returned all documents and other items provided to him by Italics, developed or obtained by Plaintiff in connection with his contractual relationship with Italics, or otherwise belonging to Italics.

14. No Other Claims. Plaintiff represents that he has no other pending complaints, charges, lawsuits or claims for benefits against Italics, or its present, former or future directors, officers, shareholders, agents, employees, representatives, consultants, attorneys, successors, and assigns, with any governmental agency or any court. Plaintiff represents that if any agency or court assumes jurisdiction of any complaint, charge, or lawsuit against any of these persons or certifies a class seeking relief on her behalf for any claims released by this Agreement, Plaintiff will request such agency or court to withdraw from the matter or will opt out of any certified class action and/or will not join any collective action, and, in any case agrees not to take any personal legal or equitable relief from any such complaint, charge, or lawsuit. Nothing in this Agreement shall be construed to limit Plaintiff from filing a lawsuit for the sole purpose of enforcing his rights under this Agreement or from complying with a subpoena or court order in another action.

15. Reports to Government Entities. Nothing in this Agreement, including the Release, Confidentiality, and Non-Disparagement provisions, restricts or prohibits Plaintiff from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, to the maximum extent permitted by law, Plaintiff is waiving his right to receive any individual monetary relief from Italics or any other Releasee resulting from such claims or conduct, regardless of whether Plaintiff or another party has filed them, and in the event Plaintiff obtains such monetary relief Italics and Releasees will be entitled to an offset for the payments made pursuant to this Agreement. This Agreement does not limit Plaintiff's right to receive an award from any Regulator that provides awards for providing information relating to a potential violation of law. Plaintiff does not need the prior authorization of Italics to engage in conduct protected by this paragraph, and Plaintiff does not need to notify Italics that Plaintiff has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose a trade secret to their attorney, a court, or a government official in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

16. Right to Revoke.

Plaintiff understands and agrees that he:

- (a) Has a full twenty-one (21) days after receipt of this Agreement within which to review and consider the Agreement;
- (b) Is advised to consult with an attorney which he may freely choose prior to executing this Agreement;
- (c) Has carefully read and fully understands the provisions of this Agreement;
- (d) Is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims he has or may come to have against the Releasees, including under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act;
- (e) Is knowingly and voluntarily agreeing to all the terms set forth in this Agreement;
- (f) Has seven (7) days after the execution of this Agreement within which he may revoke this Agreement. In order to revoke this Agreement, Plaintiff

or his counsel must deliver to Kayla Cox at Morgan, Lewis & Bockius LLP, counsel for Italics, at kayla.cox@morganlewis.com, or Kathryn McGuigan at Morgan, Lewis & Bockius LLP, counsel for Italics, at kathryn.mcguigan@morganlewis.com, a written communication stating that Plaintiff is revoking this Agreement no later than seven (7) days after he executes the Agreement;

- (g) That, because of this revocation period, this Agreement shall not become effective or enforceable until at least the eighth (8th) day following the date Plaintiff executes this Agreement. This Agreement shall only become effective on the date by which both the revocation period has expired and the Court has entered the Order approving the settlement and dismissing the Lawsuit pursuant to the terms described in this Agreement (the “Effective Date”);
- (h) Is not waiving any rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.) that may arise after the date this Agreement is executed; and
- (i) Is, by reason of this Agreement and the release of claims herein, receiving from Italics good and sufficient consideration in addition to anything of value to which he is already entitled.

17. Jurisdiction; Governing Law. This Agreement is entered into and shall be performed in the County of Napa, State of California. Each party consents to the jurisdiction of California in connection with the enforcement of this Agreement. The construction and interpretation of this Agreement shall be governed by the laws of California applicable to contracts made and wholly to be performed in California.

18. Enforcement. It is the intent of the parties, pursuant to Evidence Code sections 1122(a)(1) and 1123(b) and Code of Civil Procedure section 664.6, that all of the terms of this agreement may be disclosed to a court of law and shall be enforceable and binding upon them in a court of law.

19. Successors and Assigns. It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties’ representatives, heirs, executors, administrators, successors, and assigns.

20. Drafting. The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each party to this Agreement participated equally in the preparation and drafting of this Agreement.

