MEMORANDUM OF UNDERSTANDING

Martin v. Twin Rocks Estate Vineyards and Winery, Inc., et al.

Mazie Martin and Susana Mullen (collectively, "Plaintiffs") and Twin Rocks Estate Vineyards, Inc., Angela Sehr, and Jim Sehr ("Defendants") (collectively, the "Parties"), represented by their respective counsel of record through arms-length settlement negotiations, and private mediation before Mediator Hon. Russell Hom (Ret.), reached the following class and PAGA action settlement (the "Settlement") of *Martin v. Twin Rocks Estate Vineyards and Winery, Inc.*, Placer County Superior Court (the "Action"). The Settlement is intended to be a full and final resolution of all claims alleged in the Action. The Parties reached the following Settlement:

1. This Settlement is not an admission of any liability or wrongdoing by Defendants and the Released Parties.

2. "Released Parties" means Defendants as well as Defendants' officers, shareholders, directors, agents, employees, attorneys and insurers.

3. "Class Members" means all individuals who have, or continue to, perform work for Twin Rocks Estate Vineyards, Inc. as hourly, non-exempt employees during the Class Period, and who were included on the list of employees provided to Plaintiffs' counsel on November 7, 2025, for mediation. "Class Period" means May 20, 2021, up to November 7, 2025.

4. "Aggrieved Employees" means all Class Members who worked any hours for Twin Rocks Estate Vineyards, Inc. in California during any pay period from May 20, 2024, through November 7, 2025 (the "PAGA Period"), and will be paid their PAGA Share (defined below) and release the Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion as Class Members from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims (defined below).

5. The Parties agree to the designation of NorCal Advocates as Class Counsel for the Settlement Class ("Class Counsel").

6. The Class Period shall be from May 20, 2021, through November 7, 2025 ("Class Period")

7. The PAGA period will be from May 20, 2024, through November 7, 2025 ("PAGA Period").

8. As consideration for the Settlement, Defendants agree to pay a maximum of $550,000.00, including the payment of all claims of Class Members, attorneys' fees and costs, the enhancement awards, the PAGA Penalty Amount, and settlement administration expenses (the "Maximum Settlement Amount"). All attorneys' fees and costs, civil penalties under Labor Code section 2698, *et seq.*, the enhancement awards and all settlement administration expenses shall be paid out of the Maximum Settlement Amount, resulting in the Net Settlement Amount to be paid out to Class Members and PAGA Members. Under no condition will Defendants' aggregate liability exceed the Maximum Settlement Amount, with the exception that Defendants

shall pay the employer's share of the payroll taxes associated with the wage portion of the Settlement Awards in addition to and on top of the Maximum Settlement Amount, and Defendants may exercise the option to increase the MSA or to end the Class Period as set forth in Paragraph 21. Defendants shall retain exclusive authority over, and the responsibility for, the funds comprising the Maximum Settlement Amount before the final approval effective date of the Settlement. After the final approval effective date, the Parties understand and agree the Settlement Administrator shall control and administer the Maximum Settlement Amount according to the terms of the Settlement. The Parties agree the entire Maximum Settlement Amount will be paid out, without reversion to Defendants.

9. Of the Maximum Settlement Amount, $25,000.00 shall be allocated as the "PAGA Penalty Amount" to resolve Plaintiffs' representative PAGA claims. 65% of the PAGA Penalty Amount ($16,250.00) will be payable to the California Labor and Workforce Development Agency ("LWDA Payment") and the remaining 35% ($8,750.00) will be payable to the PAGA Members.

10. The Net Settlement Amount will be calculated by deducting all attorneys' fees and costs of Class Counsel, the enhancement awards to Plaintiffs, LWDA Payment and the settlement administration expenses of the Settlement Administrator from the Maximum Settlement Amount ("Net Settlement Amount"). The Parties agree that the entire Net Settlement Amount will be paid out to Class Members and PAGA Members.

11. The claims to be released by the Settlement Class include all claims arising during the Class Period under state, federal and local law that were or could have been asserted based on the facts and allegations made in the operative Complaint, as to the Class Members, including California Labor Code sections 201-203, 223, 226, 226.3, 226.7, 351, 510, 512, 558, 1194, 1194.2, 2802, California Industrial Commission Wage Order No. 5 §§ 3, 4, 11, 12, Business and Professions Code sections 17200, *et seq.*, and including all claims based on the facts of the operative Complaint for alleged failure to pay regular and minimum wages, failure to pay overtime wages, meal period violations, rest period violations, failure to reimburse expenses, wage statement violations, failure to pay gratuities, failure to pay final wages, and unfair competition (collectively "Released Class Claims") from May 20, 2021 through November 7, 2025 ("Class Release Period"). Expressly excluded from the release are 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 Release Period.

