

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, CA 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, TROY BO TAM and
on behalf of himself and all others similarly situated

DICKENSON PEATMAN & FOGARTY

Marissa E. Buck (SBN 293373)

mbuck@dpf-law.com

Jennifer E. Douglas (SBN 172770)

jdouglas@dpf-law.com

1500 First St., Suite 200

Napa, CA 94559

Tel: (707) 261-7000

Attorneys for Defendants, WINEDIRECT, INC.,
and CASSEY GARCIA, erroneously
sued as KACEY GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF NAPA

TROY BO TAM, an individual and on behalf
of all others similarly situated,

Plaintiff,

v.

WINEDIRECT, INC., a Delaware
corporation; KACEY GARCIA, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 24CV000025

[Assigned for all purposes to the Hon.
Cynthia P. Smith, in Dept. B]

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

ACTION FILED: January 5, 2024
TRIAL DATE: None set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 TROY BO TAM (“Plaintiff”), on behalf of himself and all others similarly situated and
4 aggrieved, on one hand; and Defendant WINEDIRECT, INC. (“Defendant”), on the other hand,
5 in the lawsuit entitled *Troy Bo Tam v. Winedirect, Inc., et al.*, filed in Napa County Superior
6 Court, Case No. 22CV000025 (the “Action”).¹ Plaintiff and Defendant shall be, at times,
7 collectively referred to as the “Parties”. This Agreement is intended by the Parties to fully, finally
8 and forever resolve the claims as set forth herein, based upon and subject to the terms and
9 conditions of this Agreement.

10 **1. DEFINITIONS**

11 **A.** “**Action**” means the class action, entitled *Troy Bo Tam v. Winedirect, Inc., et al.*,
12 filed in Napa County Superior Court, Case No. 22CV000025.²

13 **B.** “**Aggrieved Employees**” means a person employed by Defendant in California
14 and classified as a non-exempt, hourly-paid employee who worked for Defendant during the
15 PAGA Period.

16 **C.** “**Class,**” “**Settlement Class,**” “**Settlement Class Members**” or “**Class**
17 **Members**” means all persons currently or formerly employed by Defendant, either directly or
18 through any subsidiary, staffing agency or professional employer organization, as non-exempt,
19 hourly-paid employees, during the Class Period in the State of California.

20 **D.** “**Class Counsel**” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law
21 Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s
22 Counsel.”

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25 ¹ Plaintiff also named an individual employee as a defendant in the action, Cassey Garcia. Defendants
26 dispute the addition of Mr. Garcia as a party and Mr. Garcia is not personally liable for the settlement
27 amount in this Agreement. However, this Agreement is intended to and does resolve all claims in the
28 Operative Complaint as against all defendants including Mr. Garcia.

² Plaintiff also filed a representative PAGA action, entitled *Troy Bo Tam v. Cassey Garcia, et al.*, filed in
the Napa County Superior Court, Case No. 24CV000541, which will be dismissed without prejudice and
consolidated with the Action pursuant to Paragraph 5 of this Agreement.

1 **E. “Class Notice”** means and refers to the notice sent to Class Members after
2 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
3 Agreement.

4 **F. “Class Period”** means the period from January 5, 2020, through December 19,
5 2024, unless Defendant elects to roll back the Class Period pursuant to Paragraph 17 of this
6 Agreement.

7 **G. “Court”** means the Superior Court of the State of California for the County of
8 Napa.

9 **H. “Defendant”** means defendant WineDirect, Inc.

10 **I. “Defendant’s Counsel”** means Marissa E. Buck and Jennifer E. Douglas of
11 Dickenson, Peatman & Fogarty, P.C.

12 **J. “Employer Taxes”** means employer-funded taxes and contributions imposed on
13 the wage portions of the Individual Settlement Payments under the Federal Insurance
14 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
15 and contributions required of employers, such as for unemployment insurance.

16 **K. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
17 and Judgment granting final approval of this Settlement (“Final Approval”); (2) if there is an
18 objector, 60 days from the date of the Final Approval Order and Judgment; or (3) to the extent
19 any appeals have been filed, the date on which they have been resolved or exhausted.

20 **L. “General Release”** means the broader release of claims by Plaintiff, which is in
21 addition to Plaintiff’s limited release of claims as a Participating Class Member.

22 **M. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Nine
23 Hundred and Fifty Thousand Dollars and Zero Cents (\$950,000.00), as may be increased in
24 accordance with Paragraph 17 below, which shall be paid by Defendant, from which all payments
25 for the Individual Settlement Payments to Participating Class Members, the Court-approved
26 amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel,
27 Settlement Administration Costs, the Service Award, the PAGA Payment and the LWDA
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1 Payment shall be paid. It expressly excludes Employer Taxes, which shall be paid by Defendant
2 separate, apart and in addition to the Gross Settlement Amount.

