

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Ignacio Moreno (“Plaintiff”) on the one hand and Defendants Domaine Chandon, Inc. (“Chandon”) and Newton Vineyard LLC (“Newton”) (collectively “Defendants”) on the other. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Moreno v. Domaine Chandon, Inc., et al.*, Case No. 22CV001128, initiated on September 27, 2022 and pending in Superior Court of the State of California, County of Napa.
- 1.2. “Administrator” means ILYM Group, Inc., 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 Gross 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 Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by either Domaine Chandon, Inc. and/or Newton Vineyards LLC in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by either Domaine Chandon, Inc. and/or Newton Vineyards LLC in the State of California as a non-exempt hourly employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the

Action.

- 1.8. “Class Data” means Class Member and Aggrieved Employee identifying information in Defendants’ possession including each Class Member’s and Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of Workweeks and 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).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member and Aggrieved Employee 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 and/or Aggrieved Employees by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from September 27, 2018 to the earlier of preliminary approval or November 3, 2023.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Class Representative as compensation for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for agreeing to a general release of all claims.
- 1.16. “Court” means the Superior Court of California, County of Napa.
- 1.17. “Defendants” means Domaine Chandon, Inc. and Newton Vineyard LLC.

- 1.18. “Defense Counsel” means Emilie C. Woodhead and Zarouhi Papazyan of Winston & Strawn LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if there is an appeal of the Court’s judgment, the date the order and judgment approving the Settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the order approving the settlement and/or entry of judgment.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants.
- 1.23. “Individual Class Payment” means the Participating Class Members’ pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval

substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee performed work for either Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from July 11, 2021 to the earlier of preliminary approval or November 3, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the July 11, 2022 letter submitted by Class Counsel on behalf of Plaintiff and the Aggrieved Employees to the LWDA, with a copy sent to Defendants via U.S. Certified Mail, pursuant to California Labor Code section 2699.3, in which Plaintiff provided notice of the specific provisions of the California Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties of \$40,000 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000) and the 75% to LWDA (\$30,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Ignacio Moreno, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

1.38. “Released Class Claims” means all claims and/or causes of action, whether known or unknown, arising or accruing at any point during the Class Period that were asserted in the Operative Complaint or PAGA Notice or that could have reasonably been asserted in the Operative Complaint or PAGA Notice against Defendants or any Released Parties based on the facts and/or legal allegations alleged in the Operative Complaint or PAGA Notice, including claims for violation(s) of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC Wage Orders, California Business & Professions Code sections 17200 *et seq.*, California Code of Regulations, Title 8, Sections 11040 and 1070, and any and all claims for attorneys’ fees and costs and statutory interest associated with the aforementioned claims. This includes but is not limited to claims for: minimum wage, straight time, overtime, premium pay; meal or rest period premiums or penalties, including the calculation or miscalculation of any of the foregoing; failure to pay for all hours worked, including but not limited to alleged off-the-clock work; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to provide sick leave and/or miscalculation of the same; failure to provide reporting time pay and/or miscalculation of the same; failure to pay for split shifts and/or miscalculation of the same; failure to provide suitable seating; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements and to maintain records; failure to reimburse business expenses; unfair business practices; statutory penalties, waiting time penalties, liquidated damages, interest, punitive damages, costs attorneys’ fees, injunctive relief and declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to statutory remedy. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. Plaintiff’s individual claims alleged in the wrongful termination lawsuit entitled, *Moreno v. Domaine Chandon Inc.*, Napa County Case No22CV001394, are also expressly excluded from the Released Class Claims.

1.39. “Released PAGA Claims” means all claims and/or causes of action for PAGA penalties, whether known or unknown, that any Aggrieved Employee or the LWDA had, now has, has asserted, or may hereafter assert against Defendants or any Released Parties that are based on, or reasonably arise from, the factual allegations in the Operative Complaint or the PAGA Notice or during the PAGA Period, including PAGA claims for violation(s) of California Labor Code sections 201, 202, 203, 204,

210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC Wage Orders, California Code of Regulations, Title 8, Sections 11040 and 1070, and any and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. The Released PAGA Claims do not include other PAGA claims (other than those listed in this Section 1.38), underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period. Plaintiff's individual claims alleged in the wrongful termination lawsuit entitled, *Moreno v. Domaine Chandon Inc.*, Napa County Case No. 22CV001394, are also expressly excluded from the Released PAGA Claims.

1.40. "Released Parties" means: Defendants; their parent or subsidiary corporations; each of their present, former, or future owners, officers, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; any and all agents, legal representatives and/or attorneys of all of the foregoing entities and individuals and any entities that Plaintiff, and/or any Class Member or Aggrieved Employee may assert are joint employers with Defendants.

1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit Objections to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.44. "Workweek" means any week during the Class Period in which a Class Member performed work for either Defendant for at least one day.

