CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE

1. This Class Action Settlement Agreement and Release (the "Settlement Agreement," "Settlement," or "Agreement") is entered into between Plaintiff Howard Glover, ("Plaintiff"), individually and on behalf of all other similarly situated persons, and Far Niente Wine Estates LLC, Far Niente Wine Estates Management LLC, and FN Cellars, LLC (collectively, "Defendants"), subject to the approval of the Court. Plaintiff and Defendants are collectively referred to as the "Parties."

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. "Actions" means collectively the Class Action and PAGA Action and any Consolidated Action, including any and all complaints filed in the Class Action, PAGA Action and/or Consolidated Action, and any coordinated, consolidated and/or amended complaints necessary to effectuate release of the Released Claims, including the Operative Complaint referenced in Paragraph 12 below, as well as any and all related letters to the Labor and Workforce Development Agency ("LWDA") and any amended letters, including the Amended PAGA Letter referenced in Paragraph 13 below, or as necessary to effectuate release of the Released Claims.

b. "Aggrieved Employees" means all persons in the State of California who are or were employed by Defendants as non-exempt employees at any time within the PAGA Period.

c. "Class Action" means the class action *Howard Glover v. Far Niente Wine Estates LLC, et al.*, Napa Superior Court Case No. 24CV001725.

d. "Class" or "Class Members" or "Members of the Class" means all persons in the State of California who are or were employed by Defendants as a non-exempt employee at any time within the Class Period.

e. "Class Counsel" means Koul Law Firm, APC.

f. "Class Counsel's Costs" refers to the actual amount of reasonable litigation expenses Class Counsel incurred in connection with the Actions, including their pre-filing investigation, their filing of the Actions and all related litigation activities, translation of the Settlement Agreement and Settlement Notices, and all post-Settlement compliance procedures.

g. "Class List" means an electronic database containing a list of Class Members that Defendants will compile from its records. The Class List shall include: each Class Member's: (1) full name; (2) last known address; (3) last known telephone number (if any); and (4) Social Security number or tax ID number. The Class List shall also include: (5) the total number of workweeks that each Class Member worked for Defendants as a non-exempt employee in the state of California during the Class Period; and (6) and the total number of pay periods that Aggrieved Employees worked for Defendants as a non-exempt employee in the state of California during the PAGA Period. The total number of workweeks and/or pay periods may be determined by reference to weeks worked as reflected in Defendants' timekeeping, payroll, and/or other records.

h. "Class Period" shall mean October 1, 2020 through November 15, 2025.

i. "Costs Award" means the award of attorneys' costs that the Court authorizes to be paid to Class Counsel for Class Counsel's Costs they advanced to Named Plaintiff and the Class in the Actions, in an amount not to exceed $25,000.00.

j. "Court" means the Superior Court of the State of California for the County of Napa.

k. "Defendants" means Far Niente Wine Estates LLC, Far Niente Wine Estates Management LLC, and FN Cellars, LLC.

l. "Defendants' Counsel" means Constangy, Brooks, Smith & Prophete LLP.

m. "Effective" or "Effective Date" means ten (10) calendar days after the Settlement becomes Final, as set forth in Paragraph 2.o.

n. "Fee Award" means the award of attorneys' fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Named Plaintiff and the Class in the Actions. Class Counsel will not seek more than one-third (1/3) of the Gross Settlement Amount as their Fee Award.

o. "Final" shall mean the later of: (a) the date which is sixty-five (65) calendar days after the Court enters a Judgment and upon Notice of Entry of the Final Approval Order, as defined in Paragraph 2.p, and no appeal, motion, objection, or petition to review or intervene has been taken with respect to the Final Approval Order and all times to appeal, move, object, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the Final Approval Order has been commenced, the date such appeal, motion, objection, or petition to review or intervene or other review Judgment is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the Judgment and Final Approval Order in its entirety.

p. "Final Approval" or "Final Approval Order" means the Court's Final Approval Order approving the Settlement and entering judgment.

q. "Final Approval Hearing" means the hearing to be held by the Court to consider the Final Approval of the Settlement.

r. "Gross Settlement Amount" means the maximum non-reversionary total amount that Defendants shall pay in connection with this Settlement in exchange for the release of the Released Claims. The Gross Settlement Amount is the gross sum of Four Hundred and Thirty Thousand Dollars ($430,000.00). The Gross Settlement Amount includes: (a) all Settlement

Awards to Participating Individuals; (b) the PAGA Payment to the LWDA; (c) Named Plaintiff's Service Awards; (d) Fee Award and Costs Award; and (e) Settlement Administrator Costs. The Parties agree that Defendants will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and Defendants' employer's portion of payroll taxes on Settlement Awards to Participating Individuals. There will be no reversion.

s. "Judgment" or "Final Judgment" means the judgment entered by the Court upon entering the Final Approval Order.

t. "Named Plaintiff" or "Plaintiff" means Howard Glover.

u. "Net PAGA Amount" means the thirty-five percent (35%) of the PAGA Payment payable to the Aggrieved Employees, or $7,000.

v. "Net Settlement Amount" means the Gross Settlement Amount less: (i) Named Plaintiff's Service Award; (ii) Class Counsel's Fee Award; (iii) Class Counsel's Costs Award; (iv) Settlement Administrator Costs; and (v) the PAGA Payment. The Parties acknowledge that all of these amounts are subject to the Court's approval.

w. "Notice Objection/Opt-out Deadline" means the date forty-five (45) calendar days after the Settlement Notice is initially mailed to the Class. Class Members shall have until the Notice Objection/Opt-out Deadline to object to or opt-out of the Settlement for the Class Released Claims. The Notice Objection/Opt-out Deadline shall be extended for an additional 14 days in the event a Class Member's Notice is returned and remailed.

x. "PAGA Action" means the representative action *Howard Glover v. Far Niente Wine Estates LLC, et al.*, Napa Superior Court Case No. 24CV002180.

y. "PAGA Payment" means the amount of the Gross Settlement Amount allocated to settle all claims and remedies under the Private Attorneys' General Act, California Labor Code sections 2698, et seq. ("PAGA"). The PAGA Payment shall be $20,000, or an amount to be approved by the Court, of which 65%, or $13,000, shall be paid to the LWDA out of the Gross Settlement Amount and 35%, or $7,000, shall be paid to the Aggrieved Employees out of the Gross Settlement Amount.

z. "PAGA Period" means the period from September 27, 2023 through November 15, 2025.

aa. "Participating Individual(s)" means (a) any Class Member(s) who do not submit a valid letter requesting to be excluded from the Settlement, consistent with the terms set forth in this Settlement Agreement and (b) all Aggrieved Employees. All Participating Individuals will be bound by all terms and conditions of the Settlement Agreement, including the release of applicable Class Released Claims and PAGA Released Claims (as set forth in Paragraphs 18 and 19).

bb. "Preliminary Approval" or "Preliminary Approval Order" means the Court's order preliminarily approving the terms and conditions of this Settlement Agreement.

cc. "Released Claims" means Class Released Claims (as set forth in Paragraph 18) and PAGA Released Claims (as set forth in Paragraph 19) and Named Plaintiff's Released Claims (as set forth in Paragraph 20).

dd. "Released Parties" means Defendants and any of their past, present, and future direct or indirect parents, affiliates, subsidiaries, communities, divisions, joint employers, predecessors, successors, and assigns, and each of their current or former officers, directors, board members, trustees, owners, shareholders, investors, employees, agents, attorneys, auditors, accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their behalf, as well as any individual or entity that could be liable for any of the Released Claims.

ee. "Service Award" means the payment to the Named Plaintiff for his efforts in bringing and prosecuting the Actions against Defendants. The Service Award will not exceed the following amount: Ten Thousand Dollars ($10,000.00).

ff. "Settlement Administrator" means ILYM Group, Inc., the third-party class action settlement administrator that will handle the administration of this Settlement, subject to approval by the Court.

gg. "Settlement Administrator Costs" refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice to Class Members, including translation of the Settlement Agreement and Settlement Notice, and to distribute the Settlement Awards to Participating Individuals, which are estimated to be less than $10,000.

hh. "Settlement Award" means the total individual payment that each Participating Individual shall be entitled to receive pursuant to the terms of this Settlement Agreement.

ii. "Settlement Notice" means the Notice of Class Action Settlement to be issued to Class Members, including Aggrieved Employees and the Named Plaintiff, an example of which is attached hereto as **Exhibit 1,** or as approved by the Court.

