STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS

This Stipulation of Class and Representative Action Settlement and Release of Claims is entered into by and between Plaintiff CHRISTINA CANSLER, individually and on behalf of the Class Members and Aggrieved Employees, and Defendant SILVER OAK WINE CELLARS, LLC subject to the terms and conditions set forth herein and subject to the approval of the Court.

I. DEFINITIONS

1. "Action" refers to the putative class action filed on February 29, 2024, in the Superior Court of California, County of Sonoma, including the First Amended Class Action Complaint filed on or about May 6, 2024 captioned as *Christina Cansler v. Silver Oak Wine Cellars LLC, et al.*, Case No. 24CV01488.

2. "Agreement," "Settlement," or "Settlement Agreement" means this Stipulation of Class and Representative Action Settlement and Release of Claims.

3. "Aggrieved Employees" means all individuals who worked for Defendant in California as non-exempt employees during the PAGA Period, regardless of whether the individual submitted a Request for Exclusion or otherwise opted out of the Settlement Class.

4. "Class" or "Class Members" means all current and former non-exempt employees of Defendant who worked in the State of California at any time during the Class Period.

5. "Class Counsel" means Roman Shkodnik, and Amanda Fazio of D.Law, Inc.

6. "Class Counsel Award" means the attorneys' fees and costs incurred by Class Counsel in connection with this Action, subject to Court approval and paid from the Gross Settlement Amount.

7. "Class Data" means the information Defendant will compile in good faith from their payroll and personnel records and provide to the Settlement Administrator in a format acceptable to the Administrator. Class Data shall include: (1) employee identification number; (2) full name; (3) last known address; (4) Social Security number; (5) number of Workweeks during the Class Period; and (6) number of qualifying pay periods worked during the PAGA Period.

8. "Class Period" or "Settlement Period" means the period from February 29, 2020, through September 22, 2025, unless such period is shorted by operation of Paragraph 49 (*Escalator Provision*) below.

9. "Class Released Claims" means any and all claims for wages, statutory and civil penalties (excluding PAGA penalties), damages, liquidated damages, premiums, restitution, interest, injunctive and declaratory relief, and attorneys' fees and costs, that were alleged in the Action and/or claims which reasonably relate to or which reasonably arise out of the same set of operative facts pled therein during the Class Period, including but not limited to: (1) failure to pay minimum wages in violation of California Labor Code §§ 1185, 1194, 1194.2, 1197, and the applicable IWC Wage Order; (2) failure to pay wages and overtime under Labor Code §§ 204, 510, 1194, and the applicable IWC Wage Order; (3) meal-period liability under Labor Code §§ 226.7,

512, and the applicable IWC Wage Order; (4) failure to pay vacation wages under Labor Code § 227.3; (5) failure to provide paid sick time under Labor Code §§ 245 *et seq*. and 246; (6) failure to reimburse for necessary expenditures under Labor Code § 2802; (7) failure to comply with Labor Code § 2751; (8) failure to provide accurate, itemized wage statements in violation of Labor Code §§ 226 and 226.3; (9) failure to keep required payroll records under Labor Code §§ 1174 and 1174.5; (10) failure to pay all wages due at the end of employment under Labor Code § 203; (11) violation of Business & Professions Code § 17200 et seq.; based on the Labor Code sections alleged, and with respect to the statutory penalties claimed in the Action and any source of obligation as a basis for claiming such penalties during the Class Period (the "Released Claims") against the Released Parties in their representative and individual capacities whether under Lab. Code §§ 558, 558.1 or otherwise. The release shall be given full *res judicata* and *collateral estoppel* effect upon entry of judgment in this Action so as to bar any other individual or entity from filing or pursing the Class Released Claims against the Released Parties in any forum.

10. "Class Representative" means Plaintiff Christina Cansler in her capacity as the representative of the Class Members.

11. "Class Representative Premium" means the amount approved by the Court to be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition of her services and in exchange for executing a general release of claims.

12. "Counsel for Defendant" or "Defense Counsel" means Angela J. Rafoth, Sandra J. McMullan, and Na Rae Kim of Littler Mendelson, P.C.

13. "Court" means the Superior Court of California, County of Sonoma.

14. "Compensable Workweeks" means the total number of workweeks during which a Class Member or an aggrieved employee worked for Defendant during the relevant time period, according to Defendant's records.

15. "Defendant" means Silver Oak Wine Cellars, LLC.

16. "Effective Date" means Court day following the date the Court's final approval and entry of judgment becomes final and no longer subject to appeal, or, if an appeal is filed, the date the appeal is fully resolved and the judgment is final.

17. "Final Approval" means the Court's order granting final approval of the Settlement.

18. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval Settlement.

