

JOINT STIPULATION AND SETTLEMENT AGREEMENT

This Joint Stipulation and Settlement Agreement (“Agreement”) is made by and between Plaintiff Noah Winn (“Plaintiff”) and Defendant Southern Glazer’s Wine and Spirits, LLC (“SGWS” and collectively with Plaintiff as “the Parties”).

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against SGWS captioned *Noah Winn v. Southern Glazers Wine and Spirits, LLC, et al.* (No. 22STCV38355) initiated on December 9, 2022, and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Settlement Members” means all current and former non-exempt employees of SGWS in the State of California at any time since October 5, 2021, through the date of the Court’s approval of this Settlement, but in no event after April 30, 2024.
- 1.5 “Settlement Members’ Data” means Settlement Members’ identifying information in SGWS’s possession including each Settlement Member’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6 “Settlement Member Address Search” means the Administrator’s investigation and search for current Settlement Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Settlement Member.
- 1.7 “Court” means the Superior Court of California, County of Los Angeles.
- 1.8 “Defense Counsel” means Littler Mendelson, P.C., including Alecia W. Winfield, Esq. and Courtney Chambers, Esq.
- 1.9 “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Approving the PAGA Settlement and

(b) the Judgment is final. The Judgment shall be final on the day the Court enters Judgment.

- 1.10 “PAGA Settlement Amount” means \$2,435,000.00, which is the total amount SGWS agrees to pay under the Settlement. The PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11 “Individual PAGA Payment” means the Settlement Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Settlement Member worked during the PAGA Period.
- 1.12 “Judgment” means the judgment entered by the Court based upon the final approval.
- 1.13 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15 “Net Settlement Amount” means the PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Settlement Members as Individual PAGA Payments.
- 1.16 “PAGA Counsel” means Matern Law Group (“MLG”), including Matthew J. Matern, Matthew W. Gordon, and Vanessa M. Rodriguez.
- 1.17 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 “PAGA Pay Period” means any Pay Period during which a Settlement Member worked for SGWS for at least one day during the PAGA Period.
- 1.19 “PAGA Period” means the period from October 5, 2021, through the date of the approval of this settlement, but in no event after April 30, 2024.
- 1.20 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.21 “PAGA Notice” means Plaintiff’s April 7, 2021, letter to SGWS and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the PAGA Settlement Amount, allocated 25% to the Settlement Members and the 75% to LWDA in settlement of PAGA claims.
- 1.23 “Plaintiff” means Noah Winn, the named plaintiff in the Action.
- 1.24 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26 “Released Parties” means: SGWS and all affiliated predecessor and successor entities, and each such entity’s respective present and former subsidiaries, affiliates, parents, agents, employees, former employees, partners, owners, director’s, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns.
- 1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28 “SGWS” means Defendant Southern Glazers Wine and Spirits, LLC.

2. RECITALS.

- 2.1 On December 9, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against SGWS for Violation of the California Labor Code Private Attorneys General Act of 2004 (“PAGA”). The Complaint is the operative complaint in the Action (the “Operative Complaint.”). SGWS denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to SGWS and the LWDA by sending the PAGA Notice.
- 2.3 On January 30, 2024, the Parties participated in an all-day mediation presided over by Honorable Angela M. Bradstreet (Ret.) which led to this Agreement to settle the Action.
- 2.4 In advance of the mediation, Defendant sent Plaintiff relevant information, including the total number of alleged aggrieved employees, the total number of pay periods during the PAGA period, aggrieved employees’ average rate of pay, Plaintiff’s personnel file, a

20% sampling of aggrieved employees' time and payroll records, and employee handbooks and policies applicable to aggrieved employees. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

- 2.5 The Parties desire to settle the Action in order to avoid unnecessary litigation fees and expenses.¹

3 MONETARY TERMS.

3.1 PAGA Settlement Amount. SGWS promises to pay \$2,435,000.00 and no more as the PAGA Settlement Amount. SGWS has no obligation to pay the PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire PAGA Settlement Amount without asking or requiring Settlement Members to submit any claim as a condition of payment. None of the PAGA Settlement Amount will revert to SGWS.

3.2 Payments from the PAGA Settlement Amount. The Administrator will make and deduct the following payments from the PAGA Settlement Amount, in the amounts specified by the Court in the final approval:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the PAGA Settlement Amount, which is currently estimated to be \$811,666.67 and PAGA Counsel Litigation Expenses Payment in an amount not to exceed \$25,000.00. SGWS will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds SGWS harmless, and indemnifies SGWS, from any dispute or controversy regarding any division or sharing of any of these Payments.

¹ The Parties separately entered into a confidential individual settlement agreement for settlement and release of any derivative individual claims for damages and penalties that are outside the scope of this Settlement.

3.2.2 To the Administrator: An Administrator Expenses Payment, not to exceed \$15,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$15,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Settlement Members: PAGA Penalties shall be paid from the PAGA Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Settlement Members' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Settlement Members during the PAGA Period and (b) multiplying the result by each Settlement Member's PAGA Period Pay Periods. Settlement Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4 SETTLEMENT FUNDING AND PAYMENTS.