RECITALS/REPRESENTATIONS

3. Named Plaintiff is a former employee of FN Cellars, LLC and alleges claims against Defendants arising out of that employment.

4. On or around October 1, 2024, Plaintiff filed a class action complaint against Defendants in the Napa County Superior Court, asserting claims under the California Labor Code and Unlawful Business Practices – the Class Action. On or around September 27, 2024, Plaintiff sent a PAGA Notice to the Labor and Workforce Development Agency (LWDA). On or around September 30, 2024, Plaintiff sent an amended PAGA Notice to the LWDA. On or around

December 10, 2024, Plaintiff filed a separate action for penalties under PAGA arising from alleged violations of the California Labor Code – the PAGA Action.

5. The Parties agreed to attempt to resolve the Actions through mediation with mediator Hon. Carl West (Ret.). To allow the Parties to focus their efforts on mediation preparation, the Parties agreed to stay all dates, discovery, deadlines, and court appearances in the Actions.

6. On June 3, 2025, the Parties participated in a full-day mediation before mediator Hon. Carl West (Ret.). The Parties thereafter negotiated the specific terms of this Settlement and have agreed to settle all pending claims as provided in this Settlement Agreement.

7. Class Counsel represents that it has made a thorough and independent investigation of the facts and law relating to the allegations in the Actions and of other potential claims that could have been asserted in the Actions. In agreeing to this Settlement Agreement, Named Plaintiff has considered: (a) the facts developed during pre-mediation, informal discovery and the Parties' mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against the Released Parties; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Named Plaintiff has concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of the Class and Aggrieved Employees to settle their claims against the Released Parties pursuant to the terms set forth herein.

8. Defendants deny any wrongdoing whatsoever and further deny all claims as to liability, damages, penalties, interest, fees, and all other forms of relief, as well as deny the allegations asserted in the Actions. Defendants have agreed to resolve the Actions via this Settlement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Actions upon all procedural, merits, and factual grounds, including, without limitation, the ability to challenge class and/or representative action treatment on any grounds, as well as asserting any and all other privileges and potential defenses, including and without waiving jurisdictional defenses. The parties agree that in seeking approval of this Settlement Agreement in Court, Defendants in no way waive any rights they may have to compel arbitration of Plaintiff's individual claims should the Settlement Agreement not be approved. This Settlement Agreement shall not be construed as an admission by Defendants or any of the Released Parties of any fault, liability or wrongdoing, which Defendants expressly deny.

9. The Parties recognize that Court approval of this Settlement is required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants Final Approval of it and the Settlement Effective Date occurs.

10. The Parties have stipulated to certification of the Class for settlement purposes only and this Settlement Agreement requires Preliminary Approval and Final Approval by the Court. Accordingly, this Settlement Agreement is contingent upon the approval and certification by the Court. If the Court does not grant Preliminary Approval or Final Approval of the Settlement, the fact that the Parties were willing to stipulate to class certification for the purposes of this Settlement Agreement shall have no bearing on, nor be admissible in connection with, the issues of whether

any class should be certified or whether it is appropriate for any claims to proceed on a representative basis. Defendants expressly reserve the right to challenge the propriety of class certification for any purpose if the Settlement does not become final. Defendants deny that class action treatment is appropriate in the litigation context or for trial or that it is appropriate to proceed on a representative basis in the litigation context or for trial.

11. The Parties stipulate and agree that for settlement purposes only, the Parties shall file a stipulation in the Class Action and PAGA Action to consolidate the Class Action and PAGA Action under the Class Action pending approval of this Settlement (the "Consolidated Action"). In the event that any of the stipulated requests for consolidation is not granted by the Court, the Parties stipulate and agree that for settlement purposes only, the Parties shall meet and confer regarding a process for approval that is acceptable to and maintains all Parties in the same position as prior to the Settlement. In the event the Settlement is not approved, the Parties agree that the Parties shall be placed in the same position as they were in immediately prior to the Settlement. These agreements will be effectuated through stipulations to be filed with the Court as appropriate.

12. The Parties stipulate and agree that for settlement purposes only, as part of consolidation of the Class Action and PAGA Action under the Class Action, and prior to seeking preliminary approval of this Settlement Agreement, to the prompt filing of a consolidated complaint in the Consolidated Action ("Operative Complaint"). The Operative Complaint shall be filed after execution of this Settlement Agreement and it shall consolidate the claims in the Class Action and PAGA Action, including all legal allegations, and factual allegations pled in the Actions, and it shall assert any additional claims, legal allegations, any claims and factual allegations asserted during mediation, and factual allegations necessary to effectuate the Released Claims in this Settlement Agreement. The Operative Complaint will be in the form attached hereto as **Exhibit 2** or as stipulated to by the parties prior to Preliminary Approval.

13. The Parties stipulate and agree that for settlement purposes only, Defendants consent to the filing of the Operative Complaint and to personal and subject matter jurisdiction in the Court. The Parties further stipulate and agree that, prior to filing the Operative Complaint, Named Plaintiff shall file an amended PAGA letter ("Amended PAGA Letter") to the LWDA consistent with this Settlement Agreement to effectuate this Settlement Agreement and the Released Claims in Paragraphs 18 and 19. The Amended PAGA Letter will be in the form attached hereto as **Exhibit 3**. The Settlement is expressly conditioned upon the approval by all Parties of the Operative Complaint and Amended PAGA Letter.

14. This Settlement is conditioned on the consolidation of the PAGA Action under the Class Action, and the release of the Released Claims. If the Court does not approve this Settlement, the Parties shall meet and confer to make reasonable efforts to obtain approval of this Settlement and secure a release of the claims against the Released Parties in the Operative Complaint in the Consolidated Action. Defendants shall not be required under any circumstances to increase or pay more than the Gross Settlement Amount. If the Parties cannot obtain judicial approval of this Settlement and secure a release of the claims against the Released Parties in the Consolidated Action, this Settlement Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used in the Actions or any other legal proceeding.

15. In the event the Settlement is not approved, the Parties agree that the Parties shall be placed in the same position as they were in immediately prior to execution of this Settlement Agreement.

16. Plaintiff will execute a separate confidential settlement agreement relating to the resolution of Plaintiff's unique threatened non-wage and hour claims related to or arising from his employment by Defendants.

17. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to Final Approval of the Court and the other conditions set forth herein, that Named Plaintiff and the Participating Individuals' claims as described herein against the Released Parties shall be settled, compromised, and that the Released Claims shall be finally and fully compromised and settled as to the Released Parties in the manner and upon the terms and conditions set forth below.