2. RECITALS

2.1. On September 27, 2022, Plaintiff commenced this Action by filing a Complaint against Defendants in the Superior Court of the State of California, County of Napa. Plaintiff's Complaint asserts claims that Defendants:

- (a) Violated California Business and Professions Code § 17200 *et seq.*;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194,

- 1197, and 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
 - (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and
 - (i) Failed to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

On December 6, 2022, Plaintiff filed a Representative Action Complaint against Defendants in the Superior Court of the State of California, County of Napa asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* ("PAGA"), Case No. 37-2021-00011774-CU-OE-CTL (hereinafter "PAGA Action").

2.2. On January 19, 2024, Plaintiff filed a First Amended Consolidated Class and Representative Action Complaint, which consolidated the claims alleged in this Action and the separately filed PAGA Action.

2.3. The First Amended Consolidated Class and Representative Action Complaint is the operative complaint in the Action (hereinafter "Operative Complaint").

2.4. The Parties agree that Defendants shall maintain any and all affirmative defenses but shall not be required to file an Answer or other responsive pleading to the Operative Complaint; and Plaintiff will not argue that, by not responding, Defendants waived any rights or are subject to default judgment.

2.5. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged in the Operative Complaint.

2.6. On August 3, 2023, the Parties participated in an all-day mediation before Lou Marlin, a respected mediator of wage and hour representative and class actions, which led to this Agreement to settle the Action and PAGA Action. On the date of the mediation, the Parties memorialized their agreement in the form of a Memorandum of Understanding (hereinafter "MOU"). This Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between the Parties regarding the settlement of the Action and PAGA Action.

2.7. Prior to mediation, Plaintiff obtained, through informal discovery: (a) Defendants' workplace policies and procedures relevant to the claims asserted in the Action and PAGA Action and (b) data regarding the Class Members and Aggrieved Employees to conduct an exposure analysis (including an estimate of the number of Class Members and Aggrieved Employees (current and terminated); an estimate of the number of workweeks and pay periods through the date of mediation; an estimate of the percentage of the Class Members that signed arbitration agreements with class action waivers; and a 10% sample of the Class Members and Aggrieved Employees' time data and corresponding pay records). 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*").

2.8. 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. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$800,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff: Class Representative Service Payment of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using an IRS Form 1099. Plaintiff assumes full responsibility and liability for any employee taxes owed on the Class Representative Service Payment.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$266,666, and a Class Counsel Litigation Expenses Payment of not more than \$24,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class 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 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$13,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$13,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$40,000 to be paid from the Gross Settlement Amount, with 75% (\$30,000) allocated to the LWDA PAGA Payment and 25% (\$10,000) allocated to the Individual PAGA Payments.
- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$10,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. 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.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by

all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

- i. Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendants estimate that, as of the date of the Parties' August 3, 2023 mediation, (1) there were approximately 422 Class Members who collectively worked a total of approximately 25,000 Workweeks and 2) there were approximately 237 Aggrieved Employees who worked a total of approximately 11,121 PAGA Pay Periods.
- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence (including by not sharing it with Class Counsel), use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class 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 Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share

of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members or Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks to Class Members and/or Aggrieved Employees, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member and Aggrieved Employee Address Search for all other Class Members and Aggrieved Employees whose checks are returned undelivered without a 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member and/or Aggrieved Employee whose original check was lost or misplaced, or as requested by the Class Member prior to the void date.
- 5.4. For any Class Member and/or Aggrieved Employee whose Individual Class Payment check or 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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.

6. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences – known or unknown – that occurred through the last day of the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for wrongful termination, vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or Plaintiff's individual claims alleged in the wrongful termination lawsuit entitled *Moreno v. Domaine Chandon Inc.*, Napa County Case No. 22CV001394 or based on occurrences outside the Class Period.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, 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.

The Parties agree that Plaintiff's general release does not include and Plaintiff does not release any of the claims asserted in *Moreno v. Domaine Chandon, Inc.*, et al., Case No. 22CV001394 currently pending in Napa County Superior Court.

- 6.2. Release by Participating Class Members. 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 the Released Class Claims.
- 6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released PAGA Claims.
7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.
- 7.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) 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 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 or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; 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)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of

the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class 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 Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. 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.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. 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.

8.4. Notice to Class Members.

- (a) No later than seven (7) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice (with Spanish translation, if applicable) substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 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 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 Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, 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 Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, 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 email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for

Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
 - (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 and 6.3 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
 - (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.
- 8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each

Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. 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.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain 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 copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names

and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements (by employee identification number only) of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** The Gross Settlement Amount is based on Defendants' estimate that as of the date of the Parties' August 3, 2023 mediation, the Class Members worked a total of approximately 25,000 workweeks. Should the qualifying workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., if the workweeks exceed 27,500) of the estimate stated herein in paragraph 4.1, Defendants, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of Workweeks reaches 27,500, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Workweeks worked by the Class Members above the 10% (i.e., if there was 11% increase in the number of eligible workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1%).
- 10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendants must notify Class Counsel and the Court of their election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. 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 Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. 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 under C.C.P. section 664.6 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.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the 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 in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be

intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Court has not yet granted class certification. 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 Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' 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).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, 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 and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

- 13.6. 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.
- 13.7. 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.
- 13.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, 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.
- 13.9. 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. 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.
- 13.12. 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.
- 13.13. 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.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants 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 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 Defendants.

