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 dba Trinchero Family Estates

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

DANIEL ROBERTO ORTEGA, individually,
 and on behalf of all others similarly situated,

Plaintiff,

vs.

SUTTER HOME WINERY, INC., a
 California corporation dba TRINCHERO
 FAMILY ESTATES; and DOES 1 through
 10, inclusive,

Defendants

Case No.: 25CV000461

CLASS AND REPRESENTATIVE ACTION

**JOINT STIPULATION OF CLASS AND
 REPRESENTATIVE ACTION
 SETTLEMENT AGREEMENT**

Complaint Filed:	February 26, 2025
FAC Filed:	April 30, 2025
Trial date:	Not set

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Daniel Roberto Ortega (“Plaintiff”) and Defendant Sutter Home Winery, Inc., a California corporation dba Trinchero Family Estates (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or each individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means *Daniel Roberto Ortega v. Sutter Home Winery, Inc.*, Superior Court of the State of California, County of Napa, Case No. 25CV000461.
- 1.2 “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement following a competitive bidding process, or such other settlement administrator as may be approved by the Court.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator’s bid submitted to the Court in connection with seeking the Preliminary Approval Order.
- 1.4 “Aggrieved Employee” means, for purposes of Settlement, all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period.
- 1.5 “Class” means, for purposes of Settlement, all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period.
- 1.6 “Class Counsel” means Moon Law Group, PC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Costs Payment” mean the amounts allocated to Class Counsel for payment of reasonable attorneys’ fees and reimbursement of actual reasonable expenses, respectively, incurred to prosecute the Action.

- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession, including each individual’s full name, last-known mailing address, Social Security Number, number of Workweeks, and number of PAGA Pay Periods.
- 1.9 “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee). Excluded from the Settlement Class will be any Non-Participating Class Member.
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class 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 Class Members.
- 1.11 “Class Notice” means the Court-approved Notice of Class and PAGA Action Settlement and Hearing Date for Final Court Approval, to be mailed by the Administrator to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement, along with a Spanish translation thereof.
- 1.12 “Class Period” means, for purposes of Settlement, the period from February 26, 2021, through February 27, 2026.
- 1.13 “Class Representative” means the named Plaintiff in the Action, Daniel Roberto Ortega, seeking Court approval to serve as the Class Representative.
- 1.14 “Class Representative Enhancement Award” means the payment to Plaintiff in exchange for a general release, and in recognition of having initiated the Action, provided services in support thereof, and incurred risks inherent in the role of named Plaintiff.
- 1.15 “Court” means the Superior Court of California, County of Napa.
- 1.16 “Defendant” means Sutter Home Winery, Inc., a California corporation dba Trinchero Family Estates, the named Defendant in the Action.
- 1.17 “Defense Counsel” means Barsamian & Moody, A Professional Corporation.
- 1.18 “Effective Date” means the first business date after both of the following have occurred:

(a) the Court enters the Final Approval Order and Judgment; and (b) Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters the Final Approval Order and Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from Judgment (i.e., 61 calendar days following entry of Judgment); or (iii) if a timely appeal from Judgment is filed, the day after the appellate court affirms Judgment and issues a remittitur.

1.19 “Final Approval Order” means the Court’s order granting final approval of the Settlement.

1.20 “Final Approval Hearing” means the Court’s hearing on the motion for final approval of the Settlement.

1.21 “Gross Settlement Amount” means the total non-reversionary amount of \$1,190,000.00 that Defendant agrees to pay to resolve the Class and PAGA claims in the Action, subject to any increase under the escalator clause, if triggered, provided at Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment and Class Counsel Litigation Costs Payments, the Class Representative Enhancement Award, and the Administration Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendant agrees to pay its employer-share of payroll taxes owed on the Wage Portion of Individual Class Payments.

1.22 “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount as calculated by the Administrator according to the number of Workweeks worked by Participating Class Members during the Class Period.

1.23 “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of thirty-five percent (35%) of the PAGA Penalties as calculated by the Administrator according to the number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

1.24 “Judgment” means the Judgment entered by the Court upon the Final Approval Order.

1.25 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to the LWDA PAGA Payment.

1.26 “LWDA PAGA Payment” means sixty-five percent (65%) of the PAGA Penalties.

1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members through Individual Class Payments.

1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 “Operative Complaint” means Plaintiff’s First Amended Class Action Complaint, filed in the Action on April 30, 2025.

1.30 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant in California at least one day during the PAGA Period.

1.31 “PAGA Period” means, for purposes of Settlement, the period from February 23, 2024, through February 27, 2026.

1.32 “PAGA” means the California Private Attorneys General Act, Lab. Code sections 2698, *et seq.*

1.33 “PAGA Notice” means Plaintiff’s February 23, 2025, Notice of Labor Code Violations and PAGA Penalties, sent to Defendant and submitted to the LWDA pursuant to California Labor Code section 2699.3(a), assigned PAGA case number LWDA-CM-1081782-25.

1.34 “PAGA Penalties” means \$50,000.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as sixty-five percent (65%) (\$32,500.00) to the LWDA through the LWDA PAGA Payment and

thirty-five percent (35%) (\$17,500.00) to Aggrieved Employees through Individual PAGA Payments.

1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

1.36 “Plaintiff” means Daniel Roberto Ortega, the named Plaintiff in the Action.

1.37 “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement.