3 **N. “Individual PAGA Payment”** means a payment made to an Aggrieved Employee
4 for his or her share of the PAGA Payment, which may be in addition to his or her Individual
5 Settlement Share if he or she is also a Participating Class Member.

6 **O. “Individual Settlement Payment”** means a payment to a Participating Class
7 Member of his or her net share of the Net Settlement Amount.

8 **P. “Individual Settlement Share”** means the gross amount of the Net Settlement
9 Amount that a Participating Class Member is projected to receive based on the number of
10 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
11 shall be reflected in his or her Class Notice.

12 **Q. “LWDA Payment”** means the payment to the State of California Labor and
13 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
14 amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross
15 Settlement Amount (“PAGA Penalties”). The Parties have agreed that Forty Thousand Dollars
16 and Zero Cents (\$40,000.00) shall be allocated toward PAGA Penalties, of which seventy-five
17 percent (75%), or Thirty Thousand Dollars and Zero Cents (\$30,000.00), will be paid to the
18 LWDA (*i.e.*, the LWDA Payment) and twenty-five percent (25%), or Ten Thousand Dollars and
19 Zero Cents (\$10,000.00), will be paid to Aggrieved Employees on a *pro rata* basis based on the
20 number of PAGA Pay Periods worked for Defendant as a non-exempt, hourly-paid employee in
21 California in the PAGA Period (*i.e.* the PAGA Payment).

22 **R. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
23 that is available for distribution to the Participating Class Members after deductions for the Court-
24 approved allocations for Settlement Administration Costs, the Service Award to Plaintiff, an
25 award of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the
26 LWDA Payment and the PAGA Payment.

27 **S. “Operative Complaint”** means the First Amended Complaint to be filed in the
28 Action.

1 **T. “PAGA Pay Period”** means any pay period during which an Aggrieved
2 Employee worked for Defendant for at least one day during the PAGA Period, based on dates of
3 employment (*i.e.* hire dates, re-hire dates (as applicable), and termination dates (as applicable))
4 and Defendant’s records regarding dates actually worked.

5 **U. “PAGA Payment”** is the 25% portion of the Forty Thousand Dollars and Zero
6 Cents (\$40,000.00) that is allocated toward PAGA Penalties (Ten Thousand Dollars and Zero
7 Cents (\$10,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on the
8 PAGA Pay Periods worked as non-exempt, hourly-paid employees in California in the PAGA
9 Period, which would be in addition to their Individual Settlement Payment if they are
10 Participating Class Members, as well.

11 **V. “PAGA Penalties”** means the total amount of PAGA civil penalties to be paid
12 from the Gross Settlement Amount (\$40,000.00), allocated 25% to the PAGA Payment to
13 Aggrieved Employees and 75% for the LWDA Payment, in settlement of the PAGA claims.

14 **W. “PAGA Period”** means the period from January 8, 2023, through the end of the
15 Class Period.

16 **X. “Participating Class Members”** means all Settlement Class Members who do
17 not submit a timely and valid Request for Exclusion.

18 **Y. “Participating Individual Settlement Share”** means the gross amount of the Net
19 Settlement Amount that a Participating Class Member is eligible to receive based on the number
20 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
21 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
22 may be entitled if he or she is also an Aggrieved Employee.

23 **Z. “Plaintiff,” “Named Plaintiff” or “Class Representative”** shall refer to Plaintiff
24 Troy Bo Tam.

25 **AA. “Preliminary Approval Date”** means the date on which the Court enters an
26 Order granting preliminary approval of the Settlement.

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1 **BB. “Released Parties”** shall mean Defendant and its former and present directors,
2 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
3 subsidiaries, and affiliates, and Cassey Garcia.

4 **CC. “Response Deadline”** means the deadline for Settlement Class Members to mail
5 any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator,
6 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
7 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
8 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing
9 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
10 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
11 shall be the exclusive means for determining whether a Request for Exclusion, Objection or
12 Workweek Dispute was submitted by the Response Deadline.

13 **DD. “Request for Exclusion”** means a written request to be excluded from the
14 Settlement Class pursuant to Paragraph 9(C) below.

15 **EE. “Service Award”** means the monetary amount to be paid to Plaintiff of up to Ten
16 Thousand Dollars and Zero Cents (\$10,000.00) in exchange for the services Plaintiff performed
17 on behalf of Class Members, as well as Plaintiff’s waiver of California Civil Code Section 1542,
18 which, subject to Court approval, will be paid out of the Gross Settlement Amount.