- 13.15. 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.
- 13.16. 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.
- 13.17. 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 Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail(s): norm@bamlawca.com
kyle@bamlawca.com

To Defendants:

Emilie C. Woodhead
Zarouhi Papazyan
Winston & Strawn LLP
333 S. Grand Ave., 38th Floor
Los Angeles, CA 90071-1543
Tel.: (213) 615-1700
Fax: (213) 615-1750
E-Mail(s): ewoodhead@winston.com
zpapazyan@winston.com

13.18. 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.

13.19. 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 that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on August 3, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel, and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

[signatures on following page]

IN WITNESS THEREOF, the Parties and their counsel hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

Dated: May 29, 2024



Ignacio. Moreno (May 29, 2024 19:43 PDT)

By: Plaintiff Ignacio Moreno

DOMAINE CHANDON, INC.

Dated: _____

By: _____
Its: _____

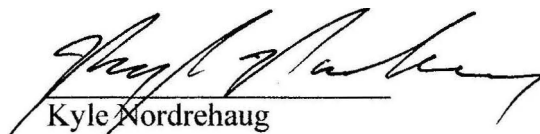
NEWTON VINEYARD LLC

Dated: _____

By: _____
Its: _____

APPROVED AS TO FORM:

Dated: 7/1/24



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

By: Emilie C. Woodhead
Winston & Strawn LLP
Attorney for Defendants

IN WITNESS THEREOF, the Parties and their counsel hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

Dated: _____

By: Plaintiff Ignacio Moreno

DOMAINE CHANDON, INC.

Dated: juin 28, 2024

Stephane De Meurville

By: Stephane De Meurville

Its: Chandon General Manager

NEWTON VINEYARD LLC

Dated: June 28, 2024

Marco Fernandez

By: Marco Fernandez

Its: CFO

APPROVED AS TO FORM:

Dated: _____

By: Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: June 28, 2024

Emilie C. Woodhead

By: Emilie C. Woodhead
Winston & Strawn LLP
Attorney for Defendants

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Moreno v. Domaine Chandon, Inc.,
Superior Court of the State of California, County of Napa, Case No. 22CV001128

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Domaine Chandon, Inc. (“Chandon”) and Newton Vineyard LLC (“Newton”) (collectively “Defendants”) for alleged wage and hour violations. The Action was filed by a former employee of Chandon, Ignacio Moreno (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all non-exempt/hourly employees who worked for Defendants in the State of California at any time during the Class Period (i.e., September 27, 2018 through November 3, 2023) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt/hourly employees who worked for Defendants in the State of California at any time during the PAGA Period (i.e., July 11, 2021 through November 3, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your Individual PAGA Payment is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on various factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the applicable PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have

carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for either Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendants as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims.
Participating Class Members Can Object to the Class	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will

Settlement Written Objections Must be Submitted by the Response Deadline _____	include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Napa County Superior Court, in Department ____ before Judge _____. This hearing may be rescheduled as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice.

1. What is this lawsuit about?

Plaintiff is a former employee of Chandon. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods or compensation in lieu thereof, failing to provide required rest periods or compensation in lieu thereof, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due; failing to provide sick leave and/or pay, and engaging in unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA. The First Amended Consolidated Class and Representative Action Complaint, filed January 19, 2024, is the Operative Complaint in the Action.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the lawsuit by negotiating an end to the Action by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the lawsuit and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the important terms of the proposed Settlement?

Gross Settlement Amount. Defendants have agreed to pay a **Gross Settlement Amount of Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) (the “Gross Settlement Amount”)** to fund the settlement of the Action. Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Counsel’s Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount not more than fourteen days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court’s Judgment can no longer be appealed, or a later date if a Participating Class Member files an appeal.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator of the Settlement, estimated not to exceed \$13,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorney’s Fees and Costs.** Payment to Class Counsel of reasonable attorney’s fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$266,666, and an additional amount to reimburse actual litigation costs incurred by Class Counsel not to exceed \$24,000. Class Counsel has been prosecuting the Action on behalf

of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The attorney's fees and litigation costs amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing. The attorneys' fees awarded shall be allocated 75% to Blumenthal Nordrehaug Bhowmik De Blouw and 25% to the Tran Firm.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$40,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Net Settlement Distributed to Class Members. After making the above deductions in the amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount ("Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. The Net Settlement Amount is estimated to be at least \$_____.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment. The Administrator's contact information is in Section 8.

