CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Agreement") is made by and between Plaintiffs Leo Brajkovich and Catherine White ("Plaintiffs," "Plaintiff Brajkovich," and "Plaintiff White") and Defendants LMR Destinations LLC and LMR Wine Estates LLC ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

A. DEFINITIONS.

1. "Action" means the lawsuit alleging wage and hour violations against Defendants captioned *Leo Brajkovich v. LMR Destinations LLC* that was initiated by Plaintiff Brajkovich on June 27, 2025 and pending in the Superior Court of the State of California, County of Napa (Case No. 25CV001311).

2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

3. "Administration Expenses Payment" means the amount that the Administrator will be paid to reimburse the Administrator for the costs and expenses incurred pursuant to the performance of its duties set forth herein.

4. "Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the PAGA Period.

5. "Class" means all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the Class Period.

6. "Class Counsel" means Justice Law Corporation.

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

8. "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's: (a) name, (b) last-known mailing address, (c)Social Security number, and (d) number of Workweeks and PAGA Pay Periods.

9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

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.

11. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval that will be mailed to Class Members in English and Spanish, if applicable in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

12. “Class Period” means the period from June 27, 2021, through May 25, 2026.

13. “Class Representative” means the named plaintiffs in the operative complaint in the Action seeking Court approval to serve as a class representative.

14. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

15. “Court” means the Superior Court of California, County of Napa.

16. “LWDA” means the State of California Labor and Workforce Development Agency.

17. “Defendants” means named defendants LMR Destinations LLC and LMR Wine Estates LLC.

18. “Defense Counsel” means Fisher Phillips, LLP.

19. “Effective Date” means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, then the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, then the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, then the day after the appellate court affirms the Judgment and issues a remittitur.

20. “Final Approval” means the Court’s order granting final approval of the Settlement.

21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

22. “Gross Settlement Amount” means $500,000 which is the total amount that Defendant LMR Destinations LLC agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, and Individual Class Payments.

23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of thirty- five percent (35%) of the PAGA Penalties that will be calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

26. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representative Service Payment; (d) Administration Expenses Payment; (e) Individual PAGA Payments; and (f) LWDA PAGA Payment. The remainder is to be paid to the Participating Class Members as their Individual Class Payments.

27. "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.

28. "PAGA" means the Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 *et seq*.

29. "PAGA Notice" means the written notice sent to the LWDA and Defendants on October 30, 2025 and May 18, 2026 by Plaintiff White that provides notice pursuant to Labor Code section 2699.3, subdivision (a).

30. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one (1) day during the PAGA Period.

31. "PAGA Period" means the period from October 30, 2024, through May 25, 2026.

32. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated sixty-five percent (65%) to the LWDA and thirty- five percent (35%) to the Aggrieved Employees for the settlement of the PAGA claims.

33. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

34. "Plaintiffs" means Leo Brajkovich and Catherine White, the named plaintiffs in the Action.

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

36. "Released Class Claims" means the claims being released as described below.

37. "Released Parties" means Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

39. "Response Deadline" means sixty (60) calendar days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion, (b) fax, email, or mail objections to the Settlement, or (c) fax, email, or mail a challenge to the number of Workweeks and PAGA Pay Periods allocated to the Class Member and Aggrieved Employees in the Class Notice. The Class Members and Aggrieved Employees to whom Class Notices are mailed after having been returned undeliverable to the Administrator shall have their deadline extended an additional fourteen (14) calendar days beyond the Response Deadline.

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

41. "Workweek" means any week during which a Class Member or Aggrieved Employee worked for Defendants for at least one day during the Class Period or PAGA Period.

B. RECITALS.

1. On June 27, 2025, Plaintiff Brajkovich filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Napa, alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (h) Business & Professions Code section 17200, *et seq*.

2. On October 30, 2025, Plaintiff White provided written notice to the LWDA of the specific provisions of the Labor Code that Plaintiff White contends were violated and the theories supporting the contentions. Plaintiff White named the following entities in the written notice to the LWDA: (a) LMR Wine Estates LLC; (b) Long Meadow Ranch Cattle Company, LLC; (c) Long Meadow Ranch Partners, L.P.; (d) LMR Destinations LLC; and (e) Long Meadow Ranch Winery, Inc.

3. On February 24, 2026, the Parties attended mediation with mediator Jeffery Fuchsman but were unable to negotiate a settlement at the time. On April 10, 2026, after continued negotiations with the mediator's assistance, the Parties reached a settlement based on a mediator's proposal, subject to the Court's approval.