19. "Final Judgement" means the Judgement Entered by the Court upon Granting Final Approval of the Settlement.

20. "Gross Settlement Amount" or "GSA" means the maximum total settlement payment of Seven Hundred Sixteen Thousand Dollars and Zero Cents ($716,000.00), unless the amount is increased by operation of Paragraph 49 (*Escalator Provision*) below. The GSA includes

Individual Settlement Payments, Class Representative Premiums, the Class Counsel Award, the PAGA Payment, and Settlement Administration Costs, but excludes Defendant's share of payroll taxes.

21. "Individual Settlement Payment" means the portion of the Net Settlement Amount payable to each Settlement Class Member.

22. "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount remaining after subtracting the Class Counsel Award, Class Representative Premium, the PAGA Payment, and Settlement Administration Costs.

23. "Notice Packet" means the packet sent to Class Members that includes the Court-approved Notice of Class Action Settlement, in a form substantially similar to **Exhibit A**.

24. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq.

25. "PAGA Letter" means the letter submitted by Plaintiff to the California Labor and Workforce Development Agency ("LWDA") on or about February 29, 2024, pursuant to Labor Code § 2699.3, identifying the alleged Labor Code violations at issue in the Action.

26. "PAGA Individual Payment" means the portion of the PAGA Payment distributed to each Aggrieved Employee.

27. "PAGA Payment" means the portion of the Gross Settlement Amount allocated to resolve all claims for civil penalties under PAGA, totaling Seventy-One Thousand Six Hundred Dollars and Zero Cents ($71,600.00), of which 75% shall be paid to the LWDA and 25% shall be distributed to Aggrieved Employees.

28. "PAGA Period" means the period from February 29, 2023, through September 22, 2025, unless such period is shorted by operation of Paragraph 49 (*Escalator Provision*) below.

29. "PAGA Released Claims" shall mean the release of the Released Parties by the LWDA, State of California, and by Plaintiff as a representative of and proxy for the LWDA from all claims for claims for civil penalties under PAGA that were alleged in the PAGA Letter, the Action, and/ or claims for PAGA penalties which reasonably relate to or which reasonably arise out of the same set of operative facts set forth therein during the PAGA Period, Including but not limited to, claims for PAGA penalties based on: (1) failure to pay minimum wages and failure to pay overtime wages for overtime hours worked under Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and applicable IWC Wage Order; (2) failure to pay vacation wages under Labor Code § 227.3; (3) failure to provide paid sick time under Labor Code §§ 245 *et seq.*, 246; (4) meal-period liability under Labor Code §§ 226.7, 512, 1198, and applicable IWC Wage Order, (5) failure to reimburse for necessary business expenditures in violation of Labor Code §§ 1197, 1197.1, 1198, 2802, and applicable IWC Wage Order; (6) failure to comply with Labor Code § 2751; (7) failure to issue accurate and itemized wage statements in violation of Labor Code §§ 226, 1174, 1198.5, and applicable IWC Wage Order; (8) failure to issue semimonthly payments in violation of Labor Code § 204, and applicable IWC Wage Order; (9) failure to keep records in violation of Labor

Code § 1174, and applicable IWC Wage Order; (10) waiting time penalties pursuant to Labor Code §§ 201, 202, 203, 204, 1197.5, 2926, 2927, and applicable IWC Wage Order; and (11) unfair competition under Business and Professions Code § 17200, *et seq*. The release of PAGA Released Claims shall be given full *res judicata* and *collateral estoppel* effect upon entry of judgment in this Action so as to bar the LWDA and any other individual or entity from filing or pursuing the PAGA Released Claims against the Released Parties in any forum.

30. "Parties" means Plaintiff and Defendant, collectively. "Party" refers to either Plaintiff or Defendant individually.

31. "Payment Ratio" means the respective Workweeks for each Class Member divided by the total Workweeks for all Class Members.

32. "Plaintiff" or "Class Representative" means Christina Cansler.

33. "Preliminary Approval Date" means the date on which the Court enters an order granting preliminary approval of the Settlement.

34. "Preliminary Approval Order" means the proposed order Granting Preliminary Approval and Approval of PAGA Settlement.

35. "Released Parties" means Defendant Silver Oak Wine Cellars, LLC, and each and all of its past and present parent, subsidiary, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of its respective executors, predecessors, successors, assigns and legal representatives.

36. "Response Deadline" means the date that is forty-five (45) calendar days after the Settlement Administrator mails the Notice Packet to Class Members. It is the final deadline to submit a Request for Exclusion or file any objection to the Settlement.

37. "Request for Exclusion" means a written request by a Class Member to opt out of the Settlement, containing the Class Member's name, signature, address, and telephone number, submitted in accordance with the instructions and deadline provided in the Notice Packet and this Agreement.

