Connor W. Olson (SBN 291493)
Brittany V. Berzin (SBN 325121)
EMPLOYEE & CONSUMER ADVOCATES OF NORTHERN CALIFORNIA PC
520 Capitol Mall, Suite 150
Sacramento, CA 95814
Telephone: (916) 964-2472
Email: office@norcaladvocates.com
Attorneys for Plaintiff MAZIE MARTIN

SUPERIOR COURT OF CALIFORNIA
COUNTY OF PLACER

MAZIE MARTIN, individually and on behalf of similarly situated employees,

Plaintiff,

v.

TWIN ROCKS ESTATE VINEYARDS AND WINERY, INC., a California corporation; ANGELA SEHR, an individual; JIM SEHR, an individual; and DOES 1 through 25, inclusive,

Defendants.

Case No. S-CV0055350
CLASS ACTION

PLAINTIFF'S EXHIBIT LIST ISO PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT

Date: December 10, 2026
Time: 8:30 a.m.
Dept.: 3

Trial Date: None Set

Exhibit A	Settlement Agreement
Exhibit B	Complaint
Exhibit C	Letter to the LWDA Regarding PAGA Claims
Exhibit D	Apex Class Action Quote
Exhibit E	Counsel's Itemized Costs
Exhibit F	Proposed Notice of Settlement

Exhibit G	Proof of Submission of the Proposed Settlement Agreement to the LWDA

Dated: November 16, 2026

EMPLOYEE & CONSUMER ADVOCATES OF NORTHERN CALIFORNIA PC

By: Brittany Berzin
Brittany V. Berzin
Attorneys for Plaintiff

EXHIBIT A

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

EXHIBIT B

Connor W. Olson (SB# 291493)
Brittany V. Berzin (SB# 325121)
EMPLOYEE & CONSUMER ADVOCATES OF NORTHERN CALIFORNIA PC
520 Capitol Mall, Suite 150
Sacramento, CA 95814
Telephone: (916) 678-0320
Email: office@norcaladvocates.com

Attorneys for Plaintiff
MAZIE MARTIN

ELECTRONICALLY FILED
Superior Court of California,
County of Placer
05/20/2025 at 11:58:57 AM
By: Stephen E Pegg
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF PLACER

MAZIE MARTIN, individually and on behalf of similarly situated employees, Plaintiff, v. TWIN ROCKS ESTATE VINEYARDS AND WINERY, INC., a California Corporation; ANGELA SEHR, an individual; JIM SEHR, an individual; and DOES 1 through 25, inclusive, Defendants.	CASE NO.: S-CV-0055350 CLASS ACTION **COMPLAINT** *DEMAND FOR JURY TRIAL* *DAMAGES EXCEED $35,000*

Plaintiff MAZIE MARTIN ("Plaintiff") hereby files this Complaint against Defendants TWIN ROCKS ESTATE VINEYARDS AND WINERY, INC., a California Corporation; ANGELA SEHR, an individual, JIM SEHR, an individual, and DOES 1 through 25, inclusive (hereinafter all collectively referred to as "Defendants"). Plaintiff, by and through her attorneys, alleges as follows:

PARTIES

1. Plaintiff MAZIE MARTIN is, and at all relevant times was, an individual residing in the State of California.

2. Defendant TWIN ROCKS ESTATE VINEYARDS AND WINERY, INC., is a California Corporation and, at all relevant times, owned and operated a business in the State of California.

3. Defendant ANGELA SEHR is an individual over the age of eighteen (18) and is now and/or at all relevant times mentioned in the Complaint was a resident of the State of California.

4. Defendant JIM SEHR is an individual over the age of eighteen (18) and is now and/or at all relevant times mentioned in the Complaint was a resident of the State of California.

5. Plaintiff is informed and believes, and thereupon alleges, that ANGELA SEHR and JIM SEHR are owners, directors, officers, or managing agents of TWIN ROCKS ESTATE VINEYARDS AND WINERY, INC. ANGELA SEHR and JIM SEHR developed, maintained, implemented, and caused the unlawful wage and hour practices described in the First through Eighth causes of action to occur. As such, ANGELA SEHR and JIM SEHR are individually liable pursuant to California Labor Code section 558.1.

6. The true names, capacities, and liabilities of Does 1 through 25, whether individual, corporate, associate, or otherwise are unknown to Plaintiff and therefore Plaintiff sue said Doe Defendants using fictitious names pursuant to Section 474 of the California Code of Civil Procedure. Plaintiff is informed and believes and therefore alleges that each of the Doe Defendants is legally responsible in some manner for the events and happenings referred to herein. Plaintiff will amend her Complaint to allege such true names and capacities when they have been determined.

7. Plaintiff further is informed and believes and therefore alleges that all known and unknown defendants acted on behalf of, and for the benefit of, at the direction of, and in conspiracy with, each and every defendant, known or unknown, and their agents and/or employees, and each of them, to do the acts complained of herein.

//

//

JURISDICTION AND VENUE

8. The Placer Superior Court has jurisdiction in this matter pursuant to California Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code, and Industrial Welfare Commission Wage Order No. 5.

