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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF NAPA**
10

11 MOISES MARTINEZ SANTA CRUZ,
12 individually, and on behalf of all others similarly
situated,

13 Plaintiff,

14 vs.
15

16 BARBOUR VINEYARDS MANAGEMENT,
17 LLC, a California limited liability company;
18 BARBOUR VINEYARDS, LLC, a California
limited liability company; and DOES 1 through
10, inclusive,

19 Defendants
20

Case No.: 24CV002304

Assigned for All Purposes to:
Hon. Cynthia P. Smith, Dept. 7

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Complaint Filed: December 27, 2024
Trial Date: None Set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Moises Martinez Santa Cruz (“Plaintiff”), on behalf of himself and the putative Class Members and PAGA Members, and Defendants Barbour Vineyards Management, LLC, and Barbour Vineyards, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s First Amended Complaint alleging wage and hour violations against Defendants captioned *Moises Martinez Santa Cruz, individually, and on behalf of all others similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act (“PAGA”) vs. Barbour Vineyards Management, LLC., a California limited liability company, and Barbour Vineyards, LLC, a California limited liability company; and DOES 1 through 10, inclusive*, Case No. 24CV002304 initiated on December 27, 2024, and pending in Superior Court of the State of California, County of Napa.
- 1.2. “Administrator” or “Settlement Administrator” means Apex Class Action, LLC (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “PAGA Member” means all persons who worked for Defendants in California as hourly, non-exempt employees at any time during the PAGA Period.
- 1.5. “Class” or “Class Members” means all persons who worked for Defendants in California as hourly, non-exempt employees at any time during the Class Period.
- 1.6. “Class Counsel” means THE SENTINEL FIRM, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and

expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and dates of employment.

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.11. “Class Period” means the period from December 27, 2020 through the date the Court grants preliminary approval of the settlement, subject to Paragraph 8 of the Agreement.

1.12. “Class Representative” means the named Plaintiff Moises Martinez Santa Cruz in the operative complaint in the Action seeking Court approval to serve as a Class Representative for settlement purposes only.

1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.14. “Court” means the Superior Court of California, County of Napa.

1.15. “Defendants” means Barbour Vineyards Management, LLC, and Barbour Vineyards LLC.

1.16. “Defense Counsel” means LEWIS BRISBOIS BISGAARD & SMITH LLP.

1.17. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the

Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.20. “Gross Settlement Amount” means **Three Hundred Eighty-Five Thousand Dollars and Zero Cents (\$385,000.00)**, which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, the Class Representative Service Payment, and the Administrator’s Expenses.

1.21. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.22. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Payment calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.23. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.24. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to receive penalty payments under Labor Code § 2699(i).

1.25. “LWDA PAGA Payment” means the 65% of the PAGA Payment, which is paid to the LWDA under Labor Code § 2699(m).

1.26. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.27. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid Request for Exclusion on or before the Response

Deadline.

1.28. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.29. “PAGA Period” means the period from December 26, 2023 through the date the Court grants preliminary approval of the settlement, or as modified pursuant to Paragraph 8 of the Agreement.

1.30. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.31. “PAGA Notice” means Plaintiff’s December 26, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.32. “PAGA Payment” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be \$30,000.00, allocated 35% to the Aggrieved Employees (\$10,500.00) and 65% to the LWDA (\$19,500.00) in settlement of PAGA claims.

1.33. “Participating Class Member” means a Class Member who does not submit a valid Request for Exclusion from the Settlement on or before the Response Deadline.

1.34. “Plaintiff” means Moises Martinez Santa Cruz, the named plaintiff in the Action.

1.35. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.36. “Released Class Claims” means any and all claims that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint which occurred prior to the date of Preliminary Approval of this Settlement, including but not limited to any claims for Failure to Pay Minimum Wages, Failure to Pay Overtime Compensation, Failure to Provide Meal Periods, Failure to Authorized and Permit Rest Breaks, Failure to Indemnify for Necessary Business Expenses, Failure to Timely Pay Final Wages at Termination, Failure to Provide Accurate Wage Statements, Unfair Business Practices, Civil Penalties under PAGA, and all claims for costs, attorneys’ fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto.

