

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Robert Rougeux and Jennifer Sopinski (“Plaintiffs”) and Defendant Willamette Valley Vineyards, Inc. (“WVV”). The Agreement refers to Plaintiffs and WVV collectively as “Parties” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ lawsuits, collectively, alleging wage and hour violations against WVV captioned *Robert Rougeux and Jennifer Sopinski, on behalf of themselves and all other similarly situated v. Willamette Valley Vineyards, Inc., and DOES 1 through 50, inclusive*, pending in Superior Court of the State of California, County of Sacramento, Case Nos. 23CV010776 and 23CV003675. The operative complaint will be the Second Amended Complaint that Plaintiffs will file pursuant to Section 2.7 of this Agreement.
- 1.2 “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement. The Parties each represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create a conflict of interest.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class” means all current and former workers (including those employed by WVV and any employed by staffing agencies that assigned them to work at WVV) who worked for WVV in California as non-exempt workers during the Class Period.
- 1.5 “Class Counsel” means Mehrdad Bokhour of Bokhour Law Group, P.C., Joshua S. Falakassa of Falakassa Law, P.C., and Roman Otkupman of Otkupman Law Firm.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action. The Class Counsel Fees Payment will be in an amount not to exceed one third of the Gross Settlement Amount (\$100,000.00), and the Class Counsel Litigation Expenses Payment will not exceed \$20,000.00.
- 1.7 “Class Data” means the Class Member identifying information in WVV’s possession that WVV will in good faith compile from its records and shall be authorized by the Court to transmit in a secure manner to the Administrator, including the Class

Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.8 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member).
- 1.9 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, which shall be mutually agreed upon by the Parties, subject to Court approval, and mailed by the Administrator to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement. The Parties are unaware of any Class Members who do not speak English fluently.
- 1.11 "Class Period" means the period from June 27, 2019 to July 12, 2024.
- 1.12 "Class Representative" means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.13 "Class Representative Service Payment" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action. The Class Representative Service Payment to each Class Representative will not exceed \$10,000.00 and is in addition to each Class Representative's Individual Class Payment and Individual PAGA Payment.
- 1.14 "Class Workweeks" means Workweeks worked by each Class Member in California during the Class Period and excludes any weeks during which a Class Member was on a leave of absence or otherwise absent from work. All Class Members are entitled to payment for at least one Workweek.
- 1.15 "Court" means the Superior Court of California, County of Sacramento.
- 1.16 "WVV" means the named Defendant Willamette Valley Vineyards, Inc.
- 1.17 "Defense Counsel" means Davis Wright Tremaine LLP.
- 1.18 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, and no appeal is taken, then the Effective Date will be sixty-five (65) calendar days after the Court enters Judgment. If an appeal is taken from the Court's

overruling of objections to the Settlement, then the Effective Date will be 20 calendar days after the appeal is dismissed or after an appellate decision affirming the Judgment becomes final and non-appealable.

- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement after the filing by Plaintiffs of an appropriate motion and following notice to Class Members giving them the opportunity to request exclusion from and object to the Settlement.
- 1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means Three Hundred Thousand Dollars (\$300,000.00), which is the maximum total amount WVV agrees to pay under the Settlement, except as provided in Paragraph 8 (Escalator Clause) below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. WVV shall be separately responsible for the cost of its share of employer-side payroll taxes. The Settlement is non-reversionary, which means provided that this Settlement is approved and goes into effect, none of the Gross Settlement Amount will be returned to WVV.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks the Participating Class Member worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks the PAGA Member worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the granting of Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration

Expenses Payment. The remainder (*i.e.*, Net Settlement Amount) will be paid to Participating Class Members as Individual Class Payments.

- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Member” means any non-exempt worker who works or worked for WVV in California at any time during the PAGA Period, including workers employed by WVV or workers employed by a staffing agency who had assigned them to work at WVV during that period.
- 1.31 “PAGA Pay Period” means any Pay Period during which a PAGA Member worked for WVV for at least one day during the PAGA Period.
- 1.32 “PAGA Period” means the period from April 12, 2022 to July 12, 2024.
- 1.33 “PAGA” means the Private Attorneys General Act (Labor Code § 2698. et seq.).
- 1.34 “PAGA Notices” means Plaintiffs’ respective PAGA letters to WVV and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members (\$1,250) and 75% to the LWDA (\$3,750) in settlement of the PAGA claims.
- 1.36 “PAGA Workweeks” means Workweeks worked by each PAGA Member for WVV in California during the PAGA Period and excludes any Workweeks during which the PAGA Member was on a leave of absence or otherwise absent from work. All PAGA Members will be entitled to payment for at least one PAGA Workweek.
- 1.37 “Participating Class Members” means Plaintiffs and other Class Members who do not submit a valid and timely Request for Exclusion from the Settlement.
- 1.38 “Plaintiffs” means Robert Rougeux and Jennifer Sopinski, the named Plaintiffs in the Action.
- 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40 “Preliminary Approval Order” means the order to be issued by the Court approving and authorizing the mailing of the Notice Packet by the Administrator, setting the date for the Final Approval hearing and granting preliminary approval of the Settlement.
- 1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

- 1.43 “Released Parties” means Willamette Valley Vineyards, Inc., and all affiliated predecessor and successor entities and each such entity’s respective present and former subsidiaries, affiliates, parents, agents, employees, members, investors, partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors, and assigns.
- 1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member and submitted to the Administrator. Any Class Member who does not submit a Request for Exclusion by the Response Deadline will be deemed a Participating Class Member and bound by the terms of the Settlement.
- 1.45 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail an Objection to the Settlement. Class Members to whom Notices are resent after having been returned as undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired to submit a valid Request for Exclusion or Objection.
- 1.46 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.47 “Workweek” means any week during which a Class Member worked for WVV for at least one day, during the Class Period.

2. **RECITALS.**

- 2.1 On June 23, 2023, Plaintiff Rougeux filed suit in Sacramento County Superior Court, asserting claims based on WVV’s alleged: (1) failure to pay overtime wages; (2) failure to pay sick time wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment; and (7) violation of California’s Unfair Competition Law (“UCL”). On August 24, 2023, Plaintiff Rougeux filed a First Amended Complaint alleging the same causes of action in the original complaint (the “Complaint”) and adding a cause of action for alleged PAGA penalties. On October 30, 2023, Plaintiff Sopinski filed suit in Sacramento County Superior Court, asserting claims based on WVV’s alleged: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay all wages; (4) failure to provide itemized wage statements; (5) failure to timely pay wages due at termination; (6) failure to timely pay wages during employment; (7) failure to reimburse employees for business expenses; (8) failure to provide one day’s rest in seven; (9) failure to pay overtime; (10) failure to provide safe and healthful workplace; (11) violation of UCL; and (12) PAGA penalties. Plaintiffs will file a Second Amended Complaint (“SAC”) in the Rougeux matter pursuant to Section 2.7 of this Agreement, which will consolidate both Plaintiffs’ actions and include additional factual allegations. The SAC will be the operative complaint in the Action (the “Operative