9. Venue is proper in the Placer County Superior Court in that some of the wrongful acts and violations of law asserted herein occurred within Placer County, and Defendants' obligation to pay wages arose in Placer County pursuant to *Madera Police Officers Assn. v. City of Madera* (1984) 36 Cal.3d 403, 414.

10. Plaintiff has submitted a notice to the Labor and Workforce Development Agency in order to exhaust administrative remedies under the Private Attorneys General Act. Plaintiff intends to amend her Complaint to include a Private Attorneys General Act cause of action.

CLASS ACTION ALLEGATIONS

11. Plaintiff brings the First through Eighth causes of action on behalf of herself and all others similarly situated as a class action pursuant to California Code of Civil Procedure § 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

> All non-exempt, hourly employees, including individuals Defendants misclassified as exempt, who have, or continue to, work for Defendants in California at any time from four (4) years prior to the filing of this Complaint to the present.

12. This action may be maintained as a class action because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

13. Numerosity: The class is so numerous that the individual joinder of all members is impracticable. While the actual number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that more than approximately 50 individuals were subjected to the practices outlined in this Complaint relating to the First through Eighth causes of action.

14. Common Questions Predominate: Common questions of law and fact exist as to all members of the class and predominate over questions that affect only individual class members. These common questions of law and fact include, without limitation, the following:

(1) Whether Defendants paid class members all regular wages they were owed;

(2) Whether Defendants paid class members all overtime wages they were owed;

(3) Whether Defendants had a policy or practice authorizing and permitting class members to take meal periods;

(4) Whether Defendants had a policy or practice authorizing class members to take their first meal period before the completion of their fifth hour of work;

(5) Whether Defendants had a policy or practice authorizing class members to take rest periods;

(6) Whether class members were given paystubs that complied with Labor Code section 226;

(7) Whether as a result of Defendants' policies or practices, or lack thereof, class members received all wages, due and owing, at the time of their termination/separation;

(8) Whether Defendants had a policy or practice requiring class members to incur business expenses that were not reimbursed;

(9) Whether Defendants paid class members all tips they were owed; and

(10) Whether Defendants paid class members all paid sick time they were owed.

15. Typicality: Plaintiff's claims are typical of the claims for members of the class. Plaintiff also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. As a result, each class member will have the same basis for unpaid wage claims, reimbursement claims, or penalty claims as does Plaintiff.

16. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the class. Additionally, Plaintiff has retained counsel with substantial experience in complex civil litigation and employment law matters.

17. Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the class is impracticable. Class action treatment will permit a larger number of similarly situated employees to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the

expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

18. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

STATEMENT OF FACTS

19. Plaintiff and similarly situated employees worked for Defendants as non-exempt employees. Defendants own and operate a winery and events venue called Twin Rocks Estate Winery. Plaintiff and similarly situated employees were paid an hourly rate and were also supposed to be paid tips. Plaintiff and similarly situated employees regularly worked over eight (8) hours in a day and/or forty (40) hours in a week, incurring overtime.

20. Defendants failed to pay Plaintiff and similarly situated employees all regular and overtime wages they were owed. Defendants failed to accurately track and compensate Plaintiff and similarly situated employees for all hours worked, resulting in the systematic underpayment of both regular and overtime wages. Employees were required to clock in and out using an app, however, the app was faulty and Defendants frequently asked employees to reconstruct and submit hours after the fact even though they had properly clocked in and out. In multiple cases, hours submitted through the app were either lost, unrecorded, or altered without employee knowledge or consent.

21. Plaintiff and similarly situated employees were subject to a tip pooling system with no transparency. Defendants regularly withheld or misallocated tips meant to be distributed to employees. In the case of private events, gratuity often exceeded thousands of dollars, yet employees were only paid an hourly rate with no visibility into the actual distribution of those funds, if any, as tips allegedly paid out were not recorded on their wage statements. Plaintiff and similarly situated employees were told that tips were included in amounts they were paid, but these representations were never substantiated.

22. Defendants failed to provide Plaintiff and similarly situated employees with all legally required meal and rest periods. The way Defendants structured their business operations, did not provide Plaintiff and similarly situated employees with the opportunity to take meal and rest periods because they were consistently understaffed and there was no one to relieve them from their work. Defendants failed to pay Plaintiff and similarly situated employees all meal and rest premiums they were owed.

23. Defendants required Plaintiff and similarly situated employees to use their personal cellphones for work to record their time and communicate with management. However, Defendants failed to reimburse Plaintiff and similarly situated employees for such use.

24. Defendants failed to pay Plaintiff and similarly situated employees paid sick time. When employees were ill, they were denied use of their paid sick days and were not compensated although they had paid sick time available to them.

25. Defendants failed to provide Plaintiff and similarly situated employees with accurate wage statements. The wage statements Defendants provided did not accurately itemize employees' gross and net wages, paid sick time, tips, meal and rest period premiums, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

26. At the time of Plaintiff's and similarly situated employees' termination or separation, Plaintiff and similarly situated employees had regular wages, overtime, sick time, tips, and meal and rest period premiums owing to them. To date, Defendants have not paid Plaintiff and similarly situated employees all wages they are owed.