RELEASES

In exchange for the consideration set forth in this Settlement Agreement, Named Plaintiff, on behalf of the LWDA and Participating Individuals, agrees to release all claims against the Released Parties as set forth herein:

18. **Class Released Claims.** Upon Final Approval of this Settlement Agreement, Named Plaintiff on his own behalf and as the class representative, all Class Members who did not opt out of this lawsuit by filing a timely, valid request for exclusion from the settlement pursuant to Paragraph 25, and all persons purporting to act on their behalf, including, but not limited to, their dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity (collectively, the "Releasing Parties") shall and hereby do release and discharge all Released Parties, finally, irrevocably, forever, and with prejudice, from all claims, rights, damages, liquidated damages, premiums, wages, compensation, reimbursement, punitive or statutory damages, penalties, liabilities, costs, expenses, attorneys' fees, interest, restitution, equitable relief, injunctive relief, declaratory relief, accounting, losses, or causes of action alleged in the Actions and/or that could have been alleged in the Actions, under the laws of any jurisdiction, including federal law, state or local law, and common law, whether at law or equity, arising out of, or reasonably relating to, the claims, facts, and allegations pled in the Actions, including but not limited to the Operative Complaint and Amended PAGA Letter(s), during the Class Period. This shall include any claims during the Class Period for the purported payment or nonpayment of compensation and other payments (including, but not limited to, wages, minimum wages, straight time, overtime (including double time), reporting time pay, commissions, bonuses, vacation time, and/or premium pay), failure to pay for all hours worked (including, but not limited to, off-the-clock, split shift, donning and doffing, meal and rest periods, rounding/time shaving, editing and/or manipulation of time entries, and auto-deduction of meal periods), failure to incorporate non-discretionary bonuses/incentives/commissions and/or other forms of pay when calculating an employee's regular rate, failure to timely pay wages during employment (including, but not limited to, failure to pay all wages owed twice per month), failure to pay wages at

termination/resignation/separation (including, but not limited to, paid time off and vacation time), failure to provide meal breaks and otherwise requiring on-duty/on-call meal periods, failure to provide rest breaks, failure to pay overtime and/or premiums and/or sick time pay based on an accurate regular rate of pay, failure to provide timely and compliant wage statements, failure to maintain required records (including but not limited to failure to accurately record time including all time worked), failure to reimburse for all reasonable business expenses (including, but not limited to, cell phones, equipment and tools, internet, home office, uniforms and boots, required clothing, travel expenses, mileage), failure to comply with Business and Professions Code § 17200 et seq., failure to comply with the Wage Theft Protection Act, and failing to comply with California Labor Code, applicable wage orders, and Civil Code § 3287(b) and 3289, Government Code § 12952, related premiums, statutory penalties, waiting time penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, equitable relief, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy (collectively, "Class Released Claims").

19. **PAGA Released Claims.** Upon final approval of this Settlement Agreement, Plaintiff, on behalf of the LWDA and the State of California, and Aggrieved Employees and all persons purporting to act on their behalf, including, but not limited to, their dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity, shall and hereby does release and discharge all Released Parties, finally, forever and with prejudice, from any and all claims and rights to recover civil penalties, costs, expenses, attorneys' fees, interest, injunctive relief, declaratory relief, and/or accounting, against the Released Parties from any and all causes of action under the Private Attorneys' General Act ("PAGA") arising out of, or reasonably relating to, the claims, facts and allegations pled in the Actions, including but not limited to those alleged in any of the complaints filed in the Actions, the Operative Complaint, Amended PAGA Letter(s) as well as and any and all related letters to the LWDA and any amended letters, during the PAGA Period. This shall include any claims during the PAGA Period pursuant to PAGA for the purported payment or nonpayment of compensation and other payments (including, but not limited to, wages, minimum wages, straight time, overtime (including double time), reporting time pay, commissions, bonuses, vacation time, and/or premium pay), failure to pay for all hours worked (including, but not limited to, off-the-clock, split shift, donning and doffing, meal and rest periods, rounding/time shaving, editing and/or manipulation of time entries, and auto-deduction of meal periods), failure to incorporate non-discretionary bonuses/incentives/commissions and/or other forms of pay when calculating an employee's regular rate, failure to timely pay wages during employment (including, but not limited to, failure to pay all wages owed twice per month), failure to pay wages at termination/resignation/separation (including, but not limited to, paid time off and vacation time), failure to provide meal breaks and otherwise requiring on-duty/on-call meal periods, failure to provide rest breaks, failure to pay overtime and/or premiums and/or sick time pay based on an accurate regular rate of pay, failure to provide timely and compliant wage statements, failure to maintain required records (including but not limited to failure to accurately record time including all time worked), failure to reimburse for all reasonable business expenses (including, but not limited to, cell phones, equipment and tools, internet, home office, uniforms and boots, required clothing, travel expenses, mileage), failure to comply with Business and Professions Code § 17200 et seq., failure to comply with the Wage

Theft Protection Act, and failing to comply with California Labor Code, applicable wages orders, and Civil Code § 3287(b) and 3289; related premiums, statutory penalties, waiting time penalties, or civil penalties; costs; attorneys' fees; equitable relief; injunctive relief; declaratory relief; or accounting (collectively, "PAGA Released Claims"). The Parties agree that there shall be no right for any Aggrieved Employees to opt out or otherwise exclude themselves from the release of PAGA claims. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law and shall also be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against the Released Parties on behalf of the Aggrieved Employees for any PAGA Released Claims (i.e., the Judgment on this Settlement will have res judicata effect as to those claims of Aggrieved Employees, the LWDA, and State of the California, whether pursued directly by the LWDA or by a representative pursuant to PAGA).

20. **Named Plaintiff's Non-Wage Individual Claims**. Named Plaintiff's unique non-wage and hour claims related to or arising from his employment by Defendants, which are not asserted in the Actions, are expressly carved out and not resolved or released in this Settlement and are subject to a separate settlement agreement.

21. **Named Plaintiff's Released Claims.** Except as set forth in Paragraph 20, upon the Effective Date, Named Plaintiff shall and hereby does generally release, finally, forever and with prejudice, any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for minimum wages, straight time wages, or overtime wages, calculation of regular rate of pay, sick pay, vacation time pay, rounding, meal breaks, rest breaks, premium pay, timing of pay throughout employment, business expense reimbursements, wages paid at termination/resignation/separation, recordkeeping, wage statements, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This shall include, but is not limited to, the Class Released Claims and PAGA Released Claims, as well as any other claims under any provision of federal, state, or local law. Upon the Effective Date, Named Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

> **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.**

Named Plaintiff understands that this release does not apply to any claims or rights that cannot be waived as a matter of law. Named Plaintiff acknowledges, however, that he has no workers' compensation claim pending at the time of signing this Settlement Agreement. Nothing in this Settlement Agreement shall be construed to prohibit Named Plaintiff from filing a charge or cooperating with any investigation by any federal, state, or local government agency (including without limitation the United States Department of Labor, the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Department of Justice, and/or the National Labor Relations Board). However, Named Plaintiff understands that he will not be entitled to recover any monetary damages or any other form of personal relief in connection with such a claim, investigation or proceeding. To the extent that Named Plaintiff is a party to any claims against any of Defendants or the Released Parties, they agree to dismiss all such claims with prejudice. Except as permitted by this Agreement or prohibited by law, in the event that any Named Plaintiff asserts any other claim against any of Defendants or the Released Parties, it shall be dismissed with prejudice upon presentation of this Settlement Agreement.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

22. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Class, and notifying the Class of this Settlement:

a. **Complaint.** The Parties stipulate and agree that for settlement purposes only, the Parties consent to the filing of the Operative Complaint that consolidates the claims, legal allegations, and factual allegations pled in the Actions and assert additional claims, legal allegations, and factual allegations necessary to effectuate the release of the Released Claims in this Settlement Agreement, and to personal and subject matter jurisdiction in the Court. Named Plaintiff shall file, with Defendants' stipulation, the Operative Complaint in the Court before the filing of the Motion for Preliminary Approval of Settlement Agreement discussed in Paragraph 22.b and shall take any other necessary steps to effectuate the release of the Released Claims in this Settlement Agreement, including the filing of Amended PAGA Letter(s) with the LWDA.

b. **Request for Class Certification and Preliminary Approval Order.** Named Plaintiff shall file a Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Class for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Named Plaintiff's Motion for Final Approval of the Settlement, and approval of the requested Service Award, Fee Award, Costs Award, and Settlement Administrator's Costs; and set a date for the Final Approval Hearing. Class Counsel shall provide Defendants' Counsel a copy of a draft Motion for Preliminary Approval of Settlement Agreement at least five (5) business days in advance of filing it with the Court.

c. **Notice.** The Settlement Administrator shall be responsible for preparing, printing and mailing the Settlement Notice to all Class Members. The Settlement Administrator shall also create a toll-free telephone number to field telephone inquiries from Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the call center down after the 180-day check cashing period for Settlement Award Checks. The Settlement Administrator shall also post the Final Judgment on its website.

d. Within thirty (30) calendar days after the Court's Preliminary Approval of the Settlement, Defendants shall provide to the Settlement Administrator the Class List.

e. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems.

f. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class List, the Settlement Administrator shall send to all Class Members identified in the Class List, via first-class United States Postal Service ("USPS") mail, the Settlement Notice (with Spanish translation) substantially in the form attached to this Settlement Agreement as **Exhibit 1**. The first page of the Settlement Notice shall prominently estimate the dollar amounts of any Settlement Award to Class Members, and the number of workweeks used to calculate these amounts. Before mailing Settlement Notices, the Administrator shall update Class Members' addresses using the National Change of Address database. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and shall re-mail the Notice of Settlement.