38. "Settlement Class" or "Settlement Class Members" means all Class Members who do not timely submit a valid Request for Exclusion.

39. "Settlement Administrator" or "Claims Administrator" means APEX Class Action LLC, the neutral third-party settlement administrator agreed upon by the Parties and approved by the Court.

40. "Workweek" means any week during which a Class Member worked at least one day for Defendant during the Class Period, according to Defendant's records.

II. RECITALS

41. On February 29, 2024, Plaintiff filed an unverified putative class action complaint in the Superior Court of California, County of Sonoma, asserting eleven wage and hour causes of action.

42. On February 29, 2024, Plaintiff gave written notice to Defendant and the LWDA of the claims alleged in this Action by sending the PAGA Notice pursuant to Labor Code § 2699.3(a).

43. On May 6, 2024, after the 65-day statutory period passed, Plaintiff filed an unverified First Amended Complaint ("FAC"), which added a twelfth cause of action for civil penalties pursuant to the California Labor Code Private Attorneys General Act ("PAGA"). The FAC, which is the operative complaint in this Action, asserts the following twelve causes of action against Defendant: (1) failure to pay minimum wages; (2) failure to pay wages and overtime; (3) meal period violations; (4) failure to pay vacation wages; (5) failure to comply with Labor Code §§ 245 *et seq.* and 246; (6) failure to reimburse for necessary business expenditures; (7) failure to comply with Labor Code § 2751; (8) violation of Labor Code § 226(a); (9) failure to keep required payroll records; (10) violation of Labor Code § 203; (11) violation of Business and Professions Code § 17200 et seq.; and (12) civil penalties under PAGA.

44. On June 17, 2024, Defendant filed its Answer to the FAC, asserting a general denial and affirmative defenses.

45. The Parties engaged in a voluntary exchange of information concerning the claims and defenses at issue in the Action, including Defendant's policies and practices, anonymized class list, and sampling of class member timekeeping and payroll data. Each Party also conducted its own independent investigation and factual analysis.

46. On July 24, 2025, Plaintiff and Defendant participated in a full-day mediation with experienced wage and hour mediator Brandon McKelvey, Esq., during which the Parties reached an agreement to resolve all claims asserted in the Action.

47. Plaintiff and the Class Members are represented by Class Counsel. Class Counsel conducted an investigation into the facts and legal issues in this Action, including reviewing documents and data produced by Defendant. Based on this investigation and their evaluation of the strengths and weaknesses of the claims, Class Counsel believe that the terms of this Settlement are fair, reasonable, and adequate and serve the best interests of the Settlement Class, taking into account the risks of litigation, the potential for delay, the defenses asserted by Defendant, the uncertainty of class and representative certification, and the possibility of appeals. Defendant agrees to settle solely to avoid the burden, expense, and uncertainty of continued litigation. Accordingly, the Parties and their counsel wish to fully, finally, and forever resolve all claims asserted in or related to the Action on the terms set forth in this Agreement.

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III. TERMS OF AGREEMENT

48. Settlement Consideration: Defendant shall pay the Gross Settlement Amount, which shall fund the Individual Settlement Payments, the Class Representative Premiums, the Class Counsel Award, the PAGA Payment, and Settlement Administration Costs, as specified in this Agreement. Defendant shall not be required to pay more than the Gross Settlement Amount, except for its share of payroll taxes. This is a non-reversionary settlement; no portion of the Gross Settlement Amount shall revert to Defendant.

49. Escalator Provision: This Settlement is based on the understanding that Class Members will have worked approximately 35,756 Workweeks between February 29, 2020 through July 31, 2025. If it is determined that the number of workweeks during that period of time exceeds 39,332 (35,756, plus 10% of 35,756), then, Defendant may, at its sole option, either (A) increase the Gross Settlement Amount proportionally to the increase in Workweeks—for example, if the increase is 15% over 35,756 Workweeks, then the Gross Settlement Amount will increase by 5%—or (B) end the Class Period on the date the number of Workweeks reaches 39,332.

50. Release by All Settlement Class Members: Upon the Effective Date, each Class Member (including Plaintiff) who does not timely submit a valid Request for Exclusion shall, for the duration of the Class Period, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and forever discharge the Released Parties from the Class Released Claims.

