

Shiva Shirazi Davoudian, Bar No. 232771
sdavoudian@littler.com
LITTLER MENDELSON P.C.
2049 Century Park East
5th Floor
Los Angeles, California 90067.3107
Telephone: 310.553.0308
Fax No.: 800.715.1330

Evan E. Kroll, Bar No. 333754
ekroll@littler.com
LITTLER MENDELSON P.C.
633 West 5th Street
63rd Floor
Los Angeles, California 90071
Telephone: 213.443.4300
Fax No.: 800.715.1330

Attorneys for Defendant
SOUTHERN GLAZER'S WINE AND SPIRITS, LLC

Jose R. Garay, Bar No. 200494
jose@garaylaw.com
JOSE GARAY, APLC
249 E. Ocean Boulevard, #814
Long Beach, CA 90802
Telephone: 949.208.3400
Fax No.: 562.590.8400

Attorneys for Plaintiff
GABRIEL BALTAZAR, an individual, on behalf of
himself and other similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

GABRIEL BALTAZAR, an individual, on behalf
of himself and others similarly situated,

Plaintiff,

v.

SOUTHERN GLAZER'S WINE AND SPIRITS,
a Delaware Limited Liability Company; and,
DOES 1 through 50, inclusive,

Defendants.

Case No. CVRI2306434

**JOINT STIPULATION FOR COURT
APPROVAL OF INDIVIDUAL LABOR
CODE AND PAGA SETTLEMENT AND
DISMISSAL OF THE ACTION;
[PROPOSED] ORDER**

ASSIGNED FOR ALL PURPOSES TO
JUDGE HAROLD W. HOPP. DEPT 1

~~Hearing re Joint Stipulation for Court Approval of
Individual and PAGA Settlement and Dismissal
of Action set for 11/20/2024 at 8:30 AM in
Department 1.~~

*Hearing re Joint Stipulation for Court Approval of
Individual and PAGA Settlement and Dismissal
of Action set for 11/20/2024 at 8:30 AM in
Department 1.*

STIPULATION RE SETTLEMENT AND DISMISSAL; [PROPOSED] ORDER

1 **IT IS HEREBY STIPULATED** by and between Plaintiff Gabriel Baltazar (“Plaintiff”) and
2 Defendant Southern Glazer’s Wine and Spirits, LLC (“Defendant”) (collectively, the “Parties”), by
3 and through their attorneys of record, jointly seek: (1) the Court’s approval of their PAGA Settlement
4 Agreement and the payment described therein resolving Plaintiff’s individual claim for relief under
5 the California Private Attorneys General Act, California Labor Code section 2698 et seq. (“PAGA”);
6 (2) dismissal of Plaintiff’s individual claims with prejudice; (3) dismissal of Plaintiff’s non-individual
7 representative PAGA and class claims without prejudice; and (3) the Parties bearing their respective
8 fees and costs.

9 1. On or about August 17, 2023, Plaintiff submitted a letter to the Labor Workforce
10 Development Agency (“LWDA”) on his own behalf and on behalf of other allegedly aggrieved
11 employees, to satisfy the administrative requirements to bring a civil suit for recovery of alleged
12 penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698
13 *et. seq.*, Case No. LWDA-CM-975953-23 (“LWDA Letter”).

14 2. On or about, November 30, 2023, Plaintiff initiated a civil class action titled *Gabriel*
15 *Baltazar v. Southern Glazer’s Wine and Spirits, LLC*, Riverside County Superior Court Case No.
16 CVRI2306434, alleging causes of action for: 1) Failure to Pay All Wages Including Minimum and
17 Overtime Wages; 2) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums; 3)
18 Failure to Provide Rest Periods and Pay Missed Rest Period Premiums; 4) Failure to Reimburse for
19 Necessary Business Expenditures; 5) Violation of California’s Quota Laws, Labor Code § 2100, et
20 seq.; 6) Retaliation in violation of Labor Code §§ 98.6 and 98.7; 7) Failure to Provide Accurate,
21 Itemized Wage Statements; 8) Failure to Pay Waiting Time Penalties; 9) Unfair Business Practices in
22 Violation of Business and Professions Code § 17200, et seq.; and 10) Enforcement of the Private
23 Attorneys General Act of 2004 (“PAGA”) (“Civil Action”).