Complaint”). WVV denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to WVV and the LWDA by sending the PAGA Notice.
- 2.3 On April 25, 2024, the Parties participated in an all-day mediation presided over by experienced wage and hour mediator David Phillips, Esq., which led to this Agreement.
- 2.4 Prior to mediation, Plaintiffs obtained, through informal discovery, the available pay and time records for the Class Members, including over 90% of the time records on a workweek basis, relevant WVV policies, Plaintiffs’ time and payroll records and wage statements, and the total number of Class Period workers and Workweeks worked up to September 30, 2023.
- 2.5 Plaintiffs have not moved for, and the Court has not granted class certification.
- 2.6 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.
- 2.7 Under this Agreement, to implement the Settlement, Plaintiffs will consolidate their lawsuits and proceed under Plaintiff Robert Rougeux’s lawsuit in the Superior Court of California, County of Sacramento, Case No. 23CV003675. Plaintiffs agree that following the consolidation of their lawsuits, Plaintiffs will file a Second Amended Complaint to include all claims and factual allegations asserted in both lawsuits as well as the factual allegations discussed during mediation to the extent those factual allegations are not already included in the PAGA notices and/or Plaintiffs’ complaints. This Second Amended Complaint shall become the operative pleading in the Action and upon which the Released Class Claims and Released PAGA Claims are to be based. Plaintiffs also agree to submit an amended notice to the LWDA to include all factual allegations discussed during mediation, to the extent those factual allegations are not already included in Plaintiff Robert Rougeux’s initial June 16, 2023 notice and supplemental September 20, 2023 notice to the LWDA, and in Jennifer Sopinski’s August 23, 2023 notice to the LWDA.
- 2.8 Benefits of Settlement for Plaintiffs and Class Members. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiffs’ disputes in the Action through trial and any possible appeals. Plaintiffs also have taken into account the uncertainty and risks of the outcome of further litigation and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Operative Complaint, both generally and in response to WVV’s defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought. Plaintiffs and Class Counsel have also taken into

account Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiffs and Class Counsel have determined this Agreement is fair, adequate, and reasonable and is in the best interest of the Class.

- 2.9 WVV's Reasons for Settlement. WVV has concluded that further defense of the Action would be protracted and expensive. Substantial amounts of WVV's time, energy, and resources have been, and unless this Settlement is completed, shall continue to be devoted to the defense of the claims asserted by Plaintiffs. WVV has also taken into account the risks of further litigation in reaching its decision to enter into this Agreement. Even though WVV contends it is not liable for any of the claims alleged in the Action, WVV has agreed to settle in the manner and upon the terms set forth in this Agreement to fully and finally put to rest the claims alleged in this Action. WVV has asserted and continues to assert that the claims alleged by Plaintiffs have no merit and do not give rise to any liability, damages, restitution, penalties, or other payments. This Agreement is a compromise of disputed claims. Nothing in this Agreement or actions taken to carry out this Agreement shall be construed or used as an admission by or against WVV as to the merits or lack thereof of the claims asserted in the Action. WVV contends it has complied with all applicable laws. In the event this Settlement does not obtain Final Approval, WVV retains all rights it has to defend itself in this matter and to take any actions in defense of itself.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 (Escalator Clause) below, WVV promises to pay Three Hundred Thousand Dollars (\$300,000.00), and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. WVV has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to WVV.
- 3.2 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 Order:
- 3.2.1 To Plaintiffs: Class Representative Service Payment to each Class Representative of not more than Ten Thousand Dollars (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). WVV will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments by no later than 16 court days prior to the Final Approval Hearing.

If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$100,000 (representing 33.33% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than Twenty-Five Thousand Dollars (\$20,000.00). WVW will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Court's approval of lesser amounts than those set forth in this section shall not provide a basis for either party to revise or rescind this Agreement or to contest the entry of a Preliminary Approval Order or Final Approval Order and Judgment awarding lesser amounts than those set forth in this section. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds WVW harmless, and indemnifies WVW, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than \$5,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Workweeks.
 - 3.2.4.1 Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported

on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all other amounts, including interest (45%) and penalties (45%) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments.

3.2.5 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. 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 Participating Class Members on a pro rata basis.

3.2.6 To the LWDA and PAGA Members: PAGA Penalties in the amount of \$5,000 will be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Member's 25% share of PAGA Penalties (\$1,250) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and PAGA Member Pay Periods. Based on a review of its records, WVV estimates there were 70 Class Members who collectively worked 3,233 Workweeks as of April 25, 2024.

4.2 Class Data. WVV will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet no later than fourteen (14) business days after the Court grants Preliminary Approval of the Settlement. 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 the Class Data to effect and perform under this Agreement. The Administrator will also return or certify the destruction of the Class Data upon completion of the settlement administration process. If any Class Data is disclosed to Plaintiffs or Class Counsel, it will identify

Class Members by anonymous identifier only, without the name, address, or Social Security Number of any Class Member.