1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40 “Released Parties” means Defendant, together with its past, present, and future subsidiaries, parents, affiliated and related entities, corporations and companies, divisions, successors, predecessors, or assigns; and its past, present, and future officers, directors, shareholders, members, partners, agents, insurers, employees, advisors, attorneys, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns.

1.41 “Request for Exclusion” means a Class Member’s submission to the Administrator of a signed, written request to be excluded from the Class portion of the Settlement. Class Members and Aggrieved Employees cannot request exclusion from the PAGA portion of the Settlement.

1.42 “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may email or postmark any (a) Requests for Exclusion, (b) written Objections, or (c) disputes regarding the calculation of Workweeks and/or PAGA Pay Periods. Class Members to whom their initial Class Notice is resent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the

Response Deadline.

1.43 “Settlement” means the disposition of the Action effected by this Agreement and entry of the Final Approval Order and Judgment.

1.44 “Workweek” means any workweek during which a Class Member worked for Defendant in California at least one day during the Class Period.

2. **RECITALS.**

2.1. On February 26, 2025, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages [Cal. Lab. Code sections 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code sections 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code sections 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code section 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code section 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code sections 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code section 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code sections 17200, *et seq.*].

2.2. On February 23, 2025, pursuant to Labor Code section 2699.3(a), Plaintiff provided written notice to the LWDA via online submission and to Defendant via certified mail of the specific provisions of the Labor Code alleged to have been violated, which was assigned PAGA case number LWDA-CM-1081782-25.

2.3. On April 30, 2025, Plaintiff filed the First Amended Class Action Complaint (the “Operative Complaint”) against Defendant adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code section 2699, *et seq.*], filed as a matter of right pursuant to Cal. Labor Code section 2699.3, subdivision (a)(2)(C).

2.4. On February 27, 2026, the Parties participated in a mediation presided over by experienced wage-and-hour mediator Tripper Ortman, of Ortman Mediation.

2.5. The Parties subsequently reached an agreement for a global resolution of the Action, as

memorialized in a fully executed Memorandum of Understanding and as set forth in this Agreement.

2.6. For mediation, Plaintiff obtained from Defendant, through informal investigation and discovery, information sufficient to meaningfully evaluate the claims at issue in the Action. Plaintiff's Counsel conducted a diligent and thorough investigation into the facts and claims alleged in the Action, including a review and analysis of available data. Based on their own independent investigation and evaluation, Plaintiff and Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate and in the best interest of the Class and the LWDA, considering all known facts and circumstances, including the risk of significant delay, that Class claims may not be certified by the Court based on the defenses asserted by Defendant, and numerous potential appellate issues.

2.7. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Action. Defendant further denies that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment. Defendant contends that it has complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, and all other applicable laws.

2.8. To date, the Court has not granted class certification.

2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Subject to entry of the Court's Final Approval Order, Defendant agrees to pay \$1,190,000.00, subject to any increase under the escalator clause, if triggered, in Paragraph 8 below, as the Gross Settlement Amount, and to separately pay its employer-share of payroll taxes owed on the Wage Portion of the Individual Class

1 Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any
2 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The
3 Administrator shall disburse the entire Gross Settlement Amount without asking or
4 requiring any Class Member to submit a claim as a condition of payment. None of the
5 Gross Settlement Amount shall revert to Defendant.

6 3.2. Payments from the Gross Settlement Amount. The Administrator shall make and deduct
7 the following payments from the Gross Settlement Amount, in amounts as approved by
8 the Court and specified in the Final Approval Order:

9 3.2.1. To Plaintiff: A Class Representative Enhancement Award to Plaintiff as the Class
10 Representative of not more than \$7,500.00, in addition to the Individual Class
11 and PAGA Payments that Plaintiff is eligible to receive. As part of the motion for
12 Class Counsel Attorneys' Fees and Class Counsel Litigation Costs Payments,
13 Plaintiff will seek Court approval for the Class Representative Enhancement
14 Award no later than sixteen (16) court days prior to the Final Approval Hearing.
15 If the Court approves a Class Representative Enhancement Award less than the
16 amount requested, the Administrator shall allocate the remainder to the Net
17 Settlement Amount. The Administrator shall pay the Class Representative
18 Enhancement Award using an IRS Form 1099. Plaintiff assumes full
19 responsibility and liability for any taxes owed on the Class Representative
20 Enhancement Award.

21 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of
22 the Gross Settlement Amount, currently estimated to be \$396,666.67, and subject
23 to potential increase under the escalator clause, and a Class Counsel Litigation
24 Costs Payment for reasonable costs incurred to prosecute the Action, but not to
25 exceed \$30,000.00. Plaintiff and/or Class Counsel will file a motion for Class
26 Counsel Attorneys' Fees and Class Counsel Litigation Costs Payments no later
27 than sixteen (16) court days prior to the Final Approval Hearing. If the Court
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1 approves payments less than the amounts requested, the Administrator shall
2 allocate the remainder to the Net Settlement Amount. Released Parties shall have
3 no liability to Class Counsel or any other Plaintiff's counsel arising from any
4 claim to any portion of any Class Counsel Attorneys' Fee Payment and/or Class
5 Counsel Litigation Costs Payment. The Administrator shall pay the Class
6 Counsel Fees Payment and Class Counsel Litigation Costs Payment using one or
7 more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
8 any taxes owed on the Class Counsel Attorneys' Fees and Class Counsel
9 Litigation Costs Payments, and holds Defendant harmless, and indemnifies
10 Defendant, from any dispute or controversy regarding any division or sharing of
11 any of these payments.