24 3. Defendant denies any and all liability alleged in the LWDA Letter and Civil Action.
25 Defendant maintains that it had, and continues to have, legally-compliant employment practices
26 throughout the statutory period. Defendant does not admit that it ever violated any provision of the
27 California Labor Code, including, but not limited to, those sections for which Plaintiff seeks relief, or
28 of any other law. Moreover, Defendant contends that Plaintiff’s employment was governed by a valid

1 and enforceable arbitration agreement and a collective bargaining agreement. However, the Parties
2 desire to resolve all of Plaintiff's individual claims against Defendant and to no longer proceed with
3 this Lawsuit. This Settlement was reached after extensive negotiations and exchange of relevant
4 information. The Parties believe and agree that this Settlement is a fair, adequate, and reasonable
5 resolution of the Action and have arrived at this Settlement in arms-length negotiations, taking into
6 account all relevant factors, present and potential.

7 4. The "Effective Date" of the PAGA Settlement Agreement is the date by which all of
8 the following have occurred: the Court in this Action approves the PAGA Settlement Agreement and
9 issues an order dismissing this Civil Action with prejudice as to Plaintiff's individual claims and
10 dismisses Plaintiff's non-individual representative PAGA claims without prejudice.

11 5. A true and accurate copy of the Parties' PAGA Settlement Agreement for which they
12 seek Court approval is attached as **Exhibit A**. If approved, this PAGA Settlement Agreement will be
13 reported to the LWDA in conformance with Labor Code section 2699(l).

14 6. The Parties separately negotiated a settlement of Plaintiff's non-PAGA claims,
15 including a general release of claims and a Civil Code section 1542 waiver, for which additional
16 consideration is being provided and which is memorialized in a separate Confidential Settlement
17 Agreement and Release and hereby stipulate and agree that Plaintiff's individual claims for alleged
18 violation of the California Labor Code as alleged in this Civil Action will be dismissed with prejudice.

19 7. In exchange for the consideration, undertakings and covenants undertaken by
20 Defendant in the PAGA Settlement Agreement, Plaintiff will release Defendant and the Released
21 Parties¹ of and from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations,
22 charges, claims for attorneys' fees, interest, expenses and costs, judgments, awards, orders, executions
23 or demands of any nature whatsoever, whether known or unknown, suspected or unsuspected, against
24 the Company and the Released Parties, or any of them, which Plaintiff ever had, now has, or which
25

26 ¹ "Released Parties" are defined to include Defendant Southern Glazer's Wine and Spirits,
27 LLC, ("Company") and all its affiliated or related entities, and all of the past, present or future owners
28 or members, affiliated, related and/or parent or subsidiary entities of the Company, any successor or
predecessor in interest to the operations or the business of the Company, and all past, present and
future owners, directors, officers, board members, managers, supervisors, employees, agents,
attorneys, co-employers, insurers, plans, and representatives of the Company.

1 Plaintiff or Plaintiff's heirs, assigns, executors or administrators hereafter can, shall or may have
2 arising under the California Private Attorneys General Act (California Labor Code section 2698 *et*
3 *seq.*) which includes claims brought under the PAGA predicated upon California Labor Code Sections
4 98.6, 98.7, 201, 202, 203, 204, 206, 208, 216, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 227.3,
5 351, 510, 512, 516, 558, 1021.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5,
6 2100, 2101, 2102, 2103, 2107, 2108, 2111, 2112, 2802, 2804 and/or any other California Labor Code
7 provisions that could have been asserted under the PAGA in connection with the LWDA Letter and
8 Civil Action ("Released Claims"), including but not limited to any claims for penalties, wages, interest
9 and/or attorneys' fees and costs thereon arising from any and all of the Released Claims.

10 8. Upon entry of the Order approving this PAGA Settlement Agreement, Plaintiff shall
11 be deemed to have fully, finally, and forever released, relinquished, and discharged Defendant and all
12 of the Released Parties from the Released Claims (including, without limitation, claims for related
13 attorneys' fees and costs) regardless of the forum in which they may be brought, that arose prior to the
14 PAGA Settlement Agreement.

15 9. The Parties agree that Plaintiff, having settled and released claims against Defendant,
16 is no longer an "aggrieved employee" and no longer has standing to pursue PAGA claims on behalf
17 of any other allegedly aggrieved employees and class claims on behalf of any other putative class
18 members. The Parties have further agreed to seek the dismissal of this action with prejudice as to
19 Plaintiff and without prejudice as to other allegedly "aggrieved employees," and putative "class
20 members," to the extent any such individuals exist.

