

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiffs Amanda Wentz
4 (“Plaintiff Wentz”) and Josefina Diaz Flores (“Plaintiff Flores”) (together, “Plaintiffs” or “Class
5 Representatives”), individually, and on behalf of all others similarly situated and on behalf of the State
6 of California with respect to aggrieved employees, and Defendants Wineshipping.com LLC and DTC
7 Logistics LLC (together, “Defendants”) (collectively, Plaintiffs and Defendants are referred to as
8 “Parties” and individually as “Party”).

9 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as
10 defined herein), the State of California as to the employment of PAGA Employees (as defined herein),
11 and Defendants, subject to the terms and conditions hereof and the approval of the Court.

12 **RECITALS**

13 1. On July 3, 2023, Plaintiff Flores provided written notice to the Labor and Workforce
14 Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail,
15 pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor
16 Code alleged to have been violated by Defendants (“Flores PAGA Letter”).

17 2. On September 29, 2023, Plaintiff Flores filed a Class Action and PAGA Complaint in
18 the action entitled *Josefina Diaz Flores v. Wineshipping.com, LLC, et al.*, San Luis Obispo Superior
19 Court Case Number 23CVP-0321 (“Flores Action”), thereby commencing a putative class and Private
20 Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”)
21 action against Defendants (“Flores Operative Complaint”).

22 3. On January 12, 2024, Plaintiff Wentz provided written notice to the LWDA by online
23 submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section
24 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by
25 Defendants (“Wentz PAGA Letter”).

26 4. On January 16, 2024, Plaintiff Wentz filed a Class Action Complaint in the action
27 entitled *Amanda Wentz v. Wineshipping.com LLC dba Wineshipping Com LLC and Wineshipping,*
28 *LLC, et al.*, Solano County Superior Court Case No. CU24-00354 (“Wentz Class Action”), thereby

1 commencing a putative class action against Defendants.

2 5. On February 29, 2024, Plaintiff Wentz filed a First Amended Class Action Complaint
3 (“Wentz Class Operative Complaint”) in the Wentz Class Action.

4 6. On March 6, 2024, Plaintiff Wentz provided an amended written notice to the LWDA
5 and Defendants providing clarification that her claims included a claim for improper Alternative
6 Workweek Schedules (“Wentz Amended PAGA Letter”) (collectively, the Flores PAGA Letter,
7 Wentz PAGA Letter, and Wentz Amended PAGA Letter are referred to as the “PAGA Letters”).

8 7. On March 19, 2024, Plaintiff Wentz filed a Complaint for Enforcement Action Under
9 the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Wentz PAGA Operative
10 Complaint”) in the action entitled *Amanda Wentz v. Wineshipping.com LLC dba Wineshipping Com*
11 *LLC and Wineshipping, LLC, et al.*, Solano County Superior Court Case No. CU24-02101 (“Wentz
12 PAGA Action”), thereby commencing a PAGA action against Defendants.

13 8. On May 13, 2024, Plaintiff Flores filed a First Amended Class Action and PAGA
14 Complaint (“Flores Operative Complaint”) in the Flores Action.

15 9. On June 11, 2025, Defendants filed a petition to coordinate the Wentz Class Action,
16 Wentz PAGA Action, and Flores Action. Following briefing and a hearing, an order was issued
17 granting the petition. The coordination actions were assigned to the Honorable Michael C. Kelley in
18 San Luis Obispo Superior Court, and are proceeding as *Wineshipping Wage and Hour Cases*, Judicial
19 Council Coordination Proceeding No. 5392 (“Action”).

20 10. The Wentz Class Operative Complaint, Wentz PAGA Operative Complaint, and Flores
21 Operative Complaint (collectively, “Operative Complaints”) allege causes of action for violations of
22 the California Labor Code for failure to pay contractual wages, failure to pay minimum wages, failure
23 to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu
24 thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to
25 timely pay wages during employment, failure to provide compliant wage statements, failure to
26 maintain complete and accurate payroll records, failure to timely pay wages upon termination, and
27 failure to reimburse necessary business expenses, for violations of California Business & Professions
28 Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for

1 civil penalties under PAGA based on the aforementioned California Labor Code violations.

2 11. Defendants deny all material allegations set forth in the Action and have asserted
3 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
4 Defendants desire to fully and finally settle the Action, Released Class Claims (as defined herein), and
5 Released PAGA Claims (as defined herein).

6 12. Class Counsel diligently investigated the class and PAGA claims against Defendants,
7 including any and all applicable defenses and the applicable law. The investigation included, *inter*
8 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
9 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
10 merits of the claims and contentions of the Parties.