4.1 Settlement Members Pay Periods. Based on a review of its records to date, SGWS estimates there are a total of 159,059 PAGA Pay Periods from October 5, 2021, through the date of mediation, including Merchandisers, based on the available records as well as reasonable extrapolation within the relevant time period.²

4.2 Settlement Members Data. Within 30 days of the court granting Approval of the Settlement, SGWS will deliver the Settlement Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Settlement Members' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Settlement Member Data only for purposes

² This settlement does not include Merchandiser claims that will be released in the settlement reached in the action entitled *Tiffany Niz v. Southern Glaziers Wine and Spirits, LLC* (Case No. CIV DS 2008028), but does include Merchandiser claims not released in the *Niz* settlement.

of this Settlement and for no other purpose, and restrict access to the Settlement Member Data to Administrator employees who need access to the Settlement Member Data to effect and perform under this Agreement. SGWS has a continuing duty to immediately notify PAGA Counsel if it discovers that the Settlement Member Data omitted employee identifying information and to provide corrected or updated Settlement Member Data as soon as reasonably feasible. Without any extension of the deadline by which SGWS must send the Settlement Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Settlement Member Data.

4.3 Funding of PAGA Settlement Amount. SGWS shall fully fund the PAGA Settlement Amount by transmitting the funds to the Administrator no later than 15 calendar days after the Effective Date.

4.4 Payments from the PAGA Settlement Amount. Within 14 days after SGWS funds the PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Settlement Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Settlement Member Address Search for all Settlement Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Settlement Member Address Search. The Administrator need not take further steps to deliver checks to Settlement Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Settlement Member whose original check was lost or misplaced, requested by the Settlement Member prior to the void date.

4.4.3. For any Settlement Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall

transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Settlement Member.

- 4.4.4 The payment of Individual PAGA Payments shall not obligate SGWS to confer any additional benefits or make any additional payments to the Settlement Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when SGWS fully funds the entire PAGA Settlement Amount, Plaintiff and the Settlement Members will release claims against all Released Parties as follows:

Upon entry of final judgment and payment of the full Settlement Amount, the Defendant, and the Released Parties, shall be entitled to a release from all PAGA claims for civil penalties under California Labor Code section 2698, et seq., predicated on the California Labor Code violations that are asserted in the LWDA Notice and operative complaint (or PAGA Claims that could have been asserted based on the facts alleged in the operative LWDA Notice and operative complaint) which are for civil penalties pursuant to Labor Code section 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 223, 224, 226, 226(a), 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2802 and applicable Industrial Welfare Commission Wage Orders including California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) ("Released Claims"). The release shall run through the PAGA Period. The release does not include underlying Labor Code claims, claims for wrongful termination, discrimination, unemployment insurance, disability, and workers' compensation, and claims outside of the PAGA Period. The Released Claims do not include any claims that cannot be released as a matter of law. The Released Claims do not include any claims that will be released by Settlement Members in *Tiffany Niz v. Southern Glaziers Wine and Spirits, LLC* (Case No. CIV DS 2008028). As part of the consideration for the settlement of Plaintiff's individual claims, Plaintiff shall enter into a general release of all known and unknown claims of any type whatsoever that he may have against the Released Parties. This release will include, but will not be limited to, a release of all claims under the Fair Employment and Housing Act, Americans with Disabilities Act, and Title VII of the Civil Rights Act of 1964 and the California Labor Code. This will also include a release of any and all claims, known or unknown, contingent, or accrued arising out of any act or event that occurred prior to execution of the release, including a California Civil Code section 1542 waiver.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code

Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Settlement Member Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Settlement Members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Settlement Members and/or the Administrator.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 45 days after the full execution of this Agreement and obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering evidence of the Court’s Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7 SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. (“ILYM”) to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8 CONTINUING JURISDICTION OF THE COURT.

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9 ADDITIONAL PROVISIONS.

9.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by SGWS that any of the allegations in the Operative Complaint have merit or that SGWS has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that SGWS’s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, SGWS reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest SGWS’s defenses. The Settlement, this Agreement and Parties’ willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and SGWS, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 9.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, SGWS nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, or their representatives, and approved by the Court.
- 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 9.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.12 Use and Return of Settlement Members' Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by SGWS in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Settlement Members' Data received from SGWS unless, prior to the Administrator's payment of all Settlement Funds, SGWS makes a written request to PAGA Counsel for the return, rather than the destructions, of Settlement Members' Data.
- 9.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Matthew J. Matern,
Matthew W. Gordon,
Vanessa Rodriguez
Matern Law Group, P.C.
1320 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266

To SGWS:

Alecia Winfield
Littler Mendelson, P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067

Courtney Chambers
Littler Mendelson, P.C.
101 Second Street, Suite 1000
San Francisco, CA 94105

9.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

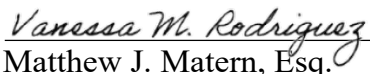
9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, and pursuant to Code of Civil Procedure § 583.330(a), the Parties agree to extend the time within which the Action must be brought to trial by that period of time from the date of execution of this Agreement to the date on which the Court enters judgment or the date on which the Court enters an order declining to grant approval of this Agreement, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure § 583.310.



Noah Winn (Apr 30, 2024 10:39 PDT)

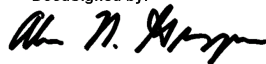
Noah Winn
Plaintiff and Representative of
Settlement Members

Date: Apr 30, 2024



Matthew J. Matern, Esq.
Matthew W. Gordon, Esq.
Vanessa M. Rodriguez, Esq.
Counsel for Plaintiff
Noah Winn and the Settlement Member

Date: May 9, 2024

DocuSigned by:

12E6483EFB2D49C...
Alan N. Greenspan

Southern Glazers
Wine and Spirits,
LLC Defendant

Date: 04/30/2024 | 4:50 PM PDT



Alecia W. Winfield, Esq.
Counsel for Defendant
Southern Glazers Wine and Spirits, LLC

Date: April 26, 2024

4875-3692-5625.4 / 089148-1014