23. **Disputes Regarding Workweeks.** To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in their Settlement Notice, such Class Members may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendants. Weeks "worked" for purposes of this settlement will be determined by reference to timekeeping, payroll, and/or other records. The deadline for Class Members to submit disputes pursuant to this Paragraph is the Notice Objection/Opt-out Deadline (disputes must be postmarked by the Notice Objection/Opt-out Deadline). The Notice Objection/Opt-out Deadline will be continued for an additional 14 days Class Members Notice is returned and remailed. Unless the Class Member presents convincing evidence proving they worked more workweeks than shown by Defendants' records, their Settlement Award will be determined based on Defendants' records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendants shall review their records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be presented to the Court for a resolution. The Settlement Administrator will notify the disputing Class Member of the decision.

24. **Objections.** The Settlement Notice shall provide that Class Members who wish to object to the Settlement must, on or before the Notice Objection/Opt-out Deadline, file with the Court a written statement objecting to the Settlement. Such objection shall not be valid unless it includes the information specified in the Settlement Notice and described in this Paragraph. The statement must be signed personally by the objector, and must include the objector's name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise Class Members that objections shall only be considered if the Class

Member has not opted out of the Settlement. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the Settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

25. **Requests for Exclusion.** The Settlement Notice shall provide that Class Members, other than Named Plaintiff, who wish to exclude themselves from the Settlement ("opt out") must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Class Member's full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Objection/Opt-out Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the settlement. Aggrieved Employees are bound by and cannot exclude themselves from the PAGA component of the Settlement even if they request exclusion.

26. **Termination or Revocation of Settlement.** If ten percent (10%) or more of the Class Members request exclusion from the Settlement, Defendants may, at their election and in their sole discretion, rescind and nullify the Settlement Agreement. Defendants must exercise this right of rescission in a writing that is provided to Class Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of Requests for Exclusion received by the Notice Objection/Opt-out Deadline.

a. If Defendants exercise their right to rescind and or nullify the Settlement Agreement pursuant to this Paragraph, Defendants shall pay the Settlement Administrator Costs incurred by the Settlement Administrator as of the date of Defendants' recission and/or nullification.

b. If the Court finds the Gross Settlement Amount to be insufficient to warrant Preliminary Approval or Final Approval of the Settlement, Defendants may, at their election, rescind the Settlement Agreement and all actions taken in furtherance of it will thereby be null and void.

27. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the Class Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the Class Member fourteen (14) calendar days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

28. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Motion for Final Approval of Settlement Agreement, and the Motion for Approval of the requested Service Awards, Fee Award, Class Counsel's Costs Award, and Settlement Administrator's Costs to be heard at the Final Approval Hearing. Class Counsel shall provide Defendants' Counsel a copy of a draft Motion for Final Approval of Settlement Agreement and for approval of the Service Awards, Fee Award, Class Counsel's Costs Award and Settlement Administrator Costs at least

five (5) business days in advance of filing it with the Court. Named Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than one-hundred and twenty (120) calendar days after Preliminary Approval, and at least thirty (30) calendar days after the Settlement Administrator's deadline to provide the report of objections, opt-outs and awards to determine Final Approval of the settlement and to enter a Final Approval Order:

a. certifying the Operative Complaint as a class action;

b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;

c. approving the Settlement as final and its terms as a fair, reasonable and adequate;

d. approving the payment of the Service Award to Named Plaintiff;

e. approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;

f. approving the Settlement Administrator's fees and expenses for settlement administration;

g. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;

h. directing that the Actions be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Released Claims, and the related claims, if any, of the LWDA;

i. adjudging that the Participating Individuals are conclusively deemed to have released the Released Parties of the applicable Released Claims, and barring each Participating Individual from prosecuting any and all applicable Released Claims against the Released Parties pursuant to this Agreement;

j. directing that a Final Judgment be entered; and

k. retaining continuing jurisdiction over the Actions for purposes only of overseeing all settlement administration matters.

29. **Post Judgment Report.** At the conclusion of the 180-day check cashing period set forth below and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Participating Individuals, Class Counsel shall submit a post-judgment report to the Court of regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

SETTLEMENT FUNDS AND AWARD CALCULATION

30. **Funding of Settlement.** The Settlement Administrator will administer this Settlement. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. Within thirty (30) calendar days of the Effective Date of the Settlement, Defendants shall deposit the Gross Settlement Amount into the Settlement Administrator's designated account. Defendants shall not have access to the Gross Settlement Amount once those funds are deposited into the Settlement Administrator's designated account, including any earned interest accrued following deposit. Any interest gained on the Gross Settlement Amount in the Settlement Administrator's designated account shall be deemed part of the Gross Settlement Amount. The Gross Settlement Amount is fully non-reversionary. All disbursements shall be made from the Gross Settlement Amount.

31. **Payments.** Subject to the Court's Final Approval Order and the occurrence of the Effective Date, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

a. **Service Awards to Named Plaintiff.** Named Plaintiff shall receive no greater than Ten Thousand Dollars ($10,000.00). This payment shall be made within ten (10) calendar days after Defendants' deadline to deposit the Gross Settlement Amount into the Settlement Administrator's designated account or as soon as reasonably practicable thereafter. If the Court approves the Service Award in amounts less than what Named Plaintiff requests, the reduction in the Service Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Award in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective. The Named Plaintiff assumes full responsibility for paying all taxes, if any, due as a result of the Service Award.

b. **Fee Award and Costs Award.**

i. Class Counsel shall receive the Fee Award, which will compensate Class Counsel for all work performed in the Actions as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Actions. In addition, Class Counsel shall, subject to Court approval, receive the Costs Award. These payments of attorneys' fees and costs shall be made within ten (10) calendar days after Defendants' deadline to deposit the Gross Settlement Amount into the Settlement Administrator's designated account or as soon as reasonably practicable thereafter.

ii. The approved Fee Award and Costs Award, even if less than what Class Counsel requests, shall constitute full satisfaction of the Released Parties' obligations to pay amounts to any person, attorney, or law firm for attorneys' fees or costs in the Actions on behalf of Named Plaintiff and/or any other Participating Individual, and shall relieve the Released Parties from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs which any of them may claim to be entitled on behalf of Named Plaintiff or any other Participating Individual. If the Court approves a Fee Award and/or Costs Award in an amount less than what

Class Counsel requests, the reduction in the Fee Award and/or Costs Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Fee Award and/or Costs Award in any way delay or preclude the judgment from becoming a Final or the Settlement from becoming effective. Class Counsel shall not petition the Court for any additional payments for attorneys' fees, costs, interest or any other payment from Defendants in connection with this Agreement other than as provided herein. Plaintiff and Class counsel represents that no other counsel has been involved in or has any claim for fees or costs associated with the Actions or has represented Plaintiff in connection with the Actions or any other contemplated action against Defendants concerning the subject matter of the Actions.

iii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment(s) made to Class Counsel.

c. **Labor and Workforce Development Agency Payment and Net PAGA Amount for Distribution.** The Parties agree that the amount of $20,000 from the Gross Settlement Amount will be paid in settlement of all individual and representative claims pursuant to PAGA in the Actions. Sixty-Five Percent (65%), or $13,000, of this sum will be paid to the LWDA. Thirty-Five Percent (35%), or $7,000, will be allocated to the Net PAGA Amount to be distributed to Aggrieved Employees as set forth below. The payment to the LWDA shall be made by the Settlement Administrator within ten (10) calendar days after Defendants' deadline to deposit the Gross Settlement Amount into the Settlement Administrator's designated account or as soon as reasonably practicable thereafter.

d. **Settlement Administration Costs.** Settlement Administrator's Costs shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.

e. **Settlement Awards to Eligible Class Members.** Settlement Awards shall be made to Participating Individuals as set forth below in Paragraph 35.