21 10. In consideration for Plaintiff's agreement to settle and release his individual PAGA
22 claim, Defendant agrees to pay two hundred and fifty dollars and zero cents (\$250.00), of which: (1)
23 \$187.50 (representing 75% of said \$250.00) will go to the LWDA; and (2) \$62.50 will be payable to
24 Plaintiff and shall represent payment for PAGA penalties and for which a form 1099 shall issue.
25 Counsel for Plaintiff shall distribute said amounts to the LWDA and to Plaintiff no later than fourteen
26 (14) business days of the Effective Date.

27 11. The Parties have agreed to cooperate in obtaining an Order from the Court approving
28 this PAGA Settlement Agreement at the earliest possible date. Pursuant to California Labor Code

1 section 2699(1)(2), the Superior Court shall review and approve any settlement of any civil action filed
2 pursuant to the PAGA. California Labor Code section 2699(1)(2) does not prescribe any procedure for
3 how to request court approval of a PAGA settlement. There is no requirement for a noticed motion.
4 Thus, this stipulation and request is submitted in lieu of a noticed motion. It is the Parties' intent that
5 this Stipulation and Proposed Order satisfy the requirements of California Labor Code section
6 2699(1)(2). However, the Parties agree to use their best efforts to expedite the preparation and
7 submission of whatever additional documents the Court may require, if any, in order to approve this
8 PAGA Settlement Agreement. The Parties further agree to fully cooperate in the drafting and/or filing
9 of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps
10 that may be requested by the Court relating to, or that are otherwise necessary to the approval and
11 implementation of this Settlement.

12 12. The Court's approval of the Settlement is a condition of the enforceability of this
13 PAGA Settlement Agreement. If the Court should for any reason fail to approve the PAGA Settlement
14 Agreement, then (a) the PAGA Settlement Agreement shall be considered null and void, (b) neither
15 the PAGA Settlement Agreement nor any of the related negotiations or proceedings shall be of any
16 force or effect, and (c) all Parties to the PAGA Settlement Agreement shall stand in the same position,
17 without prejudice, as if the PAGA Settlement Agreement had been neither entered into nor filed with
18 the Court.

19 13. Moreover, pursuant to California Rules of Court, Rule 3.770(a), filed concurrently
20 herewith is the accompanying Declaration of Jose R. Garay, in support of the dismissal of the
21 purported class action claims without prejudice, without hearing and without notice to the putative
22 class since dismissal will not prejudice putative class members.

23 14. Neither this PAGA Settlement Agreement nor any of its terms shall be offered or used
24 as evidence by any of the Parties, or their respective counsel in the Lawsuit or in any other action or
25 proceeding; provided, however, this shall not prevent the PAGA Settlement Agreement from being
26 used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA
27 Settlement Agreement.

28 15. The PAGA Settlement Agreement is executed voluntarily and without duress or undue

influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

16. Defendant and Plaintiff shall each bear their own attorney's fees and costs except as expressly agreed otherwise.

17. The Parties agree that upon the occurrence of the dismissal of this Lawsuit pursuant to the terms of the PAGA Settlement Agreement and this Stipulation, the PAGA Settlement Agreement shall be enforceable by the Court and pursuant to Code of Civil Procedure section 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Lawsuit over all Parties to interpret and enforce the terms, conditions and obligation of the Agreement.

IT IS SO STIPULATED.

Dated: October 9, 2024

LITTLER MENDELSON P.C.

By: 

Shiva Shirazi Davoudian

Evan E. Kroll

Attorneys for Defendant,

SOUTHERN GLAZER'S WINE AND
SPIRITS, LLC

Dated: October 9, 2024

JOSE GARAY, APLC



By:

Jose R. Garay

Attorney for Plaintiff,

GABRIEL BALTAZAR

1 **[PROPOSED] ORDER**

2 Having read and considered the Stipulation For Court Approval of Individual PAGA
3 Settlement and Dismissal of the Action (“Stipulation”) of Plaintiff Gabriel Baltazar (“Plaintiff”) and
4 Defendant Southern Glazer’s Wine and Spirits, LLC (“Defendant”) (collectively, the “Parties”), and
5 **GOOD CAUSE APPEARING THEREFORE**, it is **HEREBY ORDERED, ADJUDGED** and
6 **DECREED** as follows:

