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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO**

Coordination Proceeding Special Title
(Rule 3.550)

**WINESHIPPING WAGE AND HOUR
CASES**

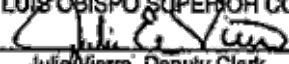
Included actions:

Diaz Flores v. Wineshipping.com, LLC, et al.
Wentz v. Wineshipping.com, LLC, et al.
Wentz v. Wineshipping.com, LLC, et al.

ELECTRONICALLY

FILED

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SAN LUIS OBISPO SUPERIOR COURT
BY 
Julie Vierra, Deputy Clerk

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 5392

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO NO. 23CVP-
0321

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO NO. CU24-00354

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SOLANO NO. CU24-02101

**DECLARATION OF ALEXANDRA ROSE IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: 3-16-2027

Time: 9 AM

Dept.: P2

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I, Alexandra Rose, declare and state as follows:

1. I am an attorney duly licensed to practice law in all Courts of the State of California. I am a member of Blackstone Law, APC, attorneys of record for Plaintiff Amanda Wentz (“Plaintiff Wentz”). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Karen I. Gold graduated cum laude from UCLA in 2005 with a Bachelor of Science
9 degree in Cognitive Science and a Specialization in Computing. She received her law degree from
10 Boston University School of Law and was admitted to the California State Bar in 2008. Upon
11 graduation, she joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as
12 a general litigation attorney focused primarily on high-stakes sophisticated cases including class action
13 defense matters. Thereafter, she spent approximately five years working for Marlin & Saltzman, LLP,
14 which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over
15 to Blackstone Law, APC as a Senior Trial Attorney and Team Lead. Throughout her career, she has
16 managed over one hundred complex litigation cases, ranging from employment matters to corporate
17 and general business litigation matters. On many of those cases, she was the only or primary attorney
18 managing the case and thus obtained extensive experience overseeing these types of actions. In that
19 capacity, she was the primary contact for clients; took and defended many depositions; propounded
20 and responded to discovery; prepared and opposed motions and pleadings, including dispositive and
21 certification motions; strategized on all cases; attended hearings; attended mediations; coordinated
22 with class action administrators; prepared and worked with experts; participated in trial prep and trials;
23 and engaged in all other intricate facets of litigation. Super Lawyers honored her as a Southern
24 California Rising Star from 2015 through 2018. As the Senior Trial Attorney and Team Lead, she
25 oversees and handles over 100 wage-and-hour putative class actions and/or representative actions
26 under PAGA seeking relief on behalf of California employees. She has considerable experience in
27 handling class and representative action lawsuits throughout her career and has been approved as
28 counsel in a number of cases.

1 5. Noam Y. Reiffman joined Blackstone Law, APC with extensive litigation experience
2 and currently specializes in employment class action and representative claims. Prior to working at
3 Blackstone Law, APC, he represented clients across a wide range of fields including complex litigation
4 and white-collar criminal defense in both state and federal courts. He spent time as a law clerk for the
5 Honorable Katherine Mader, Judge of the Los Angeles County Superior Court, as well as at the Los
6 Angeles County District Attorney's Office. He earned his Juris Doctorate from Southwestern Law
7 School in 2014, where he graduated summa cum laude and was a member of the Southwestern Law
8 Review, Dean's Fellow, and Dean's List honoree. He has been selected repeatedly as Super Lawyers
9 Southern California Rising Star since 2019.

10 6. Marissa A. Mayhood is a Senior Associate Attorney at Blackstone Law, APC. She
11 graduated from Pepperdine University School of Law with a Juris Doctorate and a certificate in dispute
12 resolution from Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working
13 for Marlin & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los
14 Angeles. While working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million
15 case, Utne v. Home Depot U.S.A., Inc., United States District Court for the Northern District of
16 California, Case No. 3:16-cv-01854-RS, and was approved as class counsel.

17 7. I joined Blackstone Law, APC from a highly reputable employment law firm. I
18 graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and
19 from New England Law | Boston with a Juris Doctor degree in 2019. I was admitted to the State Bar
20 of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I am
21 additionally licensed in all federal district courts of California. I manage the post-settlement
22 department at Blackstone Law, APC. In that capacity, I oversee and handle over 100 wage-and-hour
23 putative class actions and/or representative actions under PAGA that are in settlement.

24 8. Blackstone Law, APC has been counsel of record on several class action and PAGA
25 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

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Procedural History of the Actions

9. On July 3, 2023, Plaintiff Josefina Diaz Flores (“Plaintiff Flores”) provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants Wineshipping.com LLC and DTC Logistics LLC (together, “Defendants”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendants (“Flores PAGA Letter”). A true and correct copy of the Flores PAGA Letter is attached hereto as **Exhibit 2**.

10. On September 29, 2023, Plaintiff Flores filed 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”), thereby commencing a putative class and PAGA action against Defendants.

11. On January 12, 2024, Plaintiff Wentz provided written notice to the LWDA by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants (“Wentz PAGA Letter”). A true and correct copy of the Wentz PAGA Letter is attached hereto as **Exhibit 3**.

12. On January 16, 2024, Plaintiff Wentz filed 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”), thereby commencing a putative class action against Defendants.

13. On January 19, 2024, Plaintiff Flores propounded written formal discovery onto Defendants (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One)) in the Diaz Action.