12 3.2.3. To the Administrator: An Administration Expenses Payment in the amount of
13 \$17,000.00 and approved by the Court not to exceed the amount specified in the
14 Administrator's bid submitted in connection with seeking the Preliminary
15 Approval Order, except for a showing of good cause. To the extent actual
16 expenses are less and/or the Court approves payment less than the requested
17 amount, the Administrator shall allocate the remainder to the Net Settlement
18 Amount.

19 3.2.4. To Each Participating Class Member: Each Individual Class Payment shall be
20 calculated by the Administrator by (a) dividing the Net Settlement Amount by
21 the total number of Workweeks worked by all Participating Class Members
22 during the Class Period and (b) multiplying the result by the number of
23 Workweeks worked by each individual Participating Class Member.

24 3.2.4.a. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
25 each Participating Class Member's Individual Class Payment shall be
26 allocated to settlement of wage claims (the "Wage Portion"). The Wage
27 Portion is subject to tax withholding and shall be reported on IRS W-2
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Forms by the Administrator. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portion is not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.b. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members shall not receive any Individual Class Payment. The Administrator shall retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of \$50,000.00 to be paid from the Gross Settlement Amount, shall be distributed as sixty-five percent (65%) (\$32,500.00) to the LWDA through a LWDA PAGA Payment and thirty-five percent (35%) (\$17,500.00) to Aggrieved Employees through Individual PAGA Payments.

3.2.5.a. The Administrator shall calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties (\$17,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee. Individual PAGA Payments shall be treated as one hundred percent (100%) penalties for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual PAGA Payments are not subject to withholdings and

shall be reported on IRS 1099 Forms by the Administrator.

3.2.5.b. If the Court approves an amount for PAGA Penalties less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Defendant represents that there are approximately 144,000 Workweeks during the Class Period.

4.2. Class Data. Not later than twenty (20) calendar days after entry of the Court's Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to effect and perform under this Agreement. If Defendant discovers that Class Data is incorrect, Defendant will provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Settlement Funding. Within seven (7) calendar days of receipt of notice of the entry of the Court's Final Approval Order, the Administrator shall provide Defendant with the distribution calculations reflecting the total amount of Defendant's employer-share of payroll taxes owed and the wiring and/or mailing instructions. Within thirty (30) calendar days of the Final Approval Order, Defendant shall fund the Gross Settlement Amount and its employer-share of payroll taxes by transmitting the funds into a Qualified Settlement Fund ("QSF") established and maintained by the Administrator.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the amounts owed under the Settlement, the Administrator shall

1 mail checks for all Individual Class Payments, all Individual PAGA Payments, the
2 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
3 Payment, the Class Counsel Litigation Costs Payment, and the Class Representative
4 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class
5 Counsel Litigation Costs Payment, and the Class Representative Enhancement Award
6 shall not precede disbursement of Individual Class Payments and Individual PAGA
7 Payments.

8 4.4.1. The Administrator shall issue checks for the Individual Class Payments and/or
9 Individual PAGA Payments and send them via First Class United States Postal
10 Service ("USPS") Mail with postage prepaid. The face of each check shall
11 prominently state the date (not less than 180 days after the date of mailing) when
12 the check will be voided (the "Void Date"). The Administrator shall send checks
13 for Individual Class Payments to all Participating Class Members and checks for
14 Individual PAGA Payments to all Aggrieved Employees (including Non-
15 Participating Class Members who qualify as Aggrieved Employees), including to
16 those for whom their Class Notice was returned undelivered. The Administrator
17 may send Participating Class Members a single check combining their Individual
18 Class and PAGA Payments. Before mailing any checks, the Administrator must
19 update recipients' mailing addresses using the National Change of Address
20 Database.

21 4.4.2. The Administrator must conduct a Class Member Address Search for all Class
22 Members whose checks are returned undelivered without a forwarding address.
23 Within seven (7) calendar days of receiving a returned check, the Administrator
24 must re-mail checks to the forwarding address provided or, if none was provided,
25 to an updated address ascertained through the Class Member Address Search.
26 The Administrator need not take further steps to deliver checks to Class Members
27 whose re-mailed checks are returned as undelivered a second time. The
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Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced and remains uncashed (negotiated), or as requested by the Class Member prior to the Void Date.

4.4.3. For any Class Member whose Individual Class Payment and/or Individual PAGA Payment is uncashed after the Void Date, the Administrator shall cancel those checks and transmit the funds represented by such checks to the California Farmworker Foundation, leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).

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

5. **RELEASES OF CLAIMS.**

5.1. **Plaintiff’s General Release.** Plaintiff will release any and all claims that Plaintiff has or may have against the Released Parties related to or arising from Plaintiff’s employment with Defendant (“Plaintiff’s General Release”). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff’s discovery of them. Notwithstanding the foregoing, Plaintiff’s General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers’ compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, any claims arising after the date Plaintiff signs this Agreement, and any and all claims asserted by Plaintiff in the Individual FEHA Action (Napa County Superior Court Case No. 25CV001539).

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads:

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.