- 7 1. The Parties’ Stipulation is **GRANTED**;
- 8 2. The Parties’ settlement of Plaintiff’s individual claim for penalties pursuant to Private
9 Attorneys General Act of 2004 (“PAGA”) claim is **APPROVED** in accordance with the terms of the
10 Stipulation;
- 11 3. Defendant shall timely make the settlement payment described in the Stipulation (and,
12 upon receipt of the money allocated to the PAGA settlement, Plaintiff’s counsel shall cause such
13 amount to be paid to the California Labor and Workforce Development Agency in accordance with
14 the terms of the Stipulation);
- 15 4. As of the date of this Order (and provided that Defendant satisfies its obligation to pay
16 the settlement payment in accordance with the terms of the Stipulation), by operation of Plaintiff’s
17 waiver and release set forth in the PAGA Settlement Agreement and Stipulation and pursuant to this
18 Order, Plaintiff shall be deemed to have released Defendant and the “Released Parties” from all
19 “Released Claims” (and, for purposes of this Order, the capitalized terms shall have the meanings set
20 forth in the Stipulation and PAGA Settlement Agreement, which definitions are incorporated by
21 reference herein);
- 22 5. In accordance with the Parties’ Stipulation, Plaintiff’s individual PAGA claim as an
23 alleged PAGA “aggrieved employee” is **DISMISSED WITH PREJUDICE**;
- 24 6. Plaintiff’s non-individual representative PAGA claim on behalf of other allegedly
25 aggrieved employees is dismissed **WITHOUT PREJUDICE**;
- 26 7. Plaintiff’s putative class action claims are dismissed **WITHOUT PREJUDICE**;
- 27 8. Plaintiff’s individual claims for alleged violations of the California Labor Code are
28 **DISMISSED WITH PREJUDICE**;

1 9. Except as set forth in the Parties' Stipulation and the Parties' PAGA Settlement
2 Agreement, Plaintiff and Defendant shall bear his or its own attorneys' fees and costs incurred in
3 connection with the prosecution or defense of this action; and

4 10. Even though this entire action has been, and hereby is, dismissed, the Court shall retain
5 jurisdiction to enforce the Parties' Joint Stipulation pursuant to Code of Civil Procedure section 664.6.

6
7 **IT IS SO ORDERED.**

8
9 Dated: _____, 2024

10 THE HON. HAROLD HOPP
11 JUDGE OF THE SUPERIOR COURT

12
13 4874-8305-0458.4 / 089148-1020

EXHIBIT A

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

This Private Attorneys General Act Settlement and Release Agreement (“PAGA Settlement Agreement”) is made and entered into by and between Gabriel Baltazar (“you or “Plaintiff”) and Southern Glazer’s Wine and Spirits, LLC (the “Company”). As used in this PAGA Settlement Agreement, the Company shall include and encompass all affiliated or related entities, and all of the past, present or future owners or members, affiliated, related and/or parent or subsidiary entities of the Company, including but not limited to any successor or predecessor in interest to the operations or the business of the Company, and all past, present and future owners, directors, officers, board members, managers, supervisors, employees, agents, attorneys, co-employers, insurers and representatives of the Company (You and the Company shall be collectively referred to herein as the “Parties”). The Parties agree as follows:

1. You acknowledge that you were employed by the Company as a Driver from on or about October 1, 2018, to on or about March 31, 2023.

2. You acknowledge that on or about August 17, 2023, your attorneys submitted a letter to the Labor Workforce Development Agency (“LWDA”) on your behalf, to satisfy the administrative requirements to bring a civil suit for recovery of alleged penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698 et. seq., Case No. LWDA-CM-975953-23 (“LWDA Letter”).

3. You acknowledge that on or about November 30, 2023, you initiated a civil class action titled Gabriel Baltazar v. Southern Glazer’s Wine and Spirits, LLC, Riverside County Superior Court Case No. CVRI2306434, alleging causes of action for: 1) Failure to Pay All Wages Including Minimum and Overtime Wages; 2) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums; 3) Failure to Provide Rest Periods and Pay Missed Rest Period Premiums; 4) Failure to Reimburse for Necessary Business Expenditures; 5) Violation of California’s Quota Laws, Labor Code § 2100, et seq.; 6) Retaliation in violation of Labor Code §§ 98.6 and 98.7; 7) Failure to Provide Accurate, Itemized Wage Statements; 8) Failure to Pay Waiting Time Penalties; 9) Unfair Business Practices in Violation of Business and Professions Code § 17200, et seq.; and 10) Enforcement of the Private Attorneys General Act of 2004 (“PAGA”) (“Civil Action”).