11 13. On May 21, 2025, the Parties participated in mediation with Hon. Ronald M. Sabraw,
12 which did not result in a settlement at that time. On November 26, 2025, the Parties participated in a
13 second mediation with Eve Wagner, Esq. (the “Mediator”), a respected mediator of complex wage and
14 hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement
15 that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and
16 the Settlement is the result of an informed and detailed analysis of Defendants’ potential liability and
17 exposure in relation to the costs and risks associated with continued litigation. Based on Class
18 Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendants
19 for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
20 adequate and is in the best interest of the Class Members, State of California, and PAGA Employees
21 in light of all known facts and circumstances, including the risk of significant delay and uncertainty
22 associated with litigation and various defenses asserted by Defendants.

23 14. The Parties expressly acknowledge that this Settlement Agreement is entered into
24 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
25 admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is
26 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
27 positions.
28

DEFINITIONS

15. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 18.

b. "Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant Wineshipping.com LLC in the State of California at any time during the Class Period.

c. "Class Counsel" means Jonathan M. Genish, Karen I. Gold, Noam Y. Reiffman, Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC and Stan S. Mallison, Hector R. Martinez, and Cody A. Bolce of Mallison & Martinez, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendant Wineshipping.com LLC during the Class Period; and (5) total Workweeks and Pay Periods.

e. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached hereto as "**Exhibit A**."

f. "Class Period" means the period from November 20, 2021, through February 12, 2026.

g. "Class Settlement" means the settlement and resolution of all Released Class Claims.

h. "Court" means the Superior Court of the State of California for the County of San Luis Obispo.

///

i. “Defendants’ Counsel” means Mollie M. Burks, Sat Sang S. Khalsa, and Phuong Fingerman of Gordon Rees Scully Mansukhani, LLP.

j. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

k. “Effective Date” means the following: (i) if no Settlement Class Member objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution of the appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

l. “Employer Taxes” means the employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants in addition to the Gross Settlement Amount.

m. “Enhancement Payment(s)” means the amounts to be paid to Plaintiffs, in recognition of their effort and work in prosecuting the Action on behalf of Class Members and PAGA Employees, and general release of claims, as set forth in Paragraph 19.

n. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

o. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

///

1 p. “Final Approval Order and Judgment” means the order granting final approval
2 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
3 Parties, and subject to approval by the Court.

4 q. “Gross Settlement Amount” means the amount of Two Million Two Hundred
5 Fifty Thousand Dollars and Zero Cents (\$2,250,000.00) to be paid by Defendants in full satisfaction
6 of the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees
7 and Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net
8 Settlement Amount to be paid to the Settlement Class Members. Defendants shall pay the Employer
9 Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is
10 non-reversionary; no portion of the Gross Settlement Payment will return to Defendants. The Gross
11 Settlement Amount is subject to increase, as provided in Paragraph 22.

12 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
13 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
14 calculated in accordance with Paragraph 24.

15 s. “Individual Settlement Payment” means the net payment of each Settlement
16 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
17 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
18 Paragraph 25.

19 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
20 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
21 in accordance with Paragraph 23.

22 u. “LWDA Payment” means the amount of Seventy-Five Thousand Dollars and
23 Zero Cents (\$75,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the
24 LWDA under the PAGA Settlement, as set forth in Paragraph 20.

25 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
26 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
27 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and
28 Settlement Administration Costs.

1 w. “Notice of Objection” means a Settlement Class Member’s written objection to
2 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
3 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s
4 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
5 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
6 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
7 specified address, postmarked on or before the Response Deadline.

8 x. “PAGA Amount” means the allocation of One Hundred Thousand Dollars
9 (\$100,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent
10 (75%) of the PAGA Amount, or \$75,000.00, will be paid to the LWDA (i.e., the LWDA Payment)
11 and the remaining twenty-five percent (25%), or \$25,000.00, will be distributed to the PAGA
12 Employees (i.e., the PAGA Employee Amount).

13 y. “PAGA Employee(s)” means all current and former hourly-paid and/or non-
14 exempt employees who worked for Defendant Wineshipping.com LLC in the State of California at
15 any time during the PAGA Period.

16 z. “PAGA Employee Amount” means the amount of Twenty-Five Thousand
17 Dollars and Zero Cents (\$25,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA
18 Employees on a *pro rata* basis based on their Pay Periods.

19 aa. “PAGA Period” means the period from July 3, 2022, through February 12,
20 2026.

21 bb. “PAGA Settlement” means the settlement and resolution of all Released PAGA
22 Claims.

23 cc. “Pay Periods” means the number of pay periods each PAGA Employee worked
24 for Defendant Wineshipping.com LLC as an hourly-paid and/or non-exempt employee in California
25 during the PAGA Period.

26 dd. “Preliminary Approval” means the date on which the Court enters the
27 Preliminary Approval Order.