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

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1 15. On March 6, 2024, Plaintiff Wentz provided an amended written notice to the LWDA
2 and Defendants providing clarification that her claims included a claim for improper Alternative
3 Workweek Schedules (“Wentz Amended PAGA Letter”) (collectively, the Flores PAGA Letter,
4 Wentz PAGA Letter, and Wentz Amended PAGA Letter are referred to as the “PAGA Letters”). A
5 true and correct copy of the Wentz Amended PAGA Letter is attached hereto as **Exhibit 4**.

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

11 17. On April 8, 2024, pursuant to the request of Plaintiff Wentz, Defendant DTC Logistics
12 Inc. dba DTC Logistics was dismissed without prejudice from the Wentz Class Action.

13 18. On April 9, 2024, Plaintiff Diaz propounded additional written formal discovery onto
14 Defendant Wineshipping.com LLC (specifically, Special Interrogatories (Set Two) and Requests for
15 Production of Documents (Set Two) in the Diaz Action.

16 19. On April 25, 2024, Defendant Wineshipping.com LLC filed a Motion to Compel
17 Arbitration and Dismiss the Class-Wide Claims (“Motion to Compel Arbitration”) and supporting
18 documents in the Wentz Class Action.

19 20. On April 29, 2024, Defendant Wineshipping.com LLC served responses to Plaintiff
20 Diaz’s written formal discovery requests (specifically, Form Interrogatories – General (Set One), Form
21 Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), and Requests for
22 Production of Documents (Set One) in the Diaz Action. On May 9, 2024, Defendant
23 Wineshipping.com LLC served responses to Plaintiff Diaz’s additional written formal discovery
24 requests (specifically, Special Interrogatories (Set Two) and Requests for Production of Documents
25 (Set Two) in the Diaz Action.

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

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1 22. On June 17, 2024, Plaintiff Diaz propounded additional written formal discovery onto
2 Defendant Wineshipping.com LLC (specifically, Special Interrogatories (Set Three) and Requests for
3 Production of Documents (Set Three) in the Diaz Action.

4 23. On June 18, 2024, Plaintiff Wentz filed an Opposition to the Motion to Compel
5 Arbitration and supporting documents in the Wentz Class Action. On June 25, 2024, Defendant
6 Wineshipping.com LLC filed a Reply to Plaintiff Wentz’s Opposition to the Motion to Compel
7 Arbitration and supporting documents in the Wentz Class Action. On July 2, 2024, the Court held a
8 hearing on the Motion to Compel Arbitration in the Wentz Class Action in which the Court denied the
9 Motion to Compel Arbitration.

10 24. On July 17, 2024, Defendant Wineshipping.com LLC served responses to Plaintiff
11 Diaz’s additional written formal discovery requests (specifically, Special Interrogatories (Set Three)
12 and Requests for Production of Documents (Set Three) in the Diaz Action.

13 25. On May 21, 2025, Plaintiff Wentz, Plaintiff Diaz (together, “Plaintiffs”), and
14 Defendants (collectively, the “Parties”) participated in a formal mediation conducted by Hon. Ronald
15 M. Sabraw, which did not result in a settlement at that time.

16 26. On June 11, 2025, Defendants filed a petition to coordinate the Wentz Class Action,
17 Wentz PAGA Action, and Flores Action. Following briefing and a hearing, an order was issued
18 granting the petition. The coordination actions were assigned to the Honorable Michael C. Kelley in
19 San Luis Obispo Superior Court, and are proceeding as *Wineshipping Wage and Hour Cases*, Judicial
20 Council Coordination Proceeding No. 5392 (“Action”). The Wentz Class Operative Complaint,
21 Wentz PAGA Operative Complaint, and Flores Operative Complaint (collectively, “Operative
22 Complaints”) allege causes of action for violations of the California Labor Code for failure to pay
23 contractual wages, failure to pay minimum wages, failure to pay overtime wages, failure to provide
24 compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest
25 periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure
26 to provide compliant wage statements, failure to maintain complete and accurate payroll records,
27 failure to timely pay wages upon termination, and failure to reimburse necessary business expenses,
28 for violations of California Business & Professions Code Section 17200, *et seq.* based on the

1 aforementioned California Labor Code violations, and for civil penalties under PAGA based on the
2 aforementioned California Labor Code violations.

3 27. On November 26, 2025, the Parties participated in a second mediation with Eve
4 Wagner, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex
5 wage and hour matters, and with the assistance of the Mediator’s evaluations, the Parties were able to
6 reach an agreement to resolve this dispute on a class and representative basis. The Parties then worked
7 diligently to negotiate and memorialize the terms in a long form settlement agreement.

8 28. On August 17, 2026, the Parties executed the Joint Stipulation of Class Action and
9 PAGA Settlement (“Settlement” or “Settlement Agreement”). A true and correct copy of the
10 Settlement Agreement is attached hereto as **Exhibit 5**.

11 **Summary of the Terms of the Settlement Agreement**

12 29. For purposes of settlement only, the Parties have agreed that the Class shall be defined
13 as “all current and former hourly-paid and/or non-exempt employees who worked for Defendant
14 Wineshipping.com LLC in the State of California at any time during the Class Period” (“Class” or
15 “Class Member(s)"). The Class Period is defined as the period from November 20, 2021 through
16 February 12, 2026. Based on information provided by Defendant Wineshipping.com LLC, it is
17 estimated that there are a total of approximately five hundred and seventy-five (575) Class Members.