Tax Matters. Plaintiff and Defendants are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void; Defendants will not pay any money; and Class Members and Aggrieved Employees will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member where the funds may be claimed.

Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member/Aggrieved Employee challenges over Workweeks/Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, 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 (defined below) from the Released Class Claims. The "Released Class Claims" are all claims and/or causes of action, whether known or unknown, arising or accruing at any point during the Class Period that were asserted in the Operative Complaint or PAGA Notice or that could have reasonably been asserted in the Operative Complaint or PAGA Notice against Defendants or any Released Parties based on the facts and/or legal allegations alleged in the Operative Complaint or PAGA Notice, including claims for violation(s) of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC Wage Orders, California Business & Professions Code sections 17200 *et seq.*, California Code of Regulations, Title 8, Sections 11040 and 1070, and any and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. This includes but is not limited to claims for: minimum wage, straight time, overtime, premium pay; meal or rest period premiums or penalties, including the calculation or miscalculation of any of the foregoing; failure to pay for all hours worked, including but not limited to alleged off-the-clock work; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to provide sick leave and/or miscalculation of the same; failure to provide reporting time pay and/or miscalculation of the same; failure to pay for split shifts and/or miscalculation of the

same; failure to provide suitable seating; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements and to maintain records; failure to reimburse business expenses; unfair business practices; statutory penalties, waiting time penalties, liquidated damages, interest, punitive damages, costs attorneys' fees, injunctive relief and declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to statutory remedy. Except as expressly set forth in the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Aggrieved Employees and the LWDA, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties (defined below) from the Released PAGA Claims. The "Released PAGA Claims" are all claims and/or causes of action for PAGA penalties, whether known or unknown, that any Aggrieved Employee or the LWDA had, now has, has asserted, or may hereafter assert against Defendants or any Released Parties that are based on, or reasonably arise from, the factual allegations in the Operative Complaint or the PAGA Notice or during the PAGA Period, including PAGA claims for violation(s) of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC Wage Orders, California Code of Regulations, Title 8, Sections 11040 and 1070, and any and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. The Released PAGA Claims do not include other PAGA claims (other than those listed in this paragraph), underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. The "Released Parties" are: Defendants; their parent or subsidiary corporations; each of their present, former, or future owners, officers, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; any and all agents, legal representatives and/or attorneys of all of the foregoing entities and individuals and any entities that Plaintiff, and/or any Class Member or Aggrieved Employee may assert are joint employers with Defendants.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating

Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Individual PAGA Payments. The Administrator will calculate the Individual PAGA Payments by (a) dividing \$10,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

The number of Class Workweeks you worked during the Class Period and PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice.

If you wish to challenge the calculation of your Class Workweeks and/or PAGA Pay Periods, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in Section 8 of this Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How will I get paid?

To get money from the Settlement, you do not have to do anything. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Furthermore, The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Class Notice has the Administrator's contact information.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties (if any) and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Moreno v. Domaine Chandon* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Moreno v. Domaine Chandon*, Case No. 22CV001128. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The Administrator's contact information is included in Section 8 of this Notice. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amounts Class Counsel is requesting for attorney's fees and litigation expenses and Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Moreno v. Domaine Chandon*. Case information is also available on the Court's website. You may obtain case information at the following webpage by entering Case No. 22CV001128: <https://www.napa.courts.ca.gov/case-lookup-and-self-service>.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the

Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Moreno v. Domaine Chandon*, Case No. 22CV001128, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely. Instructions on how to do so are available on the Court's website at <https://www.napa.courts.ca.gov/general-information/remote-appearance>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANTS:

Emilie C. Woodhead
Zarouhi Papazyan
Winston & Strawn LLP
333 S. Grand Ave., 38th Floor
Los Angeles, CA 90071-1543

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department ____ of the Superior Court of California, County of Napa, at 825 Brown Street, Napa, CA 94559, before Judge _____. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to

fix the amounts to be paid as attorney's fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. Class Member may attend the hearing remotely or in person. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.napa.courts.ca.gov/general-information/remote-appearance>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is rescheduled, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Moreno v. Domaine Chandon*. In addition, hearing dates are posted on the Internet via the Case Information Access Portal for the California Superior Court for the County of Napa. Information regarding hearing dates for this Action may be accessed at the following link by entering Case No. 22CV001128: <https://www.napa.courts.ca.gov/case-lookup-and-self-service>.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Moreno v. Domaine Chandon* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the anticipated Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Moreno v. Domaine Chandon*. You also get case information on the Internet via the Case Information Access Portal for the California Superior Court for the County of Napa (<https://www.napa.courts.ca.gov/case-lookup-and-self-service>) and entering the Case No. 22CV001128. If you wish to view the Court files in person, you do so at the Clerk's Office at the Historic Courthouse, 825 Brown Street, Napa, California 94559.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF NAPA