- 4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide WVW with wire transfer information within three (3) days after the Effective Date. WVW shall fund one-third (1/3) of the Gross Settlement Amount within 30 days of the date the settlement becomes effective ("Effective Date"), and the remaining two-thirds (2/3) of the Gross Settlement Amount within three (3) months of the first Gross Settlement Amount payment. WVW shall also fund the amounts necessary to fully pay the employer's share of payroll taxes by transmitting the funds to the Administrator within the time periods and corresponding proportionally to each payment set forth in this Section.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after WVW fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment where applicable and subject to the tax allocations detailed in Section 3. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database maintained by the United States Postal Service and any other available resources deemed suitable by the Administrator to update and correct any known or identifiable address changes.
 - 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned undelivered check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address

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

4.4.3 If a Class Member does not cash their settlement check within 180 days, the un-cashed check, plus any accrued interest that has not been distributed pursuant to the order of the Court, shall be voided by the Administrator and the Administrator shall transmit the funds represented by such checks to the California State Controller Unclaimed Property Fund pursuant to governing law to be held there for the benefit of Class Members under California's escheatment laws, and Class Members shall nevertheless be bound by this Agreement and the Court's Final Approval Order and Judgment. The Parties agree this disposition results in no "unpaid residue" under California Code of Civil Procedure Section 384(b), as the Gross Settlement Amount shall be paid to Class Members, whether or not their checks are cashed. In such event, the Participating Class Member and/or PAGA Member shall nevertheless remain bound by the Settlement.

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate WVV to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Furthermore, all monies received by Participating Class Members under the Settlement which are attributable to wages shall constitute income solely in the year in which such monies are actually received by Participating Class Members.

5. **RELEASES OF CLAIMS.** Effective on the date when WVV fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, in consideration of the terms and conditions of this Settlement, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Release by Plaintiffs.** Plaintiffs fully release and forever discharge WVV and the Released Parties from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected that arise from or are related to Plaintiffs' employment by WVV or the Action, including but not limited to: (1) the Action and any claims arising out of or related to the Action; (2) any claims under federal, state or local law for or relating to wages, benefits, compensation, vacation or other paid time off, and claims for liquidated damages, penalties, or costs and fees associated therewith, including under the California Labor Code or the California Business and Professions Code; (3) wrongful termination, discrimination, harassment, and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the

California Family Rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (4) any act, omission, or occurrence or claim arising out of or related to the Action or Plaintiffs' employment or termination thereof with WVV taking place on or before the Effective Date; and (5) any other form of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal, or local law ("Plaintiffs' Released Claims"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims that may not be released as a matter of law, including claims under the National Labor Relations Act. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that this release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1 With respect to the Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, which provides:

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.

Plaintiffs specifically acknowledge that this Settlement is intended to waive and release all of Plaintiffs' Released Claims, including claims that Plaintiffs do not know or suspect to exist in their favor at the time of Plaintiffs executing this Agreement.

- 5.2 Release by Participating Class Members. All Participating Class Members release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, any and all claims, whether known or unknown, against WVV and the Released Parties that (1) were alleged in Plaintiffs' complaints, the Operative Complaint and/or the applicable PAGA Notice(s); (2) reasonably relate to or arise out of the claims alleged in Plaintiffs' complaints, the Operative Complaint and/or the applicable PAGA Notice(s); (3) arise out of the facts alleged in Plaintiffs' complaints, the Operative Complaint and/or the applicable PAGA Notice(s); or (4) reasonably could have been alleged based on the facts alleged in Plaintiffs' complaint, the Operative Complaint and/or the applicable PAGA Notice(s) (the "Participating Class Members' Released Claims"). Such released claims include, but are not limited to, claims for: failure to pay all minimum wages; failure to pay all regular wages; failure to pay all overtime and overtime premium wages; failure to calculate any wages based on the regular rate of pay (including sick time or any other time off that must be paid based on the regular rate of pay); failure to pay all paid sick leave; failure to pay any other wages owed; meal period violations (including failure to pay all meal