18 30. The Parties have agreed to settle the class and PAGA claims at issue in the Operative
19 Complaints for a non-reversionary Gross Settlement Amount of Two Million Two Hundred Fifty
20 Thousand Dollars and Zero Cents (\$2,250,000.00), exclusive of employer-side payroll taxes. The
21 Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other
22 allocations. The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount of thirty-
23 five percent (35%) of the Gross Settlement Amount (i.e., \$787,500.00 if the Gross Settlement Amount
24 is \$2,250,000.00); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Seventy-Five
25 Thousand Dollars and Zero Cents (\$75,000.00); (3) Settlement Administration Costs, not to exceed
26 Ten Thousand Nine Hundred Fifty Dollars and Zero Cents (\$10,950.00); (4) Enhancement Payments
27 in the aggregate amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00); and (5) PAGA
28 Amount in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00). After the

1 above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement
2 Amount that will be available for Class Members is currently estimated to be One Million Two
3 Hundred Fifty-Six Thousand Five Hundred Fifty Dollars and Zero Cents (\$1,256,550.00).
4 Additionally, 25% of the PAGA Amount (“PAGA Employee Amount”), which is \$25,000.00 out of
5 \$100,000.00, will be fully distributed to “all current and former hourly-paid and/or non-exempt
6 employees who worked for Defendant Wineshipping.com LLC in the State of California at any time
7 during the PAGA Period” (“PAGA Employee(s)”). The “PAGA Period” is defined as the period from
8 July 3, 2022 through February 12, 2026.

9 31. The Net Settlement Amount will be distributed and paid to all Class Members who do
10 not submit a timely and valid Request for Exclusion (“Settlement Class Member(s)”) on a *pro rata*
11 basis based on the number of weeks each Class Member worked for Defendant Wineshipping.com
12 LLC as an hourly-paid and/or non-exempt employee in California during the Class Period
13 (“Workweeks”). The *pro rata* share of the Net Settlement Amount that a Class Member may be
14 eligible to receive under the Class Settlement (“Individual Settlement Share”) will be calculated by
15 the Settlement Administrator, in accordance with the Settlement Agreement.

16 32. The PAGA Employee Amount will be distributed and paid to all PAGA Employees on
17 a *pro rata* basis based on the number of pay periods each PAGA Employee worked for Defendant
18 Wineshipping.com LLC as an hourly-paid and/or non-exempt employee in California during the
19 PAGA Period (“Pay Periods”). The *pro rata* share of the PAGA Employee Amount that a PAGA
20 Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will
21 be calculated by the Settlement Administrator, in accordance with the Settlement Agreement.

22 33. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and
23 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will
24 be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage
25 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The
26 Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect
27 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
28 Members for their net payment of their Individual Settlement Share (“Individual Settlement

1 Payment”). The employer’s share of taxes and contributions in connection with the wages portion of
2 Individual Settlement Shares will be paid by Defendants separately and in addition to the Gross
3 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
4 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

5 34. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
6 Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount
7 will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement
8 Agreement. No money will revert to Defendants.

9 35. Each Individual Settlement Payment and Individual PAGA Payment check will be
10 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
11 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
12 distributed by the Settlement Administrator to the State of California’s Unclaimed Property Division
13 in the name of the Settlement Class Member and/or PAGA Employee.

14 **The Settlement is Reasonable**

15 ***Informed Arms-Length Negotiations***

16 36. The Parties’ settlement negotiations were at all times made at arm’s-length and were
17 adversarial. The Settlement was reached following a second full day of mediation with a highly
18 respected mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged
19 in additional negotiations in order to finalize the long-form agreement presently before the Court.

20 37. The Parties engaged in extensive formal and informal discovery prior to reaching a
21 settlement. Prior to mediation, Defendant Wineshipping.com LLC produced a random sampling of
22 putative class members’ time and pay records as well as its relevant wage and hour policies, and
23 information regarding the total number of putative class members, the number of current versus former
24 employees, the total workweeks worked by the putative class members, and the average rate of pay
25 for the putative class members.

26 38. This allowed Class Counsel to conduct an informed assessment and analysis of the
27 strengths and weaknesses of the claims and the potential class-wide damages.

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39. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions. At all times, Plaintiffs were willing and prepared to litigate this matter through class certification and trial if the Parties had been unable to reach a favorable resolution.

Estimate of Potential Value of Claims

40. Class Counsel analyzed all available data and estimated Defendants' maximum potential exposure for the class claims to be approximately \$8,760,119, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all putative class members across the entire putative class period, which included: \$701,782 for meal period violations (less meal period premiums paid); \$3,900,322 for rest period violations at a 100% violation rate; \$876,058 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$105,945 for unpaid overtime wages at the required regular rate of pay; \$234,027 for unpaid overtime wages based on an invalid alternative workweek schedule; \$297,692 for unreimbursed business expenses; \$2,107,024 for waiting time penalties; and \$537,269 for wage statement penalties. Plaintiffs further estimated that Defendants faced an additional exposure of \$1,673,600 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties, Defendants' maximum potential exposure totaled \$10,433,119 in damages.

Specific Risks Considered

41. Although the investigation and information discovered supports Plaintiffs' contentions, Defendants raised potential defenses and other circumstances that impacted the risk of proceeding on a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter the Settlement.

1 42. Class Counsel are aware of Defendants’ defenses and arguments and have also taken
2 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
3 inherent in such litigation, including those involved in class and/or representative adjudication.
4 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
5 in the Action, Defendants’ defenses, and the difficulties in establishing entitlement to monetary
6 recovery. Plaintiffs have also considered the Parties’ settlement discussions, as well as the evaluations
7 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

8 43. Defendants denied and continue to deny any liability and wrongdoing of any kind
9 associated with the claims alleged in the Action, and further deny that class certification is appropriate
10 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in
11 the Action. Defendants proffered defenses to both certification and to the merits of Plaintiffs’ claims.
12 Defendants contended that Plaintiffs’ claims are not suitable for class certification because individual
13 issues would predominate should these cases go to trial. As with all class actions, these complex cases
14 raise difficult management and proof issues and, accordingly, there is a significant risk that the Court
15 may deny class certification.