27. Defendants ANGELA SEHR and JIM SEHR were owners, officers, directors, shareholders, and/or managing agents of Defendant TWIN ROCKS ESTATE VINEYARDS AND WINERY INC., and responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. Accordingly, they are liable under Labor Code section 558.1.

FIRST CAUSE OF ACTION

FAILURE TO PAY REGULAR WAGES

(As to all Defendants)

28. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

29. An employer is required to compensate employees for all hours worked at the higher of the minimum wage or the agreed-upon hourly rate. *See* Cal. Labor Code §§ 223, 1194, 1194.2.

30. As described above, Defendants failed to pay Plaintiff and similarly situated employees for all of their hours worked. Thus, Defendants failed to pay Plaintiff and similarly situated employees at least the agreed-upon hourly rate for each hour they worked.

31. Plaintiff and similarly situated employees were not exempt from the State's Minimum Wage Order.

32. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "Prayer for Relief," which is incorporated here to the extent pertinent as if set forth here in full.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(As to all Defendants)

33. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

34. During the period Plaintiff and similarly situated employees were employed by Defendants, Defendants were required to compensate them at 1 ½ times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and 2 times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See e.g.* IWC Wage Order No. 5, section 3(A); Cal. Labor Code §§ 510, 1194.

35. Plaintiff and similarly situated employees worked over eight (8) hours in a day or forty (40) hours in a week, but as described above Defendants failed to pay all overtime wages owed.

36. Plaintiff and similarly situated employees were not exempt from overtime protections under Wage Order No. 5 and the Labor Code.

37. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "Prayer for Relief," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(As to all Defendants)

38. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

39. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

40. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

41. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal periods of at least thirty (30) minutes. Plaintiff and similarly situated employees did not waive their rights to any meal periods throughout their employment relationship.

42. Defendants failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for their missed meal breaks.

43. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "Prayer for Relief," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(As to all Defendants)

44. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

45. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

46. California Labor Code section 226.7 and Wage Order No. 5, section 12(A) requires an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

47. Defendants failed to authorize and permit Plaintiff and similarly situated employees to take rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

48. Defendants failed to pay Plaintiff and similarly situated employees the applicable rest period premium for their missed rest periods.

49. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "Prayer for Relief," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE EXPENSES

(As to all Defendants)

50. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

51. California Labor Code section 2802(a) states that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

52. Defendants required Plaintiff and similarly situated employees to use their personal cellphones for work-related communications and to track their hours. However, Defendants failed to reimburse Plaintiff and similarly situated employees for these expenses.

53. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "Prayer for Relief," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(As to all Defendants)

54. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

55. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

> (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

56. Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize gross wages earned, net wages earned, total hours worked, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Plaintiff and similarly situated employees were harmed because they were unable to determine whether they received all wages owed and were prevented from effectively challenging the information on their wage statements.

57. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "Prayer for Relief," which is incorporated here to the extent pertinent as if set forth here in full.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY GRATUITIES

(As to all Defendants)

58. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

59. Labor Code section 351 states "no employer or agent shall collect, take, or receive any gratuity or part thereof that is paid, given to, or left for an employee by a patron."

60. Labor Code section 223 provides it is unlawful for employers to secretly pay a lower wage than one required by statute or contract, while claiming to pay the wage designated by law or agreement.

61. Plaintiff and similarly situated employees were promised tips and were entitled to receive tips that Defendants' customers paid for their services, however Defendants failed to pay Plaintiff and similarly situated employees all amounts they were owed.

62. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "Prayer for Relief," which is incorporated here to the extent pertinent as if set forth here in full.

EIGHTH CAUSE OF ACTION

WAITING TIME PENALTIES

(As to all Defendants)

63. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

64. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Labor Code § 201.

65. Plaintiff and similarly situated employees did not receive all wages, including regular wages, overtime wages, paid sick time, tips, meal period premiums, and rest period premiums owed at the time of their termination or separation.

66. An employer who willfully fails to pay an employee wages in accordance with California Labor Code section 201 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal Labor Code § 203.

67. Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

68. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "Prayer for Relief," which is incorporated here to the extent pertinent as if set forth here in full.

NINTH CAUSE OF ACTION

UNFAIR COMPETITION

(As to TWIN ROCKS ESTATE VINEYARDS AND WINERY, INC. and DOES 1-25)

69. Plaintiff incorporates by reference as though fully set forth herein each and every allegation made in this Complaint.

70. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions ("B&P") Code § 17200.

71. Plaintiff and similarly situated employees were not paid all wages during their employment, as Defendants did not pay them all regular wages, overtime wages, paid sick time, tips, and meal and rest period premiums.

72. Plaintiff is informed and believes and thereon alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 et seq.) pursuant to *Cortez v. Purolator Air Filtration Products Co.* (2000) 23 Cal.4th 163.