4. In line with the settlement, on May 18, 2026, Plaintiff White provided an amended written notice to the LWDA of the specific provisions of the Labor Code that Plaintiff White contends were violated and the theories supporting the contentions.

5. Plaintiff Brajkovich filed a First Amended Complaint that: (a) adjusted the "class" definition"; (b) added Plaintiff White as a named plaintiff; (c) added a cause of action for violation of Labor Code section 2698, *et seq*. (PAGA); and (d) added Defendant LMR Wine Estates LLC as a named defendant ("Operative Complaint").

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

7. The Parties conducted investigation and discovery of the facts and law both before and after the Action was filed. Defendants produced documents relating to the policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendants' production, Class Counsel reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Class Counsel to understand the number of Workweeks and PAGA Pay Periods. Class Counsel located and interviewed putative class members who worked for Defendants throughout the Class Period. The investigation was sufficient to satisfy the criteria for court approval set forth in Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801 and Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130.

8. The Court has not granted class certification.

9. 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 Agreement.

C. MONETARY TERMS.

1. <u>Gross Settlement Amount</u>. Defendant LMR Destinations LLC only promises to pay \$500,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (as defined below) of the Individual Class Payments. Defendant LMR Destinations LLC has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline set forth below. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring the Participating Class Members to first submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant LMR Destinations LLC.

2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

   a) Class Counsel: A Class Counsel Fees Payment of no more than $175,000 (35% of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment of no more than $25,000.

      i. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. The Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment.

      ii. As part of the Motion for Final Approval, Plaintiffs and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

      iii. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Class Counsel will hold Defendants harmless and indemnify Defendants from any dispute or controversy regarding any division or sharing of any of these payments.

   b) Plaintiffs: Class Representative Service Payments of no more than $10,000 to each Plaintiff (totaling $20,000), in addition to any Individual Class Payment that Plaintiffs are entitled to receive as the Participating Class Members.

      i. Defendants will not oppose Plaintiffs' request for a Class Representative Service Payments that does not exceed this amount.

      ii. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payments. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will allocate the remainder in the Net Settlement Amount.

      iii. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

c) Administrator: Administration Expenses Payment not to exceed $15,000 except for a showing of good cause and as approved by the Court.

   i. To the extent the administration expenses are less than or the Court approves payment less than $15,000, the Administrator will retain the remainder in the Net Settlement Amount.

d) LWDA and Aggrieved Employees: The PAGA Penalties not to exceed $40,000 to be paid from the Gross Settlement Amount, sixty-five percent (65%) of which ($26,000) will be allocated to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which ($14,000) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.

   i. An Individual PAGA Payment is calculated by: (a) dividing the amount of the thirty-five percent (35%) share of the PAGA Penalties ($14,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period.

   ii. If the Court approves the PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

   iii. The Administrator will report the Individual PAGA Payments on IRS Form 1099. The Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

e) Participating Class Members: Individual Class Payments that the Administrator shall calculate by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all the Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks.

   i. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS Form W-2. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. The Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and PAGA Pay Periods. Based on a review of its records as of the date of mediation (February 24, 2026), Defendants estimated that there are 483 Class Members of Defendant LMR Destinations LLC who worked 30,930 Workweeks and 208 Aggrieved Employees of both Defendants who worked 4,986 PAGA Pay Periods.

2. Funding of the Gross Settlement Amount. Defendant LMR Destinations LLC shall fully fund the Gross Settlement Amount and separately fund the amounts necessary to fully pay LMR Destinations LLC's share of payroll taxes for the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than twenty-one (21) calendar days after the Effective Date.

3. Payments from the Gross Settlement Amount. No later than twenty (20) calendar days after the funding of the Gross Settlement Amount, the Administrator will mail checks to all the appropriate entities and persons. The disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and Class Representative Service Payments shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

   a) The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments and Individual PAGA Payments to all Participating Class Members and Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send the Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

   b) The Administrator must conduct an Address Search for all Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address

Search. The Administrator need not take further steps to deliver checks to the Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.

c) For any Class Member and Aggrieved Employee whose check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee.

d) The payment of Individual Class Payments or Individual PAGA Payment shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

E. RELEASES OF CLAIMS. Effective on the date when Defendant LMR Destinations LLC (on behalf of both Defendants) funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

1. Plaintiffs' Release. Plaintiffs and Plaintiffs' former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all the claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all the claims that were, or could have been, alleged based on the facts contained in the Operative Complaint; and (b) all the PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notice ("Plaintiffs' Release").

a) Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law Plaintiffs now know or believe to be true. But Plaintiffs agree that Plaintiffs' Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.

b) The Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, to any claims for vested benefits, unemployment benefits, disability benefits, or social security benefits, or to any claims for workers' compensation benefits that arose at any time.

c) Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

2. Release by the Participating Class Members: All the Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all the claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period.

    a) Except as set forth in Section E.3., the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on facts occurring outside the Class Period.