5.2. Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged in Plaintiff's Operative Complaint or that reasonably could have been alleged based solely on the facts asserted therein, including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify necessary business expenses; and (8) unfair business practices arising out of or related to the Operative Complaint filed in the Action during the Class Period (collectively, "Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

5.3. Released PAGA Claims. Plaintiff and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties which were alleged, or reasonably could have been alleged, in Plaintiff's

PAGA Notice to the LWDA and in Plaintiff's Operative Complaint, including claims under Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 510, 512, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 (collectively, "Released PAGA Claims"). The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

5.4. Date Releases Become Effective. The released claims described in Paragraphs 5.1 through 5.3 above shall become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

6. MOTION FOR PRELIMINARY APPROVAL.

6.1. Plaintiff's Responsibilities. Plaintiff shall prepare and file all documents necessary for obtaining a Preliminary Approval Order, including: (i) a notice and memorandum in support of the motion for preliminary approval that includes an analysis of the Settlement and a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2); (ii) a proposed order granting preliminary settlement approval and approving the proposed Class Notice; (iii) a signed declaration from the Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class 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 Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, Defendant, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve as the Class Representative, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) signed declarations from Class Counsel attesting to competency to represent Class Members; transmission to the LWDA of all necessary PAGA documents (Plaintiff's PAGA Notice [Lab. Code section 2699.3(a)], the

Operative Complaint [Lab. Code section 2699(s)(1)], and this Agreement [Lab. Code section 2699(s)(2)]; and (vi) all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator.

6.2. Responsibilities of Counsel. Class Counsel is responsible for obtaining a prompt hearing date for the motion for preliminary approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the motion for preliminary approval. Class Counsel is responsible for delivering the Preliminary Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Court does not grant preliminary approval outright, or conditions a preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel shall 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.

6.4. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement or Settlement, directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity. Notwithstanding the foregoing, nothing in this Paragraph is intended to prohibit: (i) Plaintiff from disclosing the Settlement with his immediate family members, attorneys, tax advisors, or taxing authorities; (ii) Class Counsel from disclosing the Settlement to tax advisors or taxing authorities; (iii) Class Counsel from meeting any ethical and fiduciary duties owed to Plaintiff or other Class Members; (iv) Class Counsel from communicating with Plaintiff or providing Plaintiff with legal representation; or (v) Class Counsel from making a limited disclosure to the Court and the LWDA for purposes of obtaining settlement approval or enforcing the Settlement.

1 **7. SETTLEMENT ADMINISTRATION.**

2 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
3 Administrator and have verified that, as a condition of appointment, the Administrator
4 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified
5 in this Agreement in exchange for the Administration Expenses Payment. The Parties
6 and their respective counsel represent that they have no interest or relationship, financial
7 or otherwise, with the Administrator, other than a professional relationship arising out of
8 prior experiences administering settlements.

9 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
10 Identification Number for purposes of calculating payroll tax withholdings and providing
11 reports to state and federal tax authorities.

12 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
13 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
14 section 468B-1, 26 C.F.R. sections 1.468B-1, *et seq.*

15 7.4. Notice to Class Members.

16 7.4.1. No later than three (3) business days after receipt of the Class Data, the
17 Administrator shall notify Class Counsel that the list has been received and state
18 the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
19 Pay Periods contained in the Class Data.

20 7.4.2. Using its best efforts to perform as soon as possible, and in no event later than
21 fourteen (14) calendar days after receiving the Class Data, the Administrator shall
22 send to all Class Members identified in the Class Data, via first-class USPS mail,
23 the following, with an accurate Spanish translation thereof the Class Notice, in
24 the form, without material variation, attached hereto as **Exhibit A**. The Class
25 Notice shall prominently estimate the dollar amounts of any Individual Class
26 Payment and/or Individual PAGA Payment payable to the Class Member, and
27 the number of any Workweeks and PAGA Pay Periods used to calculate these
28

amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and shall re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notices to Class Members whose Class Notice is returned as undelivered by the USPS a second time.

7.4.4. For all Class Members whose initial Class Notice is re-mailed, the deadline for submitting Objection Forms, Workweek and/or PAGA Pay Period challenges, and Request for Exclusion Forms shall be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice. The Administrator shall inform the Class Member of the extended Response Deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via e-mail or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the Response Deadline, whichever date is later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement

1 may opt-out by sending the Administrator a Request for Exclusion, which
2 reasonably communicates the Class Member's desire to opt-out of the Settlement
3 and includes the Class Member's full name, current mailing address, last four
4 digits of their Social Security Number (for verification of identity purposes and
5 for the Administrator to contact the individual, if necessary, to clarify his or her
6 Request for Exclusion), and identifies the Action as *Daniel Roberto Ortega v.*
7 *Sutter Home Winery, Inc.* (Napa County Case No. 25CV000461). The Request
8 for Exclusion must be signed and dated by the Class Member or his/her legal
9 representative. To be timely, a Request for Exclusion must be emailed or mailed,
10 and transmitted or postmarked by the Response Deadline.

11 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
12 fails to contain all the information specified in the Class Notice. The
13 Administrator shall accept any Request for Exclusion as valid if the
14 Administrator can reasonably ascertain the identity of the person as a Class
15 Member and the Class Member's desire to be excluded. The Administrator's
16 determination shall be final and not appealable or otherwise susceptible to
17 challenge. If the Administrator has reason to question the authenticity of a
18 Request for Exclusion, the Administrator may demand additional proof of the
19 Class Member's identity.