12. The claims to be released by the PAGA Members include all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff Mazie Martin as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of herself and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including all claims arising under the California Labor Code including, sections 201-203, 223, 226, 226.3, 226.7, 246, 246.5, 248.5, 351, 510, 512, 558, 1194, 1194.2, 2802, California Industrial Commission Wage Order No. 5 §§ 3, 4, 11, 12 (collectively "Released PAGA

Claims"). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff Mazie Martin and all PAGA Members from May 20, 2021 through November 7, 2025 ("PAGA Release Period") and for the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to this Settlement. PAGA Members cannot and do not have the right to opt out of the PAGA Group and/or release of their PAGA claims against the Released Parties. As such, an individual opting out of the Settlement Class has no impact as to his/her standing and/or inclusion in the PAGA Group assuming they/he/she qualifies as a PAGA Member.

13. The Parties agree to stipulate to class certification for Settlement purposes only as to the Settlement Class and for the Released Claims.

14. Individual Settlement awards for the Settlement Class will be allocated from the Net Settlement Amount and paid as follows: twenty percent (20%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; eighty percent (80%) will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue. Individual PAGA awards ("PAGA Share(s)") for the PAGA Members will be paid from the PAGA Penalty Amount, after the required payment to the LWDA (LWDA Payment), as alleged penalties for which IRS Form 1099 will issue.

15. The Parties agree that Apex Class Action will administer the settlement ("Settlement Administrator"). All claims administration expenses shall be paid out of the Maximum Settlement Amount.

16. Defendants will calculate the total number of workweeks worked by all Class Members during the Class Period and will separately determine the total number of workweeks worked from May 20, 2021, through August 31, 2024 ("Period 1 Workweeks") and the total number of workweeks worked from September 1, 2024, through November 7, 2025 ("Period 2 Workweeks"). Defendants' workweek data will be presumed correct unless a particular Class Member proves otherwise through credible written evidence. Defendants will provide time clock or payroll data to the Settlement Administrator for resolution of any workweek disputes, and the Settlement Administrator's decision will be final and non-appealable. The Net Settlement Amount allocated to the Settlement Class will be distributed proportionally based on workweeks, with seventy-five percent (75%) of the Net Settlement Amount allocated to Period 1 Workweeks and twenty-five percent (25%) of the Net Settlement Amount allocated to Period 2 Workweeks. The Settlement Administrator will calculate two workweek rates: the Period 1 Workweek Rate, determined by dividing 75% of the Net Settlement Amount by the total number of Period 1 Workweeks, and the Period 2 Workweek Rate, determined by dividing 25% of the Net Settlement Amount by the total number of Period 2 Workweeks. Each Class Member who does not opt out will receive an individual settlement award equal to the number of Period 1 Workweeks the Class Member worked multiplied by the Period 1 Workweek Rate, plus the number of Period 2 Workweeks the Class Member worked multiplied by the Period 2 Workweek Rate. Class Members who worked in both periods will receive compensation for workweeks in both periods. Individuals who opt out will not receive a Class Member payment.

17. Defendants will calculate the number of pay periods worked by the PAGA Members during the PAGA Period. Defendants' pay period data will be presumed to be correct, unless a particular PAGA Member proves otherwise to the Settlement Administrator by credible written evidence. Defendants will provide time clock data or payroll data to the Settlement Administrator for resolution of any pay period disputes by a particular PAGA Member. All pay period disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all pay period disputes will be final and non-appealable. The amount to be paid per pay period to PAGA Members will be calculated by the Settlement Administrator by dividing the Net PAGA Settlement Amount by the aggregate number of pay periods worked by PAGA Members.

18. The class notice to be sent to the Class Members and PAGA Members is to be mutually agreed upon by the Parties and presented for approval to the Court.