73. As a direct and legal result of Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code § 17203) Plaintiff and similarly situated employees are entitled to restitution as a result of Defendants' unfair business practices, including, but not limited to, interest and penalties pursuant to B&P §§ 17203, 17208, all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Complaint.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff request relief as follows:

1. For actual damages in an amount according to proof;
2. For general and special damages in an amount according to proof;
3. For consequential and incidental damages and expenses in an amount according to proof;
4. For liquidated damages and penalties as provided by law;
5. For statutory penalties in an amount according to proof;
6. For unpaid wages in an amount according to proof;
7. For interest as provided by law;
8. For reasonable attorneys' fees as provided by law;
9. For pre-judgment and post-judgment interest as provided by law;
10. For restitution;
11. For a permanent injunction preventing Defendants from committing similar violations of law in the future;
12. For costs of suit incurring herein; and

13. For such other and further relief as the Court deems fair and just.

Dated: May 20, 2025

EMPLOYEE & CONSUMER ADVOCATES
OF NORTHERN CALIFORNIA, PC

By: Brittany Berzin
Brittany V. Berzin
Connor W. Olson
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial for all claims triable by jury.

EMPLOYEE & CONSUMER ADVOCATES
OF NORTHERN CALIFORNIA, PC

Dated: May 20, 2025

By: Brittany Berzin
Brittany V. Berzin
Connor W. Olson
Attorneys for Plaintiff

EXHIBIT C

NorCal Advocates

Connor W. Olson
Brittany V. Berzin
connor@norcaladvocates.com
brittany@norcaladvocates.com

520 Capitol Mall | Suite 150 | Sacramento, CA 95814 | T: 916-678-0320

May 20, 2025

VIA Online Filing:

Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, California 95814

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

Dear Labor Commissioner:

I am submitting this notice on behalf of my client, Mazie Martin ("Plaintiff"). I am writing to provide you, and the following employers notice pursuant to California Labor Code section 2699.3:

Twin Rocks Estate Vineyards and Winery Inc.
6635 Cavitt Stallman Road
Granite Bay, CA 95746

Angela Sehr
5180 Vardon Drive
Windemere, FL 34786

Jim Sehr
6635 Cavitt Stallman Road
Granite Bay, CA 95746

This letter sets forth the facts and theories to support each of the counts below. Please notify me of your intent to investigate any or all of the claims alleged herein against Twin Rock Estate Vineyards and Winery Inc., Angela Sehr and Jim Sehr ("Defendants"). Should you decide not to investigate, Plaintiff requests you allow her to bring a civil action on behalf of herself and Aggrieved Employees, pursuant to Labor Code section 2699(a). Aggrieved Employees shall include but is not limited to all non-exempt, hourly employees, including individuals Defendants misclassified as exempt, who have, or continue to, work for Defendants in California at any time from one (1) year prior to the date of this letter to the present.

I. FACTS

Plaintiff and Aggrieved Employees worked for Defendants as non-exempt employees. Defendants own and operate a winery and events venue called Twin Rocks Estate Winery. Plaintiff and Aggrieved Employees were paid an hourly rate and were also supposed to be paid tips. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours in a day and/or forty (40) hours in a week, incurring overtime.

Defendants failed to pay Plaintiff and Aggrieved Employees all regular and overtime wages they were owed. Defendants failed to accurately track and compensate Plaintiff and Aggrieved Employees for all hours worked, resulting in the systematic underpayment of both regular and overtime wages. Employees were required to clock in and out using an app, however, the app was faulty and Defendants frequently asked employees to reconstruct and submit hours after the fact even though they had properly clocked in and out. In multiple cases, hours submitted through the app were either lost, unrecorded, or altered without employee knowledge or consent.

Plaintiff and Aggrieved Employees were subject to a tip pooling system with no transparency. Defendants regularly withheld or misallocated tips meant to be distributed to employees. In the case of private events, gratuity often exceeded thousands of dollars, yet employees were only paid an hourly rate with no visibility into the actual distribution of those funds, if any, as tips allegedly paid out were not recorded on their wage statements. Plaintiff and Aggrieved Employees were told that tips were included in amounts they were paid, but these representations were never substantiated.

Defendants failed to provide Plaintiff and Aggrieved Employees with all legally required meal and rest periods. The way Defendants structured their business operations, did not provide Plaintiff and Aggrieved Employees with the opportunity to take meal and rest periods because they were consistently understaffed and there was no one to relieve them from their work. Defendants failed to pay Plaintiff and Aggrieved Employees all meal and rest premiums they were owed.

Defendants required Plaintiff and Aggrieved Employees to use their personal cellphones for work to record their time and communicate with management. However, Defendants failed to reimburse Plaintiff and Aggrieved Employees for such use.

Defendants failed to pay Plaintiff and Aggrieved Employees paid sick time. When employees were ill they were denied use of their paid sick days and were not compensated although they had paid sick time available to them.

Defendants failed to provide Plaintiff and Aggrieved Employees with accurate wage statements. The wage statements Defendants provided did not accurately itemize employees' gross and net wages, paid sick time, tips, meal and rest period premiums, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

At the time of Plaintiff's and Aggrieved Employees' termination or separation, Plaintiff and Aggrieved Employees had regular wages, overtime, sick time, tips, and meal and rest period premiums owing to them. As of the date of this letter, Defendants have not paid Plaintiff and Aggrieved Employees all wages they are owed.