4. You acknowledge that the Company and Released Parties contend they have satisfied all of their obligations to you and are not liable for any unpaid wages or benefits, including overtime, minimum wages, and meal and rest period premiums, final wages, reimbursement of business expenses, and further deny all of your allegations in the LWDA Letter and Civil Action.

5. You and the Company acknowledge that the Parties desire to fully and finally resolve and settle your individual PAGA claim arising out of your employment with and separation from the Company and association with the Released Parties; and

6. You acknowledge that you are not pursuing a representative PAGA claim on behalf of other individuals.

NOW THEREFORE IN CONSIDERATION of the promises and covenants contained in this PAGA Settlement Agreement, the Parties agree to the following:

7. **Definition of Released Parties:** References in this PAGA Settlement Agreement to “Released Parties” shall include the Company, all its affiliated or related entities, and all of the past, present or future owners or members, affiliated, related and/or parent or subsidiary entities of the Company, any successor or predecessor in interest to the operations or the business of the Company, and all past, present and future owners, directors, officers, board members, managers, supervisors, employees, agents, attorneys, co-employers, insurers, plans, and representatives of the Company.

8. **Approval of PAGA Settlement And Dismissal Of Action As Condition Precedent:** In conjunction with this PAGA Settlement Agreement, the Parties are entering into a separate Confidential Settlement and Release Agreement (“Individual Settlement Agreement”) and Stipulation For Court Approval Of Individual PAGA and Class Settlement And Dismissal Of The Action (“Stipulation and Order”) by which the Parties resolve, settle and discharge all of the claims you have asserted in LWDA Letter and Civil Action, on an individual basis with prejudice. This PAGA Settlement Agreement is contingent upon execution by the Parties and approval by the Court of the Stipulation and Order. The Court’s unconditional approval of the Stipulation and Order approving the PAGA settlement and dismissing with prejudice your individual cause of action for PAGA penalties, as pled in the tenth cause of action in the Civil Action, is an express condition precedent to the Parties’ obligations under this PAGA Settlement Agreement (including, but not limited to, all payment obligations). If the Stipulation and Order is not unconditionally approved by the Court, then: (1) this PAGA Settlement Agreement shall be null and void; (2) neither this PAGA Settlement Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (3) all Parties to this PAGA Settlement Agreement shall stand in the same position, without prejudice, as if the PAGA Settlement Agreement had been neither entered into nor filed with the Court.

9. **Settlement Payment/Consideration:** In consideration for your agreement to settle and release your individual claim under the PAGA with prejudice, the Company agrees to pay \$250.00, of which: (1) \$187.50 (representing 75% of said \$250.00) will go to the LWDA; and (2) \$62.50 will be payable to you and shall represent payment for PAGA penalties and for which a form 1099 shall issue. Your counsel shall distribute said amounts to the LWDA and to you no later than fourteen (14) business days of the Court: (1) signing the Stipulation and Order and dismissing your individual claims in the Civil Action with prejudice. The Parties agree that the designation of settlement funds in the manner set forth in this paragraph is fully acceptable. You further acknowledge that the foregoing constitutes an accord and satisfaction and a full and complete settlement of you individual PAGA claim. The Company’s payment, set forth in this paragraph, shall constitute the entire consideration to be provided to you pursuant to this PAGA Settlement Agreement and for resolution of your individual PAGA claim. You agree not to seek any further compensation for any other claimed damage, costs or attorneys’ fees in connection with the matters encompassed in this PAGA Settlement Agreement.

10. **Effective Date:** The Effective Date of this PAGA Settlement Agreement is the date that the Court approves the Stipulation and Order. You represent that you do not seek to pursue a PAGA claim on behalf of other aggrieved employees and therefore will not authorize your counsel to file a motion to ask the Court to allow you or your counsel to proceed with a representative claim for PAGA penalties on behalf of other alleged “aggrieved employees.” To the extent the Court does not approve the PAGA Settlement and Stipulation, the Parties and their counsel agree that they will cooperate with each other and use their best efforts to effect the PAGA Settlement to obtain Court approval for same.

11. **LWDA Notification:** You will timely provide the notifications and submission to the LWDA as required by Labor Code section 2699(l).