19 **FF. “Settlement Administration Costs”** means all costs incurred by the Settlement
20 Administrator in administration of the Settlement, including, but not limited to, translating the
21 Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and
22 Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual
23 PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and
24 withholdings, providing declarations, generating Individual Settlement Payment checks and
25 related tax reporting forms, doing administrative work related to unclaimed checks, transmitting
26 payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement
27 of litigation costs and expenses, to Plaintiff for the Service Award, and to the LWDA for the
28 LWDA Payment, providing weekly reports of opt-outs, objections and related information, and

any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed \$10,000.00. If the actual amount of the Settlement Administration Costs is less than \$10,000.00, the difference between \$10,000.00 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$10,000.00 then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

GG. “Settlement Administrator” means the Third-Party Administrator mutually agreed upon by the Parties that will be responsible for the administration of the Settlement including, without limitation, notifying Defendant where to deposit the Gross Settlement Amount, translating the Class Notice in Spanish, calculating the various payments to be made out of the Gross Settlement Amount, calculating and notifying Defendant the amount of Employer Taxes to pay pursuant to the taxable payments made under the Agreement, distribution of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

HH. “Workweeks” means any week during the Class Period in which any Class Member performed any work for Defendant on at least one day, based on hire dates, termination dates (as applicable), re-hire date(s) (as applicable), and Defendants’ records regarding dates actually worked.

2. BACKGROUND

A. On January 5, 2024, Plaintiff filed this putative wage-and-hour class action in the Superior Court of California, for the County of Napa, Case Number 24CV000025, alleging that, during the Class Period, Defendant, as it pertains to Class Members: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) waiting time penalties (6) failed to provide accurate wage statements; (7) failed to timely pay wages during employment; (8) failed to indemnify; (9) failure to pay interest on deposits; (10) violation of Labor Code § 227.3; (11) unfair competition; (the “Class Action”).

1 **B.** On January 8, 2024, Plaintiff filed with the LWDA and served on Defendant a
2 notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the
3 LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code
4 violations (“PAGA Notice”).

5 **C.** On April 5, 2024, after sixty-five (65) days had passed since Plaintiff filed and
6 served the PAGA Notice, without any action by the LWDA with respect to the alleged Labor
7 Code violations, Plaintiff filed a separate representative action in the Superior Court of
8 California, for the County of Napa, Case Number 24CV000541, seeking PAGA civil penalties
9 against Defendant for Labor Code violations alleged in the PAGA Notice (the “PAGA Action”).

10 **D.** Thereafter, the Parties agreed to exchange informal discovery and attend an early
11 mediation, in which Plaintiff was provided with, among other things: (1) the number of Class
12 Members who worked for Defendant; (2) all time and payroll records for the estimated 461 Class
13 Members; (3) Defendant’s policies and employment handbooks.

14 **E.** On September 19, 2024, the Parties participated in a full-day mediation before
15 Monique Ngo-Bonnici, Esquire. The Mediation was successful, and the Parties agreed to execute
16 a settlement agreement to embody the mediator’s proposal that was agreed upon in the mediation.
17 With the aid of the mediator’s evaluation, the Parties reached the Settlement to resolve the
18 Action. As part of the Agreement, the Parties agree to stipulating to Plaintiff filing a First
19 Amended Complaint in the Class Action, and dismissing the PAGA Action without prejudice,
20 thereby effectively consolidating the Class Action and PAGA Action, as further set out below
21 (hereinafter, the “Action”).

22 **F.** Class Counsel has conducted significant investigation of the law and facts relating
23 to the claims asserted in the Class Action, in the PAGA Action and in the PAGA Notice, and
24 have concluded that the Settlement set forth herein is fair, reasonable, adequate and in the best
25 interests of the Settlement Class, taking into account the sharply contested issues involved, the
26 expense and time necessary to litigate the Action through trial and any appeals, the risks and
27 costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of
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1 complex litigation, the information learned through informal discovery regarding Plaintiff's
2 allegations, and the substantial benefits to be received by Settlement Class Members.

3 **G.** Defendant has concluded that, because of the substantial expense of defending
4 against the Action, the length of time necessary to resolve the issues presented herein, the
5 inconvenience involved and the concomitant disruption to its business operations, it is in its best
6 interest to accept the terms of this Agreement. Defendant denies each of the allegations and
7 claims asserted against it in the Action and in the PAGA Notice. However, Defendant
8 nevertheless desires to settle the Action for the purpose of avoiding the burden, expense and
9 uncertainty of continuing litigation, and for the purpose of putting to rest the controversies
10 engendered by the Action.

11 **H.** This Agreement is intended to and does effectuate the full, final and complete
12 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
13 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
14 and Aggrieved Employees.

15 **3. JURISDICTION**

16 The Court has jurisdiction over the Parties and the subject matter of the Action. The
17 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
18 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
19 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
20 pursuant to California Rules of Court, rule 3.769, subdivision (h).

21 **4. STIPULATION OF CLASS CERTIFICATION**

22 The Parties stipulate to the certification of the Settlement Class under this Agreement for
23 purposes of settlement only.