51. General Release by Plaintiff: In addition to the Settlement Class Members' Released Claims described above, in exchange for the consideration recited in this Agreement, including but not limited to the Class Representative Premium, Plaintiff, for herself and for any decedent, heirs, legal representatives, successors, and assigns, does hereby irrevocably and unconditionally release, acquit, and forever discharge the Released Parties from any and all claims, demands, damages, liquidated damages, monies, penalties, restitution, injunctive relief, attorneys' fees, costs, liabilities, and/or causes of action of whatever kind or character, whether known or unknown, which Plaintiff ever had, now has, has asserted or may hereafter assert or claim to have against the Released Parties arising out of or relating in any way to any acts, circumstances, facts, transactions, or omissions based on facts occurring up to and including the date he signs this Agreement. This Release includes but is not limited to any and all claims for unlawful discrimination, harassment, retaliation, and reasonable accommodation; related to the terms and conditions of employment; for penalties, compensation or benefits; and/or for wrongful termination of employment arising under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Americans with Disabilities Act, as amended, 42 U.S.C. § 1981, as amended, the Fair Labor Standards Act, as amended and the Portal-to-Portal Act, the Equal Pay Act, the Employee Retirement Income Security Act, as amended, the Consolidated Omnibus Budget Reconciliation Act, the Rehabilitation Act of 1973, the Family and Medical Leave Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, the California Government Code, the California Civil Code, and any and all other federal, state, and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on equity, constitutional, statutory, common law or regulatory grounds, as well as any other claims based on theories of wrongful or constructive discharge, breach of

contract or implied contract, fraud, misrepresentation, promissory estoppel, or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state, or local statutes, ordinances, regulations, rules or laws, except for such claims that cannot be released by law. With respect to the claims referenced in this paragraph, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she may otherwise have had pursuant to section 1542 of the California Civil Code, which states that:

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

52. Acknowledgment of Consideration Period: Plaintiff understands that she has at least five (5) business days from the date she receives this Agreement and any accompanying materials to consider the terms of the Agreement, including whether to sign this Agreement (the "Consideration Period"). If Plaintiff chooses to sign this Agreement before the end of the Consideration Period, she affirms that she has done so voluntarily after carefully considering its terms. Plaintiff acknowledges that she has read and fully understands the provisions of this Agreement. Defendant has advised Plaintiff in writing to consult with an attorney of her choice regarding the terms of this Agreement before signing it.

53. Claims Not Released; Protected Rights: This Agreement, including the General Release by Plaintiff, shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that cannot be waived or released as a matter of law. Further, regardless of whether Plaintiff signs this Agreement, nothing in this Agreement or in any other agreement, policy, or practice of Defendant: (i) limits or affects Plaintiff's right to challenge the validity of this Agreement under the ADEA or the Older Workers Benefit Protection Act (OWBPA); (ii) prevents Plaintiff from communicating with, filing a charge or complaint with, providing documents or information voluntarily or in response to a subpoena or other information request to, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, the Occupational Safety and Health Administration, law enforcement, or any other federal, state, or local agency charged with enforcement of any laws, or from testifying, providing evidence, responding to a subpoena or discovery in court litigation or arbitration proceeding; requires Plaintiff to disclose to Defendant any such filing, communication or participation or (iii) prevents a non-managerial, non-supervisory employee from engaging in protected concerted activity under Section 7 of the NLRA or under equivalent state law such as joining, assisting or forming a union, bargaining, picketing, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, except where the information was entrusted to Plaintiff in confidence by Defendant as part of Plaintiff's job duties.

In addition, nothing in this Agreement shall be construed to prevent Plaintiff from discussing or disclosing information related to any acts of sexual harassment, sexual assault, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation against a person for reporting harassment or discrimination related to the case prevent Plaintiff discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct Plaintiff has reason to believe is unlawful; waive Plaintiff's right to testify in an administrative, legislative, or judicial proceeding regarding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendant, or on the part of its agents or employees of Defendant, when Plaintiff has been required or requested to attend such proceeding pursuant to a court order, subpoena, written request from an administrative agency or the legislature.

In addition, nothing in this Agreement limits or affects Plaintiff's right to disclose or discuss sexual harassment or sexual assault disputes.

By signing this Agreement, Plaintiff waives her right to recover any individual relief (including backpay, front pay, reinstatement, or other equitable relief) in any charge, complaint, or lawsuit or other proceeding brought, whether brought by Plaintiff or on Plaintiff's behalf by any third party, except where such a waiver is prohibited. However, this waiver does not prevent Plaintiff from receiving any payment or award from a government agency (and not from Defendant) for information provided to the government agency, or as otherwise directed by a government agency.

54. PAGA Release by Aggrieved Employees and Labor Workforce Development Agency: Upon the Effective Date, the California Labor and Workforce Development Agency ("LWDA"), and Plaintiff, as representative of and proxy for the LWDA, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the PAGA Released Claims.