12. **Taxes; Indemnification:** You acknowledge and agree that the Company and the Released Parties have not made any representations regarding the tax consequences of any payment made pursuant to this PAGA Settlement Agreement. You agree that you are responsible for payment of any and all taxes on the payments made pursuant to this PAGA Settlement Agreement. You further agree to indemnify, hold harmless and defend the Company and the Released Parties against any and all claims, demands, or liabilities that may be asserted by any governmental agency (including but not limited to any local, state or federal taxing authority or agency) against them for any federal, state or local taxes or penalties that may be payable as a result of any payment made pursuant to this PAGA Settlement Agreement. In addition, you agree to pay any and all interest or penalties charged to or assessed against the Company and the Released Parties based on any payment made pursuant to this PAGA Settlement Agreement.

13. **Release of PAGA Claims:** To the greatest extent permitted by law, you individually and on behalf of yourself only, freely, knowingly and voluntarily release and forever discharge the Company and the Released Parties of and from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations, charges, claims for attorneys' fees, interest, expenses and costs, judgments, awards, orders, executions or demands of any nature whatsoever, whether known or unknown, suspected or unsuspected, against the Company and the Released Parties, or any of them, which you ever had, now have, or which Plaintiff or Plaintiff's heirs, assigns, executors or administrators hereafter can, shall or may have arising under the California Private Attorneys General Act (California Labor Code section 2698 *et seq.*) which includes claims brought under the PAGA predicated upon California Labor Code Sections 98.6, 98.7, 201, 202, 203, 204, 206, 208, 216, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 351, 510, 512, 516, 558, 1021.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2100, 2101, 2102, 2103, 2107, 2108, 2111, 2112, 2802, 2804 and/or any other California Labor Code provisions that could have been asserted under the PAGA in connection with the LWDA Letter and/or Civil Action ("Released Claims"), including but not limited to any claims for penalties, wages, interest and/or attorneys' fees and costs thereon arising from any and all of the Released Claims. All such Released Claims (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this PAGA Settlement Agreement regardless of the forum in which they may be brought.

Nothing in this PAGA Settlement Agreement shall affect any state or federal government agencies' rights and responsibilities to enforce the California Labor Code or any other applicable law, nor shall anything in this PAGA Settlement Agreement be construed as a basis for interfering with your protected right to file a timely charge with, or participate in an investigation or proceeding with a state, federal or local government entity; provided, however, if the state, federal or local government entity commences an investigation on your behalf pertaining to the claims asserted in the Civil Action and/or LWDA Letter, you specifically waive and release your right, if any, to recover any monetary or non-monetary benefits of any sort whatsoever arising from any such investigation or otherwise and from any such administrative charge or complaint filed with any government agency other than the NLRB.

14. **No Admission Of Liability:** This PAGA Settlement Agreement shall not be construed as an admission by the Company or the Released Parties of liability or of any violation of your rights or the rights of any person, or of any violation of any law, statute, duty or order whatsoever. The Company and the Released Parties do not admit that they ever violated any provision of the California Labor Code,

including, but not limited to, those sections for which you seek relief, including under the PAGA, or of any other law. The Company and the Released Parties specifically disclaim any liability to you or any other person, including any allegedly aggrieved employees, for any violation of any contract, law, statute, duty, order, or any other basis. This PAGA Settlement shall not be used or offered as evidence to establish liability against the Company or the Released Parties in any subsequent action or proceeding; provided, however, this shall not prevent this PAGA Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement Agreement.

15. **Severance:** If any provision of this PAGA Settlement Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this PAGA Settlement Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this PAGA Settlement Agreement, except upon waiver in writing by the Company and the Released Parties. If such a release is found to be invalid, this entire PAGA Settlement Agreement shall be deemed null and void.

16. **Choice of Law:** This PAGA Settlement Agreement is to be interpreted pursuant to the laws of California, except where the application of federal law applies.

17. **Counterparts/Facsimile Signatures:** This PAGA Settlement Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means (e.g., PDF) shall be effective for all purposes hereunder to the same extent as original signatures, all of which when taken together shall constitute the PAGA Settlement Agreement. Any Party who delivers a facsimile or PDF signature page agrees to later deliver an original signature page to any Party who requests it.

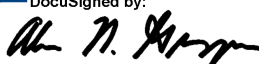
Having read, understood, and agreed to the foregoing terms and conditions, the Parties hereby voluntarily execute this PAGA Settlement Agreement by placing their signatures below.

Date: 24 / 10 / 2024



Gabriel Baltazar

Date: 10/25/2024 | 11:11 AM PDT

DocuSigned by:


12E6483EFB2D49C...

By: Alan N. Greenspan

For: Southern Glazer's Wine and Spirits, LLC

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