24 **5. AMENDMENT OF PLEADING AND MOTIONS FOR APPROVAL**
25 **OF SETTLEMENT**

26 The Parties hereby stipulate to the filing of a First Amended Complaint in the Class
27 Action that includes all of the allegations in the PAGA Action. Upon the filing of the First
28 Amended Complaint in the Class Action, Plaintiff shall file a request for dismissal of the PAGA

1 Action, without prejudice, thereby effectively consolidating the PAGA Action within the Class
2 Action. Should the Court decline to grant approval of this Agreement for any reason, Defendant
3 shall be estopped from making any argument that there is any adverse effect of the statute of
4 limitations cause by Plaintiff's dismissal of the PAGA Action without prejudice to effectuate this
5 Settlement. The Parties further agree that Defendant is not obligated to file a response to the First
6 Amended Complaint unless ordered to by the Court.

7 After full execution of this Agreement, Plaintiff will move for an order granting
8 preliminary approval of the Settlement, approving and directing the mailing of the proposed
9 Notice of Class Action Settlement ("Class Notice") attached hereto as **Exhibit "A"**, conditionally
10 certifying the Settlement Class for settlement purposes only, and approving the deadlines
11 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes and
12 Objections. If and when the Court preliminarily approves the Settlement, and after administration
13 of the Class Notice in a manner consistent with the Court's Preliminary Approval Order, Plaintiff
14 will move for an order finally approving the Settlement and seek entry of a Judgment in line with
15 this Settlement. The Parties may both respond to any Objections lodged to final approval of the
16 Settlement up to five (5) court days before the Final Approval Hearing.

17 **6. STATEMENT OF NO ADMISSION**

18 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff
19 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
20 PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims or
21 allegations asserted in the Action or in the PAGA Notice. Except as set forth elsewhere herein,
22 in the event that this Agreement is not approved by the Court or any appellate court, is terminated,
23 or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or
24 affected in any way any claims, rights or remedies, or defenses in the Action or in the PAGA
25 Notice, and Defendant will not be deemed to have waived, limited or affected in any way any of
26 their objections or defenses in the Action and in the PAGA Notice. The Parties shall be restored
27 to their respective positions in the Action prior to the entry of this Settlement.

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1 **7. RELEASE OF CLAIMS**

2 **A. Class Released Claims**

3 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
4 of Judgment and payment by Defendant to the Settlement Administrator of the full Gross
5 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and
6 all Participating Class Members release all claims against the Released Parties asserted in the
7 Operative Complaint filed in the Action, or any and all claims that may be asserted against the
8 Released Parties based on the factual allegations in the Operative Complaint filed in the Action,
9 as follows: For the duration of the Class Period, the release includes, for Participating Class
10 Members: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay
11 minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu
12 thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all
13 claims for failure to pay all wages due upon termination; (6) all claims for failure to provide
14 accurate wage statements; (7) all claims for failure to timely pay wages during employment; (8)
15 all claims for failure to indemnify business expenses; (9) all claims for failure to pay interest on
16 deposits; (10) all claims for failure to provide compensation for unused vacation time; and (11)
17 all claims asserted through California Business & Professions Code section 17200, *et seq.* arising
18 out of the Labor Code violations referenced in the Operative Complaint (the "Class Released
19 Claims").

20 **B. PAGA Released Claims**

21 For Aggrieved Employees and, to the extent permitted by law, the State of California, the
22 release includes for the duration of the PAGA Period, all claims for civil penalties asserted in the
23 PAGA Notice, and thereafter alleged in the Operative Complaint filed in the Action, or that could
24 reasonably have been asserted based on the facts alleged in the PAGA Notice and thereafter in
25 the Operative Complaint filed in the Action, including civil penalties pursuant to Labor Code
26 sections 210, 226.3, 558, 1174.5, 1197.1 and 2699, in connection with alleged violations of Labor
27 Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246,
28 *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699,

1 2802, and 2810.5, among others (the “PAGA Released Claims”). The Class Released Claims and
2 PAGA Released Claims shall be referred to herein as the “Released Claims.”

3 **C. Claims Not Released**

4 The releases above expressly exclude all other claims, including claims for vested
5 benefits, wrongful termination, unemployment insurance, disability, social security, workers’
6 compensation, and any other claims outside of the Class Released Claims of Participating Class
7 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
8 Employees (and, to the extent permitted by law, the State of California) arising outside of the
9 PAGA Period.

10 **D. General Release by Plaintiff.**

11 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
12 of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross
13 Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in addition to
14 the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases
15 the Released Parties from all claims, demands, rights, liabilities and causes of action of every
16 nature and description whatsoever, known or unknown, asserted or that might have been asserted,
17 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation
18 arising out of, relating to, or in connection with any act or omission of the Released Parties
19 through the date of full execution of this Agreement in connection with Plaintiff’s employment
20 with Defendant or termination thereof, except for any and all other claims that may not be
21 released as a matter of law through this Agreement, including, but not limited to, workers’
22 compensation claims.