1.37. “Released PAGA Claims” means any and all claims for civil penalties under PAGA that were asserted or which could have been asserted in the Action based on the facts alleged in

the PAGA Notice including, but not limited to any claims for Failure to Pay Minimum Wages, Failure to Pay Overtime Compensation, Failure to Provide Meal Periods, Failure to Authorized and Permit Rest Breaks, Failure to Indemnify for Necessary Business Expenses, Failure to Timely Pay Final Wages at Termination, Failure to Provide Accurate Wage Statements, Unfair Business Practices, and all claims for costs, attorneys' fees, civil penalties, statutory penalties, premium pay, and liquidated damages related thereto. This release shall not extend to any claims which occurred outside the PAGA Period.

1.38. "Released Parties" means: Defendants and their respective former, current, and future parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns, and any other person, corporation, association, or partnership responsible or potentially responsible for any claims made or that could have been made in the Action (including, but not limited to, any alleged employers or joint employers of Plaintiff, the Class Members, or the PAGA Members).

1.39. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.40. "Response Deadline" means forty-five (45) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may fax, email, or mail their (a) Requests for Exclusion from the Settlement, (b) Objection to the Settlement, or (c) dispute of Workweeks and/or PAGA Pay Periods allocated to them as part of the Settlement. Class Members to whom Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days (i.e., total of 59 days from the date of mailing of the Notice) to submit Requests for Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks and/or PAGA Pay Periods allocated to them as a part of the Settlement.

1.41. "Settlement" means the disposition of the Action and all related claims effected by this Agreement and the Judgment.

1.42. “Workweek” means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day.

2. **RECITALS.**

2.1. On December 27, 2024, Plaintiff commenced this Action by filing a Complaint in Napa Superior Court alleging causes of action against Defendants for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203 (Failure to Timely Pay Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized Wage Statements); (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). On May 5, 2025, Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants denies the allegations in the Operative Complaint and in the PAGA Notice, denies any failure to comply with the laws identified in the Operative Complaint and/or the PAGA Notice, and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on December 27, 2024.

2.3. On November 24, 2025, the Parties participated in an all-day mediation presided over by Michael Ludwig, Esq., which led to this Agreement to settle the Action, including all claims asserted in the Operative Complaint, and the PAGA Notice.

2.4. Prior to and following the mediation, Plaintiff obtained, through informal discovery, documents, data, and information, including timekeeping records and payroll information for a sampling of the putative class, Defendants’ policies relating to Plaintiff’s claims, and Plaintiff’s personnel files, necessary to evaluate the claims in the Action. Plaintiff’s investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay a maximum of **\$385,000.00** as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$10,000.00, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member, for his time, effort, expense, and risks associated with being a named representative, a broader general waiver of his rights, and participation in the Action as the class representative. Defendants will not oppose Plaintiff's requests for a Class Representative Service Payment that does not exceed this amount. This amount shall come from, and shall not be in addition to, the Gross Settlement Amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the Final Approval Motion. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. An award of less than the requested amount for the Class Representative Service Payment will not give rise to a basis to abrogate the Settlement Agreement, and the Court has the authority, at its discretion, to reduce or increase the Class Representative Service Payment at the final approval stage. The Administrator will pay the Class Representative Service Payment using the appropriate IRS Form 1099 from which no deductions will be made. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payments and agrees to indemnify

Defendants and hold them harmless for any responsibility, liability, claim, complaint, damages, penalties, interest, or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative Service Payment. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount and a Class Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars (\$20,000.00). Defendants will not oppose requests for these payments, provided they do not exceed these amounts. These amounts shall come from, and shall not be in addition to, the Gross Settlement Amount. Plaintiff will seek Court approval for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment in the Final Approval Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more appropriate IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify and hold Defendants harmless from any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on these Payments or from any dispute or controversy regarding any division or sharing of any of these Payments. Should the Court approve less than the amount provided for in this Paragraph, said reduced approval amount shall not be cause to invalidate the Agreement.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$8,490.00 except upon a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than, or the Court approves payment less than this amount, the Administrator will retain the remainder in the Net Settlement Amount. Apex Class Action, LLC has been selected as

the Administrator, based upon its “not to exceed” bid of \$8,490.00.