32. **No Claim Based Upon Distributions or Payments in Accordance with This Settlement Agreement.** No person shall have any claim against the Released Parties, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

33. **Settlement Award Eligibility.** Subject to the Court's Final Approval Order and the occurrence of the Effective Date, all Participating Individuals shall be paid a Settlement Award from the Net Settlement Amount and/or the Net PAGA Amount as set forth below:

34. Any Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice shall automatically be deemed a Participating Individual whose rights and claims with respect to the issues raised in the Actions are determined by any order the Court enters granting Final Approval, and any judgment

the Court ultimately enters in the Actions and are subject to the Class Released Claims (as defined in Paragraph 18 above). Any such Class Member's rights to pursue any Class Released Claims will be extinguished if they do not timely request exclusion. Any Aggrieved Employee will be automatically deemed a Participating Individual as determined by any order by the Court approving the Settlement, and their rights to pursue any PAGA Released Claims (as defined in Paragraph 19 above) will be extinguished. Any Aggrieved Employee will not have a right to request exclusion from the PAGA Released Claims in the Settlement.

35. **Settlement Award Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to Participating Individuals based on the below formulas:

a. Class Members who do not timely request exclusion shall receive a *pro rata* portion of the Net Settlement Amount as follows: For each week during which the Class Member who did not timely request exclusion performed work for Defendants, they shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Class Member who did not timely request exclusion worked at any time in California during the Class Period. The total number of workweeks may be determined by reference to weeks worked by Class Member who did not timely request exclusion as reflected in timekeeping, payroll, and/or other records. A Class Member who timely requests exclusion will not receive a *pro rata* portion of the Net Settlement Amount.

b. Aggrieved Employees shall also receive a *pro rata* portion of the Net PAGA Amount as follows:

i. For each week during which the Aggrieved Employees performed work for Defendants, they shall be eligible to receive a *pro rata* portion of the Net PAGA Amount based on the number of workweeks the Aggrieved Employee worked at any time in California during the PAGA Period. The resulting share of the Net PAGA Amount per Participating Individual, if any, will be added to the Participating Individual's share of the Net Settlement Amount, to determine the Participating Individual's Settlement Award. The total number of workweeks may be determined by reference to weeks worked as reflected in timekeeping, payroll, and/or other records.

36. The Class is estimated to include approximately 23,013 workweeks from October 1, 2020 through June 3, 2025. Should the number of work weeks between October 1, 2020 through June 3, 2025 increase by more than 10% of the total estimate stated (23,013 x 110% = 25,315 workweeks as of June 3, 2025), then Defendant shall have the option to either (1) increase the Gross Settlement Amount on a proportional basis (i.e., if there is a 11% increase in the number work weeks, the Gross Settlement Amount shall increase by 1%), or (2) end the Class Period on the date after the number of workweeks reaches 25,315.

37. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated minimum payment the Class Member is expected to receive assuming full participation of all Class Members.

38. All Settlement Award determinations shall be based on the pay periods and/or weeks worked (as applicable) as reflected by the Released Parties' timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Class Member is not a Class Member, or an individual who was not previously identified as a Class Member is in fact a Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

39. **Settlement Award Allocations.** Any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties. For the remainder of each Settlement Award that is provided from the Net Settlement Amount, twenty percent (20%) of each Settlement Award shall be allocated as wages, and eighty percent (80%) of each Settlement Award shall be allocated as penalties and interest. Settlement Awards will be paid out to Participating Individuals subject to reduction for all employees' share of withholdings and taxes associated with the wage-portion of the Settlement Awards, for which Participating Individuals shall be issued an IRS Form W-2 for the portions of the Settlement Awards that are allocated to wages, if any. Participating Individuals will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties and interest. The Settlement Administrator shall provide Defendants' Counsel with a final Settlement Award calculation award for each Participating Individual within seven (7) calendar days after the Effective Date. Amounts withheld will be remitted by the Settlement Administrator from the Net Settlement Amount to the appropriate governmental authorities. Defendants shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award.

40. Class Counsel and Defendants' Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Class Member. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

41. The payments made to Participating Individuals pursuant to this Settlement Agreement are not being made for any other purpose and shall not be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation, and no benefits, including but not limited to pension and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement, unless required by the plan documents or otherwise required by law.

42. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a final report of all Settlement Awards, no more than ten (10) business days after the Effective Date.

43. The Settlement Administrator shall mail all Settlement Awards to Participating Individuals within ten (10) calendar days after Defendants' deadline to deposit the Gross Settlement Amount into the Settlement Administrator's designated account or as soon as reasonably practicable thereafter. The Settlement Administrator shall then provide written certification of mailing to Class Counsel and Defendants' Counsel.

44. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect. With ninety (90) calendar days remaining, a reminder letter, an example of which is attached hereto as **Exhibit 4**, will be sent via U.S. mail to those who have not yet cashed their settlement check. At the conclusion of the 180-day check cashing deadline, Participating Individuals who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released the Named Plaintiff's Released Claims or Participating Individuals' Released Claims.

45. **Remaining Monies.** If, at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed, subject to the Court's approval, to Farmworkers Foundation, the cy pres recipient designated by the Parties.

a. Within twenty-one (21) calendar days after the distribution of any funds in the Gross Settlement Amount, Class Counsel will file a "Post-Distribution Accounting." The Post-Distribution Accounting will set forth the Gross Settlement Amount, the total number of Class Members, the total number of Class Members to whom notice was sent and not returned as undeliverable, the number and percentage of opt-outs, the number and percentage of objections, the average and median recovery per Participating Individual, the largest and smallest amounts paid to Participating Individuals, the method(s) of notice and the method(s) of payment to Participating Individuals, the number and value of checks not cashed, the amounts distributed to the cy pres recipient (if applicable), the PAGA Payment, the Settlement Administrator's Costs, the Fee Award and Costs Award, the attorneys' fees in terms of percentage of the Gross Settlement Amount, and the multiplier, if any.

MISCELLANEOUS

46. **Submissions to the LWDA.** At the same time as they submit this Class Action Settlement Agreement and Release to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Settlement Agreement to the LWDA, as required by California Labor Code § 2699(*l*)(2). Within ten (10) calendar days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(*l*)(3).

47. **Confidentiality.** The Named Plaintiff and their Counsel agree to keep the facts and terms of this Settlement confidential until approval of the Settlement is sought from the Court to the extent permitted by law. Thereafter, the Named Plaintiff and their Counsel agree that they will not issue a press release or hold any press conferences or initiate contact with a member of the press, including on social media, about this case and/or the fact, amount or terms of the Settlement to the extent permitted by law. If the Named Plaintiff is contacted by the press about the Settlement, they will respond only that the case has been resolved. Nothing in this Paragraph shall prevent Class Counsel from communicating with the Class Members, the LWDA, or the Court in which the Actions are pending, as may be required to carry out the terms of this Settlement and/or fulfill their ethical responsibilities under the Settlement and to their respective clients. Nothing in this

provision is intended to violate applicable state law and this provision will be interpreted in accordance with applicable state law.

48. **No Admission of Liability.** Defendants expressly deny any wrongdoing whatsoever and all of the claims and allegations in the Actions. Defendants expressly deny that the Released Parties have violated the PAGA, California wage and hour laws, or any other provision of federal, state or local law with respect to any of their employees. This Settlement Agreement and all related documents are not and shall not be construed as an admission by the Released Parties of any fault or liability or wrongdoing. If this Settlement Agreement does not become Final, this Settlement Agreement, and/or the circumstances leading to this Settlement Agreement, may not be used as an admission by the Released Parties of any wrongdoing or evidence of any wrongdoing by the Released Parties.