20 7.5.3. Every Class Member who does not submit a timely and valid Request for
21 Exclusion shall be deemed to be a Participating Class Member under this
22 Agreement, entitled to all benefits and bound by all terms and conditions of the
23 Settlement, including the Released Class Claims under Paragraph 5.2 above,
24 regardless of whether the Participating Class Member actually receives the Class
25 Notice or objects to the Settlement.

26 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion shall
27 be deemed a Non-Participating Class Member and not entitled to an Individual
28

1 Class Payment or have the right to object to the class action components of the
2 Settlement.

3 7.5.5. Because future PAGA claims are subject to claim preclusion upon entry of the
4 Final Approval Order and Judgment, Non-Participating Class Members who are
5 Aggrieved Employees are subject to and bound by the Released PAGA Claims
6 identified in Paragraph 5.3 above and shall receive an Individual PAGA Payment.

7 7.6. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion exceeds
8 5% of the total of all Class Members, Defendant may, but is not obligated, elect to
9 withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the
10 Settlement shall be void ab initio, have no force or effect whatsoever, and that neither
11 Party will have any further obligation to perform under this Agreement; provided,
12 however, Defendant will remain responsible for paying all Settlement Administration
13 Expenses incurred to that point. Defendant must notify Class Counsel and the Court of
14 its election to withdraw not later than fourteen (14) calendar days after the deadline to
15 opt-out has expired.

16 7.7. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member
17 shall have the opportunity to challenge the number of Workweeks and PAGA Pay
18 Periods allocated to that Class Member as reported in the Class Notice. The Class
19 Member may challenge the allocation by communicating with the Administrator. Any
20 challenges must be emailed or mailed, and transmitted or postmarked by the Response
21 Deadline. The Administrator must encourage the challenging Class Member to submit
22 supporting documentation. In the absence of any contrary documentation, the
23 Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods
24 reported in the Class Notice are correct so long as they are consistent with the Class Data.
25 The Administrator's determination of each Class Member's allocation of Workweeks
26 and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to
27 challenge. The Administrator shall promptly provide copies of all challenges to the
28

calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel as well as the Administrator's determination regarding the challenges.

7.8. Objections to Settlement.

7.8.1. Participating Class Members may object to the class action components of the Settlement, including, without limitation, contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and/or Class Representative Enhancement Award.

7.8.2. Participating Class Members may object by sending the Administrator a written Objection, which reasonably communicates the Class Member's basis for objecting and includes the Class Member's full name, current mailing address, last four digits of their Social Security Number (for verification of identity purposes and for the Administrator to contact the individual, if necessary, to clarify his or her Objection), and identifies the Action as *Daniel Roberto Ortega v. Sutter Home Winery, Inc.* (Napa County Case No. 25CV000461). The written Objection must also be signed and dated by the Class Member or his/her legal representative. To be valid, the written Objection must be timely emailed or mailed, and transmitted or postmarked by the Response Deadline.

7.8.3. In the alternative and/or in addition to submitting a written objection, Participating Class Members may appear, either personally or through an attorney at their own costs, in Court to present verbal objections at the Final Approval Hearing. It is not required that an objecting party, either personally or through counsel, appear at the Final Approval Hearing for any written Objection by that party to be considered.

7.8.4. If the Final Approval Hearing is continued to another date or time, the Administrator will give notice to any Participating Class Member who submitted an Objection.

7.8.5. Non-Participating Class Members have no right to object to any of the class action

components of the Settlement.

7.9. 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.

7.9.1. Website, Toll-Free Number and Email. The Administrator will establish, maintain, and monitor a toll-free telephone number and email address to receive Class Member inquiries and use an internet website to post information of interest to Class Members, including the date, time, and location for the Final Approval Hearing and how to obtain copies of the Settlement, motion for preliminary approval, the Preliminary Approval Order, the Class Notice, motion for final approval, and the Final Approval Order and Judgment.

7.9.2. Requests for Exclusion, Exclusion List, and Objections. The Administrator shall promptly review, on a rolling basis, Requests for Exclusion and written Objections to ascertain their validity and timeliness. No later than five (5) business days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have submitted valid and timely Requests for Exclusion (the “Exclusion List”) or written Objections; (b) the names of Class Members who have submitted invalid and/or untimely Requests for Exclusion or written Objections; and (c) copies of all Requests for Exclusion or written Objections submitted (whether valid or invalid, timely or untimely) with Class Members’ address, social security number, and any contact information redacted.

7.9.3. Weekly Reports. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed, re-mailed, or returned undelivered; Requests for Exclusion (whether valid or invalid, timely or untimely) received; written Objections received (whether valid or invalid, timely or untimely); challenges to Workweeks and/or PAGA Pay Periods received and/or resolved; and checks

1 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
2 Reports”). The Weekly Reports must include the Administrator’s assessment of
3 Requests for Exclusion, written Objections, and challenges to Workweek and/or
4 PAGA Pay Periods.

5 7.9.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the
6 authority to address and make final decisions, consistent with the terms of this
7 Agreement, regarding any Class Member challenges to the calculation of
8 Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be
9 final and not appealable or otherwise susceptible to challenge.