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

22. Negotiation and Advice of Counsel. The parties acknowledge that they have had a full opportunity both to negotiate the terms of this Agreement and to obtain legal advice from an attorney of their own choosing regarding the terms of this Agreement, the parties’ rights and

obligations hereunder, and the advisability of entering into this Agreement. The parties represent that they knowingly decided to execute this Agreement based on advice of counsel. This Agreement shall be deemed to have been prepared jointly by the parties, and the rule that the provisions of a document are to be construed against the drafter shall not apply.

23. **Headings.** The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

24. **Integration.** This Agreement cancels, supersedes and replaces all prior agreements (written, oral or implied-in-fact or in-law) between Plaintiff and Italics regarding the subjects covered by this Agreement. This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties regarding all of the subjects covered by this Agreement. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

25. **Severability.** If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

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

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

28. **Authority to Sign; No Prior Assignment of Claims.** Each party represents and warrants that, as of the date of the execution of this Agreement, she, he or it has the right and authority to execute this Agreement, and she, he or it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demands relating to any right surrendered by virtue of this Agreement. Each party further represents and warrants that she, he or it has had the opportunity to consult and has consulted legal counsel in connection with the negotiation and execution of this Agreement. Each of the Parties and her, his or its signatory represents that the signatory is either a party or a business representative or assignee of, and is fully authorized to execute this Agreement on behalf of, the party for whom he or she signs.

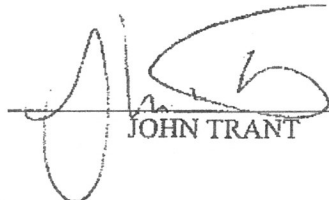
SIGNATURE PAGE FOLLOWS

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

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

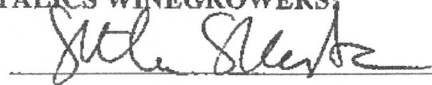
JOHN TRANT:

Dated: 7/7/22


JOHN TRANT

FOR APPELLATIONS, LP dba ITALICS WINEGROWERS:

Dated: 7/28/22



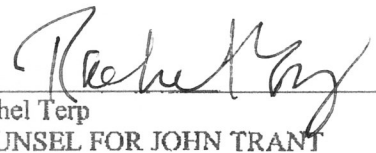
Its: Managing Partner

Approved as to Form:

COUNSEL FOR JOHN TRANT

TERP LAW

Dated: 7/28/2022

By: 
Rachel Terp
COUNSEL FOR JOHN TRANT

MORGAN, LEWIS & BOCKIUS LLP

Dated: July 29, 2022

By: 
Kathryn T. McGuigan
Kayla K. Cox

Attorneys for APPELLATIONS, LP dba ITALICS
WINEGROWERS

1 **PROOF OF SERVICE**

2 I, Monica Brennan, declare:

3 I am a citizen of the United States and employed in San Francisco County, California.
4 I am over the age of eighteen years and not a party to the within entitled action. My business
5 address is One Market, Spear Street Tower, San Francisco, CA 94105. On July 29, 2022,
6 I served a copy of the within document(s):

7 **JOINT STIPULATION FOR COURT APPROVAL OF SETTLEMENT OF**
8 **CIVIL ACTION FILED PURSUANT TO PAGA**

- 9 ☒ by placing the document(s) listed above in a sealed envelope with postage thereon
10 fully prepaid, in the United States mail at San Francisco, California, addressed as set
11 forth below.
- 12 ☐ by placing the document(s) listed above in a sealed FedEx envelope and affixing a pre-
13 paid air bill, and causing the envelope to be delivered to a FedEx agent for delivery.
- 14 ☐ by personally delivering the document(s) listed above to the person(s) at the
15 address(es) set forth below.
- 16 ☒ by transmitting via e-mail or electronic transmission the document(s) listed above to
17 the person(s) at the e-mail address(es) set forth below.

18 TERP LAW
19 Rachel Terp (SBN 290666)
20 2831 Telegraph Avenue
21 Oakland, California 94609
22 Tel: +1.510.550.5130
23 Fax: +1.510.405.8755
24 rachel@terplaw.com

Attorney for Plaintiffs
JEFF WARREN, KATHERINE VARELA,
HILLARY COLE, DAVID GUNKLE, VICTORIA
STEWART and JOHN TRANT

25 I am readily familiar with the firm's practice of collection and processing correspondence
26 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
27 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
28 motion of the party served, service is presumed invalid if postal cancellation date or postage
meter date is more than one day after date of deposit for mailing in affidavit.

Executed on July 29, 2022, at San Francisco, California.

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



Monica Brennan