period premium wages and any and all failures to comply with meal period requirements); rest period violations (including failure to pay all rest period premium wages and any and all failures to comply with rest period requirements); failure to correctly calculate the regular rate of pay; wage statement violations (including failures to provide proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs); failure to provide employees with one day's rest in seven; failure to fully or properly reimburse or indemnify for any and all employment-related expenses, including but not limited to face coverings and other supplies related to COVID-19 safety, personal cell phone, computer, and other electronic usage, and mileage and personal vehicle usage; any and all failure to pay for all hours worked and for all wages, or compensation owed to a fired, quitting, or otherwise departing employee; any and all failure to timely and accurately pay employees for all hours worked during employment; any and all failures to maintain a safe work environment and follow other COVID-19 regulations in compliance with the California Health and Safety Code; any and all unfair business practices; failure to timely pay all final wages; expenses, statutory penalties, civil penalties, or other relief under the California Labor Code; relief from unfair competition under California Business and Professions Code section 17200 et seq.; statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, litigation costs, restitution, equitable relief, attorneys' fees and costs; and interest. Expressly excluded from this release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other such claims that cannot be released by law.

- 5.3 Release by PAGA Members. All PAGA Members will release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns any and all claims for penalties under PAGA against WVV and the Released Parties that (1) were alleged in Plaintiffs' complaints, the Operative Complaint and/or the applicable PAGA Notice(s); (2) reasonably relate to or arise out of the claims alleged in Plaintiffs' complaint, the Operative Complaint and/or the applicable PAGA Notice(s); (3) arise out of the facts alleged in Plaintiffs' complaints, the Operative Complaint and/or the applicable PAGA Notice(s); or (4) reasonably could have been alleged based on the facts alleged in Plaintiffs' Complaints, the Operative Complaint and/or the applicable PAGA Notice(s) (the "Released PAGA Claims"). All PAGA Members who worked for WVV during the PAGA Period will release the PAGA claims described herein and will receive a portion of the amount set aside as PAGA penalties, regardless of whether they opt out of the release of the Class Claims.

6. **MOTION FOR PRELIMINARY APPROVAL.** Within a reasonable time, Plaintiffs will move for an order giving preliminary approval of the Settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval no later than 10 days prior to filing, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code

Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; and (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)));

- 6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.
- 6.3 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 on behalf of the Parties 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 on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

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

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and provide reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
 - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3 Not later than 5 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.
 - 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline by re-mailing the Class Notice.
 - 7.4.5 If the Administrator, WVV or Class Counsel is contacted by or otherwise 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 not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs)

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). 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 name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 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. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. 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 otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 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 action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their

validity. Not later than 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing the names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”). The Parties, counsel for Plaintiffs, Class Counsel and Defense Counsel agree not to use the information contained in the Exclusion List, including the names of the Class Members included on that list, for any purpose other than for this Settlement and to keep that information confidential (i.e., not to be shared with any other individual or entity).

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation 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 contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator’s determination of each Class Member’s allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator’s determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator’s mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 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: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion.
- 7.8.3 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.4 Administrator’s Declaration. Not later than 14 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, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. 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.
- 7.8.5 Final Report by Settlement Administrator. Within 10 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 15 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.

