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

MAXIMINO GUIDO CABALLERO,
 individually, and on behalf of all others
 similarly situated,

Plaintiff,

v.

STAG'S LEAP WINE CELLARS, LLC, a
 limited liability company; and DOES 1
 through 10, inclusive,

Defendants.

Case No.: 25CV001300

CLASS AND REPRESENTATIVE ACTION

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

Complaint Filed: June 25, 2025
 First Amended Complaint: September 4, 2025
 Trial Date: None Set

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Maximino Guido Caballero ("Plaintiff") and Defendant Stag's Leap Wine Cellars, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or each individually as "Party."

1. DEFINITIONS.

1.1. "Action" means *Maximino Guido Caballero v. Stag's Leap Wine Cellars, LLC*, Superior Court of the State of California, County of Napa, Case No. 25CV001300.

1.2. "Administrator" means APEX Class Action Administration ("APEX"), the neutral entity the Parties have agreed to appoint to administer the Settlement following a competitive bidding process, or such other settlement administrator as may be approved by the Court.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator's bid submitted to the Court in connection with seeking the Preliminary Approval Order.

1.4. "Aggrieved Employee" means, for purposes of Settlement, all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period.

1.5. "Class" means, for purposes of Settlement, all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period.

1.6. "Class Counsel" means Kane Moon, Allen Feghali, Enzo Nabiev, and Jason Kwak of Moon Law Group, PC.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Costs Payment" mean the amounts allocated to Class Counsel for payment of reasonable attorneys' fees and reimbursement of actual expenses, respectively, incurred to prosecute the Action.

- 1.8. "Class Data" means Class Member identifying information in Defendant's possession, including each individual's full name, last-known mailing and/or e-mail address, Social Security Number, dates of employment, number of Workweeks, and number of PAGA Pay Periods.
- 1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee). Excluded from the Settlement Class will be any Non-Participating Class Member.
- 1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. "Class Notice" means the Court-Approved Notice of Class and PAGA Action Settlement and Hearing Date for Final Court Approval, to be mailed by the Administrator to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement, along with a Spanish translation thereof.
- 1.12. "Class Period" means, for purposes of Settlement, the period from June 25, 2021, through May 15, 2026.
- 1.13. "Class Representative" means the named Plaintiff in the Action who is seeking the Court's appointment as the Class Representative.
- 1.14. "Class Representative Enhancement Award" means the payment to Plaintiff in exchange for a general release, and in recognition of having initiated the Action, provided services in support thereof, and incurred risks inherent in the role of named Plaintiff.
- 1.15. "Court" means the Superior Court of California, County of Napa.
- 1.16. "Defendant" means Stag's Leap Wine Cellars, LLC, the named Defendant in the Action.
- 1.17. "Defense Counsel" means Boris Sorsher and Harrison Zator of Fisher & Phillips LLP.

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

1.19. "Final Approval Order" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the motion for final approval of the Settlement.

1.21. "Gross Settlement Amount" means \$300,000.00, the total non-reversionary amount Defendant agrees to pay to resolve the Class and PAGA claims in the Action, subject to any increase under the escalator clause provided at Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees and Litigation Costs Payments, the Class Representative Enhancement Award, and the Administration Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendant agrees to pay its employer-share of payroll taxes owed on the Wage Portion of Individual Class Payments.

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

1.23. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 35% of the PAGA Penalties as calculated by the Administrator according to the number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

- 1.24. "Judgment" means the Judgment entered by the Court upon the Final Approval Order.
- 1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to the LWDA PAGA Payment.
- 1.26. "LWDA PAGA Payment" means sixty-five percent (65%) of the PAGA Penalties.
- 1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members through Individual Class Payments.
- 1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. "Operative Complaint" means Plaintiff's First Amended Class Action and Representative Action Complaint, filed on September 4, 2025.
- 1.30. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant in California at least one day during the PAGA Period.
- 1.31. "PAGA Period" means, for purposes of Settlement, the period from June 21, 2024, through May 15, 2026.
- 1.32. "PAGA" means the California Private Attorneys General Act, Lab. Code §§ 2698, *et seq.*
- 1.33. "PAGA Notice" means Plaintiff's June 21, 2025, Notice of California Labor Code Violations and PAGA Penalties, sent to Defendant and submitted to the LWDA pursuant to California Labor Code § 2699.3(a)(1)(A), LWDA Case No. LWDA-CM-1106768-25.
- 1.34. "PAGA Penalties" means \$20,000.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as thirty-five percent (35%) (\$7,000.00) to the Aggrieved Employees and sixty-five percent

(65%) (\$13,000.00) to the LWDA.

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

1.36. "Plaintiff" means Maximino Guido Caballero, the named Plaintiff in the Action.

1.37. "Preliminary Approval Order" means the Court's order granting preliminary approval of the Settlement.

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

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

1.40. "Released Parties" means Defendant, together with its officers, directors, members, managers, shareholders, employees, agents, attorneys, insurers and re-insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.

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

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

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

1.44. "Workweek" means any workweek during which a Class Member worked for

Defendant in California at least one day during the Class Period.

2. RECITALS.

2.1. On June 25, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*].

2.2. Pursuant to California Labor Code section 2699.3(a)(1)(A), Plaintiff submitted the PAGA Notice to the LWDA by online filing on June 21, 2025 (LWDA Case No. LWDA-CM-1106768-25), and caused the PAGA Notice to be served on Defendant via certified mail on June 25, 2025. The administrative exhaustion period under PAGA expired without any notice from the LWDA of intent to investigate the allegations.

2.3. On September 4, 2025, Plaintiff filed the First Amended Class Action and Representative Action Complaint, adding a cause of action for civil penalties under PAGA [Cal. Lab. Code § 2699, *et seq.*], which constitutes the Operative Complaint.

2.4. On May 5, 2026, the Parties participated in a mediation presided over by experienced wage-and-hour mediator, Marc Feder, Esq., which led to this Agreement to settle the Action (the "Mediation").

2.5. For mediation, Plaintiff obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully evaluate the claims at issue in the Action. The discovery included written documents regarding Defendant's wage-and-hour policies and practices in effect during the Class Period, time and payroll data, and demographic data for Class Members. This investigation was sufficient to satisfy the

criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008). Based on their own independent investigation and evaluation, Plaintiff and Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate and in the best interest of the Class and the LWDA, considering all known facts and circumstances, including the risk of significant delay, that Class claims may not be certified by the Court based on the defenses asserted by Defendant, and numerous potential appellate issues.

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

2.7. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Action. Defendant further denies that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment. Defendant contends, among other things, that Plaintiff and the Class have been provided legally compliant meal and rest periods and any premiums owed for non-compliant meal and rest periods, have been paid proper minimum and overtime wages, have been timely paid throughout employment as well as final wages upon separation of employment, have been reimbursed for necessary and reasonable business expenses, and have been provided with accurate itemized wage statements. Defendant contends that it has complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, and all other applicable laws.

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

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Subject to entry of the Court's Final Approval Order, Defendant agrees to pay \$300,000.00, subject to any increase under the escalator clause

1 in Paragraph 8 below, as the Gross Settlement Amount, and to separately pay its
2 employer-share of payroll taxes owed on the Wage Portion of the Individual Class
3 Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any
4 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The
5 Administrator shall disburse the entire Gross Settlement Amount without asking or
6 requiring any Class Member to submit a claim as a condition of payment. None of the
7 Gross Settlement Amount shall revert to Defendant.

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

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

23 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third
24 (33 1/3%) of the Gross Settlement Amount, currently estimated to be
25 \$100,000.00 and subject to potential increase under the escalator clause, and a
26 Class Counsel Litigation Costs Payment for reimbursement of reasonable
27 litigation costs actually incurred, but not to exceed \$25,000.00. Plaintiff and/or
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1 Class Counsel will file a motion for Class Counsel Attorneys' Fees and
2 Litigation Costs Payments no later than sixteen (16) court days prior to the Final
3 Approval Hearing. If the Court approves payments less than the amounts
4 requested, the Administrator shall allocate the remainder to the Net Settlement
5 Amount. Released Parties shall have no liability to Class Counsel or any other
6 Plaintiff's counsel arising from any claim to any portion of any Class Counsel
7 Attorneys' Fees Payment and/or Class Counsel Litigation Costs Payment. The
8 Administrator shall pay the Class Counsel Fees Payment and Class Counsel
9 Litigation Costs Payment using one or more IRS 1099 Forms. Class Counsel
10 assumes full responsibility and liability for any taxes owed on the Class Counsel
11 Attorneys' Fees and Litigation Costs Payments, and holds Defendant harmless,
12 and indemnifies Defendant, from any dispute or controversy regarding any
13 division or sharing of any of these payments.

14 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
15 \$7,490.00 except for a showing of good cause and as approved by the Court.
16 To the extent actual expenses are less and/or the Court approves payment less
17 than the requested amount, the Administrator shall allocate the remainder to the
18 Net Settlement Amount.

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

24 3.2.4.a. Tax Allocation of Individual Class Payments. Fifteen percent (15%) of
25 each Participating Class Member's Individual Class Payment shall be
26 allocated to settlement of wage claims (the "Wage Portion"). The Wage
27 Portion is subject to tax withholding and shall be reported on IRS W-2
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Forms by the Administrator. The remaining eighty-five percent (85%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portion is not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of \$20,000.00 to be paid from the Gross Settlement Amount, shall be distributed as sixty-five percent (65%) (\$13,000.00) to the LWDA through a LWDA PAGA Payment and thirty-five percent (35%) (\$7,000.00) to Aggrieved Employees through Individual PAGA Payments.

3.2.5.a. The Administrator shall calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties (\$7,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee. Individual PAGA Payments shall be treated as one hundred percent (100%) penalties for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual PAGA Payments are not subject to withholdings

and shall be reported on IRS 1099 Forms by the Administrator.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of Defendant's records, Defendant estimates that there are approximately 243 Class Members who collectively worked a total of approximately 20,860 Workweeks during the Class Period, and approximately 142 Aggrieved Employees who worked a total of approximately 4,140 PAGA Pay Periods during the PAGA Period.

4.2. Class Data. Not later than fourteen (14) calendar days after entry of the Court's Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to effect and perform under this Agreement. If Defendant discovers that Class Data is incorrect, Defendant will provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Settlement Funding. Within seven (7) calendar days of receipt of notice of the entry of the Court's Final Approval Order, the Administrator shall provide Defendant with the total amount of Defendant's employer-share of payroll taxes owed and the wiring and/or mailing instructions. Within thirty (30) calendar days of the Final Approval Order, Defendant shall fund the Gross Settlement Amount and its employer-share of payroll

1 taxes by transmitting the funds into a Qualified Settlement Fund ("QSF") established
2 and maintained by the Administrator.

3 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
4 Defendant fully funds the amounts owed under the Settlement, the Administrator shall
5 mail checks for all Individual Class Payments, all Individual PAGA Payments, the
6 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel
7 Fees Payment, the Class Counsel Litigation Costs Payment, and the Class
8 Representative Enhancement Award. Disbursement of the Class Counsel Fees
9 Payment, the Class Counsel Litigation Costs Payment, and the Class Representative
10 Enhancement Award shall not precede disbursement of Individual Class Payments and
11 Individual PAGA Payments.

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

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

8 4.4.3. For any Class Member whose Individual Class Payment and/or Individual
9 PAGA Payment is uncashed after the Void Date, the Administrator shall cancel
10 those checks and transmit the funds represented by such checks to the California
11 State Controller's Office to be held pursuant to the Unclaimed Property Law,
12 California Civil Code section 1500, *et seq.*, in the name of each individual who
13 failed to timely cash his or her check, until such time that he or she claims his
14 or her property, leaving no "unpaid residue" in accordance with the
15 requirements of California Code of Civil Procedure section 384(b).

16 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
17 shall not obligate Defendant to confer any additional benefits or make any
18 additional payments to Class Members (such as 401(k) contributions or
19 bonuses) beyond those specified in this Agreement.

20 **5. RELEASES OF CLAIMS.**

21 5.1. Plaintiff's Release. Plaintiff releases the Released Parties from any and all claims,
22 causes of action, penalties, damages, liabilities, and demands that were alleged in the
23 Operative Complaint, or that reasonably could have been alleged based solely on the
24 facts asserted therein including but not limited to (1) failure to pay minimum wages;
25 (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure
26 to authorize and permit rest breaks; (5) failure to timely pay final wages at termination;
27 (6) failure to provide accurate itemized wage statements; (7) failure to indemnify
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1 necessary business expenses; (8) unfair business practices; (9) statutory penalties of any
2 nature; (10) interest; (11) attorneys' fees and costs; and (12) any other claims arising
3 out of or related to the Operative Complaint during the Class Period ("Plaintiff's
4 Release"). Plaintiff acknowledges that Plaintiff may discover facts and/or law different
5 from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to
6 be true but agrees nonetheless that Plaintiff's Release shall remain effective in all
7 respects as to the claims released herein. Notwithstanding the foregoing, Plaintiff's
8 Release excludes any claims or actions to enforce the Settlement, any claims for vested
9 benefits, unemployment benefits, disability benefits, social security benefits, or
10 workers' compensation benefits, any claims that are not releasable as a matter of law
11 or public policy, and any claims arising after the date Plaintiff signs this Agreement.

12 5.2. Released Class Claims. All Participating Class Members, on behalf of themselves and
13 their respective former and present representatives, agents, attorneys, heirs,
14 administrators, successors, and assigns, release the Released Parties from all claims that
15 were alleged in Plaintiff's Operative Complaint or that reasonably could have been
16 alleged based solely on the facts asserted therein including but not limited to (1) failure
17 to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide
18 meal periods; (4) failure to authorize and permit rest breaks; (5) failure to timely pay
19 final wages at termination; (6) failure to provide accurate itemized wage statements; (7)
20 failure to indemnify necessary business expenses; (8) unfair business practices; (9)
21 statutory penalties of any nature; (10) interest; (11) attorneys' fees and costs; and (12)
22 any other claims arising out of or related to the Operative Complaint during the Class
23 Period (collectively, "Released Class Claims"). The Released Class Claims exclude any
24 claims for vested benefits, unemployment benefits, disability benefits, social security
25 benefits or workers' compensation benefits that arose at any time, any claims that are
26 not releasable as a matter of law or public policy, and any claims arising outside the
27 Class Period.
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1 5.3. Released PAGA Claims. Plaintiff and the LWDA are deemed to release, on behalf of
2 themselves and their respective former and present representatives, agents, attorneys,
3 heirs, administrators, successors, and assigns, the Released Parties from all claims for
4 PAGA penalties, which were alleged, or reasonably could have been alleged, in
5 Plaintiff's PAGA Notice to the LWDA and in Plaintiff's Operative Complaint, including
6 but not limited to claims under Labor Code sections 201, 202, 203, 204, 210, 226, 226.3,
7 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2699, and
8 2802 (collectively, "Released PAGA Claims"). The Released PAGA Claims include
9 only claims for penalties under PAGA that arose during the PAGA Period.

10 5.4. Date Releases Become Effective. The released claims described in Paragraphs 5.1-5.3
11 above shall become effective upon entry of the Court's Final Approval Order and
12 Defendant's full funding of the Gross Settlement Amount and its employer-share of
13 payroll taxes.

14 **6. MOTION FOR PRELIMINARY APPROVAL.**

15 6.1. Defendant's Declarations in Support of Preliminary Approval. Within seven (7)
16 calendar days of the full execution of this Agreement, Defense Counsel shall prepare
17 and deliver to Class Counsel a signed declaration from Defense Counsel regarding any
18 pending actions asserting claims that will be extinguished or adversely affected by the
19 Settlement. Specifically, the declaration shall state whether the attorney is aware of any
20 class, representative or other collective action in any other court in this or any other
21 jurisdiction that asserts claims similar to those asserted in this action on behalf of a class
22 or group of individuals some or all of whom would also be members of the class defined
23 in this action, and if so, include the name and case number of any such case, the nature
24 of the claims asserted, the definition of the class or other parties on whose behalf the
25 action is brought, and the procedural status of the case.

26 6.2. Plaintiff's Responsibilities. Plaintiff shall prepare, and deliver to Defense Counsel for
27 review, and file all documents necessary for obtaining a Preliminary Approval Order,
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including: (i) a notice and memorandum in support of the motion for preliminary approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2); (ii) a proposed order granting preliminary settlement approval and approving the proposed Class Notice; (iii) a signed declaration from the Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, Defendant, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve as the Class Representative, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) signed declarations from Class Counsel attesting to competency to represent Class Members; transmission to the LWDA of all necessary PAGA documents (Plaintiff's PAGA Notice [Lab. Code § 2699.3(a)], the Operative Complaint [Lab. Code § 2699(s)(1)], and this Agreement [Lab. Code § 2699(s)(2)]); and (vi) all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator.

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

6.4. Duty to Cooperate. If the Court does not grant preliminary approval outright, or conditions a preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties

1 by meeting, in person or by telephone, and in good faith, to modify the Agreement and
2 otherwise satisfy the Court's concerns.

3 6.5. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
4 Defense Counsel separately agree that until the Motion for Preliminary Approval of
5 Settlement is filed, they and each of them will not disclose, disseminate, or publicize,
6 or cause or permit another person to disclose, disseminate, or publicize, any of the terms
7 of the Agreement or Settlement, directly or indirectly, specifically or generally, to any
8 person, corporation, association, government agency, or other entity. In response to any
9 inquiries, Plaintiff and Class Counsel will state that "the case was resolved," or similar
10 words to that effect, and Plaintiff and Class Counsel will not communicate with or to
11 anyone regarding the Settlement, nor report the Settlement or its content in any medium
12 or in any publication, will not post or report anything regarding the claims of Plaintiff
13 or Class Members online or through social media, and will not contact any reporters or
14 media regarding the Settlement. Notwithstanding the foregoing, nothing in this
15 Paragraph is intended to prohibit: (i) Plaintiff from disclosing the Settlement with his
16 immediate family members, attorneys, tax advisors, or taxing authorities; (ii) Class
17 Counsel from disclosing the Settlement to tax advisors or taxing authorities; (iii) Class
18 Counsel from meeting any ethical and fiduciary duties owed to Plaintiff or other Class
19 Members; (iv) Class Counsel from communicating with Plaintiff or providing Plaintiff
20 with legal representation; or (v) Class Counsel from making a limited disclosure to the
21 Court and the LWDA for purposes of obtaining settlement approval or enforcing the
22 Settlement.

23 **7. SETTLEMENT ADMINISTRATION.**

24 7.1. Selection of Administrator. The Parties have jointly selected APEX to serve as the
25 Administrator and have verified that, as a condition of appointment, the Administrator
26 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified
27 in this Agreement in exchange for the Administration Expenses Payment. The Parties
28

and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator, other than a professional relationship arising out of prior experiences administering settlements.

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

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1, 26 C.F.R. section 1.468B-1 *et seq.* The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations section 1.468B-1, 26 C.F.R. sections 1.468B-1, *et seq.*, and shall be administered by the Administrator as such.

7.4. Notice to Class Members.

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

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

1 7.4.3. Not later than three (3) business days after the Administrator's receipt of any
2 Class Notice returned by the USPS as undelivered, the Administrator shall re-
3 mail the Class Notice using any forwarding address provided by the USPS. If
4 the USPS does not provide a forwarding address, the Administrator shall
5 conduct a Class Member Address Search and shall re-mail the Class Notice to
6 the most current address obtained. The Administrator has no obligation to make
7 further attempts to locate or send Class Notices to Class Members whose Class
8 Notice is returned as undelivered by the USPS a second time.

9 7.4.4. For all Class Members whose initial Class Notice is re-mailed, the deadline for
10 submitting Objection Forms, Workweek and/or PAGA Pay Periods challenges,
11 and Request for Exclusion Forms shall be extended an additional fourteen (14)
12 calendar days beyond the sixty (60) calendar days otherwise provided in the
13 Class Notice. The Administrator shall inform the Class Member of the extended
14 Response Deadline with the re-mailed Class Notice.

15 7.4.5. If the Administrator, Defendant, Defense Counsel, or Class Counsel is
16 contacted by or otherwise discovers any persons who believe they should have
17 been included in the Class Data and should have received a Class Notice, the
18 Parties will expeditiously meet and confer in an effort to agree on whether to
19 include them as Class Members. If the Parties agree, such persons will be Class
20 Members entitled to the same rights as other Class Members, and the
21 Administrator will send, via e-mail or overnight delivery, a Class Notice
22 requiring them to exercise options under this Agreement not later than fourteen
23 (14) calendar days after receipt of Class Notice, or the Response Deadline,
24 whichever date is later.

25 7.5. Requests for Exclusion (Opt-Outs).

26 7.5.1. Class Members who wish to exclude themselves from the Class Settlement may
27 opt-out by sending the Administrator a Request for Exclusion, which
28

1 reasonably communicates the Class Member's desire to opt-out of the
2 Settlement and includes the Class Member's full name, current mailing address,
3 last four digits of their Social Security Number (for verification of identity
4 purposes), and identifies the Action as *Maximino Guido Caballero v. Stag's*
5 *Leap Wine Cellars, LLC* (Napa County Superior Court Case No. 25CV001300).
6 The Request for Exclusion must be signed and dated by the Class Member or
7 his/her legal representative. To be timely, a Request for Exclusion must be
8 emailed or mailed, and transmitted or postmarked by the Response Deadline.

9 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
10 fails to contain all the information specified in the Class Notice. The
11 Administrator shall accept any Request for Exclusion as valid if the
12 Administrator can reasonably ascertain the identity of the person as a Class
13 Member and the Class Member's desire to be excluded. The Administrator's
14 determination shall be final and not appealable or otherwise susceptible to
15 challenge.

16 7.5.3. Every Class Member who does not submit a timely and valid Request for
17 Exclusion shall be deemed to be a Participating Class Member under this
18 Agreement, entitled to all benefits and bound by all terms and conditions of the
19 Settlement, including the Released Class Claims under Paragraph 5.2 above,
20 regardless of whether the Participating Class Member actually receives the
21 Class Notice or objects to the Settlement.

22 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion
23 shall be deemed a Non-Participating Class Member and not entitled to an
24 Individual Class Payment or have the right to object to the class action
25 components of the Settlement.

26 7.5.5. Because future PAGA claims are subject to claim preclusion upon entry of the
27 Final Approval Order and Judgment, Non-Participating Class Members who
28

are Aggrieved Employees are subject to and bound by the Released PAGA Claims identified in Paragraph 5.3 above and shall receive an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have the opportunity to challenge the number of Workweeks and PAGA Pay Periods allocated to that Class Member as reported in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator. Any challenges must be emailed or mailed, and transmitted or postmarked by the Response Deadline. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods reported in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel as well as the Administrator's determination regarding the challenges.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may object by sending the Administrator a written Objection, which reasonably communicates the Class Member's basis for objecting and includes the Class Member's full name, current mailing address, last four digits of their Social Security Number, and identifies the Action as

Maximino Guido Caballero v. Stag's Leap Wine Cellars, LLC (Napa County Superior Court Case No. 25CV001300). The written Objection must also be signed and dated by the Class Member or his/her legal representative. To be valid, the written Objection must be timely emailed or mailed, and transmitted or postmarked by the Response Deadline.

7.7.3. In the alternative and/or in addition to submitting a written Objection, Participating Class Members may appear, either personally or hire an attorney to appear on his or her behalf, in Court to present verbal objections at the Final Approval Hearing.

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

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

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

7.8.2. Requests for Exclusion (Opt-Outs), Exclusion List, and Objections. The Administrator shall promptly review, on a rolling basis, Requests for Exclusion and written Objections to ascertain their validity and timeliness. No later than five (5) business days after the Response Deadline, the Administrator shall email a list to Defense Counsel containing (a) the names of Class Members who have submitted valid and timely Requests for Exclusion (the "Exclusion List")

1 or written Objections; (b) the names of Class Members who have submitted
2 invalid and/or untimely Requests for Exclusion or written Objections; and (c)
3 copies of all Requests for Exclusion or written Objections submitted (whether
4 valid or invalid, timely or untimely) with Class Members' address, social
5 security number, and any contact information redacted.

6 7.8.3. Weekly Reports. The Administrator shall, on a weekly basis, provide written
7 reports to Class Counsel and Defense Counsel that, among other things, tally
8 the number of: Class Notices mailed, re-mailed, or returned undelivered;
9 Requests for Exclusion (whether valid or invalid, timely or untimely) received;
10 written Objections received (whether valid or invalid, timely or untimely);
11 challenges to Workweeks and/or PAGA Pay Periods received and/or resolved;
12 and checks mailed for Individual Class Payments and Individual PAGA
13 Payments ("Weekly Reports"). The Weekly Reports must include the
14 Administrator's assessment of Requests for Exclusion, written Objections, and
15 challenges to Workweek and/or PAGA Pay Periods.

16 7.8.4. Administrator's Declaration. No later than fourteen (14) calendar days before
17 the date by which Plaintiff is required to file the motion for final approval of the
18 Settlement, the Administrator shall provide to Class Counsel and Defense
19 Counsel a signed declaration suitable for filing in Court, attesting to its due
20 diligence and compliance with all of its obligations under this Agreement,
21 including, without limitation, its mailing of the Class Notice, the Class Notices
22 returned as undelivered, the re-mailing of Class Notices, attempts to locate
23 Class Members, the Response Deadline and any extended deadline for re-
24 mailed Class Notices, the total number of Requests for Exclusion Forms
25 received (both valid or invalid, timely or untimely), and the number of
26 Objections Forms (both valid or invalid, timely or untimely). The Administrator
27 will supplement its declaration as needed or requested by the Parties and/or the
28

1 Court. Class Counsel is responsible for filing the Administrator's declaration(s)
2 in Court.

3 7.8.5. Final Report by Settlement Administrator. Within ten (10) business days after
4 the Administrator disburses all funds in the Gross Settlement Amount, the
5 Administrator shall provide Class Counsel and Defense Counsel with a final
6 report detailing its disbursements by employee identification number only of all
7 payments made under this Agreement. At least fourteen (14) calendar days
8 before any deadline set by the Court, the Administrator shall prepare and submit
9 to Class Counsel and Defense Counsel a signed declaration suitable for filing
10 in Court attesting to its disbursement of all payments required under this
11 Agreement. Class Counsel is responsible for filing the Administrator's
12 declaration in Court.

13 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.**

14 The Gross Settlement Amount was negotiated based on Defendant's estimate that there are
15 approximately 20,860 Workweeks during the Class Period. If the actual number of Workweeks is more
16 than 10% of the estimated count (i.e., if the actual number of Workweeks is more than 22,946), then
17 Defendant agrees, at its sole option, to either (a) make a proportional increase to the Gross Settlement
18 Amount by the percentage increase for each additional Workweek above 22,946, or (b) end the Class
19 and PAGA Periods early as of the date upon which the actual number of Workweeks totals 22,946.
20 Defendant agrees to inform Plaintiff's Counsel of its election prior to the Preliminary Approval
21 Hearing.

22 **9. DEFENDANT'S RIGHT TO WITHDRAW.**

23 If the number of valid Requests for Exclusion exceeds ten percent (10%) of the total of all Class
24 Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties
25 agree that, if Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect
26 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
27 provided, however, Defendant will remain responsible for paying all Settlement Administration
28

Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than five (5) business days prior to the Final Approval Hearing.

10. MOTION FOR FINAL APPROVAL.

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

10.2. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

10.4. Enforceability and Continuing Jurisdiction of the Court. The Parties agree that this Agreement will be final, binding, and enforceable pursuant to California Code of Civil Procedure section 664.6. The Parties further agree that the Napa County Superior Court

will have continuing jurisdiction over the Parties, the Action, this Agreement, and the Settlement, including following any entry of Judgment for purposes of enforcement, interpretation, settlement administration, and any post-Judgment issues that arise.

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

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

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

1 **11. ADDITIONAL PROVISIONS.**

2 11.1. No Admission of Liability, Class Certification, or Representative Manageability for
3 Other Purposes. This Settlement represents a compromise and settlement of highly
4 disputed claims. Nothing in this Agreement is intended or should be construed as an
5 admission by Defendant that any of the allegations in the Action, Operative Complaint,
6 and PAGA Notice have merit or that Defendant has any liability for any claims asserted;
7 nor should it be intended or construed as an admission by Plaintiff that Defendant's
8 affirmative defenses in the Action have any merit. The Parties agree that class
9 certification and representative treatment is for purposes of this Settlement only. If, for
10 any reason, the Court does not grant preliminary and/or final approval of the Settlement,
11 or enter Judgment, Defendant reserves the right to contest certification of any class for
12 any reasons and reserves all available defenses to the claims in the Action, and Plaintiff
13 reserves the right to move for class certification on any grounds available and to contest
14 Defendant's affirmative defenses. The Settlement, this Agreement, and the Parties'
15 willingness to settle the Action will have no bearing on, and will not be admissible in
16 connection with, any litigation (except for proceedings to enforce or effectuate the
17 Settlement and this Agreement).

18 11.2. No Solicitation. The Parties separately agree that they and their respective counsel and
19 employees, if any, will not solicit any Class Member to opt out of or object to the
20 Settlement or appeal from the Final Approval Order and Judgment. Nothing in this
21 Paragraph shall be construed to restrict Class Counsel's ability to communicate with
22 Class Members in accordance with any ethical and fiduciary obligations owed to Class
23 Members.

24 11.3. Integrated Agreement. Upon execution by all Parties and their respective counsel, this
25 Agreement, together with its attached exhibits, shall constitute the entire agreement
26 between the Parties relating to the alleged class and PAGA claims in the Action,
27 superseding any and all oral representations, warranties, covenants, or inducements
28

made to or by any Party.

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

11.5. Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, and in good faith, to implement the Settlement by, among other things, modifying this Agreement and/or submitting supplemental evidence and supplemental points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Marc Feder, Esq. and/or the Court for resolution.

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

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

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

11.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to

the benefit of, the successors of each of the Parties.

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

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

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

11.13. Use of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152 and all copies and summaries of the Class Data provided to Class Counsel by Defendant or Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement may be used only with respect to the Action and the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.15. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall

be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or legal court holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Kane Moon | E-mail: kmoon@moonlawgroup.com
 Allen Feghali | E-mail: afeghali@moonlawgroup.com
 Enzo Nabiev | E-mail: enabiev@moonlawgroup.com
 Jason Kwak | E-mail: jkwak@moonlawgroup.com
MOON LAW GROUP, PC
 725 S. Figueroa Street, 31st Floor
 Los Angeles, California 90017

To Defendant:

Boris Sorsher | E-mail: bsorsher@fisherphillips.com
 Harrison Zator | E-mail: hzator@fisherphillips.com
FISHER & PHILLIPS LLP
 2050 Main Street, Suite 1000
 Irvine, California 92614

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

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

1 continued litigation.

2 11.19. Execution in Counterparts. This Agreement may be executed in one or more
3 counterparts, and electronic signatures (e.g., DocuSign, Adobe) for purposes of this
4 Agreement shall be accepted as an original. All executed counterparts and each of them
5 will be deemed to be one and the same instrument if counsel for the Parties will
6 exchange between themselves signed counterparts. Any executed counterpart will be
7 admissible in evidence to prove the existence and contents of this Agreement.

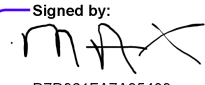
8 11.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
9 litigation shall be stayed, except to effectuate the terms of this Agreement. Pursuant to
10 California Code of Civil Procedure section 583.330, the Parties further agree that the
11 date to bring a case to trial under California Code of Civil Procedure section 583.310
12 will be extended for the duration of the settlement approval process.

AGREED AND UNDERSTOOD BY:

Plaintiff & Class Representative:

Dated: 7/6/2026

By: _____

Signed by:

D7D961FA7A35489...

Maximino Guido Caballero

Defendant:

Dated: _____

By: _____

Stag's Leap Wine Cellars, LLC

Name: _____

Title: _____

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:

Dated: 7/6/2026

MOON LAW GROUP, PC

By: _____



Kane Moon

Allen Feghali

Enzo Nabiev

Jason Kwak

Attorneys for Plaintiff Maximino Guido Caballero

Defendant's Counsel:

Dated: _____

FISHER & PHILLIPS LLP

By: _____

Boris Sorsher

Harrison Zator

Attorneys for Defendant Stag's Leap Wine Cellars, LLC

1 **AGREED AND UNDERSTOOD BY:**

2 **Plaintiff & Class Representative:**

3 Dated: _____ By: _____
4 Maximino Guido Caballero

5 **Defendant:**

6 Dated: 07/02/2026 By: Juan Munoz-Oca
7 Stag's Leap Wine Cellars, LLC

8 Name: juan munoz oca

9 Title: COO

10
11 **APPROVED AS TO FORM ONLY BY:**

12 **Plaintiff's Counsel:**

13 Dated: _____ **MOON LAW GROUP, PC**

14
15 By: _____
16 Kane Moon
17 Allen Feghali
18 Enzo Nabiev
19 Jason Kwak
20 *Attorneys for Plaintiff Maximino Guido*
21 *Caballero*

22 **Defendant's Counsel:**

23 Dated: July 2, 2026 **FISHER & PHILLIPS LLP**

24 By: 
25 Boris Sorsher
26 Harrison Zator
27 *Attorneys for Defendant Stag's Leap Wine Cellars, LLC*
28