10 7.9.5. Administrator’s Declaration. No later than fourteen (14) calendar days before the
11 date by which Plaintiff is required to file the motion for final approval of the
12 Settlement, the Administrator shall provide to Class Counsel and Defense
13 Counsel a signed declaration suitable for filing in Court, attesting to its due
14 diligence and compliance with all of its obligations under this Agreement,
15 including, without limitation, its mailing of the Class Notice, the Class Notices
16 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class
17 Members, the Response Deadline and any extended deadline for re-mailed Class
18 Notices, the total number of Requests for Exclusion Forms received (both valid
19 or invalid, timely or untimely), and the number of Objection Forms (both valid
20 or invalid, timely or untimely). The Administrator will supplement its declaration
21 as needed or requested by the Parties and/or the Court. Class Counsel is
22 responsible for filing the Administrator’s declaration(s) in Court.

23 7.9.6. Final Report by Settlement Administrator. Within ten (10) business days after the
24 Administrator disburses all funds in the Gross Settlement Amount, the
25 Administrator shall provide Class Counsel and Defense Counsel with a final
26 report detailing its disbursements by employee identification number only of all
27 payments made under this Agreement. At least fourteen (14) calendar days before
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any deadline set by the Court, the Administrator shall prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

The Gross Settlement Amount was negotiated based on Defendant's representation that there are approximately 144,000 Workweeks during the Class Period. If the actual number of Workweeks in the Class Period is 158,400 or more during the Class Period (i.e., more than 10% greater than Defendant's representation of 144,000), the Gross Settlement Amount shall be increased by the percentage that the actual number of Workweeks exceeds 158,400. However, should the actual number of Workweeks exceed 158,400 and Plaintiff elects to enforce the escalator clause, Defendant will have the right, in the exercise of its sole discretion, to limit the Class Period to the time at which the number of Workweeks reaches 158,400, in which case Defendant will not be required to increase the Gross Settlement Amount. If Defendant exercises the option to cut off the Class Period, Defendant agrees to inform Plaintiff and Plaintiff's Counsel of the Class Period cutoff date before the hearing on preliminary approval of the Settlement.

9. MOTION FOR FINAL APPROVAL.

9.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a notice and motion for final approval of the Settlement that includes a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2) and a proposed order granting final approval and judgment. Class Counsel and Defense Counsel will expeditiously meet and confer, in person or by telephone, and in good faith, to resolve any disagreements concerning the motion for final approval. Class Counsel is responsible for timely delivering the Final Approval Order and Judgment to the Administrator and LWDA.

9.2. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in

1 Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise
2 ordered or accepted by the Court.

3 9.3. Duty to Cooperate. If the Court does not grant settlement approval outright, or if the Court
4 conditions approval on any material change to the Settlement, the Parties agree to
5 expeditiously work together, and in good faith, to modify the terms of the Settlement
6 and/or otherwise address the Court's concerns. The Court's decision to award less than
7 the amounts requested for the Class Representative Enhancement Award, Class Counsel
8 Fees Payment, Class Counsel Litigation Costs Payment, and/or Administration Expenses
9 Payment shall not constitute a material modification to the Agreement within the meaning
10 of this Paragraph.

11 9.4. Enforceability and Continuing Jurisdiction of the Court. The Parties agree that this
12 Agreement will be final, binding, and enforceable pursuant to California Code of Civil
13 Procedure section 664.6. The Parties further agree that the Napa County Superior Court
14 will have continuing jurisdiction over the Parties, the Action, this Agreement, and the
15 Settlement, including following any entry of Judgment for purposes of enforcement,
16 interpretation, settlement administration, and any post-Judgment issues that arise. The
17 prevailing party in any litigation for enforcement of settlement shall be entitled to
18 reasonable attorneys' fees and litigation costs as determined by the Court.

19 9.5. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is
20 consistent with the terms and conditions of this Agreement, the Parties, their respective
21 counsel, and all Participating Class Members waive all rights to appeal from the Final
22 Approval Order and Judgment, including all rights to post-Judgment and appellate
23 proceedings, the right to file motions to vacate judgment, motions for new trial,
24 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
25 right to oppose such motions, writs, or appeals. If an objector appeals the Final Approval
26 Order and Judgment, the Parties' obligations to perform under this Agreement will be
27 suspended until such time as the appeal is finally resolved and Judgment becomes final,
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except as to matters that do not affect the Net Settlement Amount.

9.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together, and in good faith, to address the appellate court's concerns and to obtain final approval of the Settlement and entry of Judgment, sharing, on a 50/50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award or any payments to Class Counsel shall not constitute a material modification of Judgment within the meaning of this Paragraph, so long as the Gross Settlement Amount is not reduced.

9.7. Amended Judgment. If any amended judgment is required under California Code of Civil Procedure section 384, the Parties will work together, and in good faith, to jointly prepare and submit a proposed amended judgment.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Settlement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action, Operative Complaint, or PAGA Notice have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's affirmative defenses in the Action have any merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant preliminary and/or final approval of the Settlement, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons and reserves all available defenses to the claims in the Action, and Plaintiff

1 reserves the right to move for class certification on any grounds available and to contest
2 Defendant's affirmative defenses. The Settlement, this Agreement, and the Parties'
3 willingness to settle the Action will have no bearing on, and will not be admissible in
4 connection with, any litigation (except for proceedings to enforce or effectuate the
5 Settlement and this Agreement).

6 10.2. No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees, if any, will not solicit any Class Member to opt out of or object to the
8 Settlement or appeal from the Final Approval Order and Judgment. Nothing in this
9 Paragraph shall be construed to restrict Class Counsel's ability to communicate with
10 Class Members in accordance with any ethical and fiduciary obligations owed to Class
11 Members.