55. Certification of the Settlement Class and Nullification of Settlement Agreement: The Parties stipulate to the conditional certification of the Settlement Class for the Class Period for settlement purposes only. In the event this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, is reversed, withdrawn, or modified by the Court, or otherwise prevents or prohibits Defendant from obtaining a full and final resolution of the claims described herein:

a. This Settlement Agreement shall be void *ab initio* and of no force or effect and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

b. The conditional class certification shall likewise be void *ab initio* and of no force or effect and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

c. None of the Parties shall be deemed to have waived any claims, objections, defenses, or arguments in the Action, including but not limited to the issue of class

certification.

56. Tax Treatment:

a. The Parties, Class Counsel, and Defendant's Counsel make no representations as to the tax treatment or legal effect of the payments provided for in this Agreement. Settlement Class Members are not relying on any statement or representation by any Party, Class Counsel, or Defendant's Counsel regarding such matters. Each Settlement Class Member understands and agrees that he or she shall be solely responsible for the payment of any taxes found to be due from him or her as a result of the any Individual Settlement Payment and PAGA Payment described herein.

b. Each Party represents that it has not received and shall not rely upon any advice or representation from the other Party or his/its agents as to the tax treatment of the payments under federal, state, or local law.

57. Preliminary Approval Motion: At the earliest practicable time, Plaintiff and Class Counsel shall file a Motion for Preliminary Approval with the Court, which shall include this Agreement and all supporting documents. If the Parties are unable to agree on the form of notices or other documents necessary to implement this Agreement, such disputes shall be submitted to the Court. The Parties shall seek a prompt hearing date to obtain preliminary approval of the Settlement.

58. Settlement Administrator: The Settlement Administrator shall be responsible for: (a) processing and mailing payments to the Class Representative, Class Counsel, the LWDA, and Settlement Class Members; (b) printing and mailing the Notice Packets as directed by the Court; (c) receiving and reporting objections and Requests for Exclusion; (d) issuing tax forms to Settlement Class Members; (e) providing declarations in support of preliminary and final approval of this Settlement; (f) calculating and withholding taxes from the wage portion of Individual Settlement Payments to the Settlement Class Members; (g) calculating and notifying Defendant of its share of taxes on the wage portion of payments to the Settlement Class Members and accepting payment of such taxes; (h) timely depositing all tax payments with the appropriate governmental entities; and (i) other tasks as mutually agreed upon by the Parties or ordered by the Court. The Settlement Administrator shall keep the Parties timely informed of all Settlement Administrator responsibilities.

59. Settlement Administration:

a. Class Data. No later than thirty (30) calendar days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to Class Members. The Class Data shall be confidential. The Settlement Administrator shall not disclose the Class Data to Class Counsel, Plaintiff, or any third party, and shall use the Class Data solely for administration of the Settlement.

b. Notice Packets. The Notice Packet shall include the Notice of Class Action Settlement, in a form substantially similar to **Exhibit A** hereto. The Notice of Class Action Settlement shall describe the material terms of the Settlement, including the

release to be given by all Class Members who do not request exclusion from the Settlement Class. All Class Members, who are Aggrieved Employees, shall be advised that they will participate in the PAGA portion of the Settlement, regardless of whether they opt out of the class portion. The Notice Packet shall also be individualized by including each Class Member's estimated Individual Settlement Payment and the number of Compensable Workweeks.

c. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator shall perform a search using the National Change of Address Database and/or similar databases to update mailing addresses. Within fifteen (15) calendar days of receiving the Class Data from Defendant, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment in determining the most current mailing address for each Class Member. If more than one potentially valid address is identified, the Notice Packet shall be mailed to each address.

d. Undeliverable Notices. Any Notice Packet returned as undeliverable on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address through skip-tracing or other reasonable search using the name, address, and/or the Social Security number of the Class Member. The Settlement Administrator shall re-mail the Notice Packet if a new address is identified. The deadlines for Requests for Exclusion and Objections shall be extended by fourteen (14) days beyond the sixty (60) calendar days otherwise provided in the Class Notice for any Class Member whose Notice Packet is re-mailed, and this extended deadline shall be clearly stated in the re-mailed Notice.

e. Disputes Regarding Individual Settlement Payments. Class Members may dispute the number of Compensable Workweeks listed in their Notice of Class Action Settlement by submitting documentation and/or a written explanation. The Settlement Administrator shall consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall make the final determination of the eligibility for and amount of any Individual Settlement Payment, which shall be binding on the Class Member and the Parties.

f. Disputes Regarding Administration of Settlement. Any disputes concerning the administration of the Settlement not resolved by the Settlement Administrator shall be resolved by the Court under California law. Before seeking Court intervention, counsel for the Parties shall meet and confer in good faith to resolve the dispute.