IGNACIO MORENO, an individual, on behalf
of himself and on behalf of all persons
similarly situated, and on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

DOMAINE CHANDON, INC., a Corporation;
NEWTON VINEYARD LLC; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 22CV001128

[Consolidated with Case No. 22CV001500]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon.
Dept:

Date Filed: September 27, 2022
Trial Date: Not set

This matter came before the Honorable _____ of the Superior Court of the State
of California, in and for the County Napa, on _____[DATE], for hearing on the unopposed
motion by Plaintiff Ignacio Moreno ("Plaintiff") for preliminary approval of the Settlement with
Defendants Domaine Chandon, Inc. ("Chandon") and Newton Vineyard LLC ("Newton")

PRELIMINARY APPROVAL ORDER

1 (collectively “Defendants”). The Court, having considered the briefs, argument of counsel and all
2 matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff’s Motion for
3 Preliminary Approval of Class Action Settlement.

4
5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action and PAGA Settlement
7 Agreement (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
8 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This is based
9 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
10 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
11 Procedure and California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all
13 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

14 3. The Gross Settlement Amount that Defendants shall pay is Eight Hundred
15 Thousand Dollars and Zero Cents (\$800,000.00). It appears to the Court on a preliminary basis
16 that the settlement amount and terms are fair, adequate and reasonable as to all potential Class
17 Members when balanced against the probable outcome of further litigation and the significant
18 risks relating to certification, liability and damages issues. It further appears that investigation and
19 research have been conducted such that counsel for the Parties are able to reasonably evaluate
20 their respective positions. It further appears to the Court that the Settlement will avoid substantial
21 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
22 further prosecution of the Action. It further appears that the Settlement has been reached as the
23 result of serious and non-collusive, arm’s-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
27 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
28

1 reasonable when balanced against the probable outcome of further litigation and the significant
2 risks relating to certification, liability, and damages issues.

3 5. The Agreement specifies for an attorney's fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred not to exceed \$24,000, and
5 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
6 \$10,000, which are payable out of the Gross Settlement Amount. The Court will not approve the
7 amount of attorney's fees and costs, nor the amount of any service award, until the Final Approval
8 Hearing. Plaintiff will be required to present evidence supporting these requests, including
9 lodestar, prior to final approval.

10 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to
11 representative treatment and certification of a class for settlement purposes only. This stipulation
12 will not be deemed admissible in this or any other proceeding should this Settlement not become
13 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
14 "all individuals who are or previously were employed by either Domaine Chandon, Inc. and/or
15 Newton Vineyards LLC in the State of California as a non-exempt hourly employee at any time
16 during the Class Period." The "Class Period" is September 27, 2018 through November 3, 2023.

17 7. The Court concludes that, for settlement purposes only, the Class meets the
18 requirements for certification under section 382 of the California Code of Civil Procedure in that:
19 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
20 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
21 community of interest amongst the members of the Class with respect to the subject matter of the
22 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
23 the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
24 action is superior to other available methods for the efficient adjudication of this controversy; and
25 (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
26 representative of the Class.

27 8. The Court provisionally appoints Plaintiff as the representatives of the Class. The
28

1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
2 and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for
3 the Class.

4 9. The Agreement provides for the payment of PAGA Penalties out of the Gross
5 Settlement Amount in the amount of \$40,000, which shall be allocated \$30,000 to the Labor &
6 Workforce Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil
7 penalties paid under this Agreement pursuant to the PAGA and \$10,000 to the Aggrieved
8 Employees. “Aggrieved Employees” are all individuals who are or previously were employed by
9 either Domaine Chandon, Inc. and/or Newton Vineyards LLC in California and classified as a
10 non-exempt hourly employee at any time during the PAGA Period (July 11, 2021 through
11 November 3, 2023). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be
12 provided notice of the Agreement and these settlement terms. The Court finds the PAGA
13 Penalties to be reasonable.

14 10. The Court hereby approves, as to form and content, the Class Notice attached to the
15 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
16 inform the Class Members of: all material elements of the proposed Settlement, their right to be
17 excluded from the Class by submitting a written opt-out request, and their right and opportunity to
18 object to the Settlement. The Court further finds that the distribution of the Class Notice
19 substantially in the manner and form set forth as Exhibit A to the Agreement meets the
20 requirements of due process, is the best notice practicable under the circumstances, and shall
21 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
22 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
23 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
24 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
25 address for the Class Member no later than seven (7) days after the receipt of the undelivered
26 Class Notice.

1 11. The Court hereby appoints ILYM Group as the Administrator. No later than thirty
2 (30) days after this Order, Defendants will provide the Class Data to the Administrator. The
3 Administrator will perform address updates and verifications as necessary prior to the first
4 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
5 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
6 Class Members via first-class regular U.S. Mail to their last known address.