3. Release by the Aggrieved Employees. All the Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all the claims for the PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice and that occurred during the PAGA Period.

F. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. Plaintiffs shall provide drafts of these documents to Defense Counsel no later than seven (7) calendar days before filing the Motion for Preliminary Approval.

1. Plaintiffs' Responsibilities. Plaintiffs will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.

    a) The amounts of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment shall not operate to terminate or cancel this Agreement.

b) Defendants agree that they will not oppose the Motion for Preliminary Approval so long as the motion is consistent with the terms of the Settlement Agreement and does not contain any material misrepresentations.

2. Responsibilities of Counsel. Class Counsel are responsible for: (a) expeditiously finalizing and filing the Motion for Preliminary Approval after the execution of this Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel are responsible for delivering the Preliminary Approval to the Administrator.

3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

4. Notice to the Class Members.

a) No later than twenty (20) calendar after the Court grants Preliminary Approval, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after the receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of the Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

b) Using best efforts to perform as soon as possible and no later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation. The first page of the Class Notice shall prominently estimate the dollar amounts of any checks payable to the Class Member and Aggrieved Employees and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update addresses using the National Change of Address database.

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

d) The deadline for Class Members' written objections, challenges to Workweeks and PAGA Pay Periods, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

e) If the Administrator, Defendants, Defense Counsel, or Class Counsel is contacted by or discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever date is later.

5. <u>Requests for Exclusion from the Settlement</u>.

a) The Class Members who wish to exclude themselves from the Class portion of the Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than the Response Deadline.

b) A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

c) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.

d) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, will be entitled to all the benefits, and will be bound by all the terms and conditions of the Settlement, including the releases under Section E.2. and Section E.3. regardless of whether they receive the Class Notice or object to the Settlement.

e) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Class portion of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, the Participating and Non-Participating Class Members who are

Aggrieved Employees are deemed to release the claims identified in Section E.3. and are eligible for an Individual PAGA Payment.

6. Challenges to the Calculation of Workweeks and PAGA Pay Periods.

    a) Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.

    b) The Class Member may challenge the allocation of the Workweeks and PAGA Pay Periods (if any) by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct. The Administrator's determination of each Class Member's allocation of Workweeks and PAGA Pay Periods shall be final and not appealable or susceptible to challenge.

    c) The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and PAGA Pay Periods to Defense Counsel and Class Counsel along with the Administrator's determination of the challenges.

7. Objections to the Settlement.

    a) A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response Deadline.

    b) The Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) explain why the Class Member is objecting; (iii) include any facts that support the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number.

    c) Only the Participating Class Members may object to the Class portion of the Settlement, including contesting the fairness of the Settlement Agreement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

    d) The Participating Class Members may choose to appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

8. Administrator's Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement.

a) Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to the Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive the Class Members' calls, faxes, and emails.

b) Requests for Exclusion. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) calendar days after the expiration of the Response Deadline, the Administrator shall email a list to Defense Counsel containing: (i) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion; (ii) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (iii) copies of all Requests for Exclusion submitted (whether valid or invalid).

c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or re-mailed, (ii) Class Notices returned undelivered, (iii) Requests for Exclusion (whether valid or invalid) received, (iv) objections received, and (v) challenges to Workweeks and PAGA Pay Periods received and/or resolved ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion received.

d) Administrator's Declaration. No later than sixteen (16) court days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) its mailing of the Class Notice, (ii) Class Notices returned as undelivered, (iii) its re-mailing of the Class Notices, (iv) attempts to locate the Class Members, (v) total number of Requests for Exclusion received (both valid or invalid), and (vi) number of written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

e) Final Report by the Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

H. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified by the Administrator exceeds five percent (5%) of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever and that neither Party will have any further obligation to perform under this Settlement provided Defendants will remain responsible for paying all settlement administration costs incurred to that point. Defendants must notify Class Counsel and the Court of its selection to withdraw no later than seven (7) calendar days after the Administrator sends the final Weekly Report. A late election will have no effect.