28 ///

1 ee. “Preliminary Approval Order” means the order granting preliminary approval
2 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
3 the Court.

4 ff. “Released Class Claims” means any and all class claims which were alleged or
5 which could have been reasonably alleged based on the factual allegations in the Operative
6 Complaints, arising during the Class Period, which shall specifically include claims for Defendants’
7 alleged failure to pay contractual wages, pay overtime and minimum wages, provide compliant meal
8 and rest periods and associated premium payments, timely pay wages during employment and upon
9 termination, provide accurate wage statements, maintain complete and accurate payroll records, and
10 reimburse necessary business-related expenses in violation of California Labor Code Sections 200,
11 201, 202, 203, 204, 210, 218.5, 223, 226(a), 226.7, 510, 512(a), 1174, 1194, 1194.2, 1197, 1197.1,
12 1198, 2018.5, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and
13 California Business and Professions Code sections 17200, *et seq.*

14 gg. “Released PAGA Claims” means any and all claims arising from any of the
15 factual allegations in the PAGA Letters and the Operative Complaints, arising during the PAGA
16 Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code
17 Sections 2698 *et seq.*, which shall specifically include claims for Defendants’ alleged failure to pay
18 contractual wages, pay overtime and minimum wages, provide compliant meal and rest periods and
19 associated premium payments, timely pay wages during employment and upon termination, provide
20 compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary
21 business-related expenses in violation of California Labor Code Sections 200, 201, 202, 203, 204, 210,
22 218.5, 223, 226(a), 226.7, 510, 512(a), 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2018.5, 2800, and
23 2802, and the applicable Industrial Welfare Commission Wage Order.

24 hh. “Released Parties” means Defendants and their current and former agents,
25 owners, officers, employees who are not Class Members, directors, members, insurers, shareholders,
26 subsidiaries, affiliates, predecessors, successors, and assigns, and any other person or entity who could
27 be deemed to be a joint employer.

28 ///

1 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
2 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
3 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
4 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
5 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
6 Settlement Administrator at the specified address, postmarked on or before the Response Deadline or
7 received by the Settlement Administrator within five (5) calendar days of the Response Deadline.

8 jj. “Response Deadline” means the deadline by which Class Members must submit
9 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is sixty (60)
10 calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class
11 Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response
12 Deadline will be extended to the next day on which the United States Postal service is open. Requests
13 for Exclusions, Notices of Objection, and/or Disputes are valid if they are received by the Settlement
14 Administrator no later than five (5) calendar days after the Response Deadline irrespective of the date
15 they are postmarked. The Response Deadline may also be extended by express agreement between
16 Class Counsel and Defendants’ Counsel. In the event that a Class Notice is re-mailed to a Class
17 Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days
18 from the original Response Deadline.

19 kk. “Settlement Administrator” means Phoenix Settlement Administrators, or any
20 other third-party class action settlement administrator agreed to by the Parties and approved by the
21 Court for purposes of administering the Settlement. The Parties and their counsel each represent that
22 they do not have any financial interest in the Settlement Administrator or otherwise have a relationship
23 with the Settlement Administrator that could create a conflict of interest.

24 ll. “Settlement Administration Costs” means the costs payable from the Gross
25 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
26 Paragraph 19.

27 mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
28 who do not submit a timely and valid Request for Exclusion.

1 nn. "Workweeks" means the number of weeks each Class Member worked for
2 Defendant Wineshipping.com LLC as an hourly-paid and/or non-exempt employee in California
3 during the Class Period.

4 **CLASS CERTIFICATION**

5 16. For the purposes of this Settlement only, the Parties stipulate to the certification of the
6 Class.

7 17. The Parties agree that certification for the purpose of settlement is not an admission
8 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
9 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
10 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
11 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
12 non-settlement context.

13 **TERMS OF THE AGREEMENT**

14 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
15 forth herein, the Parties agree, subject to the Court's approval, as follows:

16 18. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application
17 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
18 Gross Settlement Amount (i.e., \$787,500.00 if the Gross Settlement Amount is \$2,250,000.00) and
19 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
20 of the Action, in an amount not to exceed Seventy-Five Thousand Dollars and Zero Cents
21 (\$75,000.00), both of which will be paid from the Gross Settlement Amount. The attorney's fees shall
22 be divided equally between Blackstone Law, APC and Mallison & Martinez (i.e., \$393,750.00 each if
23 the Gross Settlement Amount is \$2,250,000.00). Class Counsel shall be solely and legally responsible
24 for correctly characterizing this compensation for tax purposes and for paying any taxes on the
25 amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for
26 the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not
27 awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the
28 benefit of the Settlement Class Members.