7 12. The Court hereby preliminarily approves the proposed procedure for exclusion
8 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
9 from the Class as provided in the Class Notice by following the instructions for requesting
10 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
11 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
12 Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline
13 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
14 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
15 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
16 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
17 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
18 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
19 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
20 group, class, or subclass of individuals is not permitted and will be deemed invalid.

21 13. Any Class Member who has not opted out may appear at the final approval hearing
22 and may object or express the Class Member’s views regarding the Settlement and may present
23 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
24 and determined by the Court as provided in the Class Notice. Class Members will have until the
25 Response Deadline to submit their written objections to the Administrator. Written objections
26 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
27 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
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1 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
2 Hearing to make an oral objection.

3 14. A final approval hearing shall be held before this Court on _____
4 _____ at _____ in Department _____ of the Napa County Superior Court to hear
5 the motion for final approval and for attorney's fees and costs, and to determine all necessary
6 matters concerning the Settlement, including: whether the proposed settlement of the Action on
7 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
8 should be finally approved by the Court; whether the Final Approval Order and Judgment should
9 be entered herein; whether the plan of allocation contained in the Agreement should be approved
10 as fair, adequate and reasonable to the Class Members; and to finally approve attorney's fees and
11 costs, service award, and the fees and expenses of the Administrator. All papers in support of the
12 motion for final approval award shall be filed with the Court and served on all counsel no later
13 than sixteen (16) court days before the hearing and the motion shall be heard at this final approval
14 hearing.

15 15. Neither the Settlement nor any exhibit, document, or instrument delivered
16 thereunder shall be construed as a concession or admission by Defendants in any way that the
17 claims asserted have any merit or that this Action was properly brought as a class or representative
18 action, and shall not be used as evidence of, or used against Defendants as, an admission or
19 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
20 omission by Defendants or with respect to the truth of any allegation asserted by any person.
21 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
22 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
23 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
24 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
25 evidence of a presumption, concession, indication or admission by Defendants of any liability,
26 fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

HON.
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF NAPA

IGNACIO MORENO, an individual, on behalf
of himself and on behalf of all persons
similarly situated, and on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

DOMAINE CHANDON, INC., a Corporation;
NEWTON VINEYARD LLC; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 22CV001128

[Consolidated with Case No. 22CV001500]

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon.
Dept:

Date Filed: September 27, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Ignacio Moreno (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants
3 Domaine Chandon, Inc. (“Chandon”) and Newton Vineyard LLC (“Newton”) (collectively
4 “Defendants”), attorney’s fees and costs, service payment, and the expenses of the Administrator
5 duly came on for hearing on _____ before the Honorable _____.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Napa, and over all Parties
13 to this litigation, including the Class.

14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of is Eight Hundred Thousand
16 Dollars and Zero Cents (\$800,000.00) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate. The Gross Settlement Amount will be used to pay Individual Class
18 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment,
19 Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the
20 Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without
21 any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion
22 of the Individual Class Payments allocated to wages which shall not be paid from the Gross
23 Settlement and shall be the separate additional obligation of Defendants.

24 4. The Court further finds that the Settlement was the result of arm’s length
25 negotiations conducted after Class Counsel had adequately investigated the claims and became
26 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
27 Settlement, and the assistance of an experienced mediator in the settlement process, among other
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1 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

2 **Preliminary Approval of the Settlement**

3 5. On _____, the Court granted preliminary approval of the Settlement. At
4 this same time, the Court approved conditional certification of the Class for settlement purposes
5 only.

6 **Notice to the Class**

7 6. In compliance with the Preliminary Approval Order, the Court-approved Class
8 Notice (attached as Exhibit A to the Settlement) was mailed by first-class mail to members of the
9 Class at their last-known addresses on or about _____. Mailing of the Class Notice to
10 their last-known addresses was the best notice practicable under the circumstances and was
11 reasonably calculated to communicate actual notice of the litigation and the proposed settlement to
12 the Class. The Class Notice given to the Class Members: fully and accurately informed the Class
13 Members of all material elements of the proposed Settlement and of their opportunity to object to
14 or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice
15 to all Class Members; and complied fully with the laws of the State of California, the United
16 States Constitution, due process and other applicable law. The Class Notice fairly and adequately
17 described the Settlement and provided Class Members adequate instructions and a variety of
18 means to obtain additional information.

19 7. The Response Deadline for opting out or submitting written objections to the
20 Settlement was _____, which for re-mailings was extended by fourteen (14) days. There
21 was an adequate interval between notice and the deadline to permit Class Members to choose what
22 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
23 Members to participate in this hearing, and all Class Members and other persons wishing to be
24 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
25 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
26 Court determines that all Class Members who did not timely and properly submit a request for
27 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

1 **Fairness of the Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

4 a. The settlement was reached through arm's-length bargaining between the
5 Parties during an all-day mediation before Louis Marlin, an experienced mediator of wage and
6 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

7 b. Plaintiff and Class Counsel's investigation and discovery have been
8 sufficient to allow the Court and counsel to act intelligently.