16 44. For example, Plaintiffs’ meal period claims, which were based on Defendants’ alleged
17 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
18 Plaintiffs’ theory of liability for meal period violations was based on allegations that Defendants had
19 failed to implement their policies and that their practices failed to allow Class Members to take meal
20 breaks in the manner required under California law. Defendants contended that their policies and
21 practices at all times during the Class Period were lawful. Indeed, Plaintiffs’ analysis revealed only a
22 18.7% violation rate for purported unique meal period violations after offsetting for meal period
23 premiums paid. Defendants further argued that the rate of purported meal period violations reflected
24 in the data would require individualized inquiry and that such inquiry would prohibit a class from
25 being certified. We also had to consider the risk that the Court would find validity in the individualized
26 proof defense to certification of Plaintiffs’ meal period claim.

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1 45. Additionally, a large portion of Defendants' overall liability lies in Plaintiffs' rest
2 period allegations. As with the meal period allegations, Defendants contended that they had a lawful
3 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
4 required under California law. Additionally, this claim was even more uncertain given the difficulties
5 associated with proving the alleged rest period violations, as Defendants were not required to record
6 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate
7 concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
8 requisite certainty, which made the estimated value of this claim subject to much challenge.

9 46. Plaintiffs also faced challenges certifying and proving liability for their minimum wage
10 and overtime claims. These claims were largely based on Defendants' unrecorded, off-the-clock work
11 performed by the Class Members both before and after their shifts and during purported meal periods.
12 For example, Class Members reported that they were regularly required to perform work-related tasks
13 before clocking in, including checking and charging forklifts, retrieving tools from their work lockers,
14 and processing paperwork. However, the individualized nature of why this work was performed and
15 the individualized nature of damages presented substantial concerns regarding the manageability of
16 the case and the risk the Court could find these issues prevented certification, and the estimated
17 damages for this claim were based on an assumption that all Class Members worked off the clock for
18 at least one hour per week. Additionally, Plaintiffs' overtime claim was based on unpaid overtime
19 compensation in connection with invalid alternative workweek schedules. However, Defendants
20 denied that any invalid alternative workweek schedules were in place during the Class Period.

21 47. Plaintiffs also contended that Defendants failed to reimburse Plaintiffs and the other
22 Class Members for necessary business-related expenses, such as the purchase of safety equipment,
23 various office supplies, and usage of personal cell phones for work-related purposes. Defendants
24 contended that they had a policy and practice of reimbursing employees for necessary business-related
25 expenses. Defendants further contended that, with respect to the alleged expenses for which Plaintiffs
26 and the other Class Members never requested reimbursement from Defendants, they did not know and
27 had no reason to know that alleged business-related expenses had been incurred. Defendants further
28 contended that the reason for why a Class Member undertook certain expenses, while not others, and

1 failed to receive reimbursement for certain expenses while not others, would raise individual issues
2 that could not be certified.

3 48. There are also substantial risks associated with Plaintiffs' waiting time penalties and
4 wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period
5 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
6 certification was denied on those underlying claims, these derivative claims for penalties would also
7 likely fail. Further, even if Plaintiffs prevailed on their underlying claims, they would still be required
8 to demonstrate that Defendants' violations of California Labor Code section 203 were *willful*
9 violations. Wage statement claims have also seen varying treatment at the appellate level because
10 such claims have an element of discretion attached to them rather than a pure calculation of damages
11 after liability is proven. Accordingly, these derivative claims, which comprised a substantial portion
12 of Defendants' estimated liability, were therefore uncertain.

13 49. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
14 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
15 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
16 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
17 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
18 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
19 current employer. On the other hand, Defendants would likely be able to obtain the cooperation of
20 their employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals
21 would substantially delay any recovery by the Class.

22 50. Class Counsel also separately contemplated the risks of proceeding with the PAGA
23 claims and potential liability Defendants could face from these claims as part of the global resolution.
24 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying
25 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
26 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
27 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendants would argue that they
28 made a good faith attempt to comply with their legal obligations warranting a reduction in penalties.

1 Class Counsel also anticipated Defendants would argue that the violations per pay period were low,
2 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
3 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
4 enforcement of California's labor laws by financing state activities and educating and deterring non-
5 compliance.

6 51. Accordingly, after considering this multitude of factors, we concluded that it was in the
7 best interest of the State of California and the PAGA Employees to enter into the Settlement, and to
8 allocate One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement
9 Amount towards the PAGA claims, which represents approximately 4.44% of the Gross Settlement
10 Amount. This percentage of the settlement is well-within the range of wage and hour settlements
11 regularly approved in both state and federal court for cases that include both a class and PAGA action.
12 Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims,
13 and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been
14 approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is
15 significant, not only from a monetary perspective, but also because it fulfills the public policy
16 objectives of PAGA—to promote enforcement of California's labor laws, provide funds to the state,
17 and deter future non-compliance by the employer.