19. The Parties agree Defendants will provide the Settlement Administrator with the Class Members' and PAGA Members' names, last-known addresses, last-known telephone numbers, Social Security numbers ("Class Member Information" and "PAGA Member Information"), and workweek data from the Class Period and pay period data from the PAGA Period within fourteen (14) calendar days after the Court's preliminary approval of the Settlement. Within fourteen (14) calendar days after receiving the Class Member Information and PAGA Member Information, the Settlement Administrator will mail the notices of Settlement to the Class Members. The Class Members will have thirty (30) days from the date of mailing to object to the Settlement or to postmark requests for exclusion; the Settlement Administrator will perform an NCOA check and will skip-trace return mail and re-mail within three (3) business days of receipt. The Parties agree the Class Members' and PAGA Members' contact information and Social Security numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class Counsel at any time or in any form. The Settlement Administrator shall take reasonable steps to protect the confidential and private information of the Class Members and PAGA Members. To the extent Class Counsel possesses or comes to possess the Class Members' and PAGA Members' contact information and/or Social Security numbers, Class Counsel shall destroy all such information (including copies, data, or information derived therefrom) within seven (7) calendar days from the final approval effective date of the Settlement, shall not retain copies of such information, and shall not maintain or use such information for any purpose.

20. Defendants, on behalf of the Released Parties, will pay to the Settlement Administrator the Maximum Settlement Amount, within fourteen (14) days after the Court's final approval effective date of the Settlement. The Settlement Administrator will be responsible for allocating and paying the Maximum Settlement Sum, making appropriate deductions, paying to Class Counsel any Court-approved Class Counsel's attorneys' fees and Class Counsel's litigation expenses and costs, paying to the Class Representatives any Court-approved enhancement awards, meeting any reporting obligations, and for issuing the individual Settlement awards to Class Members and PAGA Members. The expiration date on the Settlement award checks will be 120 calendar days from the date the Settlement award checks

are issued. Any checks that remain uncashed after 120 days of issuance will be sent to the State of California's Unclaimed Property Fund in the name of the Class Member or PAGA Member.

21. The number of opt-outs by Class Members is not to exceed ten percent (10%), or Defendants may terminate the Settlement; however, Defendants shall not be required to terminate the Settlement. Defendants agree to notify Class Counsel of any such decision no later than fourteen (14) calendar days following the opt-out deadline and agree to pay all claims administration costs incurred through such date. To mediate and negotiate this Settlement, Defendants represented that Class Members consist of 98 unique persons who have worked 4,088 workweeks from May 20, 2021, up to November 7, 2025. The Parties further agree that if the final workweeks from May 20, 2021, up to November 7, 2025, which formed the basis of the Settlement, increases by more than ten (10) percent above 4,088 workweeks (e.g., to greater than 4,497 workweeks), Defendants at their sole discretions shall either: (1) increase the Maximum Settlement amount by the proportional amount for the percentage of workweeks above ten (10) percent (i.e., by the percentage of workweeks above 4,497 workweeks); or (2) end the Class Period at the point in time where workweeks equal 4,088 workweeks.

22. Class Counsel shall petition the Court for attorneys' fees not to exceed thirty percent (30%) of the Maximum Settlement Amount, and actual costs, subject to approval by the Court. The Court-approved attorneys' fees and costs are part of, and to be deducted from, the Maximum Settlement Amount. Defendants agree not to object to Class Counsel's application for attorneys' fees and costs up to thirty percent (30%) of the Maximum Settlement Amount, and actual costs not to exceed $10,000.00.

23. The Parties agree to the designation of Mazie Martin and Susana Mullen as "Class Representatives." The Class Representatives shall receive an enhancement award of $10,000.00 per Class Representative, subject to approval by the Court. The Class Representatives' enhancement award is in addition to the Class Representatives' individual Settlement Award and individual PAGA Share. The enhancement award is to be part of, and to be deducted from, the Maximum Settlement Amount. An IRS Form 1099-MISC shall issue for the enhancement award.

24. The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement, to use their reasonable best efforts to finalize the Settlement, and to use any other reasonable efforts that may become necessary by the Court, or otherwise, to effectuate the Settlement.

25. 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.

26. Stay of Litigation. The Parties agree that upon the execution of this Memorandum of Understanding the litigation shall be stayed, except to effectuate the terms of the Settlement. The Parties further agree that upon the signing of this Memorandum of Understanding 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.

Dated: 9/3/26

MAZIE MARTIN

By: Mazie Martin
Mazie Martin

Dated: 9/3/26

SUSANA MULLEN

By: Susana Mullen
Susana Mullen

Dated: 11/16/26

NORCAL ADVOCATES

By: Brittany Berzin

Attorneys for Plaintiffs

Dated: 8/27/26

TWIN ROCKS ESTATE VINEYARDS & WINERY, INC.

By:

Dated: 8/27/26

ANGELA SEHR

By:

Dated: 8/27/26

JIM SEHR

By:

Dated: 8/27/26

ANH NGUYEN

By:

Attorney for Defendants