g. Request for Exclusion. The Notice of Class Action Settlement shall advise Class Members that they may opt out of the class portion of the Settlement by submitting a written statement to the Settlement Administrator requesting exclusion from the Settlement, postmarked by the Response Deadline. The statement must: (1) clearly state: "I wish to exclude myself from the settlement reached in the matter of *Christina Cansler v. Silver Oak Wine Cellars, LLC., et al.* I understand by excluding myself, I will not receive any money from the class settlement reached in this matter.";

(2) include the Class Member's name, address, and last four digits of the Social Security number; (3) be signed by the Class Member; and (4) be postmarked and mailed to the Settlement Administrator by the Response Deadline at the specific address provided in the Notice Packet. The postmark date on the envelope shall determine the timeliness of the request. Any Class Member who timely submits a valid Request for Exclusion shall not be entitled to any recovery under the class portion of the Settlement, shall not be bound by the class release, and shall have no right to object or comment. However, all Aggrieved Employees shall receive their respective PAGA Individual Payments and release the PAGA Released Claims, regardless of whether they submit a Request for Exclusion. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide the Parties with a final list of all timely Requests for Exclusion. No Party or counsel shall solicit or encourage any Class Member to exclude themselves from the Settlement.

h. Objections. The Notice of Class Action Settlement shall inform Class Members that Class Members who wish to object to the Settlement may serve on the Settlement Administrator a written statement of objection via first class mail, postmarked by the Response Deadline. The postmark shall be the exclusive means of determining the timeliness of any objection. A valid objection must: (1) be signed by the Class Member; (2) include the Class Member's full name (and any former names), dates of employment, and the last four digits of the Class Member's Social Security number and/or employee ID number; and (3) state the basis for the objection. No Party or counsel shall solicit or encourage Settlement Class Members to file objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a Request for Exclusion are not permitted to object to the Settlement.

60. Funding of the Gross Settlement Amount. No later than fifteen (15) business days after the Effective Date, Defendant shall fund the Gross Settlement Amount, as defined in this Agreement, by delivering the full amount in one lump-sum payment to the Settlement Administrator.

a. PAGA Payment. As part of the Motion for Order Granting Preliminary Approval, Plaintiff and Class Counsel shall seek Court approval of a PAGA Payment in the amount of Seventy-One Thousand Six Hundred Dollars and Zero Cents ($71,600.00). If the Court approves less than the requested amount, the unapproved portion shall revert to the Net Settlement Amount and be distributed to Aggrieved Employees pursuant to this Agreement. No later than fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall remit seventy-five percent (75%) of the approved PAGA Payment to the California Labor and Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%) shall be distributed as PAGA Individual Payments to the Aggrieved Employees. Each Aggrieved Employee's PAGA Individual Payment shall be calculated by dividing 25% of the approved PAGA Payment by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, then multiplying that figure by the number of pay periods worked by the individual Aggrieved Employee during the PAGA Period.

b. Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount to all Settlement Class Members. The Settlement Administrator shall calculate each Individual Settlement Payment as follows: Using the Class Data, the Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the remaining Net Settlement Amount to calculate each Settlement Class Member's estimated Individual Settlement Payments.

c. Tax Allocation. For tax purposes, Each Individual Settlement Payment shall be allocated as follows: twenty-five percent (25%) shall be allocated to the payment of wages subject to standard payroll tax withholdings and all other authorized and required deductions, and seventy-five percent (75%) to penalties, interest, and other non-wage damages which are not subject to income or payroll tax withholdings, but which are subject to all other required authorized deductions. All applicable deductions or withholdings required by law or expressly authorized by the Settlement Class Member, including payments of any garnishments and liens, will be withheld from the Individual Settlement Payment. The Settlement Administrator shall be responsible for timely and properly withholding from the Individual Settlement Payments payable to the Settlement Class Members all required payroll and employment taxes, including all federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur.

d. Distribution of Payments. The Settlement Administrator shall mail Individual Settlement Payment checks via First Class U.S. Mail to the last known mailing address of each eligible Settlement Class Member no later than fifteen (15) calendar days after receipt of the Gross Settlement Amount.

e. Check Expiration and Escheatment. Any checks issued to Class Members shall remain valid for one hundred eighty (180) calendar days from the date of issuance. Checks not negotiated within that timeframe shall be void. Fifteen (15) calendar days after the expiration date, any uncashed funds shall be transmitted to the California State Controller's Unclaimed Property Fund in accordance with California Code of Civil Procedure section 384. This provision satisfies and fully discharges Defendant's post-distribution obligations under California law, including any cy pres obligations.

f. Class Representative Premium. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the Class Representative Premium payment. Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Premium of up to Five Thousand Dollars ($5,000.00) to Plaintiff. The Premiums shall be paid from the Gross Settlement Amount no later than fifteen (15) calendar days after Defendant funds the Gross Settlement