49. **Defendants' Legal Fees.** Defendants' legal fees and expenses in the Actions shall be borne by Defendants, except that this Settlement Agreement does not affect any rights or agreements between or among Defendants concerning indemnification.

50. **Nullification of the Settlement Agreement.** In the event that (a) the Court does not preliminarily or finally approve the Settlement as provided herein, (b) the Settlement does not become Final for any other reason, or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the Settlement for approval within thirty (30) calendar days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Settlement Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Settlement Agreement and that this Settlement Agreement shall not be used in evidence or argument in any other aspect of their litigation.

51. **Reduced Service Awards, Fee Award, or Costs Award Not a Basis for Voiding Settlement.** If the Court approves a Service Award, a Fee Award, and/or Costs Award in amounts less than what Named Plaintiff and/or Class Counsel request, the Parties agree that the reduction in the Service Award, Fee Award, and/or Costs Award will not be a basis for nullification of this Settlement. Nor will a reduction in the Service Award, Fee Award, or Costs Award in any way delay or preclude the judgment from becoming Final or the Settlement from becoming effective. Any amount resulting from the reduction in the Service Award, Fee Awards, and/or Costs Award shall be included in the Net Settlement Amount.

52. **Inadmissibility of Settlement Agreement.** Except for purposes of settling the Actions, or enforcing this Settlement Agreement's terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Settlement Agreement, nor its terms, nor any document, statement, proceeding, or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to any of the Parties or the Released Parties, including, without limitation, evidence of a presumption, concession, indication, or admission by any of the Parties or the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

53. **Computation of Time.** For purposes of this Settlement Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday, such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

54. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Actions, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

55. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all Parties hereto.

56. **Entire Settlement Agreement.** Other than continuing obligations under any confidentiality agreement or any mutual agreement to arbitrate entered into by the Parties, if applicable, Plaintiff's separate settlement agreement described in paragraph 20, or other continuing obligations under applicable Defendants' policies, herein incorporated by reference, this Settlement Agreement with exhibits constitutes the entire agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect, other than any obligation which, by its terms or by operation of law, survives the termination of Named Plaintiff's employment (including but not limited to any obligation to protect proprietary information and any agreement to arbitrate), all of which shall remain unaffected by this Settlement Agreement. Such agreements shall also be enforced to the extent allowed by applicable federal, state, or local law. Each of the Parties acknowledges that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Settlement Agreement concerning the subject matter of this Settlement Agreement. The Parties agree that there is no waiver of Defendants' right to compel arbitration by virtue of this Settlement Agreement and settlement process contemplated herein, should the Settlement not be approved. No rights hereunder may be waived except in writing.

57. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Settlement Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Settlement Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties shall seek the assistance of a mediator.

58. **Binding on Successors and Assigns.** This Settlement shall be binding upon, and inure to the benefit of Named Plaintiff, the Released Parties, the Participating Individuals and their heirs, beneficiaries, executors, attorneys, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate, or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

59. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Settlement Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

60. **No Signature Required by Participating Individuals.** Only the Named Plaintiff will be required to execute this Settlement Agreement. The Settlement Notice will advise all Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Participating Individual.

61. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement Agreement; hence the drafting of this Settlement Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Settlement Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

62. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the mediator and/or the Court to resolve such disagreement. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement, noting that the cost of administering the Settlement shall be deducted from the Gross Settlement Amount subject to approval by the Court.

63. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

64. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and

judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

DocuSigned by:

PLAINTIFF: HOWARD GLOVER Date: 12/30/2025, 2025

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Howard Glover

APPROVED AS TO FORM BY CLASS COUNSEL:

DocuSigned by:

Nazo Koulloukian Date: 12/30/2025, 2025

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Nazo Koulloukian
KOUL LAW FIRM, APC

Attorneys for Plaintiff Howard Glover

DocuSigned by:

DEFENDANT: Dana Vivier Date: 12/18/2025, 2025

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Dana Vivier, Chief Financial Officer
on behalf of Far Niente Wine Estates LLC

DocuSigned by:

DEFENDANT: Dana Vivier Date: 12/18/2025, 2025

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Dana Vivier, Designated Signatory:
on behalf of Far Niente Wine Estates Management LLC

DocuSigned by:

DEFENDANT: Dana Vivier Date: 12/18/2025, 2025

02BE2662BEF74A7...

Dana Vivier, Chief Financial Officer:
on behalf of FN Cellars, LLC

APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:

_______________________________ Date: December 22, 2025

Sarah K. Hamilton
Kelsey E. Link
CONSTANGY, BROOKS, SMITH & PROPHETE LLP
601 Montgomery Street, Suite 350
San Francisco, CA 94111

Attorneys for Defendants Far Niente Wine Estates LLC, Far Niente Wine Estates Management LLC, and FN Cellars, LLC

Exhibit 1

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Glover v. Far Niente Wine Estates LLC, et al.

Case No. 24CV001725

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a class action lawsuit (referred to as "Action") against Far Niente Wine Estates LLC, Far Niente Wine Estates Management LLC, and FN Cellars, LLC (called "Defendants" in this notice) for alleged wage and hour violations under California law.

You are receiving this notice because Defendants' records show that you worked as a non-exempt (hourly) employee between October 1, 2020 and November 15, 2025 (the "Class Period").

The Action was filed by former employee Howard Glover ("Plaintiff"). It seeks to recover unpaid wages and other compensation for hourly employees ("Class Members") who worked for Defendants between October 1, 2020 and November 15, 2025, and to recover civil penalties under the California Private Attorneys General Act (PAGA) for hourly employees who worked for Defendants between September 27, 2023 and November 15, 2025 ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $______ (less withholding) and your Individual PAGA Payment is estimated to be $______**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked ________ workweeks** during the Class Period and **you worked ______ pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and this Notice. However, the Court has not yet granted final approval. Your legal rights will be affected whether you take action or not, so please read this Notice carefully. At the Final Approval Hearing, the Court will decide whether to give final approval to the Settlement, determine attorneys' fees and costs, and decide whether to enter a judgment requiring Defendants to make the payments described in this Notice. The Court will also decide whether Class Members and Aggrieved Employees must give up their rights to pursue the same claims covered by this Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ________________**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Individuals Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by**	All Class Members who do not opt out of the Settlement (referred to as "Participating Class Individuals" in the Settlement Agreement) have the right to object to any aspect of the proposed Settlement. When deciding whether to grant final approval, the Court will also determine the amounts to be paid to Class Counsel and to Plaintiff for their work in pursuing the Action on behalf of the Class. You will not be personally responsible for paying any portion of these amounts; however, any sums awarded to Class Counsel or Plaintiff will reduce the total amount available to Participating Individuals. If you believe the amounts requested for attorneys' fees, costs, or the Class Representative Service Award are unreasonable, you may object as described in Section 7 of this Notice.
You Can Participate in the ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** ______________	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by __________________________. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of FN Cellars, LLC and alleges claims against Defendants arising out of that employment. The Action accuses Defendants of violating California labor laws by failing to pay for all hours worked, including overtime hours worked, improper calculation of regular rate, failing to pay all wages owed twice per month, failing to pay minimum wage, failing to provide rest breaks, failing to provide uninterrupted meal breaks, failing to reimburse for required business expenses, failing to pay wages due upon termination, failing to provide accurate itemized wage statements, failing to produce personnel records, and violating the Business & Professions Code §§ 17200, *et seq*., among other wage and hour alleged violations Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Nazo Koulloukian, Esq., of Koul Law Firm, APC. ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not decided whether Plaintiff or Defendants would win if the case went to trial. Instead, both sides agreed to try to resolve the case through mediation with a neutral mediator, a retired judge. This process allowed the Parties to explore a mutually acceptable resolution rather than continue the time-consuming and expensive process of litigation. The mediation was successful. Plaintiff and Defendants have signed a written Settlement Agreement and jointly asked the Court to approve it. The proposed Settlement represents a compromise of disputed claims—it is not an admission of wrongdoing. By agreeing to settle, Defendants do not admit that they violated any laws or that any of the claims have merit.

3. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. <u>Defendants Will Pay $430,000 as the Gross Settlement Amount (Gross Settlement).</u> Defendants have agreed to deposit the Gross Settlement Amount into an account managed by the Settlement Administrator. The Administrator will use these funds to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative

Service Payment, Class Counsel's attorneys' fees and litigation costs, the Administrator's expenses, and the PAGA penalties owed to the California Labor and Workforce Development Agency (LWDA). If the Court grants Final Approval of the Settlement, Defendants will fund the Gross Settlement within 30 calendar days after the Effective Date. The Effective Date is ten (10) calendar days after the Settlement becomes final. The Judgment becomes final on the date it is entered by the Court, unless an objection or appeal is filed, in which case the Judgment will become final once all appeals or objections have been fully resolved.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and Class Counsel will ask the Court to approve certain deductions from the Gross Settlement Amount. The Court will determine the exact amounts of these deductions at the hearing.

    A. Up to $ 143,333.33 (1/3 of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without any payment.

    B. Up to $10,000 as a Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. An estimated amount of under $10,000 to Administrator for services administering the Settlement.

    D. Up to $20,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

   Participating Individuals have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Individuals based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment as taxable wages (the "Wage Portion") and 80% as payment for interest and penalties (the "Non-Wage Portion"). The Wage Portion will be subject to standard payroll withholdings and reported on an IRS Form W-2. Defendants will separately pay any employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are treated entirely as penalties for tax purposes, not as wages. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portion of each Individual Class Payment on IRS Form 1099.

Although Plaintiff and Defendants have agreed to the above tax allocations, neither side is providing you with tax advice or making any representation about whether your payments are taxable or how much you may owe. You are solely responsible for paying any taxes (including any penalties or interest) that may apply to the payments you receive under this Settlement. If you have questions about the tax consequences of your payment, you should consult a qualified tax advisor.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the money will irrevocably be lost because it will be paid to a local non-profit organization – Farmworker Foundation.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Individual, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than ________________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the ______________ Response Deadline. The Request for Exclusion should be a letter that includes your name, present address, telephone number, and a simple statement that you want to be excluded from the Settlement. If you opt out (also called a Non-Participating Individual), you will not receive an Individual Class Payment but will keep your right to personally pursue your own wage and hour claims against Defendants.

   You cannot opt out of the PAGA portion of the Settlement. Even if you exclude yourself from the Class Settlement, you will still receive an Individual PAGA Payment (if eligible) and will give up your right to pursue PAGA claims based on the same facts alleged in this Action.

7. What Happens if the Court Does not Approve the Settlement? It is possible the If the Court does not grant Final Approval of the Settlement, or if the Court's Judgment is later reversed on appeal, the Settlement will be void. In that event, Defendants will not be required to pay any money, and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed ILYM Group, Inc. as the neutral Settlement Administrator. The Administrator is responsible for sending this Notice, calculating and issuing settlement payments, and processing any Requests for Exclusion from Class Members. The Administrator will also review and decide any challenges regarding workweeks, mail and re-mail settlement checks and tax forms, and perform all other tasks necessary to properly administer the Settlement. The Administrator's contact information can be found in Section 9 of this Notice.

9. Participating Individuals' Release. After the Court's Judgment becomes final, and once Defendants have fully funded the Gross Settlement and paid all required employer

payroll taxes, Participating Individuals will be legally barred from bringing or continuing any of the claims released under this Settlement. This means that, unless you validly opted out of the Class Settlement, you cannot sue, continue to sue, or join any other lawsuit against Defendants or their related entities for any wage and hour claims based on the Class Period facts, or for any PAGA penalties based on the PAGA Period facts, as alleged in the Actions (as defined in the Settlement Agreement) and as resolved by this Settlement.

The Participating Individuals will be bound by the following release:

> Upon Final Approval of this Settlement Agreement, Named Plaintiff on his own behalf and as the class representative, all Class Members who did not opt out of this lawsuit by filing a timely, valid request for exclusion from the settlement, and all persons purporting to act on their behalf, including, but not limited to, their dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity (collectively, the "Releasing Parties") shall and hereby do release and discharge all Released Parties, finally, irrevocably, forever, and with prejudice, from all claims, rights, damages, liquidated damages, premiums, wages, compensation, reimbursement, punitive or statutory damages, penalties, liabilities, costs, expenses, attorneys' fees, interest, restitution, equitable relief, injunctive relief, declaratory relief, accounting, losses, or causes of action alleged in the Actions and/or that could have been alleged in the Actions (as defined in Paragraph 2.a of the Agreement), under the laws of any jurisdiction, including federal law, state or local law, and common law, whether at law or equity, arising out of, or reasonably relating to, the claims, facts, and allegations pled in the Actions, including but not limited to the Operative Complaint and Amended PAGA Letter(s), during the Class Period. This shall include any claims during the Class Period for the purported payment or nonpayment of compensation and other payments (including, but not limited to, wages, minimum wages, straight time, overtime (including double time), reporting time pay, commissions, bonuses, vacation time, and/or premium pay), failure to pay for all hours worked (including, but not limited to, off-the-clock, split shift, donning and doffing, meal and rest periods, rounding/time shaving, editing and/or manipulation of time entries, and auto-deduction of meal periods), failure to incorporate non-discretionary bonuses/incentives/commissions and/or other forms of pay when calculating an employee's regular rate, failure to timely pay wages during employment (including, but not limited to, failure to pay all wages owed twice per month), failure to pay wages at termination/resignation/separation (including, but not limited to, paid time off and vacation time), failure to provide meal breaks and otherwise requiring on-duty/on-call meal periods, failure to provide rest breaks, failure to pay overtime and/or premiums and/or sick time pay based on an accurate regular rate of pay, failure to provide timely and compliant wage statements, failure to maintain required records (including but not limited to

failure to accurately record time including all time worked), failure to reimburse for all reasonable business expenses (including, but not limited to, cell phones, equipment and tools, internet, home office, uniforms and boots, required clothing, travel expenses, mileage), failure to comply with Business and Professions Code § 17200 et seq., failure to comply with the Wage Theft Protection Act, and failing to comply with California Labor Code, applicable wage orders, and Civil Code § 3287(b) and 3289, Government Code § 12952, related premiums, statutory penalties, waiting time penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, equitable relief, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy (collectively, "Class Released Claims"). "Released Parties" means Defendants and any of their past, present, and future direct or indirect parents, affiliates, subsidiaries, communities, divisions, joint employers, predecessors, successors, and assigns, and each of their current or former officers, directors, board members, trustees, owners, shareholders, investors, employees, agents, attorneys, auditors, accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their behalf, as well as any individual or entity that could be liable for any of the Released Claims

10. <u>Aggrieved Employees' PAGA Release</u>. After the Court's Judgment becomes final, and once Defendants have paid the Gross Settlement and all required employer payroll taxes, all Aggrieved Employees will be barred from asserting any PAGA claims against Defendants—whether or not they excluded themselves from the Class Settlement. This means that all Aggrieved Employees, including both Class Members and those who opted out of the Class Settlement, cannot sue, continue to sue, or take part in any other PAGA action against Defendants or their related entities based on the PAGA Period facts alleged in this Action and resolved through this Settlement.