12 10.3. Integrated Agreement. Upon execution by all Parties and their respective counsel, this
13 Agreement, together with its attached exhibits, shall constitute the entire agreement
14 between the Parties relating to the alleged class and PAGA claims in the Action,
15 superseding any and all oral representations, warranties, covenants, or inducements made
16 to or by any Party.

17 10.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
18 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
19 appropriate action required or permitted to be taken by such Parties pursuant to the
20 Settlement to effectuate its terms, and to execute any other documents reasonably
21 required to effectuate the terms of Settlement, including any amendments to this
22 Agreement.

23 10.5. Cooperation. The Parties and their respective counsel will cooperate with each other and
24 use their best efforts, and in good faith, to implement the Settlement by, among other
25 things, modifying this Agreement and/or submitting supplemental evidence and
26 supplemental points and authorities as requested by the Court. In the event the Parties are
27 unable to agree upon the form or content of any document necessary to implement the
28

1 Settlement, or on any modification of the Agreement that may become necessary to
2 implement the Settlement, the Parties will seek the assistance of the mediator and/or the
3 Court for resolution.

4 10.6. No Prior Assignments. The Parties separately represent and warrant that they have not,
5 directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
6 or encumber to any person or entity any portion of any liability, claim, demand, action,
7 cause of action, or right released and discharged by the Parties in this Settlement.

8 10.7. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are
9 providing any advice regarding taxes or taxability, nor shall anything in this Settlement
10 be relied upon as such within the meaning of United States Treasury Department Circular
11 230 (31 CFR Part 10, as amended) or otherwise.

12 10.8. Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed, or waived only by an express written instrument signed by all Parties
14 and their legal representatives, and as approved by the Court.

15 10.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
16 the benefit of, the successors of each of the Parties.

17 10.10. Applicable Law. The Parties agree that this Agreement will be governed by and
18 interpreted according to the laws of the State of California, without regard to conflict of
19 law principles.

20 10.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
21 this Agreement, and therefore, the Agreement will not be construed against any Party on
22 the basis that the Party was a drafter and participated in the preparation of this Agreement.

23 10.12. Confidentiality. To the extent permitted by law, all agreements made and orders entered
24 during the Action and in this Agreement relating to the confidentiality of information
25 shall survive the execution of this Agreement.

26 10.13. Use of Class Data. Information provided to Class Counsel pursuant to California
27 Evidence Code section 1152 and all copies and summaries of the Class Data provided to
28

Class Counsel by Defendant or Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement may be used only with respect to the Action and the 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 date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

10.14. 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.

10.15. Calendar Days. Unless otherwise noted, all references 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 legal court holiday, such date or deadline shall be on the first business day thereafter.

10.16. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by USPS mail, or the day sent by e-mail or personal delivery, addressed as follows:

To Plaintiff:

Kane Moon | E-mail: kmoon@moonlawgroup.com
 Allen Feghali | E-mail: afeghali@moonlawgroup.com
 S. Phillip Song | E-mail: psong@moonlawgroup.com
 Micaela de Guzman | E-mail: mdeguzman@moonlawgroup.com
MOON LAW GROUP, PC
 725 S. Figueroa Street, Suite 3100
 Los Angeles, California 90017

To Defendant:

Patrick S. Moody | E-mail: pmoody@theemployerslawfirm.com
Catherine M. Houlihan | E-mail: choulihan@theemployerslawfirm.com
BARSAMIAN & MOODY, A Professional Corporation
1141 West Shaw Avenue, Suite 104
Fresno, California 93711

10.17. Severability. The Parties agree if any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of this Agreement. The legality of the Settlement and the remaining provisions will not be affected by a finding that any provision of this Agreement is illegal, invalid, or unenforceable.

10.18. Advice of Counsel. The Parties to this Agreement are represented by competent counsel and have had an opportunity to consult with said counsel. The Parties further agree that this Agreement reflects a good faith compromise of claims raised in the Action based upon their independent assessment of the mutual risks regarding the strengths and weaknesses of the claims and the inherent costs and delay that would be involved in continued litigation.

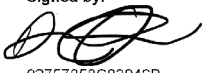
10.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and electronic signatures (e.g., DocuSign, Adobe) for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument 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.

10.20. Stay of Litigation. The Parties agree to stay the Action upon the full execution of this Agreement. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that the date to bring a case to trial under California Code of Civil Procedure section 583.310 will be extended for the duration of the settlement approval process.

1 **AGREED AND UNDERSTOOD BY:**

2 **Plaintiff & Class Representative:**

3
4 Dated: 7/23/2026

Signed by:

92757858C83946B...
By: _____
Daniel Roberto Ortega

5
6 **Defendant & Defendant's Representative:**

7
8 Dated: 08/06/2026

Robert Torkelson
By: Robert Torkelson (Aug 6, 2026 12:13:35 PDT)
Name: Robert Torkelson
Title: President and CEO

*On behalf of Defendant Sutter Home Winery, Inc. dba
Trinchero Family Estates*

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Daniel Roberto Ortega v. Sutter Home Winery, Inc. dba Trinchero Family Estates, Napa County Superior Court, Case No. 25CV000461* ("Action"), Plaintiff Daniel Roberto Ortega ("Plaintiff") alleges Defendant Sutter Home Winery, Inc. dba Trinchero Family Estates ("Defendant") violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement ("Settlement"), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendant's records as a Class Member and/or Aggrieved Employee.