Amount. Any amount of the requested Class Representative Premium not awarded by the Court shall revert to the Net Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099–MISC to Plaintiff for the Premium. Plaintiff shall be solely responsible for payment of any applicable taxes on the Class Representative Premium and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Premium. This Premium shall be in addition to Plaintiff's Individual Settlement Payment and PAGA Individual Payment. If the Court reduces or denies the Class Representative Premium, Plaintiff shall not have the right to revoke the Settlement, which shall remain binding in all respects.

g. Class Counsel Award. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of the attorneys' fees and costs. Defendant agrees not to oppose or object to an award of attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., up to Two Hundred Thirty-Eight Thousand and Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($238,666.67)). Additionally, Defendant agrees not to oppose or object to an application or motion by Class Counsel for reimbursement of litigation costs not to exceed Thirty Thousand Dollars ($30,000.00) from the Gross Settlement Amount for all past and future litigation costs and expenses necessary to prosecute, settle, and administer the Action as supported by a declaration from Class Counsel. The Parties agree that any and all claims for reasonable attorneys' fees and costs have been settled by this Agreement and that neither Plaintiff, Settlement Class Members, nor Class Counsel shall seek payment of attorneys' fees or reimbursement of costs/expenses from the Released Parties except as set forth in this Agreement. Any amount not awarded by the Court shall revert to the Net Settlement Amount. The Settlement Administrator shall pay any approved Class Counsel Award no later than fifteen (15) calendar days after Defendant fund the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099–MISC to Class Counsel, who shall be solely responsible for all applicable taxes on the payment made pursuant to this paragraph. If the Court reduces or denies any portion of the requested Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, which shall remain binding.

h. Settlement Administration Costs. Plaintiff and Class Counsel shall draft and file with the Court the necessary papers for approval of payment to the Settlement Administrator of fees and costs of administration of the Settlement not to exceed Eight Thousand Nine Hundred Ninety Dollars ($8,990.00), to be paid from the Gross Settlement Amount. Defendant agrees not to oppose or object to any application or motion by Plaintiff for this requested payment. Any portion not approved shall revert to the Net Settlement Amount. The Settlement Administrator shall pay the approved Settlement Administration Costs no later than fifteen (15) calendar days after funding of the Gross Settlement Amount.

i. Net Settlement Amount. The Parties estimate the amount of the Net Settlement Amount as follows:

Gross Settlement Amount:	$716,000

Class Representative Premiums:	-$5,000
Class Counsel's Fees:	-$238,666.67
Class Counsel's Costs:	-$30,000
PAGA Payment:	-$71,600
($53,700 to the LWDA and $17,900 to the PAGA Covered Employees)	
Settlement Administration Costs:	-$8,990
Net Settlement Amount	**$361,743.33**

61. Motion for Final Approval. At the earliest practicable time following the expiration of the Response Deadline, Plaintiff shall file with the Court a Motion for Final Approval and Entry of Judgment. The motion shall request final approval of the Settlement and approval of the amounts allocated for the Class Representative Premium, the Class Counsel Award, the PAGA Payment, and the Settlement Administration Costs.

a. Final Approval Order and Judgment. Plaintiff shall present the Court with a proposed Order Granting Final Approval of Class Action Settlement and Entry of Judgment for its approval. This proposed order shall be lodged with the Court no later than seven (7) calendar days before the Final Approval Hearing. Plaintiff shall be responsible for drafting and filing the motion and order, and shall provide Defendant with a copy of the filing at least five (5) business days prior to submission. The Order Granting Final Approval of Class Action Settlement and Entry of Judgment shall:

i. Find that the Court has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction over the Action;

ii. Certify the Settlement Class for settlement purposes only;

iii. Approve the Settlement as fair, reasonable, and adequate, and in the best interests of the Parties and the Class Members and direct its implementation according to the terms of this Agreement;

iv. Approve Class Counsel's application for attorneys' fees and costs, and the Class Representative Premium;

v. Approve the payment of reasonable Settlement Administration Costs;

vi. Enter judgment pursuant to California Rules of Court, Rule 3.769(h);

vii. Permanently bar Plaintiff and all Class Members who have not been timely and validly excluded from the Settlement from filing or prosecuting any of the Released Claims against the Released Parties; and

viii. Permanently bar the LWDA and any other individual or entity from pursuing any of the PAGA Released Claims against the Released Parties.

b. Continuing Jurisdiction. Without affecting the finality of the judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the

Settlement Class to supervise and enforce the Settlement's administration and implementation. Any unresolved disputes regarding interpretation, enforcement, or implementation of the Settlement, not delegated to the Settlement Administrator for resolution as provided in this Agreement shall be resolved by motion to the Court. Notice of Final Judgment shall be provided in accordance with the Final Approval Order and shall comply with California Rules of Court, Rule 3.771.