23 To the extent of the General Release provided herein, Plaintiff stipulates and agrees that,
24 upon entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment
25 by Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and
26 Employers’ Taxes necessary to effectuate the Settlement, they shall have expressly waived and
27 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section
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1 1542 of the California Civil Code, or any other similar provision under federal or state law, which
2 provides:

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

8 **8. SETTLEMENT ADMINISTRATOR**

9 **A.** Plaintiff and Defendant, through their respective counsel, have selected Phoenix
10 Class Action Administration Solutions (“Phoenix”) to administer the Settlement, which includes,
11 but is not limited to, translating the Class Notice to Spanish, distributing and responding to
12 inquiries about the Class Notice, and calculating all amounts to be paid from the Gross Settlement
13 Amount and the amount of Employer Taxes that Defendant shall be responsible for paying
14 pursuant to the taxable payments made from the Gross Settlement Amount. Charges and
15 expenses of the Settlement Administrator, currently estimated to be \$10,000.00, will be paid from
16 the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less
17 than \$10,000.00, the difference between \$10,000.00 and the actual Settlement Administration
18 Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
19 \$10,000.00, then such excess will be paid solely from the Gross Settlement Amount and
20 Defendant will not be responsible for paying any additional funds in order to pay these additional
21 costs.

22 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION**
23 **PROCESS**

24 **A. Notice to the Settlement Class Members**

25 (1) Within fifteen (15) calendar days after the Preliminary Approval Date,
26 Defendant’s Counsel shall provide the Settlement Administrator with information with respect
27 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
28 currently in Defendant’s possession, custody or control; (3) last known telephone number(s)
currently in Defendant’s possession, custody or control; (4) last known Social Security
Number(s) in Defendant’s possession, custody or control; (5) the dates of employment (*i.e.*, hire

1 dates and, if applicable, re-hire date(s) and/or separation date(s)); and (6) Defendant's records
2 regarding dates actually worked for each Settlement Class Member ("Class List"). The
3 Settlement Administrator shall perform an address search using the United States Postal Service
4 National Change of Address ("NCOA") database and update the addresses contained on the Class
5 List with the newly found addresses, if any. Within twenty-one (21) calendar days or soon
6 thereafter of receiving the Class List from Defendant, the Settlement Administrator shall mail
7 the Class Notice in English and Spanish to the Settlement Class Members via first-class regular
8 U.S. Mail using the most current mailing address information available. The Settlement
9 Administrator shall maintain the Class List and digital copies of all the Settlement
10 Administrator's records evidencing the giving of notice to any Settlement Class Member for at
11 least four (4) years from the Final Approval Date.

12 (2) The Class Notice will set forth:

- 13 (a) the Settlement Class Member's estimated Individual
14 Settlement Payment and Individual PAGA Payment,
15 and the basis for each;
- 16 (b) the information required by California Rule of Court,
17 rule 3.766, subdivision (d);
- 18 (c) the material terms of the Settlement;
- 19 (d) the proposed Settlement Administration Costs;
- 20 (e) the definition of the Settlement Class;
- 21 (f) a statement that the Court has preliminarily approved
22 the Settlement;
- 23 (g) how the Settlement Class Member can obtain
24 additional information, including contact information
25 for Class Counsel;
- 26 (h) information regarding opt-out and objection
27 procedures;
28

- 1 (i) the date and location of the Final Approval Hearing;
2 and
3 (j) that the Settlement Class Member must notify the
4 Settlement Administrator no later than the Response
5 Deadline if the Settlement Class Member disputes the
6 accuracy of the number of Workweeks as set forth on
7 his or her Class Notice (“Workweek Dispute”). If a
8 Settlement Class Member fails to timely dispute the
9 number of Workweeks attributed to him or her in
10 conformity with the instructions in the Class Notice,
11 then he or she shall be deemed to have waived any
12 objection to its accuracy and any claim to any
13 additional settlement payment based on different data.

14 (3) If a Class Notice from the initial notice mailing is returned as
15 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
16 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
17 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
18 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
19 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
20 Member within three (3) business days. Further, any Class Notices that are returned to the
21 Settlement Administrator with a forwarding address before the Response Deadline shall be
22 promptly re-mailed to the forwarding address affixed thereto.

23 (4) No later than seven (7) calendar days from the Response Deadline, the
24 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
25 completion of the notice process, including the number of attempts to obtain valid mailing
26 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
27 and copies of all Requests for Exclusion and Objections received by the Settlement
28 Administrator.

1 **B. Objections.**

2 Only Participating Class Members may object to the Settlement. In order for any
3 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
4 do so by mailing a written objection to the Settlement Administrator at the address or phone
5 number provided on the Class Notice no later than the Response Deadline. The Settlement
6 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's
7 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
8 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection
9 should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four
10 digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of
11 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
12 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
13 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
14 will remain a member of the Settlement Class and if the Court approves this Agreement, the
15 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
16 the same extent as a Settlement Class Member who does not object. The date of mailing of the
17 Class Notice to the objecting Settlement Class Member shall be conclusively determined
18 according to the records of the Settlement Administrator. Settlement Class Members need not
19 object in writing to be heard at the Final Approval Hearing; they may object or comment in
20 person at the hearing at their own expense. Class Counsel and Defendant's Counsel may respond
21 to any objection lodged with the Court up to five (5) court days before the Final Approval
22 Hearing.