The Aggrieved Employees' will be bound by the following release:

> Upon final approval of this Settlement Agreement, Plaintiff, on behalf of the LWDA and the State of California, and Aggrieved Employees, and all persons purporting to act on their behalf, including, but not limited to, their dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity, shall and hereby does release and discharge all Released Parties, finally, forever and with prejudice, from any and all claims and rights to recover civil penalties, costs, expenses, attorneys' fees, interest, injunctive relief, declaratory relief, and/or accounting, against the Released Parties from any and all causes of action under the Private Attorneys' General Act ("PAGA") arising out of, or reasonably relating to, the claims, facts and allegations pled in the Actions (as defined in Paragraph 2.a of the Agreement), including but not limited to those alleged in any of the complaints filed in the Actions, the Operative Complaint, Amended PAGA

Letter(s) as well as and any and all related letters to the LWDA and any amended letters, during the PAGA Period. This shall include any claims during the PAGA Period pursuant to PAGA for the purported payment or nonpayment of compensation and other payments (including, but not limited to, wages, minimum wages, straight time, overtime (including double time), reporting time pay, commissions, bonuses, vacation time, and/or premium pay), failure to pay for all hours worked (including, but not limited to, off-the-clock, split shift, donning and doffing, meal and rest periods, rounding/time shaving, editing and/or manipulation of time entries, and auto-deduction of meal periods), failure to incorporate non-discretionary bonuses/incentives/commissions and/or other forms of pay when calculating an employee's regular rate, failure to timely pay wages during employment (including, but not limited to, failure to pay all wages owed twice per month), failure to pay wages at termination/resignation/separation (including, but not limited to, paid time off and vacation time), failure to provide meal breaks and otherwise requiring on-duty/on-call meal periods, failure to provide rest breaks, failure to pay overtime and/or premiums and/or sick time pay based on an accurate regular rate of pay, failure to provide timely and compliant wage statements, failure to maintain required records (including but not limited to failure to accurately record time including all time worked), failure to reimburse for all reasonable business expenses (including, but not limited to, cell phones, equipment and tools, internet, home office, uniforms and boots, required clothing, travel expenses, mileage), failure to comply with Business and Professions Code § 17200 et seq., failure to comply with the Wage Theft Protection Act, and failing to comply with California Labor Code, applicable wages orders, and Civil Code § 3287(b) and 3289; related premiums, statutory penalties, waiting time penalties, or civil penalties; costs; attorneys' fees; equitable relief; injunctive relief; declaratory relief; or accounting (collectively, "PAGA Released Claims"). The Parties agree that there shall be no right for any Aggrieved Employees to opt out or otherwise exclude themselves from the release of PAGA claims. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law and shall also be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against the Released Parties on behalf of the Aggrieved Employees for any PAGA Released Claims (i.e., the Judgment on this Settlement will have res judicata effect as to those claims of Aggrieved Employees, the LWDA, and State of the California, whether pursued directly by the LWDA or by a representative pursuant to PAGA).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Settlement Administrator will calculate each Individual Class Payment by dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members, and then multiplying that figure by the number of workweeks you worked during the Class Period.

2. Individual PAGA Payments. The Settlement Administrator will calculate each Individual PAGA Payment by dividing $_______ (the portion of the Settlement allocated to PAGA payments) by the total number of PAGA pay periods worked by all Aggrieved Employees, and then multiplying that amount by the number of PAGA pay periods you worked during the PAGA Period.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as shown in Defendants' records, are written on the first page of this Notice. You have until _______________ to challenge the number of Workweeks and/or Pay Periods. Your letter may be sent by mail, email, or fax. The Administrator's contact information is provided in Section 9 of this Notice.

   You must support your challenge by sending copies of pay stubs or other records that show the number of weeks or pay periods you worked. The Settlement Administrator will rely on Defendants' records as accurate unless you provide documents that show otherwise. Please send copies, not originals, because the documents will not be returned to you. The Administrator will review your submission, along with input from Class Counsel (who will advocate on behalf of Participating Individuals) and Defendants' Counsel, and will make a final determination. The Administrator's decision will be final and binding, and you will not be able to appeal or further challenge it.

5. HOW WILL I GET PAID?

1. Participating Individuals. The Settlement Administrator will send, by U.S. mail, a single check to each Participating Individual—that is, every Class Member who does not opt out of the Settlement—including those who also qualify as Aggrieved Employees. This single check will combine both your Individual Class Payment and your Individual PAGA Payment (if applicable).

2. Non-Participating Individuals. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to each Aggrieved Employee who opts out of the Class Settlement (that is, each Non-Participating Class Member).

   Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To exclude yourself from the Class Settlement, you must submit a written and signed letter stating that you do not wish to participate in the Settlement. Your letter must include your full name, current address, telephone number, approximate dates of employment, and Social Security number (for verification purposes). You should also identify this case as *Glover v. Far Niente Wine Estates LLC, et al.*

Your request must be personally signed by you; requests submitted by anyone else will not be valid. The Settlement Administrator will treat any written communication that clearly expresses your intent to be excluded as a valid Request for Exclusion, provided it is received no later than [insert deadline]. Requests received after that date will be invalid.

The Administrator's contact information can be found in Section 9 of this Notice.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Individuals—those who do not opt out of the Class Settlement—have the right to object to the proposed Settlement. Before deciding whether to object, you may wish to review the documents that Plaintiff and Defendants will file with the Court in support of approval. At least 16 court days before the Final Approval Hearing, Class Counsel will file two motions with the Court: (1) a Motion for Final Approval, which explains why the proposed Settlement is fair, reasonable, and adequate; and (2) a Motion for Attorneys' Fees, Litigation Expenses, and Service Award, which sets forth the amounts requested for attorneys' fees and costs and for the Class Representative Service Award.

Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [INSERT URL] or the Court's website [INSERT URL].

A Participating Individual who disagrees with any aspect of the Settlement Agreement, the Motion for Final Approval, or the Motion for Attorneys' Fees, Litigation Expenses, and Service Award may object to the Settlement. For example, you may object if you believe the Settlement is unfair, or if you think the amounts requested for attorneys' fees, costs, or the Class Representative Service Award are too high or too low.

Your written objection must be sent to the Settlement Administrator no later than [RESPONSE DEADLINE]. In your objection, clearly state what you object to, the reasons for your objection, and any facts that support it. You must also identify this case as Glover v. Far Niente Wine Estates LLC, et al., and include your full name, current address, telephone number, approximate dates of employment with Defendants, and your signature. The Administrator's contact information is provided in Section 9 of this Notice.

Alternatively, you may choose to appear at the Final Approval Hearing to present your objection in person. You may do so on your own or through an attorney that you hire at your own expense. Whether you appear personally or through an attorney, you should be prepared to explain what you object to, why you object, and any facts supporting your position. See Section 8 of this Notice for details regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ______________ at __(time) in Department ___ of the Napa County Superior Court, located at 825 Brown Street, Napa, CA 94559. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ______________________________ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc.'s website at ___________(url) ________________________. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://www.napa.courts.ca.gov/case-lookup-and-self-service) and entering the Case Number for the Action, Case No. 24CV001725.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Name of Attorney: Nazo Koulloukian
Email Address: nazo@koullaw.com
Name of Firm: Koul Law Firm, APC
Mailing Address: 217 S. Kenwood St., Glendale, CA 91205
Telephone: 213-325-3032

Settlement Administrator:
Name of Company: ILYM Group, Inc
Mailing Address: 2832 Walnut Ave., Ste C, Tustin, CA 92780
Telephone: (888) 250-6810
Fax Number: (888) 845-6185
https://www.ilymgroup.com/

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator can issue a replacement, provided you request it before the void date shown on the check. Once the check becomes void, however, it cannot be reissued, and the funds will instead be donated to a local non-profit organization, the **Napa Valley Farmworker Foundation**.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 2

Exhibit 4

____, 2025

XX

Reminder to Cash Settlement Check

***Glover v. Far Niente Wine Estates LLC, et al.*, Case No. 24CV001725**

You are receiving this postcard as a reminder to cash the settlement check issued to you in the lawsuit titled *Glover v. Far Niente Wine Estates LLC, et al.,* Case No. 24CV001725.

The expiration (void) date is printed on the front of your check. If you do not cash your check by that date, it will be automatically cancelled and the funds will be sent to a local non-profit organization, the Napa Valley Farmworker Foundation. After that date, you will not be able to recover the money.

If you lose or misplace your settlement check before cashing it, you may request a replacement from the Administrator, provided the request is made before the void date listed on the original check.

Please contact the Settlement Administrator at:

ILYM Group, Inc.
2832 Walnut Ave. Ste C
Tustin, CA 92780
Telephone: (888) 250-6810
Fax Number: (888) 845-6185
https://www.ilymgroup.com/