9 c. Counsel for all Parties are experienced in similar employment class action
10 litigation. Class Counsel recommended approval of the Agreement.

11 d. The percentage of objectors and requests for exclusion is small. ____
12 objections were received. _____ requests for exclusion were received.

13 e. The participation rate was high. _____ Class Members will be mailed a
14 settlement payment, representing _____% of the overall Class.

15 9. The consideration to be given to the Class Members under the terms of the
16 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
17 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
18 Members' claims, given the uncertainties and significant risks of the litigation and the delays
19 which would ensue from continued prosecution of the action.

20 10. The Agreement is finally approved as fair, adequate and reasonable and in the best
21 interests of the Class Members.

22 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

23 11. From the Gross Settlement Amount, an award of \$_____ for attorney's
24 fees, representing one-third of the Gross Settlement Amount, and \$_____ for litigation
25 costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the
26 hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award
27 has been supported by Class Counsel's lodestar and billing statement.

1 **Class Representative Service Payment**

2 12. The Agreement provides for a Class Representative Service Payment of not more
3 than \$10,000 to the Plaintiff, subject to the Court’s approval. The Court finds that Class
4 Representative Service Payment in the amount of \$ _____ from the Gross Settlement
5 Amount to the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff
6 in this litigation and for his time and effort in bringing and prosecuting this matter on behalf of the
7 Class.

8 **Administration Expenses Payment**

9 13. The Administrator shall calculate and administer the payment to be made to the
10 Class Members, transmit payment for attorneys’ fees and costs to Class Counsel, transmit the
11 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
12 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
13 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
14 light of the work performed by the Administrator.

15 **PAGA Penalties**

16 14. The Agreement provides for a payment of PAGA Penalties out of the Gross
17 Settlement Amount of \$40,000, which shall be allocated \$30,000 to the Labor & Workforce
18 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
19 paid under this Agreement pursuant to the PAGA and \$10,000 to be distributed to the Aggrieved
20 Employees and allocated by (a) dividing the amount of the Aggrieved Employees’ 25% share of
21 PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all Aggrieved
22 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s
23 PAGA Pay Periods. “Aggrieved Employees” are all individuals who are or previously were
24 employed by either Domaine Chandon, Inc. and/or Newton Vineyards LLC in California and
25 classified as a non-exempt hourly employee at any time during the PAGA Period (July 11, 2021
26 through November 3, 2023). Pursuant to Labor Code section 2699, subdivision (1)(2), the LWDA
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1 was provided notice of the Agreement and these settlement terms and has not indicated any
2 objection thereto. The Court finds the PAGA Penalties to be reasonable.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 15. The Class is certified for the purposes of settlement only. The Class is defined as
7 follows:

8 All individuals who are or previously were employed by either Domaine Chandon,
9 Inc. and/or Newton Vineyards LLC in the State of California as a non-exempt
10 hourly employee at any time during the Class Period (September 27, 2018 through
November 3, 2023).

11 16. All persons who meet the foregoing definition are members of the Class, except for
12 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
13 REFERENCE TO IDENTIFY ANY OPT OUTS].

14 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
15 best interest of the Class. Defendants shall fully fund the Gross Settlement Amount, and also fund
16 the amounts necessary to fully pay Defendants’ share of payroll taxes in accordance with the
17 Agreement, by transmitting the funds to the Administrator no later than 14 days after the Effective
18 Date.

19 18. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and
20 costs in the amount of \$_____, payable from the Gross Settlement Amount. Class Counsel
21 shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiff, or
22 members of the Class.

23 19. The payment of Class Representative Service Payment from the Gross Settlement
24 Amount in the amount of \$_____ to the Plaintiff is approved.

25 20. The payment of \$_____ to the Administrator for its fees and expenses
26 from the Gross Settlement Amount is approved.

1 21. The PAGA Penalties amount of \$40,000 is approved and is to be distributed from
2 the Gross Settlement Amount in accordance with the Agreement.

3 22. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
4 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
5 entry.

6 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
7 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
8 any wrongdoing by Defendants or that this Action is appropriate for class or representative
9 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
10 the Agreement, nor any document referred to herein, nor any action taken to carry out the
11 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
12 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
13 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
14 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
15 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
16 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
17 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
18 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
19 Released Class Claims and/or Released PAGA Claims.

20 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
21 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
22 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
23 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
24 to individual Class Members.