18 52. Therefore, taking into account how each of the above risks potentially effected
19 Plaintiffs' ability to first obtain class certification, and then prove the underlying violations, the
20 Court's broad discretion in civil penalties, plus the cost and delay in recovering the alleged potential
21 damages, Class Counsel discounted Defendants' estimated liability based on the challenges facing
22 their ability to succeed on class certification by 50% to \$5,216,560. The merits-based risk factors
23 further reduced Defendants' estimated liability by an additional 50%. This resulted in an adjusted
24 estimated liability of \$2,608,280. In light thereof, the settlement amount of \$2,250,000 is a significant
25 settlement.

26 53. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate.
27 The Settlement is in the best interest of the Class Members, the PAGA Employees, and the State of
28 California and is within the accepted range of recoveries for this type of litigation given the inherent

1 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
2 litigation.

3 ***Enhancement Payments***

4 54. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement
5 Payments of Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs (total, \$20,000.00).
6 These Enhancement Payments are eminently reasonable given the time and effort Plaintiffs spent on
7 this matter, and the benefit to the Class Members as a result of Plaintiffs' actions. Notice of the
8 requested Enhancement Payments is disclosed to the Class Members in the Class Notice.

9 ***Attorneys' Fees and Costs***

10 55. The attorneys' fees incurred by Class Counsel are in line with the common fund
11 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an
12 amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$787,500.00 if the
13 Gross Settlement Amount is \$2,250,000.00) and actual litigation costs and expenses in an amount not
14 to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), which will be paid out of the
15 Gross Settlement Amount, subject to approval by the Court. Class Counsel has borne all of the risks
16 and costs of litigation and will not receive any compensation until recovery is obtained.

17 56. The effectiveness of Class Counsel's prosecution of this matter has translated into
18 tangible monetary benefits as follows: (1) Class Members, the State of California, and PAGA
19 Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting
20 additional years for the same, or potentially worse, result; (2) a guaranteed result that compares
21 favorably with other similar class action settlements of this type, given the strengths and weaknesses
22 of the cases; and (3) significant savings in Class Counsel's fees and/or costs that would have only
23 increased significantly had the cases progressed through certification, trial, and/or upon appeal.

24 57. Class Counsel has litigated this matter for over two years and was actively preparing
25 this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature
26 of the legal services provided, the time incurred in performing those services, and Class Counsel's
27 hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought
28 by Class Counsel. Notice of the requested Attorneys' Fees and Costs is disclosed to the Class

Members in the Class Notice.

58. Class Counsel have entered into a fee-sharing agreement providing that any fee award will be divided equally, with 50% awarded to Blackstone Law, APC and 50% awarded to Mallison & Martinez.

Notice to the Class

59. The Parties have agreed to retain Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”) to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Phoenix to handle these procedures and to serve as the Settlement Administrator. Defendants will provide Phoenix with the Class List and Phoenix will calculate each Class Member’s estimated Individual Settlement Share and each PAGA Employee’s estimated Individual PAGA Payment. Phoenix will also receive and process Requests for Exclusion, Notices of Objection, and Disputes; will provide necessary reports and declarations; will calculate, subtract, and transmit necessary taxes and withholdings with respect to the wages portion of the Individual Settlement Shares; will prepare and submit informational and other tax filings and documents; will issue and transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual Settlement Payment checks to the Settlement Class Members and Individual PAGA Payment checks to the PAGA Employees; and perform any other usual and customary duties for administering a class action settlement.

60. I am not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. The original source of the mailing addresses is from each Class Member, who provided the information to Defendants. As a fail-safe to this highly reliable method, skip tracing will be performed, if necessary.

Notice of Settlement to the LWDA

61. In accordance with California Labor Code section 2699(s)(2), on September 4, 2026, a copy of the proposed Settlement was submitted to the LWDA via online submission through the LWDA’s website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 6**.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct.

3 Executed on September 4, 2026, at Jersey City, New Jersey.

4 *Alexandra Rose*

5 Alexandra Rose
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EXHIBIT 1

- *Eduardo Venegas v. Ionis Pharmaceuticals, Inc.*, Los Angeles County Superior Court, Case 24STCV12702, approved as counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Marissa Riemann v. Quantum Design, Inc., et al.*, San Diego County Superior Court, Case No. 24CU009870C, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jossue Morentin, et al. v. Andros Engineering Corporation*, Kern County Superior Court, Case No. BCV-25-101034, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Urbano Zavala Lopez v. Food for Life*, Riverside County Superior Court, Case No. CVRI2305901, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Demaris Masadas v. California Dinner Entertainment, LLC dba Pirate's Dinner Adventure*, Orange County Superior Court, Case No. 30-2023-01354556-CU-OE-CXC, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Laura Abarca v. Skirball Cultural Center*, Los Angeles County Superior Court, Case No. 24STCV07567, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Frank Breckenridge v. Pacific Material Handling Solutions, Inc.*, Alameda County Superior Court, Case No. 24CV070227, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gina Harris v. Arhaus, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV24656, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Debra McDonald v. LFCU Financial Services, LLC dba Logix Federal Credit Union, et al.*, Los Angeles County Superior Court, Case No. 24STCV16050,

approved as counsel in final settlement of wage and hour class and PAGA action.