23 **C. Requesting Exclusion**

24 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
25 Settlement by mailing a written request to be excluded from the Settlement ("Request for
26 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
27 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last
28 four (4) digits of the Class Member's Social Security Number; (3) the Class Member's signature;

1 and (4) the following statement: “Please exclude me from the Settlement Class in the *Troy Bo*
2 *Tam v. Winedirect, Inc., et al.* matter” or any statement of standing for the proposition that the
3 Class Member does not wish to participate in the Settlement. The Settlement Administrator shall
4 immediately provide copies of all Requests for Exclusion to Class Counsel and Defendant’s
5 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its
6 declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
7 Member who requests exclusion using this procedure will not be entitled to receive any payment
8 from the Settlement and will not be bound by the Settlement Agreement or have any right to
9 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
10 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
11 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
12 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
13 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
14 Settlement Class Member submits an Objection and a Request for Exclusion, the Request for
15 Exclusion will control, and the Objection will be overruled. Settlement Class Members who
16 worked during the PAGA Period as Aggrieved Employees that submit a valid Request for
17 Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA
18 Payments, and will be bound by the release of the PAGA Released Claims.

19 **D. Disputes Regarding Settlement Class Members’ Workweek Data.**

20 Each Settlement Class Member may dispute the number of Workweeks and/or PAGA
21 Pay Periods attributed to him or her on his or her Class Notice (“Workweek Dispute”). Any such
22 disputes must be mailed to the Settlement Administrator by the Settlement Class Member,
23 postmarked on or before the Response Deadline. The Settlement Administrator shall immediately
24 provide copies of all disputes to Class Counsel Defendant’s Counsel and shall immediately
25 attempt to resolve all such disputes directly with relevant Settlement Class Member(s) with the
26 assistance of Defendant’s Counsel and Class Counsel. If the dispute cannot be resolved in this
27 manner, the Court shall adjudicate the dispute.

28 ///

1 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
2 **PAGA PAYMENTS**

3 Individual Settlement Payments will be calculated and distributed to Participating Class
4 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
5 Members' respective number of Workweeks worked during the Class Period. Individual PAGA
6 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
7 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
8 number of PAGA Pay Periods worked during the PAGA Period. Specific calculations of the
9 Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be
10 made as follows:

11 **A.** The Settlement Administrator will determine the total number of Workweeks
12 worked by each Settlement Class Member during the Class Period ("Class Member's
13 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
14 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
15 Administrator will determine the total number of PAGA Pay Periods worked by each
16 Aggrieved Employee during the PAGA Period ("Aggrieved Employee's PAGA Pay Periods"),
17 as well as the aggregate number of PAGA Pay Periods worked by all Aggrieved Employees
18 during the PAGA Period ("PAGA Pay Periods"). In the event the number of Workweeks
19 worked during the Class Period is 10% more than 20,805 Workweeks (i.e. more than 22,885
20 Workweeks), then the Settlement Administrator shall contact Defendant's Counsel to
21 determine Defendant's election pursuant to Paragraph 17, below, prior to sending out the Class
22 Notice.

23 **B.** To determine each Settlement Class Member's Individual Settlement Share, the
24 Settlement Administrator will use the following formula: Individual Settlement Share =
25 (Settlement Class Member's Workweeks worked ÷ Class Workweeks) × Net Settlement
26 Amount.

27 ///

28 ///

1 C. To determine each Participating Class Member's Participating Individual
2 Settlement Share, the Settlement Administrator will determine the aggregate number of
3 Workweeks worked by all Participating Class Members during the Class Period ("Participating
4 Class Workweeks") and use the following formula: Individual Settlement Share =
5 (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement
6 Amount.

7 D. The net amount of the Participating Individual Settlement Share is to be paid out
8 to Participating Class Members by way of check and is referred to as "Individual Settlement
9 Payment(s)".

10 E. To determine each Aggrieved Employee's Individual PAGA Payment, the
11 Settlement Administrator will use the following formula: Aggrieved Employee's Individual
12 PAGA Payment = (Aggrieved Employee's PAGA Pay Periods ÷ PAGA Pay Periods) x
13 \$10,000.00 (the PAGA Payment).

14 F. Individual Settlement Payments and Individual PAGA Payments shall be paid
15 to Participating Class Members and/or Aggrieved Employees by way of check. When a
16 Participating Class Member is also an Aggrieved Employee, one check may be issued that
17 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

18 11. DISTRIBUTION OF PAYMENTS

19 A. **Distribution of Individual Settlement Payments**

20 Participating Class Members will receive an Individual Settlement Payment and
21 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
22 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
23 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
24 calendar days after expiration of the 180-day period, checks for such payments shall be
25 canceled and funds associated with such checks shall be transmitted to the California
26 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no
27 "unpaid residue" subject to the requirements of California Code of Civil Procedure Section
28 384, subd (b).