8. **ESCALATOR CLAUSE.** Based on information reasonably available to it, WVV has represented that the actual weeks worked by the Settlement Class as of April 25, 2024, is approximately 3,233 workweeks. If the number of workweeks worked by the Settlement Class during the Class Period increases by more than 10% of 3,233, the Gross Settlement Amount will increase on a proportional percentage basis equal to the percentage increase in the number of workweeks worked by the Settlement Class over 10% of 3,233, or WVV will have the option to set the Class Period end date to a date at which the workweeks does not increase by more than 10% of the number set forth in this Section.
9. **WVV'S RIGHT TO WITHDRAW.** If ten percent (10%) or more of the Class Members, or a number of Class Members whose Individual Settlement Payments represent ten percent (10%) or more of the total of all Individual Settlement Payments, validly elect not to participate in the Settlement, WVV will have the right to rescind the Settlement, and the Settlement shall be void ab initio, will have no force or effect whatsoever, and neither Party will have any further obligation to perform under the Agreement, except that if WVV exercises the right to rescind, it will be responsible for payment of the Administration Expenses incurred through the date WVV gives notice of its rescission under this Section. WVV must exercise this right within 15 days after the Settlement Administrator notifies the Parties of the Exclusion List, which the Settlement Administrator will do within 10 days after the deadline for submission of opt-outs.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the scheduled Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 10 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised to the Settlement, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 **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 attempt to address the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service

Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 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 and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
 - 10.4 Waiver of Right to Appeal. The parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all appeals from the final approval of the Settlement.
 - 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing 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 attempt to address the appellate court's concerns, 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 Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged
11. **AMENDED JUDGMENT.** If an 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.
 12. **ADDITIONAL PROVISIONS.**
 - 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. 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 WVV that any of the allegations in the Operative Complaint have merit or that WVV has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that WVV's 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, Final Approval or enter Judgment, WVV reserves the right to contest certification of any class for any reasons, and WVV reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest WVV's 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).

- 12.2 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 Class Members.
- 12.3 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.
- 12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and WVV, respectively, 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.
- 12.5 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 as agreed by the Parties, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.7 No Tax Advice. Neither Plaintiffs, Class Counsel, WVV nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 12.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of 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.
- 12.12 Confidentiality.
- 12.12.1 Plaintiffs and her attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiffs' attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiffs and her attorneys will not have any communication with anyone other than family members, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement and these persons will be instructed to keep the Settlement and its terms confidential. If, before the filing of the Motion for Preliminary Approval, Plaintiffs or her attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, WVV may rescind the Settlement, rendering it null and void.
- 12.12.2 To the maximum extent permitted by law, all agreements made, and orders entered during the Action and in this or in connection with this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152 and in connection with the mediation, other settlement negotiations, or in connection with the Settlement or Agreement, including without limitation any and all copies and summaries of the Class Data, 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 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from WVV unless, prior to the Court's discharge of the Administrator's obligation, WVV makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.
- 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement

falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter:

- 12.16 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 and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067

To WVV:

Evelyn F. Wang
evelynwang@dwt.com
Arielle J. Spinner
ariellespinner@dwt.com
DAVIS WRIGHT TREMAINE LLP
865 South Figueroa, 24th Floor
Los Angeles, California 90017

- 12.17 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.
- 12.18 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. The Parties further agree upon signing this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

Dated: November __, 2024

Plaintiff Robert Rougeux

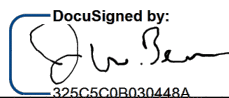
11 / 18 / 2024

Dated: November __, 2024



Plaintiff Jennifer Sopinski

Dated: November 16, 2024

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Defendant Willamette Valley Vineyards, Inc.

11/15/2024

Dated: November __, 2024

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Plaintiff Robert Rougeux

Dated: November __, 2024

Plaintiff Jennifer Sopinski

Dated: November __, 2024

Defendant Willamette Valley Vineyards, Inc.

Approved As to Content:

11/18/2024

Dated: November __, 2024

BOKHOUR LAW GROUP, P.C.

Signed by:

MEHRDAD BOKHOUR

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Mehrdad Bokhour
Attorneys for Plaintiffs

11/15/2024

Dated: November __, 2024

FALAKASSA LAW, P.C.

DocuSigned by:

Joshua Falakassa

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Joshua Falakassa
Attorneys for Plaintiffs

Dated: November __, 2024

OTKUPMAN LAW FIRM

Roman Otkupman
Attorneys for Plaintiffs

Dated: November __, 2024

DAVIS WRIGHT TREMAINE LLP

Evelyn Wang
Attorneys for Willamette Valley Vineyards, Inc.