1 19. Enhancement Payments. Defendants agree not to oppose or impede any application or
2 motion by Plaintiffs for Enhancement Payments in the amounts up to Ten Thousand Dollars and Zero
3 Cents (\$10,000.00) each (\$20,000.00 total). The Enhancement Payments, which will be paid from the
4 Gross Settlement Amount, subject to Court approval, will be in addition to their Individual Settlement
5 Payments as Settlement Class Members and Individual PAGA Payments as PAGA Employees.
6 Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax
7 purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue
8 an IRS Form 1099 to Plaintiffs for the Enhancement Payments. Any portion of the requested
9 Enhancement Payments that is not awarded by the Court to Plaintiffs shall be reallocated to the Net
10 Settlement Amount for the benefit of the Settlement Class Members.

11 20. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
12 One Hundred Thousand Dollars and Zero Cents (\$100,000.00) shall be allocated from the Gross
13 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code
14 Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$75,000.00,
15 will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$25,000.00,
16 will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based
17 on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e.,
18 the Individual PAGA Payments).

19 21. Settlement Administration Costs. The Settlement Administrator will be paid for the
20 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
21 which is currently estimated not to exceed Ten Thousand Nine Hundred Fifty Dollars and Zero Cents
22 (\$10,950.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
23 approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and
24 tracking Class Notices and other documents for the Settlement, calculating and distributing payments
25 due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings,
26 withholdings, and remittances, providing necessary reports and declarations, and other duties and
27 responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent
28 the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such

1 excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court.
2 Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are
3 not in fact required to fulfill payment to the Settlement Administrator to undertake the required
4 settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of
5 the Settlement Class Members.

6 22. Escalator Clause. Defendants have represented that the Class Members worked a total
7 of 35,000 workweeks during the period between November 20, 2021, and November 26, 2025. If it
8 is determined by the Settlement Administrator that the total number of Workweeks worked by the
9 Class Members during the Class Period actually exceeds 35,000 by more than 10% (i.e., if the
10 Workweeks exceed 38,500), then the Gross Settlement Amount will be increased on a *pro rata* basis
11 equal to the percentage increase in the number of Workweeks worked by the Class Members above
12 10%. For example, if the number of Workweeks increases by 11% to 38,850 Workweeks, then the
13 Gross Settlement Amount will increase by 1%.

14 23. Individual Settlement Share Calculations. Individual Settlement Shares will be
15 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of
16 Workweeks, as follows:

17 a. After Preliminary Approval, the Settlement Administrator will divide the Net
18 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek
19 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value
20 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be
21 entitled to receive under the Class Settlement.

22 b. After Final Approval, the Settlement Administrator will divide the final Net
23 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek
24 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek
25 Value to yield each Settlement Class Member's final Individual Settlement Share.

26 24. Individual PAGA Payment Calculations. Individual PAGA Payments will be
27 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
28 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee

Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

25. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

26. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

27. Tax Liability. Plaintiffs, Class Counsel, Defendants, and Defendants’ Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement Class Members, and PAGA Employees are not relying on any statement, representation, or calculation by Defendants, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement Class Members, and PAGA Employees understand and agree that Plaintiffs, Settlement Class Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class

Members, and PAGA Employees should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

28. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

29. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this

1 Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Employee
2 to additional compensation or benefits under any new or additional compensation or benefits, or any
3 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
4 nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Employee to any increased
5 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
6 any contrary language or agreement in any benefit or compensation plan document that might have
7 been in effect during the Class Period).

8 30. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

9 Plaintiffs will obtain a hearing date from the Court for Plaintiffs' motion for preliminary approval of
10 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
11 Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a
12 draft of the preliminary approval motion before filing it with the Court. Defendants agree not to
13 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
14 Agreement. By way of said motion, Plaintiffs will apply for the entry of the Preliminary Approval
15 Order seeking the following:

- 16 a. Conditionally certifying the Class for settlement purposes only;
- 17 b. Granting Preliminary Approval of the Settlement;
- 18 c. Preliminarily appointing Plaintiffs as the representatives of the Class;
- 19 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 20 e. Approving as to form and content, the mutually-agreed upon and proposed
21 Class Notice and directing its mailing by First Class U.S. Mail;
- 22 f. Approving the manner and method for Class Members to request exclusion
23 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 24 g. Scheduling a Final Approval Hearing at which the Court will determine whether
25 Final Approval of the Settlement should be granted.

26 31. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(s)(2),
27 Class Counsel shall notify the LWDA of the Settlement.

28 ///

1 32. Delivery of Class List. Within twenty-one (21) calendar days of Preliminary Approval,
2 Defendants will provide the Class List to the Settlement Administrator and Class Counsel.

3 33. Notice by First-Class U.S. Mail.