Angela Sehr and Jim Sehr were officers, directors, shareholders, and/or managing agents of Twin Rocks Estate Vineyards and Winery Inc. and responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. Accordingly, they are liable under Labor Code section 558.1.

II. LABOR CODE VIOLATIONS

Count One – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order No. 5, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See e.g.,* IWC Wage Order MW-2024; IWC Wage Order No. 16, § 4; Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked at the applicable minimum wage rate. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked.

Count Two – Violation of Labor Code §§ 510, 1194; IWC Wage Order No. 5, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hour worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and Aggrieved Employees are entitled to recover all unpaid overtime wages.

Count Three – Violation of Labor Code §§ 226.7, 512; IWC Wage Order No. 5, § 10(A) and 10(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 10(A) require employers to provide employees with meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 5, section 10(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay all meal period premiums for their failure to provide meal periods.

Count Four – Violation of Labor Code § 226.7; IWC Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 11(A) require employers to provide employees with paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law.

Count Five – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with "an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . . ." For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees.

Count Six – Violation of Labor Code § 2802 (Failure to Reimburse Expenses)

Labor Code section 2802(a) states that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of objecting the directions, believed them to be unlawful." Defendants failed to pay Plaintiff and Aggrieved Employees all reimbursement owed for the use of their personal cellphones in the discharge of their duties.

Count Seven – Violation of Labor Code § 201-203 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including regular wages, overtime wages, tips, paid sick time, and meal and rest premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203.

Count Eight – Violation of Labor Code §§ 246, 246.5, 248.5 (Paid Sick Time)

Labor Code sections 246, et seq., mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must

allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA") for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. For the reasons state above, Defendants failed to provide Plaintiffs and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA.

Count Nine – Violation of Labor Code § 558 (Provisions Regulating Hours and Days of Work in IWC Wage Order No. 5)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of the sections within Chapter 1 of the Labor Code or any order of the Industrial Welfare Commission. As described above, Defendants violated Plaintiff's and Aggrieved Employees' rights provided for under Labor Code section 558 as well as Wage Order No. 5 and incorporated statutes therein.

Count Ten – Violation of Labor Code § 223, 351 (Failure to Pay Gratuities)

Labor Code section 351 states "no employer or agent shall collect, take, or receive any gratuity or part thereof that is paid, given to, or left for an employee by a patron." Labor Code section 223 provides it is unlawful for employer to secretly pay a lower wage than one required by statute or contract, while claiming to pay the wage designated by law or agreement. For the reasons stated above, Defendants failed to pay Plaintiff and Aggrieved Employees all tips they were owed.

If you require any additional information or have any questions, please contact me directly.

Sincerely,

Brittany Berzin
Brittany V. Berzin

EXHIBIT D

Quotation Request:

Brittany Berzin

NorCal Advocates

brittany@norcaladvocates.com

916.964.2562

Prepared By:

Sean Hartranft

Apex Class Action LLC

Sean@apexclassaction.com

949.878.3676

Case Name: **Martin v. Twin Rocks Estate Vineyards**

Date: Monday, June 29, 2026

RFP Number: 16280010

Settlement Specifications	
Estimated Class Size:	**98**
Certified Language Translation:	**No**
Static Settlement Website	**Optional**
Percentage of Undeliverable Mail	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	1	$125.00
Data Analyst	Per Hour	$150.00	1	$150.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$275.00
Mailing of Class Notice				
Form Set Up	Per Hour	$120.00	1	$120.00
Print & Mail Class Notice	Per Piece	$1.50	98	$147.00
USPS First Class Postage	Per Piece	$0.78	98	$76.44
Remail Undeliverable Mail (Skip-Trace)	Per Piece	$2.00	20	$39.20
Receive and Process Undeliverable Mail	Per Hour	$75.00	0	$0.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	$75.00	1	$75.00
NCOA Address Update (USPS)	Static Rate	$54.32	1	$54.32
			Sub Total:	$511.96
Project Management				
Project Management	Per Hour	$150.00	2	$300.00
Project Coordinator	Per Hour	$90.00	2	$180.00
Data Analyst and Reporting	Per Hour	$140.00	1	$140.00
			Sub Total:	$620.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	$40.00	1	$40.00
Settlement Website: Static Apex URL	Static Rate	$500.00	1	$500.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$540.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	$120.00	2	$240.00
Account Management and Reconciliation	Per Hour	$140.00	2	$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	$1.50	98	$147.00
USPS First Class Postage	Per Piece	$0.78	98	$76.44
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.00	10	$19.60
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	3	$300.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,000.00	1	$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$500.00	1	$500.00
			Sub Total:	$2,563.04
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	1	$135.00
Project Management Reconciliation	Per Hour	$100.00	1	$100.00
Declarations	Per Hour	$120.00	2	$240.00
			Sub Total:	$475.00

WILL NOT EXCEED: $4,985.00

Thank you for your business!

CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney’s fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT E

NorCal Advocates Costs - Mazie Martin

Date	Description	Vendor	Cost
5/20/25	PAGA Notice to LWDA	DIR	$75.00
5/20/25	Court Filing - Complaint, Civil Case Cover Sheet, and Summons (River City Order 12020975 / Invoice 12020975; Service $7.95; Court $1,435.00; EFM $1.95)	River City Attorney Support	$1,444.90
6/16/25	Service of Process - Twin Rocks Estate Vineyards and Winery, Inc. (River City Order 12220397 / Invoice 12220397; Complaint, Summons, CMC Notice, ADR Packet, and Proofs; Service $94.00)	River City Attorney Support	$94.00
6/16/25	Service of Process - Jim Sehr (River City Order 12220650 / Invoice 12220650; Complaint, Summons, CMC Notice, ADR Packet, and Proofs; Service $94.20)	River City Attorney Support	$94.20
6/16/25	Service of Process - Angela Sehr (River City Order 12220587 / Invoice 12220587; Complaint, Summons, CMC Notice, ADR Packet, and Proofs; Service $49.00)	River City Attorney Support	$49.00
7/7/25	Court Filing - Proofs of Service of Summons for Twin Rocks, Angela Sehr, and Jim Sehr (River City Order 12366168 / Invoice 12366168; Service $7.95; EFM $1.95)	River City Attorney Support	$9.90
7/25/25	Court Filing - Proofs of Service of Summons for Twin Rocks, Angela Sehr, and Jim Sehr (River City Order 12512993 / Invoice 12512993; Service $7.95; EFM $1.95)	River City Attorney Support	$9.90
8/29/25	Court Filing - Case Management Conference Statement, Demand for Jury, and Proof of Service (River City Order 12779849 / Invoice 12779849; Service $7.95; EFM $1.95)	River City Attorney Support	$9.90
9/24/25	Mediation Fee	Judicate West	$4,350.00
11/11/25	Court Filing - Case Management Conference Statement and Proof of Service (River City Order 13333777 / Invoice 13333777; Service $7.95; EFM $1.95)	River City Attorney Support	$9.90
11/24/25	Court Filing - Notice of Settlement of Entire Case and Proof of Service (River City Order 13432184 / Invoice 13432184; Service $7.95; EFM $1.95)	River City Attorney Support	$9.90
3/13/26	Court Filing - Case Management Conference Statement and Proof of Service (River City Order 14266085 / Invoice 14266085; Service $7.95; EFM $1.95)	River City Attorney Support	$9.90
4/1/26	Court Filing - Notice of Case Management Conference and Proof of Service (River City Order 14416385 / Invoice 14416385; Service $7.95; EFM $1.95)	River City Attorney Support	$9.90
10/1/26	Court Filing - Notice of Change of Address (River City Order 15946243 / Invoice 15946243; Service $7.95; EFM $1.95)	River City Attorney Support	$9.90
Anticipated	Court Filing - Stipulation and Order re First Amended Complaint	River City Attorney Support	$9.90
Anticipated	Court Filing - First Amended Complaint	River City Attorney Support	$9.90
Anticipated	Court Filing - Motion for Preliminary Approval	River City Attorney Support	
Anticipated	Court Filing - Motion for Final Approval	River City Attorney Support	
Anticipated	Court Filing - CMC Statement (January 7, 2027)	River City Attorney Support	$9.90
Anticipated	Court Filing - Compliance Declaration	River City Attorney Support	$9.90
		Total	$6,225.90

EXHIBIT F

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF PLACER

MAZIE MARTIN and SUSANA MULLEN, individually and on behalf of all other similarly situated employees, Plaintiffs, vs. TWIN ROCKS ESTATE VINEYARDS AND WINERY, INC., a California corporation; ANGELA SEHR, an individual; JIM SEHR, an individual; and DOES 1 through 25, inclusive, Defendants.	Case No. S-CV0055350 **NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT, AND HEARING DATE FOR FINAL COURT APPROVAL OF SETTLEMENT**

ATTENTION: All individuals who have performed, or continue to perform, work for Twin Rocks Estate Vineyards and Winery, Inc. in California as hourly, non-exempt employees at any time between May 20, 2021, and November 7, 2025 (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Placer County Superior Court ("Court") granting preliminary approval of a Memorandum of Understanding Regarding Class Action and PAGA Settlement ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Mazie Martin and Susana Mullen ("Plaintiffs" or "Class Representatives"), and Defendants Twin Rocks Estate Vineyards and Winery, Inc., Angela Sehr, and Jim Sehr ("Defendants") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate the following individualized information, which is used to estimate your share of the settlement proceeds:

Period 1 Workweeks (May 20, 2021 – August 31, 2024)	[_____]
Period 2 Workweeks (September 1, 2024 – November 7, 2025)	[_____]
PAGA Pay Periods (May 20, 2024 – November 7, 2025)	[_____]
Estimated Class Payment / PAGA Payment / Total	[$_____] / [$_____] / [$_____]

Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek and PAGA pay-period disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On May 20, 2025, Plaintiff Mazie Martin filed a Complaint against Defendants and certain individually named defendants in the Placer County Superior Court of California on behalf of herself and Class Members. The term "Action" means this putative class action pending in Placer County Superior Court, Case No. S-CV0055350. The Class Period is May 20, 2021, to November 7, 2025 (the "Class Period").