I. ESCALATOR CLAUSE. If it is determined that the number of Workweeks through the Class Period exceeds ten percent (10%) or more of 30,930 (*i.e.*, more than 34,023 Workweeks), then, at Defendants' election, either the: (1) Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 12%, the Gross Settlement Amount will increase by 2%); or (2) Defendants will end the Class Period and PAGA Period on the date that the number of Workweeks reaches 34,023 Workweeks.

J. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval that includes a proposed Final Approval Order and proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than seven (7) calendar days before filing the Motion for Final Approval.

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

2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of: (i) enforcing this Agreement or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

5. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the appellate court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on 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 Service Payments, Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

L. ADDITIONAL PROVISIONS.

1. No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor is it intended or should it be construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason,

Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

2. Confidentiality Before Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (a) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to the Class Members.

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

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

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

7. 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 Party in this Settlement.

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

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

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

11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

12. Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13. Confidentiality. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiries, or have any communication with the press about the fact, amount, or terms of this Agreement. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement of this case in any manner that identifies Defendants, including, but not limited to, any postings on any websites maintained by Class Counsel. Neither Plaintiffs nor Class Counsel will discuss the terms or the fact of the Settlement with third parties other than: (a) their immediate family members, (b) their respective accountants or lawyers as necessary for tax purposes; or (c) other Class Members or Aggrieved Employees. 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.

14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the Rules of Court. No later than ninety (90) calendar 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, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants unless, before the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

16. Calendar Days. Unless otherwise noted, all references 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.

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

To Plaintiffs:

Douglas Han
Shunt Tatavos-Gharajeh
Christopher Petersen
Justice Law Corporation
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
cpetersen@JusticeLawCorp.com

To Defendant: Collin D. Cook
Brandon Kahoush
Heather Daiza
Fisher Phillips LLP
One Montgomery Street, Suite 3400
San Francisco, California 94104
(Tel) (415) 490-9000
(Fax) (415) 490-9001
ccook@fisherphillips.com
bkahoush@fisherphillips.com
hdaiza@fisherphillips.com
djaksic@fisherphillips.com
stravers@fisherphillips.com

18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

19. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil Procedure section 583.330 and upon the signing of this Agreement, the Parties agree to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 06/08/2026

Leo Brajkovich

By: Leopold Brajkovich III

Dated: ____________________

Catherine White

By: ______________________________

Dated: 06/08/2026

Justice Law Corporation [Approving as to Form Only]

By: D. Han

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Christopher Petersen, Esq.
Attorneys for Plaintiff

Dated: ____________________

LMR Destinations LLC

By: ______________________________
On behalf of LMR Destinations LLC

Dated: ____________________

Fisher Phillips LLP [Approving as to Form Only]

By: ______________________________
Collin D. Cook, Esq.
Brandon Kahoush, Esq.
Heather Daiza, Esq.
Attorneys for Defendant

Dated: ____________________ **Leo Brajkovich**

By: ____

Dated: 06/08/2026 **Catherine White**

By: Catherine White

Dated: ____________________ **Justice Law Corporation [Approving as to Form Only]**

By: ____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Christopher Petersen, Esq.
Attorneys for Plaintiff

Dated: ____________________ **LMR Destinations LLC**

By: ____
On behalf of LMR Destinations LLC

Dated: ____________________ **Fisher Phillips LLP [Approving as to Form Only]**

By: ____
Collin D. Cook, Esq.
Brandon Kahoush, Esq.
Heather Daiza, Esq.
Attorneys for Defendant

Dated: ____________________ **Leo Brajkovich**

By: ____

Dated: ____________________ **Catherine White**

By: ____

Dated: ____________________ **Justice Law Corporation [Approving as to Form Only]**

By: ____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Christopher Petersen, Esq.
Attorneys for Plaintiff

Dated: Jun 16, 2026 **LMR Destinations LLC**

By: Chris Hall
On behalf of LMR Destinations LLC

Dated: June 17, 2026 **Fisher Phillips LLP [Approving as to Form Only]**

By: Heather Daiza
Collin D. Cook, Esq.
Brandon Kahoush, Esq.
Heather Daiza, Esq.
Attorneys for Defendant

EXHIBIT A

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

Leo Brajkovich v. LMR Destinations LLC
(Case No. 25CV001311)

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants LMR Destinations LLC and LMR Wine Estates LLC ("Defendants") for alleged wage and hour violations, which Defendants deny. The Action was filed by Plaintiffs Leo Brajkovich and Catherine White ("Plaintiffs"). The Action seeks payment of:

(1) Unpaid wages for a class of all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from June 27, 2021, through May 25, 2026 ("Class," "Class Members," "Class Period"); and

(2) Penalties under the Private Attorneys General Act of 2004 ("PAGA") for all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from October 30, 2024, through May 25, 2026 ("Aggrieved Employees" and "PAGA Period").