4 a. Within ten (10) business days after receiving the Class List from Defendants,
5 the Settlement Administrator will perform a search based on the National Change of Address Database
6 or any other similar services available, such as provided by Experian, for information to update and
7 correct for any known or identifiable address changes, and will mail a Class Notice in English and
8 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
9 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
10 Administrator.

11 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
12 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
13 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
14 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
15 attempt to determine the correct address using a skip-trace or other search, using the name, address,
16 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
17 calendar days.

18 c. Compliance with the procedures described herein above shall constitute due and
19 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
20 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants' Counsel to
21 provide notice of the Settlement.

22 34. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
23 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
24 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
25 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
26 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
27 has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data
28 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class

1 Member, Defendants' records will be presumed to be correct and determinative of the dispute.
2 However, if a Class Member produces information and/or documents to the contrary, the Settlement
3 Administrator will evaluate the materials submitted by the Class Member and the Settlement
4 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
5 the disputing Class Member should be credited with under the Settlement. The Settlement
6 Administrator's decision on such disputes are subject to approval by the Court.

7 35. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
8 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
9 Settlement Administrator, by mail, postmarked on or before the Response Deadline or received by the
10 Settlement Administrator no later than five (5) calendar days after the Response Deadline. The
11 Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel the number
12 of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who
13 have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the
14 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
15 seek to solicit or otherwise encourage Class Members to request exclusion from the Class Settlement.
16 Any Class Member who submits a Request for Exclusion is prohibited from making any objection to
17 the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will
18 not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any
19 Class Member who does not affirmatively request exclusion from the Class Settlement by submitting
20 a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement,
21 including and not limited to those pertaining to the Released Class Claims, as well as any judgment
22 that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the
23 above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual
24 PAGA Payment, irrespective of whether they submit a Request for Exclusion.

25 36. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
26 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
27 mail, postmarked on or before the Response Deadline or received by the Settlement Administrator no
28 later than five (5) calendar days after the Response Deadline. The Settlement Administrator will

1 certify jointly to Class Counsel and Defendants' Counsel the number of Notices of Objection that are
2 submitted (specifying which ones were timely and complete and which were not), and also attach them
3 to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time
4 will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class
5 Members to object to the Class Settlement or appeal from the Final Approval Order and Judgment.
6 Settlement Class Members, individually or through counsel, may also present their objection orally at
7 the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection.

8 37. Reports by the Settlement Administrator. The Settlement Administrator shall provide
9 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
10 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
11 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
12 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
13 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
14 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
15 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
16 Dispute.

17 38. Defendants' Right to Rescind. If more than ten percent (10%) of the Class Members
18 submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement
19 Agreement. Defendants must exercise this right of rescission in writing that is provided to Class
20 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the
21 number of Class Members who have submitted timely and valid Requests for Exclusion following the
22 Response Deadline. If Defendants exercise this option, Defendants shall pay any costs of settlement
23 administration owed to the Settlement Administrator incurred up to that date.

24 39. Certification of Completion. Upon completion of administration of the Settlement, the
25 Settlement Administrator will provide a written declaration under oath to certify such completion to
26 the Court and counsel for all Parties.

27 ///

28 ///

1 40. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
2 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
3 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
4 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
5 Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final
6 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
7 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
8 Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion
9 before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the Final
10 Approval Order and Judgment, which will provide for, in substantial part, the following:

11 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
12 consummation of its terms and provisions;

13 b. Certification of the Settlement Class;

14 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

15 d. Approval of the application for Enhancement Payments to Plaintiffs;

16 e. Directing Defendants to fund all amounts due under the Settlement Agreement
17 and ordered by the Court; and

18 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
19 conformity with California Rules of Court 3.769 and the Settlement Agreement.

20 41. Funding of the Gross Settlement Amount. No later than thirty (30) calendar days after
21 the Effective Date, Defendants will deposit the Gross Settlement Amount and Employer Taxes into a
22 Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et*
23 *seq.*, to be established by the Settlement Administrator. Defendants shall provide all information
24 necessary for the Settlement Administrator to calculate necessary payroll taxes including its official
25 name, 8-digit state unemployment insurance tax ID number, and other information requested by the
26 Settlement Administrator, no later than five (5) business days after the Effective Date.

27 42. Distribution of the Gross Settlement Amount. Within ten (10) business days after
28 receipt of the Gross Settlement Amount and Employer Taxes, the Settlement Administrator will issue
the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to

1 PAGA Employees, LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys’
2 Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement
3 Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes,
4 contributions, and withholding, and timely forward these to the appropriate government authorities.

5 43. Settlement Checks. The Settlement Administrator will be responsible for undertaking
6 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
7 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
8 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
9 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
10 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
11 Members and PAGA Employees are not required to submit a claim to be issued an Individual
12 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
13 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
14 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
15 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
16 of California’s Unclaimed Property Division in the name of the Settlement Class Member and/or
17 PAGA Employee. The Parties agree that this disposition results in no “unpaid residue” under
18 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
19 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendants
20 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
21 amended and/or supplemental tax filings and reporting required under applicable local, state, and
22 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
23 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
24 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
25 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
26 PAGA Settlement.