1 **B. Funding of Settlement**

2 Defendant shall, within fourteen (14) calendar days of the Final Approval Date, make
3 payment of the Gross Settlement Amount (as the same may be increased pursuant to Paragraph
4 17 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant the
5 Settlement Administrator's instructions and Internal Revenue Code section 1.468B-1. The
6 Settlement Administrator shall ensure that the deposit is in an interest-bearing qualified
7 settlement account ("QSA") with an FDIC insured banking institution, for distribution in
8 accordance with this Agreement and the Court's Orders and subject to the conditions described
9 herein.

10 **C. Time for Distribution**

11 Within seven (7) calendar days after payment of the full Gross Settlement Amount and
12 Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator
13 shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff for his General
14 Release of Claims, as specified in this Agreement and approved by the Court; (2) the Attorneys'
15 Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and approved
16 by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and
17 approved the Court; (4) the LWDA Payment, as specified in this Agreement and approved by the
18 Court; (5) Individual PAGA Payments, as specified in this Agreement and approved by the Court;
19 and (6) Individual Settlements Payments to Participating Class Members, less applicable taxes
20 and withholdings, as specified in this Agreement and approved by the Court. All interest accrued
21 on the QSA shall be for the benefit of the Class Members and distributed on a *pro rata* basis to
22 Participating Class Members based on the number of Workweeks worked by them in the Class
23 Period.

24 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

25 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys'
26 fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
27 17 of this Agreement, amounts to Three Hundred and Thirty-Two Thousand Five Hundred
28 Dollars and Zero Cents (\$332,500.00). Class Counsel shall further apply for, and Defendant shall

1 not oppose, an application or motion by Class Counsel for reimbursement of actual costs
2 associated with Class Counsel's prosecution of this matter as set forth by declaration testimony
3 in an amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of
4 attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future
5 attorneys' fees and costs necessary to prosecute, settle and obtain Final Approval of the
6 settlement in Action. The "future" aspect of the amounts stated herein includes, without
7 limitation, all time and expenses expended by Class Counsel (including any appeals therein).
8 There will be no additional charge of any kind to either the Settlement Class Members or request
9 for additional consideration from Defendants for such work, except in the case of a breach of this
10 Agreement in which case the provisions of Paragraph 19(G) will apply. Should the Court approve
11 attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts
12 provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

13 **13. SERVICE AWARD TO PLAINTIFF AND CONSIDERATION FOR**
14 **GENERAL RELEASE OF CLAIMS**

15 Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an
16 amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, for
17 participation in and assistance with the Action and as consideration for Plaintiff's General
18 Release of Claims. Any Service Award and additional consideration awarded and/or paid to
19 Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form
20 1099. If the Court approves the Service Award and/or additional consideration to Plaintiff in less
21 than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net
22 Settlement Amount.

23 **14. TAXATION AND ALLOCATION**

24 a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to
25 be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS
26 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
27 agree that the employees' share of taxes and withholdings with respect to the wage portion of the
28 Individual Settlement Share will be withheld from the Individual Settlement Share in order to

yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes.

c. All Employer Taxes shall be paid by Defendant separate, apart, and in addition to the Gross Settlement Amount. The Settlement Administrator shall be responsible for calculating all Employer Taxes and notifying Defendant as to the amount that is to be paid by Defendant. Defendant shall remain liable to pay the employer’s share of payroll taxes as described above.

d. Neither Counsel for Plaintiff nor Defendant intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION

The Parties agree to allocate Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA (\$30,000.00) will be paid to the LWDA and twenty-five percent (25%) (\$10,000.00) will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective PAGA Pay Periods worked as Aggrieved Employees during the PAGA Period.

16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it

1 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
2 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
3 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
4 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
5 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
6 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
7 the Settlement Agreement being voided or not approved, and which control in such an event.

8 **17. INCREASE IN WORKWEEKS**

9 Defendant represents that there are approximately 20,805 Workweeks worked by Class
10 Members from January 5, 2020, through September 19, 2024. In the event the number of
11 Workweeks worked during the Class Period increases by more than 10%, or more than 2,080
12 Workweeks worked, then Defendant shall have the option, at its sole discretion, of either: (a)
13 increasing the Gross Settlement Amount proportionally by the Workweeks worked in the Class
14 Period in excess of 22,885 Workweeks ($20,805 + 2,080$), multiplied by the Workweek Value, as
15 defined below, or (b) electing to shorten the Class Period to the date on which 22,886 Workweeks
16 have been worked by Class Members. If Defendants select option (a), the Workweek Value shall
17 be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$950,000.00) by
18 20,805 Workweeks. The Parties agree that the Workweek Value amounts to, and the settlement
19 amounts to, \$45.66 per Workweek ($\$950,000 / 20,805$ Workweeks). Thus, for example, should
20 there be 23,000 Workweeks worked by Class Members in the Class Period, then the Gross
21 Settlement Amount would be increased by \$5,250.90 ($((23,000 \text{ Workweeks} - 22,885 \text{ Workweeks})$
22 $\times \$45.66 \text{ per Workweek})$).