25 25. If the Agreement does not become final and effective in accordance with the terms
26 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
27 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
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1 revert to their respective positions as of before entering into the Agreement, and expressly reserve
2 their respective rights regarding the prosecution and defense of this Action, including all available
3 defenses and affirmative defenses, and arguments that any claim in the Action could not be
4 certified as a class action and/or managed as a representative action.

5 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

6 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
7 Plaintiff, and all members of the Class, shall take nothing in the Action.

8 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
9 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
10 supervise and adjudicate any dispute arising from or in connection with the distribution of
11 settlement benefits.

12 28. All Parties shall bear their own attorney's fees and costs, except as otherwise
13 provided in the Agreement and in this Final Approval Order and Judgment.

14 29. Effective on the date when Defendants fully fund the entire Gross Settlement
15 Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
16 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
17 release claims against all Released Parties as follows:

18 (a) All Participating Class Members, on behalf of themselves and their
19 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
20 and assigns, release the Released Parties from the Released Class Claims. The "Released Class
21 Claims" are all claims and/or causes of action, whether known or unknown, arising or accruing at
22 any point during the Class Period that were asserted in the Operative Complaint or PAGA Notice
23 or that could have reasonably been asserted in the Operative Complaint or PAGA Notice against
24 Defendants or any Released Parties based on the facts and/or legal allegations alleged in the
25 Operative Complaint or PAGA Notice, including claims for violation(s) of California Labor Code
26 sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558,
27 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC
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1 Wage Orders, California Business & Professions Code sections 17200 *et seq.*, California Code of
2 Regulations, Title 8, Sections 11040 and 1070, and any and all claims for attorneys' fees and costs
3 and statutory interest associated with the aforementioned claims. This includes but is not limited to
4 claims for: minimum wage, straight time, overtime, premium pay; meal or rest period premiums or
5 penalties, including the calculation or miscalculation of any of the foregoing; failure to pay for all
6 hours worked, including but not limited to alleged off-the-clock work; failure to timely pay wages
7 during employment; failure to pay wages at discharge or termination; failure to provide compliant
8 meal and rest periods; failure to provide sick leave and/or miscalculation of the same; failure to
9 provide reporting time pay and/or miscalculation of the same; failure to pay for split shifts and/or
10 miscalculation of the same; failure to provide suitable seating; failure to accurately record time,
11 including all time worked (such as off-the-clock work); failure to provide timely and compliant
12 wage statements and to maintain records; failure to reimburse business expenses; unfair business
13 practices; statutory penalties, waiting time penalties, liquidated damages, interest, punitive
14 damages, costs attorneys' fees, injunctive relief and declaratory relief, or accounting, whether such
15 causes of action are in tort, contract, or pursuant to statutory remedy. Except as expressly set forth
16 in the Agreement, Participating Class Members do not release any other claims, including claims
17 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
18 unemployment insurance, disability, social security, workers' compensation, or claims based on
19 facts occurring outside the Class Period.

20 (b) All Aggrieved Employees and the LWDA, on behalf of themselves and
21 their respective former and present representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, release the Released Parties from the Released PAGA Claims. The
23 "Released PAGA Claims" are all claims and/or causes of action for PAGA penalties, whether
24 known or unknown, that any Aggrieved Employee or the LWDA had, now has, has asserted, or
25 may hereafter assert against Defendants or any Released Parties that are based on, or reasonably
26 arise from, the factual allegations in the Operative Complaint or the PAGA Notice or during the
27 PAGA Period, including PAGA claims for violation(s) of California Labor Code sections 201,
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1 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 558.1, 1194,
2 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC Wage
3 Orders, California Code of Regulations, Title 8, Sections 11040 and 1070, and any and all claims
4 for attorneys' fees and costs and statutory interest associated with the aforementioned claims. The
5 Released PAGA Claims do not include other PAGA claims (other than those listed in this
6 paragraph), underlying wage and hour claims, claims for wrongful termination, discrimination,
7 unemployment insurance, disability and worker's compensation, and claims outside of the PAGA
8 Period.

9 (c) Plaintiff and his respective former and present spouses, representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
11 the Released Parties from all claims, transactions, or occurrences – known or unknown – that
12 occurred through the last day of the Class Period, as set forth fully in the Agreement. Plaintiff's
13 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
14 wrongful termination, vested benefits, unemployment benefits, disability benefits, social security
15 benefits, workers' compensation benefits that arose at any time, or Plaintiff's individual claims
16 alleged in the wrongful termination lawsuit entitled *Moreno v. Domaine Chandon Inc.*, Napa
17 County Case No. 22CV001394 or based on occurrences outside the Class Period.

18 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
19 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
20 Administrator shall transmit the funds represented by such checks to the California Controller's
21 Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby
22 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
23 Section 384, subd. (b)

24 31. The Court hereby enters judgment in the entire Action as of the filing date of this
25 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
26 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
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1 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
2 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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5 Dated: _____

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HON.
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT