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11 Attorneys for Plaintiff

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF LOS ANGELES**

14 MEAGAN ABBOTT, individually, and on behalf  
15 of other aggrieved employees pursuant to the  
16 California Private Attorneys General Act,

17 Plaintiff,

18 vs.

19 SAN ANTONIO WINERY, INC., a California  
20 corporation; RIBOLI FAMILY WINE ESTATES,  
21 an unknown business entity; and Does 1 through  
22 100, inclusive,

23 Defendants.

Case No. 23STCV04773

**SETTLEMENT AGREEMENT AND  
RELEASE OF PAGA CLAIMS**

Complaint Filed: March 3, 2023

1                   **SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

2                   This Private Attorneys General Act (“PAGA”) Settlement Agreement (“Agreement”)  
3 is made by and between Plaintiff Meagan Abbott (“Plaintiff”) and Defendant San Antonio  
4 Winery, Inc. (“Defendant”) (collectively referred to herein as “Parties”).

5                   **1.     DEFINITIONS**

6                   1.1     “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations  
7 against Defendant captioned *Meagan Abbott v. San Antonio Winery, Inc.*, Case No.  
8 23STCV04773, initiated on March 3, 2023 and pending in Superior Court of the State of  
9 California, County of Los Angeles.

10                  1.2     “Administrator” means ILYM Group, Inc., the neutral entity the Parties have  
11 agreed to hire to administer the Settlement.

12                  1.3     “Administration Expenses Payment” means the amount the Administrator will  
13 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in  
14 accordance with the Administrator’s “not to exceed” bid submitted to the Arbitrator or Court  
15 in connection with approval of this Settlement.

16                  1.4     “Aggrieved Employee” means any person employed by Defendant in California  
17 and classified as nonexempt who worked for Defendant during the PAGA Period.

18                  1.5     “Aggrieved Employee Data” means Aggrieved Employee identifying  
19 information in Defendant’s possession including the Aggrieved Employee’s name, last-  
20 known mailing address, Social Security number, and number of PAGA Pay Periods.

21                  1.6     “Aggrieved Employee Address Search” means the Administrator’s  
22 investigation and search for current Aggrieved Employee mailing addresses using all  
23 reasonably available sources, methods and means including, but not limited to, the National  
24 Change of Address database, skip traces, and direct contact by the Administrator with  
25 Aggrieved Employees.

26                  1.7     “Arbitrator” means the arbitrator agreed to by both Parties to approve the  
27 settlement.  
28

1.8 "Court" means the Superior Court of California, County of Los Angeles.

1.9 "Defense Counsel" means Laura Farber of Hahn & Hahn, LLP.

1.10 "Effective Date" means the date by when the Arbitrator, or Court, enters an Order Approving the PAGA Settlement.

1.11 "Gross Settlement Amount" means \$242,050.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Payment, and the Administrator's Expenses Payment.

1.12 "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13 "Judgment" means the judgment entered by the Court or Arbitrator based upon the Final Approval.

1.14 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699(i).

1.16 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court or Arbitrator: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Payment, and the Administration Expenses Payment. The remainder is to be paid: (1) 75% to the LWDA pursuant to PAGA; and (2) 25% Aggrieved Employees as Individual PAGA Payments.

1.17 "PAGA Counsel" means Timothy B. Del Castillo, Lisa L. Bradner, and Spencer S. Turpen of Castle Law: California Employment Counsel, PC, the attorneys representing the Plaintiff in the Action.

1.18 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.19 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20 "PAGA Period" means the period from December 28, 2021, through the date of approval, or March 19, 2024, whichever is sooner.

1.21 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

1.22 "PAGA Notice" means Plaintiff's December 28, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3(a).

1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.24 "Plaintiff" means Meagan Abbott, the named plaintiff in the Action.

1.25 "Plaintiff's Service Payment" means the amount paid to Plaintiff of Ten Thousand Dollars and Zero Cents (\$10,000.00) to be paid out of the Gross Settlement Amount.

1.26 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.27 "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.28 "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.29 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.30 "Defendant" means named Defendant San Antonio Winery, Inc.

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1     **2.     RECITALS**

2             2.1.     On March 3, 2023, Plaintiff commenced this Action by filing a Complaint  
3     alleging causes of action against Defendant for violations of California Labor Code 2698, *et*  
4     *seq.*, including failure to pay overtime, failure to provide meal periods, failure to provide rest  
5     periods, failure to pay minimum wages, failure to timely pay wages upon termination, failure  
6     to timely pay wages during employment, failure to provide complete and accurate wage  
7     statements, failure to keep complete and accurate payroll records, and failure to reimburse  
8     necessary business-related expenses and costs. The Complaint is the operative complaint in  
9     the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative  
10    Complaint, denies any failure to comply with the laws identified in the Operative Complaint,  
11    and denies any and all liability for the causes of action alleged.

12            2.2.     Pursuant to Labor Code section 2699.3(a), Plaintiff gave timely written notice  
13    to Defendant and the LWDA by sending the PAGA Notice.

14            2.3.     On November 27, 2023, the Parties participated in a Mandatory Settlement  
15    Conference, which led to this Agreement to settle the Action.

16            2.4.     Prior to negotiating the Settlement, Plaintiff obtained, through informal  
17    discovery, data relating to the PAGA Period, including, a 20% random sampling of  
18    timekeeping data, payroll data, sample paystubs, relevant policies and procedures, and  
19    relevant training materials.

20     **3.     MONETARY TERMS**

21            3.1.     Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,  
22    Defendant promises to pay \$242,050.00 and no more as the Gross Settlement Amount.  
23    Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated  
24    in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross  
25    Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as  
26    a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

27            3.2.     Payments from the Gross Settlement Amount. The Administrator will make and  
28

deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.3% (\$80,602.65) and PAGA Counsel Litigation Expenses Payment of not more than \$15,000. Defendant will not oppose requests for Court or Arbitrator approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court or Arbitrator approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$4,650 except for a showing of good cause.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' share of the Net Settlement by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

**4. SETTLEMENT FUNDING AND PAYMENTS**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are two-hundred and ninety-three (293) Aggrieved Employees who worked a total of four thousand eight hundred and forty-one (4,841) PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fifteen (15) days of the Court or Arbitrator granting the Approval Motion, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment.

1           4.4.1. The Administrator will issue checks for the Individual PAGA Payments  
2 and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid.  
3 The face of each check shall prominently state the date (not less than 180 days after  
4 the date of mailing) when the check will be voided. The Administrator will cancel all  
5 checks not cashed by the void date. Before mailing any checks, the Settlement  
6 Administrator must update the recipients' mailing addresses using the National  
7 Change of Address Database.

8           4.4.2. The Administrator must conduct an Aggrieved Employee Address  
9 Search for all Aggrieved Employees whose checks are returned undelivered without  
10 USPS forwarding address. Within seven (7) days of receiving a returned check, the  
11 Administrator must re-mail checks to the USPS forwarding address provided or to an  
12 address ascertained through the Aggrieved Employee Address Search. The  
13 Administrator need not take further steps to deliver checks to Aggrieved Employees  
14 whose re-mailed checks are returned as undelivered. The Administrator shall promptly  
15 send a replacement check to any Aggrieved Employee whose original check was lost  
16 or misplaced, if requested by the Aggrieved Employee prior to the void date.

17           4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check  
18 is uncashed and cancelled after the void date, the Administrator shall transmit the  
19 funds represented by such checks to the following *cy pres* beneficiary: State  
20 Unclaimed Property Fund.

21           4.4.4. The payment of Individual PAGA Payments shall not obligate  
22 Defendant to confer any additional benefits or make any additional payments to the  
23 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those  
24 specified in this Agreement.

25   **5. RELEASES OF CLAIMS**

26           Effective on the date when Defendant fully funds the entire Gross Settlement Amount,  
27 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:  
28

1           5.1    Plaintiff's Release. Plaintiff and her respective former and present spouses,  
2 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,  
3 successors, and assigns generally, release and discharge Released Parties from all claims,  
4 transactions, or occurrences that occurred during the PAGA Period, including, but not limited  
5 to: (a) all claims that were, or reasonably could have been, alleged, based on the facts  
6 contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's  
7 Release does not extend to any claims or actions to enforce this Agreement, or to any claims  
8 for vested benefits, unemployment benefits, disability benefits, social security benefits,  
9 workers' compensation benefits that arose at any time, or based on occurrences outside the  
10 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from,  
11 or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,  
12 nonetheless, that Plaintiff's Release shall be and remain effective in all respects,  
13 notwithstanding such different or additional facts or Plaintiff's discovery of them.

14           5.1.1   Plaintiff's Waiver of Rights Under California Civil Code Section 1542.  
15 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,  
16 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

17  
18           A general release does not extend to claims that the creditor or releasing party  
19 does not know or suspect to exist in his or her favor at the time of executing  
20 the release, and that if known by him or her would have materially affected his  
21 or her settlement with the debtor or Released Party.  
22

23           5.2    Release by Aggrieved Employees: All Aggrieved Employees are deemed to  
24 release, on behalf of themselves and their respective former and present representatives,  
25 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all  
26 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based  
27 on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.  
28

1     **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

2           6.1     The Parties agree to execute a stipulation wherein the Parties submit the Action  
3 to arbitration and for the purpose of obtaining approval of this Settlement through the  
4 Arbitrator (“Stipulation of Settlement”). The Parties will cooperate in staying any and all  
5 discovery, arbitration-related deadlines, and trial-related deadlines. In the event the Court  
6 declines to execute an order sending this matter to arbitration, the Parties agree to request  
7 Court approval of this Settlement.

8           6.2     The Parties agree to act diligently and cooperate fully with each other to  
9 accomplish the terms of this Settlement in a timely manner by entering into the Stipulation of  
10 Settlement, to use their best efforts to finalize this Settlement, and to use any other efforts  
11 that may become necessary by order of the Court or Arbitrator, or otherwise, to effectuate this  
12 Settlement without substantial delay. The Parties agree to act immediately and diligently to  
13 perform their obligations under this Agreement, including the review and approval of  
14 settlement documents, such that there are no substantial delays in seeking Court or Arbitrator  
15 approval or administration of this Settlement.

16          6.3     PAGA Counsel will be responsible for initiating Arbitration with the AAA and  
17 requesting an Initial Scheduling Conference. The Parties will agree to an arbitrator from the  
18 AAA within fourteen (14) days from the date that the AAA sends the list of potential  
19 arbitrators to counsel for the Parties. Defendant shall bear all costs of the arbitration.

20          6.4     With regard to all Arbitrator and/or Court approval documents, a similar  
21 fourteen (14)-day review and response time shall be observed by the Parties. PAGA Counsel  
22 shall endeavor to file a motion for approval of this Settlement within thirty (30) days of the  
23 date of the Initial Scheduling Conference. PAGA Counsel is responsible for delivering the  
24 Approval Order signed by the Court or Arbitrator to the Administrator.

25     **7. SETTLEMENT ADMINISTRATION**

26          7.1     Selection of Administrator. The Parties have jointly selected ILYM Group, Inc.  
27 to serve as the Administrator.  
28

1           7.2    Employer Identification Number. The Administrator shall have and use its own  
2 Employer Identification Number for purposes of calculating applicable and required payroll  
3 tax withholdings, if any and providing reports to state and federal tax authorities.

4           7.3    Qualified Settlement Fund. The Administrator shall establish a settlement fund  
5 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury  
6 Regulation section 468B-1.

7           7.4    Administrator Duties. The Administrator has a duty to perform or observe all  
8 tasks to be performed or observed by the Administrator contained in this Agreement or  
9 otherwise.

10       **8.    AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

11           Based on its records, Defendant estimates that, as of the date of this Settlement  
12 Agreement, there are two-hundred and ninety-three (293) Aggrieved Employees who worked  
13 four thousand eight hundred and forty-one (4,841) Pay Periods (“Projected Pay Periods”)  
14 during the PAGA Period.

15           If the number of Pay Periods during the PAGA period is greater than 10% above the  
16 Projected Pay Periods (i.e., the number of Pay Periods exceeds 5,325), Defendant has the  
17 option to either: (1) increase the Net Settlement Amount on a proportional basis for the  
18 number of Pay Periods over 10% of the Projected Pay Periods (i.e., if there was an 11%  
19 increase in the number Pay Periods, Defendant would have the option to increase the Net  
20 Settlement Amount by 1%), or (2) elect to end the PAGA Period on the date the number of  
21 Pay Periods does not exceed 5,325 thereby limiting the covered Pay Periods in lieu of paying  
22 an increase to the Gross Settlement Amount.

23       **9.    CONTINUING JURISDICTION OF THE COURT**

24           The Parties agree that, after entry of Judgment, the Court or Arbitrator will retain  
25 jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing  
26 this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)  
27 addressing such post-Judgment matters as are permitted by law.  
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1     **10.     ADDITIONAL PROVISIONS**

2             10.1     No Admission of Liability or Representative Manageability for Other Purposes.

3     This Agreement represents a compromise and settlement of highly disputed claims. Nothing  
4     in this Agreement is intended or should be construed as an admission by Defendant that any  
5     of the allegations in the Operative Complaint have merit or that Defendant has any liability  
6     for any claims asserted; nor should it be intended or construed as an admission by Plaintiff  
7     that Defendant's defenses in the Action have merit. The Parties agree that representative  
8     treatment is for purposes of this Settlement only. If, for any reason the Court or Arbitrator  
9     does not approve this Settlement, Defendant reserves all available defenses to the claims in  
10    the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement,  
11    this Agreement and Parties' willingness to settle the Action will have no bearing on, and will  
12    not be admissible in connection with, any litigation (except for proceedings to enforce or  
13    effectuate the Settlement and this Agreement).

14            10.2     Integrated Agreement. Upon execution by all Parties and their counsel, this  
15    Agreement together with its attached exhibits shall constitute the entire agreement between  
16    the Parties relating to the Settlement, superseding any and all oral representations, warranties,  
17    covenants, or inducements made to or by any Party.