In the Action, Plaintiffs sought to obtain allegedly unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Class Members, and Aggrieved Employees. Plaintiffs alleged that Defendants violated California law by 1) failing to pay regular and minimum wages, 2) failing to pay overtime wages, 3) failing to provide accurate wage statements, 4) failing to pay final wages, 5) failing to reimburse necessary business expenses, 6) failing to provide meal periods or pay premiums in lieu thereof, 7) failing to provide rest periods or pay premiums in lieu thereof, 8) failing to provide paid sick leave, 9) failing to pay gratuities, 10) engaging in unfair competition, and 11) committing PAGA violations. Defendants have denied all of Plaintiffs' allegations. The Action has been actively investigated. The Parties exchanged substantial documentation and information and participated in mediation facilitated by Hon. Russell Hom (Ret.) on November 11, 2025. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide and PAGA representative-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite

entering into the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to the California Labor and Workforce Development Agency ("LWDA"), in addition to Aggrieved Employees, which are defined as Class Members who worked any hours for Defendants in California during any pay period from May 20, 2024, through November 7, 2025 (the "PAGA Period"). If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself ("opt out") from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants have agreed to pay a maximum total sum of Five Hundred and Fifty Thousand Dollars ($550,000.00) ("Gross Settlement Amount" or "Maximum Settlement Amount"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys' fees requested at 25% of the Gross Settlement Amount ($137,500.00), attorneys' costs not to exceed $10,000.00, Settlement Administrator Costs estimated at up to $4,985.00 according to the quote from Apex Class Action, LLC ("Settlement Administrator"), Service Awards or Enhancement Awards for the named Plaintiffs of up to $10,000.00 each ($20,000.00 total), and $25,000.00 allocated for alleged PAGA penalties (the "PAGA Payment"). Any employer-side payroll taxes attributable to payments allocated as wages will be paid by Defendants in addition to, and not out of, the Gross Settlement Amount. As explained further below, the amount of each Class Member's share of the class settlement proceeds will depend on workweeks worked by participating Class Members in the two periods specified in the Agreement. Of the $25,000.00 allocated to resolving the PAGA claims, 65% ($16,250.00) will be paid to the LWDA, and 35% ($8,750.00) will be divided among Aggrieved Employees. If all maximum amounts stated above are approved and deducted, approximately $352,515.00 will remain for class distributions and $8,750.00 for PAGA employee distributions, or $361,265.00 for employees in total, subject to the Court's approval and final administration expenses.

The number of workweeks and pay periods you worked during the Class Period and PAGA Period, and your estimated total share of the Class Payment and PAGA Payment ("Individual Settlement Amount"), are stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of workweeks worked by Participating Class Members (i.e., those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks or PAGA pay periods, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees' allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

After Defendants fund the Settlement, the Settlement Administrator will issue checks for Individual Settlement Amounts, as described below, to each Participating Class Member and Aggrieved Employee. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that the amount payable to eligible Class Members from the class settlement portion will be allocated and paid as twenty percent (20%) for alleged unpaid wages for which IRS Forms W-2 will issue, and eighty percent (80%) for alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue, as stated in the Agreement. Individual PAGA awards will be paid as alleged penalties and reported on IRS Forms 1099. No claim form will be required for payment.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. The Settlement Administrator will calculate two workweek rates for Class Members. Seventy-five percent (75%) of the class settlement portion will be allocated to workweeks from May 20, 2021, through August 31, 2024 ("Period 1 Workweeks"), and twenty-five percent (25%) to workweeks from September 1, 2024, through November 7, 2025 ("Period 2 Workweeks"). The Period 1 Workweek Rate is determined by dividing the Period 1 allocation by the total number of Period 1 Workweeks worked by participating Class Members; the Period 2 Workweek Rate is calculated the same way using the Period 2 allocation and participating Class Members' Period 2 Workweeks. Each Participating Class Member's Individual Class Payment will equal that person's Period 1 Workweeks multiplied by the Period 1 Workweek Rate, plus that person's Period 2 Workweeks multiplied by the Period 2 Workweek Rate. Class Members who worked in both periods will receive a calculation for both periods. Those who opt out will not receive a Class Payment.

Each Aggrieved Employee's share of the 35% portion of the PAGA Payment ($8,750.00) will be determined by dividing the number of pay periods the individual worked during the PAGA Period by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. That fraction will then be multiplied by $8,750.00 to arrive at the Aggrieved Employee's individual PAGA share. Defendants' records indicate that you worked the number of PAGA pay periods stated on the first page of this

notice. Your estimated PAGA Payment is included in the estimated total Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of an Individual Settlement Amount will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement, or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records, and Resolution of Workweek and Pay Period Disputes

For each Class Member and Aggrieved Employee, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks or PAGA pay periods worked by an individual. If a Class Member or Aggrieved Employee disputes the accuracy of Defendants' records, any supporting documents evidencing additional workweeks or pay periods should be submitted to the Settlement Administrator. The dispute should (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) identify the person submitting it; and (d) be received or postmarked no later than [WORKWEEK/PAY PERIOD DISPUTE DEADLINE – 30 DAYS AFTER MAILING]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided, and the Settlement Administrator's decision will be final as provided in the Agreement.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class Members who do not opt out will be deemed to have released 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. Such Released Class Claims include alleged failure to pay regular and minimum wages, 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, including claims under California Labor Code sections 201–203, 223, 226, 226.3, 226.7, 351, 510, 512, 558, 1194, 1194.2, and 2802; California Industrial Welfare Commission Wage Order No. 5, sections 3, 4, 11 and 12; and Business and Professions Code section 17200 et seq., all as based on the facts of the operative Complaint (the "Released Class Claims"). The Class Release Period is May 20, 2021, through November 7, 2025. Expressly excluded from the release are claims for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and claims based on facts occurring outside the Class Release Period. This release will cover all Class Members who do not opt out.