27 ///

28 ///

1 44. Class Settlement Release. Upon the Effective Date and full funding of the Gross
2 Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally,
3 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
4 Released Class Claims.

5 45. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
6 Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all
7 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
8 relinquished, and discharged the Released Parties of all Released PAGA Claims.

9 46. Plaintiffs' General Release. Upon the Effective Date and full funding of the Gross
10 Settlement Amount, Plaintiffs, individually and on their own behalf, will be deemed to have fully,
11 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties
12 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys'
13 fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
14 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from their employment
15 and/or separation of employment with Defendants, which Plaintiffs, at any time up until the execution
16 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general
17 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
18 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
19 hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the
20 effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil
21 Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as
22 follows:

23 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
24 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
25 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
26 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
27 **THE DEBTOR OR RELEASED PARTY.**

28 ///

1 47. Final Approval Order and Judgment. The Parties shall provide the Settlement
2 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
3 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
4 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
5 Class will be required.

6 48. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
7 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
8 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
9 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
10 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
11 Settlement Agreement.

12 49. Effects of Termination or Rescission of Settlement. Termination or rescission of the
13 Settlement Agreement shall have the following effects:

14 a. The Settlement Agreement shall be void and shall have no force or effect, and
15 no Party shall be bound by any of its terms;

16 b. In the event the Settlement Agreement is terminated, Defendants shall have no
17 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
18 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
19 Administrator is notified that the Settlement has been terminated;

20 c. The Preliminary Approval Order and Final Approval Order and Judgment,
21 including any order certifying the Class, shall be vacated;

22 d. The Settlement Agreement and all negotiations, statements, and proceedings
23 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
24 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

25 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
26 statements, or filings in furtherance of the Settlement (including all matters associated with the
27 mediation) shall be admissible or offered into evidence in the Action or any other action for any
28 purpose whatsoever; and

1 f. Any documents generated to bring the Settlement into effect, will be null and
2 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
3 likewise be treated as void from the beginning.

4 g. The Parties agrees the time between the full execution of this Agreement and
5 Final Approval or rescission/termination of the Agreement shall be excluded from the time to bring the
6 case to trial under Code of Civil Procedure § 583.310.

7 50. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
8 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
9 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
10 of action or right herein released and discharged.

11 51. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
12 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
13 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

14 52. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
15 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
16 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
17 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
18 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
19 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
20 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
21 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
22 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
23 Agreement.

24 53. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
25 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
26 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
27 Approval Hearing to be conducted by the Court.

28 54. Amendment or Modification. Prior to the filing of the motion for preliminary approval
of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
except by written agreement signed by counsel for all Parties. After the filing of the motion for

1 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
2 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
3 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
4 constitute a waiver of any other provision.

5 55. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
6 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
7 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
8 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
9 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
10 full authority to enter into this Settlement Agreement, and further intend that this Settlement
11 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
12 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
13 confidentiality provisions that otherwise might apply under state or federal law.

14 56. Signatories. It is agreed that because the members of the Class are so numerous, it is
15 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
16 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
17 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
18 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
19 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
20 Member and PAGA Employee.

21 57. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
22 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

23 58. California Law Governs. All terms of this Settlement Agreement and attached exhibits
24 hereto will be governed by and interpreted according to the laws of the State of California.

25 59. Execution and Counterparts. This Settlement Agreement is subject only to the
26 execution of all Parties. However, this Settlement Agreement may be executed in one or more
27 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
28 copies of the signature page, will be deemed to be one and the same instrument.

///

1 60. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
2 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
3 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
4 account all relevant factors, present and potential. The Parties further acknowledge that they are each
5 represented by competent counsel and that they have had an opportunity to consult with their counsel
6 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
7 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
8 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
9 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

10 61. Invalidity of Any Provision. Before declaring any provision of this Settlement
11 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
12 possible consistent with applicable precedents so as to define all provisions of this Settlement
13 Agreement valid and enforceable.

14 62. Enforcement Action. In the event that one or more of the Parties institutes any legal
15 action or other proceeding against any other Party or Parties to enforce the provisions of this
16 Settlement Agreement or to declare rights and/or obligations under this Settlement, the successful
17 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
18 fees and costs, including expert witness fees, in connection with any enforcement actions.

19 63. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
20 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate
21 to implement the Settlement.