18            10.3     Attorney Authorization. PAGA Counsel and Defense Counsel separately  
19    warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to  
20    take all appropriate action required or permitted to be taken by such Parties pursuant to this  
21    Agreement to effectuate its terms, and to execute any other documents reasonably required to  
22    effectuate the terms of this Agreement including any amendments to this Agreement.

23            10.4     Cooperation. The Parties and their counsel will cooperate with each other and  
24    use their best efforts, in good faith, to implement the Settlement by, among other things,  
25    modifying the Settlement Agreement, submitting supplemental evidence and supplementing  
26    points and authorities as requested by the Court or Arbitrator. In the event the Parties are  
27    unable to agree upon the form or content of any document necessary to implement the  
28

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

4 10.5 No Prior Assignments. The Parties separately represent and warrant that they  
5 have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
6 transfer, or encumber to any person or entity and portion of any liability, claim, demand,  
7 action, cause of action, or right released and discharged by either Party in this Settlement.

8 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense  
9 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this  
10 Settlement be relied upon as such within the meaning of United States Treasury Department  
11 Circular 230 (31 CFR Part 10, as amended) or otherwise.

12 10.7 Modification of Agreement. This Agreement, and all parts of it, may be  
13 amended, modified, changed, or waived only by an express written instrument signed by all  
14 Parties or their representatives, and approved by the Court or Arbitrator.

15 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and  
16 inure to the benefit of, the successors of each of the Parties.

17 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits  
18 will be governed by and interpreted according to the internal laws of the state of California,  
19 without regard to conflict of law principles.

20 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and  
21 preparation of this Agreement. This Agreement will not be construed against any Party on the  
22 basis that the Party was the drafter or participated in the drafting.

23 10.11 Confidentiality. To the extent permitted by law, all agreements made, and  
24 orders entered during this Action and in this Agreement relating to the confidentiality of  
25 information shall survive the execution of this Agreement.

26 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA  
27 Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the PAGA Data  
28

provided to PAGA Counsel by Defendant in connection with the mediation, Mandatory Settlement Conference, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff: Timothy B. Del Castillo  
Lisa L. Bradner  
Spencer S. Turpen  
Castle Law: California Employment Counsel, PC  
2999 Douglas Blvd., Suite 180  
Roseville, CA 95661

To Defendant: Laura Farber  
Lucy A. Vartanian

Hahn & Hahn, LLP  
301 E. Colorado Blvd., 9th Floor  
Pasadena, CA 91101-1977

10.16 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.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. Upon the signing of this Agreement, the Parties further agree, 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.

*ACCEPTED and AGREED to: I have read the foregoing and agree to abide by the terms of this Settlement Agreement. I am authorized to execute this Agreement.*

DATE: Feb 13, 2024

  
Meagan Abbott (Feb 13, 2024 10:16 PST)

MEAGAN ABBOTT, PLAINTIFF

DATE: 2/12/2024

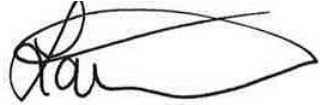
  
SIGNATORY ON BEHALF  
SAN ANTONIO WINERY, INC.

APPROVED AS TO FORM:

DATE: February 13, 2024

  
TIMOTHY B. DEL CASTILLO  
LISA L. BRADNER  
SPENCER S. TURPEN

ATTORNEYS FOR PLAINTIFF,  
MEAGAN ABBOTT



DATE: February 12, 2024

LAURA FARBER  
LUCY A. VARTANIAN  
ATTORNEYS FOR DEFENDANT,  
SAN ANTONIO WINERY

# SAW adv ABBOTT - Settlement Agreement and Release of PAGA Claims Executed by Defendants and Counsel

Final Audit Report

2024-02-13

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2024-02-13                                   |
| By:             | Ron Buchanan (rb@castleemploymentlaw.com)    |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAfwICST78XNg1P6Xzkrk4Ws5Exfq4ZoQX |

## "SAW adv ABBOTT - Settlement Agreement and Release of PAGA Claims Executed by Defendants and Counsel" History

-  Document created by Ron Buchanan (rb@castleemploymentlaw.com)  
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2024-02-13 - 4:22:37 PM GMT
-  Email viewed by meggabbott@gmail.com  
2024-02-13 - 4:41:55 PM GMT- IP address: 104.28.85.120
-  Signer meggabbott@gmail.com entered name at signing as Meagan Abbott  
2024-02-13 - 6:15:58 PM GMT- IP address: 76.93.40.158
-  Document e-signed by Meagan Abbott (meggabbott@gmail.com)  
Signature Date: 2024-02-13 - 6:16:00 PM GMT - Time Source: server- IP address: 76.93.40.158
-  Agreement completed.  
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