Approved As to Content:

Dated: November __, 2024

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorneys for Plaintiffs

Dated: November __, 2024

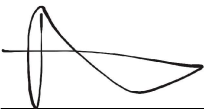
FALAKASSA LAW, P.C.

Joshua Falakassa
Attorneys for Plaintiffs

11 / 18 / 2024

Dated: November __, 2024

OTKUPMAN LAW FIRM



Roman Otkupman
Attorneys for Plaintiffs

Dated: November ¹⁷ __, 2024

DAVIS WRIGHT TREMAINE LLP

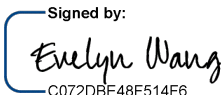
Signed by:

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Evelyn Wang
Attorneys for Willamette Valley Vineyards, Inc.

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

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

(Rougeux, et al. v. Willamette Valley Vineyards, Inc., Case No. 23CV003675)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Willamette Valley Vineyards, Inc. (“WVV”) for alleged wage and hour violations. The Action was filed by former WVV employees, Robert Rougeux and Jennifer Sopinski (“Plaintiffs”) and include claims alleging violations of the California Labor Code for a class of non-exempt workers who work or worked for WVV in California during the Class Period (June 27, 2019 to July 12, 2024) (“Class Members”). The Action also includes a claim for civil penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt workers who work or worked for WVV in California during the PAGA Period (April 12, 2022 to July 12, 2024) (“PAGA Members”).

The proposed Settlement has two main parts: (1) a Class Settlement wherein WVV has agreed to fund Individual Class Payments, and (2) a PAGA Settlement wherein WVV has agreed to fund Individual PAGA Payments and to make a payment to the California Labor and Workforce Development Agency (“LWDA”).

Based on WVV’s records, and the Parties’ current assumptions, **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 a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to WVV’s 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 WVV’s records showing that **you worked approximately_____workweeks** during the Class Period and **you worked approximately_____workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. 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”). The Court will also decide whether to enter a judgment that requires WVV to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against WVV.

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 an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against WVV that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. WVV must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed 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 who pursued the Action on behalf of the Class. 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 Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this 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, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/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 day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked are based on or estimated from WVV's records and are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.
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WVV will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former WVV employees. The Action alleges: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay sick time wages, (4) failure to provide meal periods; (5) failure to provide rest breaks; (6) failure to provide accurate itemized wage statements; (7) failure to pay all wages due upon separation of employment; (8) failure to timely pay employees during employment; (9) failure to reimburse for business expenses; (10) failure to provide one day's rest in seven; (11) failure to pay for all hours worked, including overtime hours; (12) failure to provide a safe and healthful place of employment; and (13) violation of California's Unfair Competition Law ("UCL"). Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., Joshua S. Falakassa of Falakassa Law, P.C., and Roman Otkupman of Otkupman Law Firm ("Class Counsel.")

WVV strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether WVV is or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and WVV hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and WVV have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, WVV does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. WVV Will Pay \$300,000 as the Gross Settlement Amount (Gross Settlement). WVW has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and payment to the California Labor and Workforce Development Agency ("LWDA") for settlement of civil penalty claims. Assuming the Court grants Final Approval, WVW will fund 1/3 of the Gross Settlement within 30 days after the Judgment entered by the Court become final, and the remaining 2/3 of the Gross Settlement Amount within 3 months after the first payment. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$100,000 (33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to each named Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - C. Up to \$10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$5,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and WVW are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion"). The Wage Portion is

subject to withholdings and will be reported on IRS W-2 Forms. WVV will separately pay employer payroll taxes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and WVV have 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 proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and WVV have agreed that, in either case, the Settlement will be void: WVV will not pay any money, and Class Members will not release any claims against WVV.
7. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
8. Participating Class Members' Release. After the Judgment is final and WVV has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against WVV or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release and discharge, on behalf of themselves and