22 64. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
23 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
24 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
25 specifically deny, they have violated any federal, state, or local law; violated any regulations or
26 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
27 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation
28 or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this

1 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with
2 it, shall be construed as an admission or concession by Defendants of any such violations or failures
3 to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
4 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or
5 received as evidence in any action or proceeding to establish any liability or admission on the part of
6 Defendants or to establish the existence of any condition constituting a violation of, or a non-
7 compliance with, federal, state, local, or other applicable law.

8 65. Captions. The captions and paragraph numbers in this Settlement Agreement are
9 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
10 intent of the provisions of this Settlement Agreement.

11 66. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
12 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
13 construed more strictly against one Party than another merely by virtue of the fact that it may have
14 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
15 negotiations between the Parties, all Parties have contributed equally to the preparation of this
16 Settlement Agreement.

17 67. Representation By Counsel. The Parties acknowledge that they have been represented
18 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
19 that this Settlement Agreement has been executed with the consent and advice of counsel, and
20 reviewed in full.

21 68. All Terms Subject to Final Court Approval. All amounts and procedures described in
22 this Settlement Agreement herein will be subject to final Court approval.

23 69. Notices. All notices, demands, and other communications to be provided concerning
24 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
25 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
26 as follows:

27 To Plaintiffs and Class Counsel:
28 Jonathan M. Genish
jgenish@blackstonepc.com
Karen I. Gold

kgold@blackstonepc.com
Noam Y. Reiffmann
nreiffmann@blackstonepc.com
Marissa A. Mayhood
mmayhood@blackstonepc.com
Alexandra Rose
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Stan S. Mallison
stanm@themmlawfirm.com
Hector R. Martinez
hectorm@themmlawfirm.com
Cody A. Bolce
cbolce@themmlawfirm.com
MALLISON & MARTINEZ
1939 Harrison Street, Suite 730
Oakland, California 94612
Tel: (510) 832-9999 / Fax: (510) 832 1101

To Defendants:
Mollie M. Burks
mburks@grsm.com
Sat Sang Keeling
skhalsa@grsm.com
Nina Mirza
nmirza@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
315 Pacific Avenue
San Francisco, California 94111
Tel: (510) 463-8668 / Fax: (415) 986-8054

70. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

///

1 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendants:

3 **IT IS SO AGREED.**

4 **PLAINTIFF JOSEFINA DIAZ FLORES**

5
6 Dated: 8/17/2026


ID LqbpVQAvMPW8vJTYnYQSJ66Z

Plaintiff Josefina Diaz Flores

8 **PLAINTIFF AMANDA WENTZ**

9
10 Dated: _____

Plaintiff Amanda Wentz

12 **DEFENDANT WINESHIPPING.COM LLC**

13
14 Dated: 14 AUG 2026



Andrew Tidwell
Chief Human Resources Officer
On behalf of Defendant Wineshipping.com LLC

17 **DEFENDANT DTC LOGISTICS LLC**

18
19 Dated: 14 AUG 2026



20 Full Name: ANDREW TIDWELL

21 Title: CHRO
22 On behalf of Defendant DTC Logistics LLC
23
24
25
26
27
28

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Wineshipping Wage and Hour Cases **Superior Court of California for the County of San Luis Obispo, Case No. JCCP 5392**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Josefina Diaz Flores and Amanda Wentz ("Plaintiffs") and Defendants Wineshipping.com LLC and DTC Logistics LLC ("Defendants") (Plaintiffs and Defendants are collectively referred to as the "Parties") in the coordinated case entitled *Wineshipping Wage and Hour Cases*, San Luis Obispo County Superior Court, Case No. JCCP 5392 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant Wineshipping.com LLC in the State of California at any time during the Class Period.

"Class Period" means the period from November 20, 2021, through February 12, 2026.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant Wineshipping.com LLC in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from July 3, 2022, through February 12, 2026.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On July 3, 2023, Plaintiff Flores provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that she contends were violated ("Flores PAGA Letter"). On September 29, 2023, Plaintiff Flores commenced a putative class action and Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA") lawsuit by filing a Class Action and PAGA Complaint in the action entitled *Josefina Diaz Flores v. Wineshipping.com, LLC, et al.*, San Luis Obispo Superior Court Case Number 23CVP-0321 ("Flores Action"). On May 13, 2024, Plaintiff Flores filed a First Amended Class Action and PAGA Complaint ("Flores Operative Complaint") in the Flores Action.