"Class" means all current and former hourly-paid or non-exempt employees of Defendant in California employed from February 26, 2021, through February 27, 2026 ("Class Period").

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendant in California employed from February 23, 2024, through February 27, 2026 ("PAGA Period").

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant's records reflect that you are a Class Member and/or Aggrieved Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects

Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendant denies these allegations and maintains it fully complied with all applicable laws, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination or resignation, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq.*, and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of \$1,190,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment for reimbursement of the Administrator's reasonable fees and expenses of \$17,000.00;
- A Class Representative Service Payment not to exceed \$7,500.00 to Class Representative for his services in support of the Action and General Release;
- PAGA Penalties in the amount of \$50,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action in the amount of \$30,000.00; and
- A Class Counsel Fees Payment not to exceed 1/3 (i.e., \$396,666.67) of the Gross Settlement Amount to

Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the "Net Settlement Amount." The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least one day during the Class Period ("Workweeks");
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [WORKWEEKS] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$[AMOUNT]. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, sixty-five percent (65%) (\$32,500.00) shall be paid to the California Labor and Workforce Development Agency ("LWDA PAGA Payment"), and thirty-five percent (35%) (\$17,500.00) (the "Individual PAGA Payment") shall be paid on a pro rata basis to Aggrieved Employees, calculated as follows:

1. The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant during the PAGA Period ("PAGA Pay Periods");
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [PAGA PAY PERIODS] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$[AMOUNT]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator ("Challenge"). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Daniel Roberto Ortega v. Sutter Home Winery, Inc. dba Trinchero Family Estates*, Napa County Superior Court, Case No. 25CV000461); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before [RESPONSE DEADLINE] and returned to the Administrator at the following address:

[ADMINISTRATOR NAME]
[ADDRESS]
[PHONE] | [EMAIL]

For tax purposes, 20% of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and the remaining 80% will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS Form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Farmworker Foundation. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means Defendant Sutter Home Winery, Inc. dba Trinchero Family Estates and each of its past, present and future subsidiaries, parents, affiliated and related entities, corporations and companies, divisions, successors, predecessors or assigns; and its past, present, and future officers, directors, shareholders, members, partners, agents, insurers, employees, advisors, attorneys, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns.

Release by Participating Class Members: All Class Members who do not timely opt out of the Settlement will release the Released Parties from all causes of action and claims that were alleged in the operative First Amended Class Action Complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative First Amended Class Action Complaint during the Class Period, including all of the following claims for relief: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; and (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative First Amended Class Action Complaint during the Class Period (collectively, the "Released Class Claims").

The definition of "Released Class Claims" for the Class Members shall expressly exclude all claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, all claims while classified as exempt, or all claims based on facts occurring outside of the Class Period.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, Aggrieved Employees will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

Plaintiff, the LWDA, and all Aggrieved Employees will release the Released Parties from all causes of action and claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the operative First Amended Class Action Complaint in the Action and/or Plaintiff's PAGA notice letter or reasonably could have been alleged based on the facts and legal theories contained in the operative First Amended Class Action Complaint in the Action and/or Plaintiff's PAGA notice letter, during the PAGA Period, including claims for civil penalties based on the following: (i) failure to pay all regular rate wages, minimum wages, straight time wages, overtime, and double time wages due; (ii) failure to provide compliant meal periods; (iii) failure to provide compliant rest breaks; (iv) failure to timely pay wages during employment; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to reimburse or indemnify necessary business expenses; (viii) failure to maintain records in accordance with Labor Code section 1174.5; and/or (ix) claims, causes of action or legal theories of relief seeking civil penalties under the California Labor Code Private Attorneys General Act of 2004 based on the PAGA Period facts pleaded in the operative First Amended Class Action Complaint and underlying LWDA exhaustion letter, including but not limited to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and 2802 (collectively, the "Released PAGA Claims").

The Released PAGA Claims include only claims for penalties under PAGA that arose during the PAGA Period.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Daniel Roberto Ortega v. Sutter Home Winery, Inc. dba Trinchero Family Estates*, Napa County Superior Court, Case No. 25CV000461); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the **[RESPONSE DEADLINE]**. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator timely receives your Request for Exclusion. **Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Daniel Roberto Ortega v. Sutter Home Winery, Inc. dba Trinchero Family Estates*, Napa County Superior Court, Case No. 25CV000461); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the **[RESPONSE DEADLINE]**. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on **[DATE]** at **[TIME]** a.m./p.m. in the Superior Court of the State of California, County of Napa, Department B, located at 825 Brown Street, Napa, California 94559. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: **[ADMINISTRATOR WEBSITE]**. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
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Facsimile: (559) 248-2370

The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you

have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at [[ADMINISTRATOR WEBSITE](#)], or contact Class Counsel at the address or telephone number provided in Section 9, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Daniel Roberto Ortega v. Sutter Home Winery, Inc. dba Trinchero Family Estates*, Napa County Superior Court, Case No. 25CV000461.

Full Name (Printed)

Address

City

State and Zip Code

Telephone Number

Signature

[Note: (1) This Request for Exclusion Form *does not* exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form *must* be mailed to the following physical address of the Administrator on or before [RESPONSE DEADLINE]]:

[ADMINISTRATOR NAME]

[ADDRESS]

[PHONE] | [EMAIL]