their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns, any and all claims, whether known or unknown, against WVV and the Released Parties that (1) were alleged in Plaintiffs' complaints, the Operative Complaint and/or the applicable PAGA Notice(s); (2) reasonably relate to or arise out of the claims alleged in Plaintiffs' complaints, the Operative Complaint and/or the applicable PAGA Notice(s); (3) arise out of the facts alleged in Plaintiffs' complaints, the Operative Complaint and/or the applicable PAGA Notice(s); or (4) reasonably could have been alleged based on the facts alleged in Plaintiffs' complaints, the Operative Complaint and/or the applicable PAGA Notice(s) (the "Participating Class Members' Released Claims"). Such released claims include, but are not limited to, claims for: failure to pay all minimum wages; failure to pay all regular wages; failure to pay all overtime and overtime premium wages; failure to calculate any wages based on the regular rate of pay (including sick time or any other time off that must be paid based on the regular rate of pay); failure to pay all paid sick leave; failure to pay any other wages owed; meal period violations (including failure to pay all meal period premium wages and any and all failures to comply with meal period requirements); rest period violations (including failure to pay all rest period premium wages and any and all failures to comply with rest period requirements); failure to correctly calculate the regular rate of pay; wage statement violations (including failures to provide proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs); failure to provide employees with one day's rest in seven; failure to fully or properly reimburse or indemnify for any and all employment-related expenses, including but not limited to face coverings and other supplies related to COVID-19 safety, personal cell phone, computer, and other electronic usage, and mileage and personal vehicle usage; any and all failure to pay for all hours worked and for all wages, or compensation owed to a fired, quitting, or otherwise departing employee; any and all failure to timely and accurately pay employees for all hours worked during employment; any and all failures to maintain a safe work environment and follow other COVID-19 regulations in compliance with the California Health and Safety Code; any and all unfair business practices; failure to timely pay all final wages; expenses, statutory penalties, civil penalties, or other relief under the California Labor Code; relief from unfair competition under California Business and Professions Code section 17200 et seq.; statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, litigation costs, restitution, equitable relief, attorneys' fees and costs; and interest. Expressly excluded from this release are any claims for workers' compensation benefits, unemployment insurance benefits, and any other such claims that cannot be released by law.

9. PAGA Members' PAGA Release. After the Court's judgment is final, and WVV has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against WVV, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against WVV or its related entities based on the PAGA Period facts alleged in the Action and resolved by this

Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Members will release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, spouses, domestic partners, administrators, successors, and assigns any and all claims for penalties under PAGA against WVV and the Released Parties that (1) were alleged in Plaintiffs' complaints, the Operative Complaint and/or the applicable PAGA Notice(s); (2) reasonably relate to or arise out of the claims alleged in Plaintiffs' complaints, the Operative Complaint and/or the applicable PAGA Notice(s); (3) arise out of the facts alleged in Plaintiffs' complaints, the Operative Complaint and/or the applicable PAGA Notice(s); or (4) reasonably could have been alleged based on the facts alleged in Plaintiffs' complaints, the Operative Complaint and/or the applicable PAGA Notice(s) (the "Released PAGA Claims"). All PAGA Members who worked for WVV during the PAGA Period will release the PAGA claims described herein and will receive a portion of the amount set aside as PAGA penalties, regardless of whether they opt out of the release of the Class Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,250.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in WVV's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or 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 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept WVV's calculation of Workweeks and/or Pay Periods based on WVV's 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 Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and WVV's Counsel. The Administrator's decision is

final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a 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 *Rougeux, et al. v. Willamette Valley Vineyards, Inc.*, Case No. 23CV003675, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). 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 invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and WVV are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award 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 *Rougeux, et al. v. Willamette Valley Vineyards, Inc.*, Case No. 23CV003675, and include your name, current address, telephone number, and approximate dates of employment for WVV and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer 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 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing at (time) in Department 23 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally, by phone at (833) 568-8864 / ID: 16108301121, or virtually via Zoom at <https://saccourt-ca-gov.zoomgov.com/my/sscdept23>. Check the Court's website for the most current information.

It's possible 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.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything WVV and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) 's website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case Number for the Action, Case No. 23CV003675.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Settlement Administrator:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as 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 Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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