On January 12, 2024, Plaintiff Wentz provided written notice to the LWDA and Defendants of the specific provisions of the California Labor Code that she contends were violated ("Wentz PAGA Letter"). On January 16, 2024, Plaintiff Wentz commenced a putative class action lawsuit by filing a Class Action Complaint in the action entitled *Amanda Wentz v. Wineshipping.com LLC dba Wineshipping Com LLC and Wineshipping, LLC, et al.*, Solano County Superior Court Case No. CU24-00354 ("Wentz Class Action"). On February 29, 2024, Plaintiff Wentz filed a First Amended Class Action Complaint ("Wentz Class Operative Complaint") in the Wentz Class Action. On March 6, 2024, Plaintiff Wentz sent an amended notice to the LWDA and Defendants ("Wentz Amended PAGA Letter"). On March 19, 2024, Plaintiff Wentz commenced a separate lawsuit for enforcement of PAGA civil penalties by filing a Complaint for Enforcement Action

Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* (“Wentz PAGA Operative Complaint”) in the action entitled *Amanda Wentz v. Wineshipping.com LLC dba Wineshipping Com LLC and Wineshipping, LLC, et al.*, Solano County Superior Court Case No. CU24-02101 (“Wentz PAGA Action”).

On June 11, 2025, Defendants filed a petition to coordinate the three actions (the Flores Action, the Wentz Class Action, and the Wentz PAGA Action). On October 9, 2025, all three cases were ordered coordinated together in San Luis Obispo County Superior Court. Collectively, the Flores PAGA Letter, Wentz PAGA Letter, and Wentz Amended PAGA Letter are referred to as the “PAGA Letters” and the Wentz Class Operative Complaint, Wentz PAGA Operative Complaint, and Flores Operative Complaint are referred to as the “Operative Complaints.”

Plaintiffs contend that Defendants failed to properly wages (including minimum and overtime wages), provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and maintained an unlawful alternative workweek, thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Josefina Diaz Flores and Amanda Wentz as representatives of the Class (“Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Karen I. Gold
Noam Y. Reiffman
Marissa A. Mayhood
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Stan S. Mallison
Hector R. Martinez
Cody A. Bolce
Mallison & Martinez
1939 Harrison Street, Suite 730
Oakland, California 94612
Tel: (510) 832-9999 / Fax: (510) 832-1101

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiffs, Class Members, or PAGA Employees. Plaintiffs and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Two Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$2,250,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., \$787,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) to Class Counsel; (2) Enhancement Payments in amounts not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each (total, \$20,000.00) for their services in the Action; (3) the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$75,000.00) (“LWDA Payment”) and the remaining 25% (\$25,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Nine Hundred Fifty Dollars and Zero Cents (\$10,950.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant Wineshipping.com LLC as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant Wineshipping.com LLC as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendants' Records

According to Defendants' records:

- From November 20, 2021 through February 12, 2026 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.
- From July 3, 2022 through February 12, 2026 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Wineshipping Wage and Hour Cases*, Case No. JCCP 5392); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all class claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaints, arising during the Class Period, which shall specifically include claims for Defendants' alleged failure to pay contractual wages, pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 200, 201, 202, 203, 204, 210, 218.5, 223, 226(a), 226.7, 510, 512(a), 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2018.5, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

"Released PAGA Claims" means any and all claims arising from any of the factual allegations in the PAGA Letters and the Operative Complaints, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendants' alleged failure to pay contractual wages, pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements,

maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 200, 201, 202, 203, 204, 210, 218.5, 223, 226(a), 226.7, 510, 512(a), 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2018.5, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendants and their current and former agents, owners, officers, employees who are not Class Members, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns, and any other person or entity who could be deemed to be a joint employer.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$787,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amounts of Ten Thousand Dollars and Zero Cents (\$10,000.00) each (\$20,000.00 total) (“Enhancement Payment(s)”), in recognition of their services in connection with the Action. The Enhancement Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Ten Thousand Nine Hundred Fifty Dollars and Zero Cents (\$10,950.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to

the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Wineshipping Wage and Hour Cases*, Case No. JCCP 5392); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Wineshipping Wage and Hour Cases*, Case No. JCCP 5392); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before** [Response Deadline].

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department P2 of the San Luis Obispo County Superior Court, located at 901 Park Street, Paso Robles, California, 93446, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

To appear remotely via Zoom at the Final Approval Hearing, you may go to the Court’s website at <https://www.slo.courts.ca.gov/> and click on “Remote Court Appearances via Zoom” (under “Services”). Then, find “PASO Department 2 Civil Courtroom” from the list. You can join the hearing by clicking the link, or by using one of the other methods listed on the page.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action remotely or in person.

To view them remotely, you may visit the Court’s website at <https://www.slo.courts.ca.gov/> and click on “Online Case Lookup.” From there, click on “re:SearchCA.” You will be required to register for an account to view the documents if you

do not already have one.

To view them in person, kiosks are available in the Court that can be used to view the Settlement Agreement and other papers on file with the Court without registration. Please check the Court's website for hours of operation and other important visitor information.

You may also visit the Settlement Administrator's website at [REDACTED] for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [REDACTED], OR YOU MAY ALSO CONTACT CLASS COUNSEL.