23 In the event the number of Workweeks worked during the Class Period exceeds 22,885
24 Workweeks, the Settlement Administrator shall contact Defendant's Counsel prior to sending out
25 the Class Notice to determine whether Defendant elects to increase the Gross Settlement Amount
26 or shorten the Class Period pursuant to this Paragraph 17. Defendant's option to shorten the Class
27 Period pursuant to this Paragraph 17 expires upon the Settlement Administrator's mailing of the
28 Class Notice.

1 **18. NOTICE OF JUDGMENT**

2 In addition to any duties set out herein, the Settlement Administrator shall provide
3 notice of the Final Judgment entered in the Action by posting the same on its website for a
4 period of no less than four (4) years.

5 **19. MISCELLANEOUS PROVISIONS**

6 **A. Interpretation of the Agreement.**

7 This Agreement constitutes the entire agreement between the Parties with respect to its
8 subject matter. Except as expressly provided herein, this Agreement has not been executed in
9 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
10 written representations or terms shall modify, vary or contradict its terms. In entering into this
11 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
12 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
13 enforced under the laws of the State of California, both in its procedural and substantive aspects,
14 without regard to its conflict of law provisions. Any claim arising out of or relating to the
15 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
16 Court of the State of California for the County of Napa, and Plaintiff and Defendant hereby
17 consent to the personal jurisdiction of the Court in the Action over it solely in connection
18 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
19 and each of them, participated in the negotiation and drafting of this Agreement and had available
20 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor
21 Defendant may claim that any ambiguity in this Agreement should be construed against the other.
22 The Agreement may be modified only by a writing signed by counsel for the Parties and approved
23 by the Court.

24 **B. Further Cooperation.**

25 The Parties and their respective attorneys shall proceed diligently to prepare and execute
26 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
27 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
28 will not take any action inconsistent with this Agreement, including, without limitation,

1 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
2 Party has taken actions inconsistent with the Settlement, including, without limitation,
3 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
4 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
5 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
6 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
7 opt-outs and/or objections.

8 **C. Counterparts.**

9 The Agreement may be executed in one or more actual or non-original counterparts, all
10 of which will be considered one and the same instrument and all of which will be considered
11 duplicate originals.

12 **D. Authority.**

13 Each individual signing below warrants that he or she has the authority to execute this
14 Agreement on behalf of the Party for whom or which that individual signs.

15 **E. No Third-Party Beneficiaries.**

16 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
17 Class Counsel, Defendant and Cassey Garcia are direct beneficiaries of this Agreement, but there
18 are no third-party beneficiaries.

19 **F. Deadlines Falling on Weekends or Holidays.**

20 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
21 or legal holiday, that deadline shall be continued forward until the following business day.

22 **G. Jurisdiction of the Court**

23 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
24 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of
25 this Settlement Agreement and all orders and judgments entered in connection therewith, and the
26 Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
27 interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement
28 and all orders and judgments entered in connection therewith. In the event either Party breaches

1 this Agreement, the other Party shall be entitled to recover its reasonable attorney's fees and costs
2 incurred in enforcing the Agreement.

3 **H. Severability**

4 In the event that one or more of the provisions contained in this Agreement shall for any
5 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
6 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
7 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
8 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

9
10 **IT IS SO AGREED:**

11
12 Dated: 18/01/2025, 2025

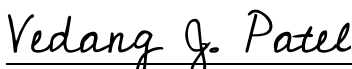

Troy Tam (Jan 18, 2025 22:33 PST)
TROY BO TAM
Plaintiff and Class Representative

13
14
15 Dated: _____, 2025

WINEDIRECT, INC.
Defendant
By: Joseph Waechter
Its: President and CEO

16
17
18 **AGREED AS TO FORM:**

19
20 Dated: January 18, 2025



DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff TROY BO TAM

21
22
23 Dated: _____, 2025

MARISSA E. BUCK
**Counsel for Defendants WINEDIRECT,
INC., and CASSEY GARCIA**

this Agreement, the other Party shall be entitled to recover its reasonable attorney's fees and costs incurred in enforcing the Agreement.

H. Severability

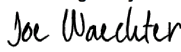
In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: _____, 2025

TROY BO TAM
Plaintiff and Class Representative

Dated: 1/15/2025, 2025

DocuSigned by:

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WINEDIRECT, INC.
Defendant
By: Joseph Waechter
Its: President and CEO

AGREED AS TO FORM:

Dated: _____, 2025

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff TROY BO TAM

Dated: January 16, 2025



MARISSA E. BUCK
Counsel for Defendants WINEDIRECT, INC., and CASSEY GARCIA