62. Defendant's Option to Terminate Settlement. If more than five percent (5%) of Class Members submit timely and valid Requests for Exclusion from the Settlement, Defendant shall have the sole discretion to terminate this Settlement. To exercise this option, Defendant must provide written notice to Class Counsel within fifteen (15) calendar days of receiving the Settlement Administrator's report confirming that exclusion requests exceed the threshold. In the event of termination, Defendant shall remain responsible for all Settlement Administration Costs incurred to date or as a result of termination, and the Parties shall proceed as if this Agreement had never been executed.

63. Effect on Employee Benefit Plans. Neither the Settlement nor any payment made pursuant to it shall modify, alter, or affect any benefits, contributions, or entitlements under any employee benefit plan, policy, or bonus program sponsored by Defendant. No part of the Gross Settlement Amount shall be deemed salary, wages, earnings, or compensation for purposes of eligibility, benefit accrual, or vesting in any such plan, policy, or program. Defendant may modify applicable plan language to reflect this intent.

64. Notices. Except as otherwise provided herein, all notices, demands, or communications under this Agreement shall be in writing and deemed duly given three (3) business days after being mailed by U.S. certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Settlement Class:

D.Law, Inc.
Roman Shkodnik, and Amanda Fazio
250 N Madison Ave, 2nd Floor
Pasadena, CA 91101
Telephone: (818)962-6465
Facsimile: (818) 962-6469

To Defendant:

LITTLER MENDELSON, P.C.
Angela J. Rafoth, Sandra J. McMullan, and Na Rae Kim
101 Second Street, Suite 1000
San Francisco, CA 94105
Telephone: (415) 433-1940
Facsimile: (415) 399-8490

65. Cooperation. The Parties and their respective counsel agree to cooperate in good faith to effectuate the terms of the Settlement and to execute all necessary documents to implement and finalize the Settlement.

66. Amendments. This Agreement may only be amended or modified by an express written instrument signed by all Parties or their representatives, and approved by the court.

67. Entire Agreement. This Agreement and its Exhibits constitute the entire agreement among the Parties related to the Settlement and supersede all prior and contemporaneous oral and written agreements or understandings. No provision of this Agreement may be waived unless in writing signed by the waiving Party.

68. Authority to Enter Into Settlement Agreement. Counsel for the Parties represent and warrant that they are authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement. The individual signing this Agreement on behalf of each Defendant warrants that he or she has full authority to bind the respective Defendant. Plaintiff represents and warrants that she has not assigned any claim, or a part of a claim, covered by this Settlement to any third party.

69. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, or assigns.

70. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

71. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., via DocuSign or scanned PDF), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

72. Settlement Fairness. The Parties agree and represent that the Settlement is fair, adequate, and reasonable, and that it is the product of extensive arms-length negotiations and informed decision-making following a full opportunity to evaluate claims, defenses, and procedural posture.

73. Court Retention of Jurisdiction. The Court shall retain jurisdiction to interpret, implement, and enforce this Agreement, the Final Judgment, and any other orders entered in connection with the Settlement.

74. Waiver of Appeals. Except for appeals related to the attorneys' fees award (provided such award does not exceed the amount stated in this Agreement), the Parties agree to waive all rights to appeal, this waiver being contingent upon the Court entering Final Judgment as provided herein. The waiver includes waiver of all rights to any post-judgment proceeding and appellate

proceeding, including, but not limited to, motions for relief from judgment and motions to amend or alter judgment.

75. No Admission of Liability. This Settlement is a compromise of disputed claims. Plaintiff contends that the Released Claims have merit; Defendant denies all liability and contends that Plaintiff's claims lack merit. Nothing in this Agreement, nor any related document or action, shall be construed as an admission by or against any Party regarding the validity or lack thereof of any claim, defense, or legal theory.

IN WITNESS THEREOF, this Stipulation of Class Action Settlement and Release of Claims is executed by the Parties and their authorized attorneys, as of the day and year herein set forth.

Dated: May 13, 2026

DocuSigned by:
CF910902DF4A408...
Christina Cansler

Dated: April 9, 2026

Tony LeBlanc

President and on behalf of Silver Oak Wine Cellars, LLC

Approved as to form:

Dated: May 13, 2026

Roman Shkodnik, Esq.

Plaintiff, Class, and PAGA Counsel

Dated: May 13, 2026

Angela J. Rafoth, Esq.

LITTLER MENDELSON, PC

Counsel for Defendant Silver Oak Wine Cellars, LLC