Aggrieved Employees will be deemed to have released all claims arising during the PAGA Release Period seeking civil penalties under the Private Attorneys General Act ("PAGA"), California Labor Code section 2698 et seq., that Plaintiff Mazie Martin, as proxy for the State of California and/or the LWDA, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA notice. These Released PAGA Claims include claims arising under California Labor Code sections 201–203, 223, 226, 226.3, 226.7, 246, 246.5, 248.5, 351, 510, 512, 558, 1194, 1194.2, and 2802, and Industrial Welfare Commission Wage Order No. 5, sections 3, 4, 11 and 12. Under the Agreement, the PAGA Release Period extends from May 20, 2024, through November 7, 2025. PAGA claims covered by the Settlement will be released whether or not an Aggrieved Employee cashes a check or opts out of the class settlement. Aggrieved Employees cannot opt out of the Released PAGA Claims.

The entities and individuals released ("Released Parties") include Defendants Twin Rocks Estate Vineyards and Winery, Inc., Angela Sehr and Jim Sehr, together with Defendants' officers, shareholders, directors, agents, employees, attorneys and insurers, as stated in the Agreement.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek and PAGA pay-period information is accurate, you do not need to take any further action. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek or pay-period calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you timely request this by [OPT-OUT DEADLINE – 30 DAYS AFTER THE NOTICE MAILING DATE]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (i.e., "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt out should (a)

state your full name and mailing address; (b) state that you do not want to be a Class Member, do not want to participate in the class settlement, or want to be excluded from the class settlement; (c) identify the case name and number (i.e., Martin v. Twin Rocks Estate Vineyards and Winery, Inc., S-CV0055350); (d) be signed; and (e) be postmarked no later than [OPT-OUT DEADLINE]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

Apex Class Action, LLC
[CASE-SPECIFIC MAILING ADDRESS / P.O. BOX]Re: Martin v. Twin Rocks Estate Vineyards and Winery, Inc. (S-CV0055350)

If you submit a request to opt out which is not postmarked by [OPT-OUT DEADLINE], your request may be rejected as untimely, and you will be bound by the class release and all other applicable terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer participate in the class portion of this settlement and not receive an individual Class Payment. Aggrieved Employees cannot opt out of the PAGA settlement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection stating your name and contact information, that you are a Class Member, the reasons for the objection(s), the case name and number (Martin v. Twin Rocks Estate Vineyards and Winery, Inc., S-CV0055350), and any supporting documents. Written objections should be received or postmarked no later than [OBJECTION DEADLINE – 30 DAYS AFTER MAILING] and sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and may be reviewed through the Placer County Superior Court's public case records [CONFIRM COURT CASE ACCESS LINK]. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each Class Member who does not opt out of the Settlement will release Defendants and the Released Parties from the Released Class Claims described above. Every Aggrieved Employee will be bound by the Released PAGA Claims, whether or not that person excludes themselves from the class portion. In other words, if you are a Class Member and do not exclude yourself from the class settlement, you will be deemed to have released the above-described Class Claims, and you will be barred from suing Defendants and Released Parties with respect to those claims. The PAGA release applies separately to all Aggrieved Employees. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 3, [PLACER COUNTY SUPERIOR COURT HEARING ADDRESS], on March 12, 2027, at 8:30 a.m. [DATE, TIME AND LOCATION TO BE CONFIRMED IN THE COURT'S PRELIMINARY-APPROVAL ORDER] to determine whether the Agreement should be finally approved as fair, reasonable, and adequate. Remote appearance information, if offered by the Court: [COURT-APPROVED REMOTE APPEARANCE INSTRUCTIONS]. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and each Class Representative's $10,000.00 Service Award. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at [PLACER COUNTY SUPERIOR COURT PUBLIC CASE ACCESS LINK OR APPROVED SETTLEMENT WEBSITE]. You can also contact Class Counsel or Defendants' Counsel as follows:

Brittany V. Berzin
Employee & Consumer Advocates
of Northern California PC
520 Capitol Mall, Suite 150
Sacramento, CA 95814
Telephone: (916) 964-2472
Email: brittany@norcaladvocates.com
On behalf of Plaintiffs

Anh Nguyen
Avan Law, PC
9295 E. Stockton Blvd. Ste. 20
Elk Grove, CA 95624
Telephone: 916-896-7292
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [APEX SETTLEMENT HOTLINE – CONFIRM NUMBER].

BY ORDER OF THE COURT

EXHIBIT G