- *Victoria Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group, et al.*, Santa Barbara County Superior Court, Case No. 24CV03582, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gabriela Guerrero, et al. v. SAR California Holdco Inc. dba Sarku Japan*, Kern County Superior Court, Case No. BCV-23-104255, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Roman Ramirez Gallegos, et al. v. Dolex Dollar Express, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21872, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Ismael Mercado, et al. v. Natural Alternatives International, Inc.*, San Diego County Superior Court, Case No. 37-2023-00052115-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcella Holmes, et al. v. Pacifica Hotel Company*, San Luis Obispo County Superior Court, Case No. 23CV-0681, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Pereira, et al. v. L.N. Curtis and Sons*, Alameda County Superior Court, Case No. 24CV101859, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Dillan Burghart, et al. v. Watermark Services, IV, LLC*, Alameda County Superior Court, Case No. 23CV035212, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Kasim Hakimi v. Catalent Pharma Solutions, LLC*, Alameda County Superior Court, Case No. 24CV087209, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cesar Ibarra v. Leuen, Inc. dba The Original Pantry Café*, Los Angeles County

Superior Court, Case No. 23STCV017182, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Sharon Baker v. OPARC*, Los Angeles County Superior Court, Case No. 24STCV11229, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Basilia Villa Magaña v. CJKANTRG PA, LLC*, Los Angeles County Superior Court, Case No. 23STCV25886, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2313579, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Monique Duong v. Boardwalk IG Management, LLC*, Orange County Superior Court, Case No. 30-2023-01334565-CU-OE-CXC, approved as counsel in final settlement of wage and hour class action.
- *Peter J. Gutierrez v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV26851, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Steve Robles v. Avery Products Corporation*, Orange County Superior Court, Case No. 30-2024-01390483-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court, Case No. 24STCV20477, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court, Case No. 25STCV30655, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jamie Ramires, et al. v. Bright Star Schools*, Los Angeles Superior Court, Case No.

23STCV15490, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Alesia Williams v. Altamed Health Services Corp.*, Los Angeles Superior Court, Case No. 23STCV15413, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jonathan Cruz-Pulido v. Central Valley Meat Co., Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV13660, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Gregorio Pineda, et al. v. Orthopaedic Hospital dba Orthopaedic Institute for Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court, Case No. 24STCV01618, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592, approved as counsel in final settlement of wage and hour class and PAGA action.
- *David Jason Quiñones, et al. v. J-M Manufacturing Company Inc. dba JM Eagle*, Los Angeles County Superior Court, Case No. 23STCV16439, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Laila Droubi, et al. v. GSF Properties, Inc.*, Kern County Superior Court, Case No. BCV-24-100950, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case

No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior

Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County

Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior

Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.

- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court,

Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA

- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class

and PAGA action.

- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in

association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

MALLISON & MARTINEZ

ATTORNEYS AT LAW

1939 HARRISON STREET, SUITE 730

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GONZALO QUEZADA

*MEMBER OF CA, NV, OR & WA BAR

VIA Certified U.S. Mail – Return Receipt Requested

July 3, 2023

Labor and Workforce Development Agency
(via online submission)

Wineshipping.com LLC
Agent For Service: Stacy Aleman
50 Technology CT
Napa, CA 94558

RE: Labor Code §2699 Notice by Aggrieved Employee

This constitutes statutory notice pursuant to Labor Code § 2699.3(a)(1) for purposes of bringing a claim under the Private Attorneys General Act, Cal. Labor Code § 2699, et seq. Please consider this a request for the California Labor & Workforce Development Agency (“LWDA” or “Agency”) to take action against WINESHIPPING.COM LLC and their agents, managers and supervisors (“Defendants”), for violations of the California Labor Code described below. I am writing on behalf of Josefina Flores Diaz, an aggrieved employee represented by this law firm (hereinafter “Aggrieved Plaintiff”) who seeks to assert a PAGA claim on behalf of the State of California and all other similarly situated current or former employees who have been employed by Defendants in California during the relevant time period. Specifically, this notice is given on behalf of the following category of aggrieved employees:

All non-exempt employees of WINESHIPPING.COM LLC who performed work in California for Defendants at any time after July 3, 2022.

PLEASE TAKE NOTICE THAT THIS IS ALSO A GENERAL LITIGATION PRESERVATION NOTICE to preserve all documents relating to all employees, including but not limited to all timekeeping and payroll records in paper form, native electronic form and any other format in which they are generated and maintained in the regular course of business; all databases and computer or electronic systems that are used for timekeeping and payroll; all records and evidence in any way related to the facts and claims asserted in this letter; all records and evidence in any way related to claims of Aggrieved Plaintiff, the state and other current or former employees under the California Labor Code Private Attorney General (including underlying Labor Code and IWC orders), the

California Government Code, and the Equal Employment Opportunity Act. These documents include but are not limited to all schedules (both current and former) all timekeeping records, all rest and meal period records, all duty and responsibility records, all records of customers of the facilities that include employee signatures or initials, all payroll records, all state or federal withholding records, all personnel files and other employment records, all records concerning the payment or nonpayment of wages, or provision or non-provision of state mandated labor code protections, as well as all documents pertaining to harassment or discrimination against employees, all communications relating to these records and documents, and all emails relating to these records and documents.

Further, pursuant to California Labor Code §§ 210, 558, 1197.1, and other provisions of the Labor Code, please consider this a notice to Defendants' owners, supervisors, managers, agents and all other persons acting on behalf of Defendants and the employer who caused to be violated any provision of the California Labor Code or Wage Orders governing hours and days of work. As used herein, "Defendants" refers to all liable persons and entities, including owners, supervisors, managers, agents, and any other person acting on behalf of Defendants who "caused" the violations at issue.

Defendant WINESHIPPING.COM LLC ("WINESHIPPING") operates facilities shipping wine across the United States, including Napa, California. In so doing, Defendant directly employed Aggrieved Plaintiff and similarly situated aggrieved employees herein. Aggrieved Plaintiff began working at WINESHIPPING Napa facility preparing shipments of wine on or about July 2019. During that time, Plaintiff was formally employed by WINESHIPPING.