The settlement has two parts: (1) Class Settlement to fund Individual Class Payments; and (2) PAGA Settlement to fund Individual PAGA Payments.

Your Individual Class Payment is estimated to be $______ (less withholding) and your Individual PAGA Payment is estimated to be $______. The actual amount you may receive likely will be different and will depend on several factors. If no amount is stated for your Individual PAGA Payment, then according to Defendants' records, you are not eligible for an Individual PAGA Payment under the settlement because you didn't work during the PAGA Period.

The above estimates are based on Defendants' records showing that you worked ______ Workweeks during the Class Period and worked ______ PAGA Pay Periods during the PAGA Period. If you believe that you worked more Workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section IV of this Class Notice.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel").

If you worked for Defendants during the Class Period and/or PAGA Period, you have two (2) basic options under the settlement:

1. **Do Nothing**. You don't have to do anything to participate in the settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

2. **Opt Out of the Class Portion of the Settlement**. You can exclude yourself from the Class portion of the Settlement by submitting the written Request for Exclusion or notifying the Administrator in writing. If you opt out of the settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the settlement.

Defendants won't retaliate against you for any actions you take with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants covered by this settlement (Released Claims).
You Can Opt Out of the Class Portion of the Settlement but not the PAGA Portion of the Settlement **The Opt Out Deadline is ______________**	If you don't want to fully participate in the settlement, you can opt out of the Class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. The Non-Participating Class Members cannot object to any portion of the settlement. See Section VI of this Class Notice. You cannot opt out of the PAGA portion of the settlement. Defendant LMR Destinations LLC must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Portion of the Settlement but not the PAGA Portion of the Settlement **Written Objections Must be Submitted by ______________**	All the Class Members who do not opt out ("Participating Class Members") can object to any aspect of the settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to the Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone. The Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.

You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods **Written Challenges Must be Submitted by** ______________	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period and how many PAGA Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Class Notice. See Section IV of this Class Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action alleges that Defendants violated California labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200. Plaintiffs also asserted a claim for civil penalties under Labor Code section 2698 (PAGA). Plaintiffs are represented by attorneys Douglas Han, Shunt Tatavos-Gharajeh, and Christopher Petersen of Justice Law Corporation.

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

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Plaintiffs or Defendants are correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator to resolve the Action by negotiating a settlement to the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation.

By signing the Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") and agreeing to jointly ask the Court to enter a judgment concluding the Action and enforcing the Settlement Agreement, the Parties negotiated a settlement that is subject to the Final Approval. Both sides agree that the settlement is a compromise of disputed claims. Defendants do not admit any violations or concede the merit of any claims.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized the mailing of this Class Notice, and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. <u>Defendant LMR Destinations LLC Will Pay a Gross Settlement Amount of $500,000</u>. Defendant LMR Destinations LLC agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

a. Defendant LMR Destinations LLC shall fully fund the Gross Settlement Amount and separately fund the amounts necessary to fully pay Defendant LMR Destinations LLC's share of payroll taxes for the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than twenty-one (21) calendar days after the Effective Date. No later than fourteen (14) calendar days after the funding of the Gross Settlement Amount, the Administrator will mail checks to all the appropriate entities and persons.

b. "Effective Date" means the date on which the Judgment becomes final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, then the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, then the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, then the day after the appellate court affirms the Judgment and issues a remittitur.

2. Court Approved Deductions from the Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount:

   a. Up to $175,000 (35% of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to $25,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without any payment.

   b. Up to $10,000 to each Plaintiff (totaling $20,000) as the Class Representative Service Payments for filing the Action, working with Class Counsel, and effectively representing the Class Members. The Class Representative Service Payments will be the only money that Plaintiffs will receive other than the Individual Class Payments and any Individual PAGA Payments.

   c. Up to $15,000 to the Administrator as the Administration Expenses Payment for the services in administering the Settlement.

   d. Up to $40,000 as the PAGA Penalties, sixty-five percent (65%) of which ($26,000) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which ($14,000) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.