This investigation request and notice of California Labor Code violations concerns the systematic failure by Defendants to pay current and former California non-exempt employees in conformance with provisions set out in the California Labor Code and in Wage Orders promulgated by the Industrial Welfare Commission. At the core of Defendant's violations is a policy of: systematically failing to pay all wages earned, systematically failing to pay overtime wages for all hours worked by employees in excess of eight hours in a work day and/or 40 hours in a workweek; systematically refusing to provide rest periods or to provide premium wages in lieu thereof; systematically refusing to provide meal periods or to provide premium wages in lieu thereof; systematically failing to provide accurate wage statements and systematically failing to pay of all wages owed upon separation from employment. These violations are a uniform policy applied to all non-exempt workers at WINESHIPPING.

Additional facts and allegations are set forth in Aggrieved Plaintiff's enclosed complaint. Liability under the PAGA may be based on a wide variety of Labor Code predicate provisions, including but not limited to sections 98.6, 98.7, 201, 203, 210, 216, 218, 218.6, 223, 225, 226, 226.2, 226.7, 510, 512, 2810.5, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1199, and 2802, Industrial Welfare Commission Wage Orders, sections 2699 et seq. and all of the provisions listed in Labor Code section 2699.5 (including the penalty provisions related to these predicate provisions), among others. Any violation of these or any other Labor Code provisions serve as the basis for a PAGA claim by an aggrieved employee on behalf of themselves and other current and former employees.

In particular, the policies described above, and the violations set forth below relate to all the non-exempt workers employed by WINESHIPPING in California:

1. WINESHIPPING failed to pay non-exempt employees all wages earned in violation of Cal. Labor Code §§ 201, 202, 221, 510, 1194 and 558, and the Wage Orders, by inaccurately keeping records of actual hours worked and wages earned, and by requiring, suffering or permitting employees to work without compensation, requiring employees to work for hours not reflected in records, and by failing to pay for all hours worked.
2. WINESHIPPING failed to provide non-exempt employees rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failure to pay premium rest period wages in lieu of rest period, including but not limited to unprovided rest periods, late rest periods, and non-net ten (10) minute rest periods because of time spent working during rest periods to manage heavy workload and understaffing, and being interrupted by supervisors during rest periods, when they are given, to assist with heavy workloads within the applicable time limits as instructed by Defendants, in violation of California state laws, wage orders, and public policy;
3. WINESHIPPING failed to provide non-exempt employees meal periods of at least thirty (30) minutes per five (5) hours worked and/or failed to provide a second meal period of no fewer than 30 minutes for all workdays on which non-exempt employees worked more than ten (10) hours and failure to pay premium rest period wages in lieu of rest period, including but not limited to unprovided rest periods, late rest periods, and non-net ten (10) minute rest periods because of time spent working during rest periods to manage heavy workload and understaffing, and being interrupted by supervisors during rest periods, when they are given, to assist with heavy workloads within the applicable time limits as instructed by Defendants, in violation of California state laws, wage orders, and public policy.
4. WINESHIPPING failed to provide accurate wage statements that reflect actual hours worked and amounts earned as employees' wage statements failed the wage statement failed to account for all hours worked and failed to provide premium wages for missed, short, or late rest and/or meal periods to Plaintiffs and aggrieved employees, in the wage statements in violation of Labor Code §§ 226, 1174, and applicable Wage Orders.
5. WINESHIPPING failed to pay all wages owed immediately or within 72 hours upon separation from employment in violation of Labor Code §§ 201, 202, 203, and 256 since it systematically failed to pay all wages earned and failed to pay all additional wages in lieu of providing all rest and meal periods.

The above provisions do not include all of the derivative penalties associated with the above provisions, which are listed throughout the Labor Code. If no action is taken within 65 days, we will assume that we may pursue this action under the theories described above against described entities above and their managers, agents, owners and other liable persons and entities (pursuant to §210, 558 and 1197.1 (and other provisions)).

Aggrieved Plaintiff Josefina Flores Diaz may be contacted through our office: Mallison & Martinez Attorneys at Law, 1939 Harrison Street, Suite 730, Oakland, California 94612.

Sincerely,

MALLISON & MARTINEZ

A handwritten signature in black ink, appearing to be 'H. Martinez', with a stylized flourish extending from the end.

Hector R. Martinez, Esq.

EXHIBIT 3

January 12, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Amanda Wentz v. Wineshipping.Com LLC dba Wineshipping Com LLC and Wineshipping, LLC; DTC Logistics Inc dba DTC Logistics*

To Whom It May Concern:

This office represents Amanda Wentz (“Claimant”) with respect to their claims under the California Labor Code against Wineshipping.com LLC dba Wineshipping Com LLC and Wineshipping, LLC (including all affiliates, subsidiaries, parents, directors, and officers) and DTC Logistics Inc dba DTC Logistics (including all affiliates, subsidiaries, parents, directors, and officers) (both collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Amanda Wentz from approximately January 2020 to December 2023 as a non-exempt, hourly-paid employee. Claimant worked as a Line Lead, Certified Forklift Driver, and Box Maker for Employers and was based out of Employers’ facility located at 700 Crocker Dr, Vacaville, CA 95688. Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, among other things: (1) checking on forklifts, attending meetings, gathering tools, and processing paperwork prior to clocking in; (2) storing forklifts, setting building alarms, making deliveries, performing assigned tasks, and closing down the building after clocking out; (3) working through meal periods by responding to requests, answering necessary work-related questions from co-workers and supervisors, filling up water tanks, fetching items, and building structures; (4) answering calls in between shifts from supervisors to discuss work matters, and (5) standing by and/or being on-call to receive short-notice work shift assignments while being under the control of Employers. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable

remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that

there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement

and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of

each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of

personal cell phones for necessary, work-related communications and the necessary purchase of pens and notebooks for work-related purposes.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all

Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Karen Gold

Karen Gold, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Wineshipping.com, LLC
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50 Technology CT
Napa, CA 94558

DTC Logistics Inc
Agent for Service
5913 Big Horn Place
Fontana, CA 92336

DTC Logistics Inc
Agent for Service: Ajit S Johal
8300 Utica Ave Ste # 283
Rancho Cucamonga, CA 91730

EXHIBIT 4

March 6, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

**RE: *Amanda Wentz v. Wineshipping.Com LLC dba Wineshipping Com LLC, et al.–
Amended PAGA Notice for LWDA Case No. LWDA-CM-1004707-24***

To Whom It May Concern:

This office represents Amanda Wentz (“Claimant”) with respect to their claims under the California Labor Code against Wineshipping.com LLC dba Wineshipping Com LLC and Wineshipping, LLC (including all affiliates, subsidiaries, parents, directors, and officers) and DTC Logistics Inc dba DTC Logistics (including all affiliates, subsidiaries, parents, directors, and officers) (both collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Amanda Wentz from approximately January 2020 to December 2023 as a non-exempt, hourly-paid employee. Claimant worked as a Line Lead, Certified Forklift Driver, and Box Maker for Employers and was based out of Employers’ facility located at 700 Crocker Dr, Vacaville, CA 95688. During Claimant’s employment with Employers, she worked both under and without an Alternative Workweek Schedule (“AWS”). Claimant initially worked under a traditional work schedule, and later switched to a 4/10 AWS consisting of a four (4) day schedule of ten (10) hour shifts paid without overtime – from approximately February 2022 through approximately December 2023.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the

facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order").

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Moreover, the applicable IWC Wage Order provides for Alternative Workweek Schedules. Under the applicable IWC Wage Order: "No employer shall be deemed to have violated the daily overtime provisions by instituting, pursuant to the election procedures set forth in this wage order, a regularly scheduled alternative workweek schedule of not more than ten (10) hours per day within a 40 hour workweek without the payment of an overtime rate of compensation." Under an AWS, the applicable IWC Wage Order provides: "All work performed in any workday beyond the schedule established by the agreement up to 12 hours a day or beyond 40 hours per week shall be paid at one and one-half (1½) times the employee's regular rate of pay. All work performed in excess of 12 hours per day and any work in excess of eight (8) hours on those days worked beyond the regularly scheduled number of workdays established by the alternative workweek agreement shall be paid at double the employee's regular rate of pay."

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock including, among other things: (1) checking on forklifts, attending meetings, gathering tools, and processing paperwork prior to clocking in; (2) storing forklifts, setting building alarms, making deliveries, performing assigned tasks, and closing down

the building after clocking out; (3) working through meal periods by responding to requests, answering necessary work-related questions from co-workers and supervisors, filling up water tanks, fetching items, and building structures; (4) answering calls in between shifts from supervisors to discuss work matters, and (5) standing by and/or being on-call to receive short-notice work shift assignments while being under the control of Employers. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but

were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than

those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other

Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones for necessary, work-related communications and the necessary purchase of pens and notebooks for work-related purposes.

Accordingly, Employers violated the applicable IWC Order **Error! Reference source not found.** and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and

Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

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Fax: (855) 786-6356

BLACKSTONE LAW

/s/ Karen Gold

Karen Gold, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Wineshipping.com, LLC
Agent for Service, Stacy Aleman
50 Technology CT
Napa, CA 94558

DTC Logistics Inc
Agent for Service: Ajit S Johal
8300 Utica Ave Ste # 283
Rancho Cucamonga, CA 91730

DTC Logistics Inc
Agent for Service
5913 Big Horn Place
Fontana, CA 92336

EXHIBIT 5

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.

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

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

11 k. “Effective Date” means the following: (i) if no Settlement Class Member
12 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if
13 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first
14 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
15 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final
16 resolution of the appeal (including any requests for rehearing and/or petitions for certiorari), resulting
17 in final judicial approval of the Settlement.

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

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

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

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

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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

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

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

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

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

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

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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.

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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.

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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.**

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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
Agreement.

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

27 54. Amendment or Modification. Prior to the filing of the motion for preliminary approval
28 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

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 the Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

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

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

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

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

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

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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
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Tel: (310) 622-4278 / Fax: (855) 786-6356

Stan S. Mallison
stanm@themmlawfirm.com
Hector R. Martinez
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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.

///

IT IS SO AGREED.

Dated: 8/17/2026

Plaintiff Josefina Diaz Flores

Dated: _____

Plaintiff Amanda Wentz

Dated: 14 Aug 2026

Asell

Dated: 14 Aug 2026

DEFENDANT DTC LOGISTICS LLC

DEFENDANT BIC LOGISTICS

Full Name: ANDREW TADWELL

Title: CHRO
On behalf of Defendant DTC Logistics LLC

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.

EXHIBIT 6



Outlook

Thank you for your Proposed Settlement Submission

Desde no-reply@formassembly.com <no-reply@formassembly.com>

Fecha Vie 04/09/2026 10:20

Para Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

09/04/2026 08:20:09 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 09/04/2026 08:20:09 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1004707-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>