3. Net Settlement Amount Distributed to the Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount ("Net Settlement Amount") by making Individual Class Payments to the Participating Class Members based on their Workweeks.

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and eighty percent (80%) of each Individual Class Payment to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant LMR Destinations LLC will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments and Individual PAGA Payments on IRS Form 1099.

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

5. Need to Promptly Cash the Checks. The face of each check shall state checks that are not cashed no later than one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose settlement check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check is sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Portion of the Settlement. You will be treated as a Participating Class Member, participating fully in the Class portion of the Settlement, unless you notify the Administrator in writing that you wish to opt out. The Non-Participating Class Members will not receive Individual Class Payments but will preserve their right to personally pursue wage and hour claims against Defendants.

    a. You cannot opt out of the PAGA portion of the Settlement. In other words, the Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the facts alleged in the Action during the PAGA Period.

7. Right to Object. The Participating Class Members have the right to object to the Settlement, including the above-mentioned payments. The Court will consider all objections.

8. The Settlement Will be Void if the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. The Parties agreed that, in either case, the Settlement will be void: (a) Defendant LMR Destinations LLC will not pay any money; and (b) Class Members will not release any claims against Defendants.

9. Administrator. The Court has appointed a neutral company ILYM Group, Inc. ("Administrator") to send this Class Notice, calculate and make payments, and process the Requests for Exclusion. The Administrator will also decide the challenges over the Workweeks and/or PAGA Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section IX of this Class Notice.

10. Release by the Participating Class Members. After Defendant LMR Destinations LLC (on behalf of both Defendants) has funded the Gross Settlement Amount and separately paid all employer payroll taxes, the Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. The Participating Class Members will be bound by the following release:

    a. All the Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period.

    b. Except as set forth in Section E.3. of the Agreement, the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period

11. Release by the Aggrieved Employees. After Defendant LMR Destinations LLC (on behalf of both Defendants) has funded the Gross Settlement Amount and separately paid all employer payroll taxes, all the Aggrieved Employees will be barred from asserting PAGA claims against Defendants even if they exclude themselves from the Settlement. The Aggrieved Employees will be bound by the following release:

    a. All the Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice and that occurred during the PAGA Period.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate the Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate the Individual PAGA Payments by: (a) dividing the thirty-five percent (35%) share of the PAGA Penalties ($14,000) 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 during the PAGA Period.

3. Workweek / PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated on the first page of this Class Notice. You have until ______________ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section IX of this Class Notice has the Administrator's contact information.

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

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via first-class United States Postal Service ("USPS") mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.

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

VI. HOW DO I OPT OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a written and signed letter with your full name, present address, email address or telephone number, and simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Leo Brajkovich v. LMR Destinations LLC* (Case No. 25CV001311), and include your identifying information (full name, present address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by ______________, or it will be deemed invalid. Section IX of the Class Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only the Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement and Motion for Final Approval may wish to object. The deadline for sending written objections to the Administrator is ______________. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Leo Brajkovich v. LMR Destinations LLC* (Case No. 25CV001311) and include your full name, present address, email address or telephone number, and signature. Section IX of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain an attorney to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this Class Notice for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ______________ at ________ in Department B of the Napa County Superior Court located at 825 Brown Street, Napa, California 94559. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It's possible that the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ______________ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at __________________. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

Finally, you can consult the Court's website by going to https://www.napa.courts.ca.gov/case-lookup-and-self-service and entering the Case No. 25CV001311. By extension, you can also go to the Court in person at the address listed in Section 8 of this Class Notice and request copies of the court documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel: Douglas Han
Shunt Tatavos-Gharajeh
Christopher Petersen
Justice Law Corporation
751 North Fair Oaks Ave., Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
cpetersen@JusticeLawCorp.com

Administrator: [ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or change your mailing address.

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is nalonsoesteban@justicelawcorp.com

On July 7, 2026, I served the foregoing document described as

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

for the following case: **Brajkoivich, et al. v. LMR Destinations LLC**
LWDA/Court Case No.: **LWDA Case No.: 1135228-25**
Court Case No.: 25CV001311
Napa Couty Superior Court of California

on interested parties in this action by electronically submitting as follows:
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 7, 2026, at Pasadena, California.

Noelia Alonso Esteban