3.2.4. To Each Participating Class Member: An Individual Class Payment determined on a pro rata basis based on the number of workweeks they worked during the Class Period. Specifically, the Individual Class Payment will be calculated by the Administrator by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portion of each Individual Class Payment is subject to tax withholding and will be reported on an IRS W-2 Form representing payment for wages. The remaining 90% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portion of each Individual Class Payment is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments and agree to indemnify Defendants and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest, or any other actual or potential damages arising from Participating Class Members’ obligations to pay taxes owed on these Payments.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Payment in the amount of \$30,000.00 to

be paid from the Gross Settlement Amount, with 65% (\$19,500.00) allocated to the LWDA PAGA Payment and 35% (\$10,500.00) allocated to Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the PAGA Payment (\$10,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments and agree to indemnify Defendants and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest, or any other actual or potential damages arising from Participating Class Members' obligations to pay taxes owed on these Payments.

3.2.5.2. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.5.3. For tax purposes, Individual PAGA Payments will be allocated and treated as 100% penalties. The Administrator will report the Individual PAGA Payments on the appropriate IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. This Settlement is made based on the estimate that, as of mediation, the estimated 346 class members worked approximately 14,061 workweeks during the Class Period and the Aggrieved Employees worked approximately 4,245 pay periods during the PAGA Period.

4.2. Class Data. Not later than fourteen (14) court days after the Court signs an Order granting Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class

1 Data to effect and perform required tasks under this Agreement. Defendants have a continuing duty to
2 immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying
3 information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any
4 extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties
5 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
6 issues related to missing or omitted Class Data.

7 4.3. Funding of Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount,
8 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion
9 of the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days of the
10 Effective Date.

11 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendants fund
12 the settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class
13 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
14 Payment, Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
15 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel
16 Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement
17 of Individual Class Payments and Individual PAGA Payments.

18 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
19 Individual PAGA Payments and send them to the Class Members via First Class
20 U.S. Mail, postage prepaid. The face of each check shall prominently state the date
21 when the check will be voided, which date shall be one hundred eighty (180) days
22 after the date of mailing. The Administrator will cancel all checks not cashed by the
23 void date. The Administrator will send checks for Individual Settlement Payments
24 to all Participating Class Members (including those for whom Class Notice was
25 returned undelivered). The Administrator will send checks for Individual PAGA
26 Payments to all Aggrieved Employees, including Non-Participating Class Members
27 who qualify as Aggrieved Employees (including those for whom Class Notice was
28 returned undelivered). The Administrator may send Participating Class Members a

single check combining the Individual Class Payment and the Individual PAGA Payment, as applicable. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.4.5. Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Administrator shall also pay Defendant's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI

contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes and forward those amounts to the appropriate Taxing authorities.

5. RELEASES OF CLAIMS.

As of the Effective Date of this Settlement, Plaintiff and the Participating Class Members will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Upon approval of the Settlement and funding of the Gross Settlement Amount, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with his employment with Defendant, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Plaintiff executes this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities

1 Act, and the Employee Retirement Income Security Act, the Consolidated
2 Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform
3 and Control Act the Worker Adjustment and Retraining Notification Act of 1988,
4 the California Worker Adjustment and Retraining Notification Act, the
5 Uniformed Service Employment and Reemployment Rights Act, and any
6 regulation of any administrative agency or governmental authority relating to
7 employment benefits or discrimination or harassment or retaliation in
8 employment; (2) all claims for failure to pay minimum or overtime wages, failure
9 to provide meal periods or rest breaks, failure to provide accurate wage
10 statements, failure to provide payment upon separation and during employment,
11 waiting time penalties, failure to maintain accurate records, failure to reimburse,
12 unlawful deductions, failure to produce payroll and personnel records and any
13 claim for violations of the California Labor Code, and California's Business and
14 Professions Code § 17200 *et seq.*, (3) any non-statutory tort or contractual claim,
15 including all claims for breach of oral, implied, or written contract, breach of
16 implied covenant of good faith and fair dealing, negligent or intentional infliction
17 of emotional distress, and conversion; (4) all claims for wrongful termination of
18 employment; (5) all claims for wages, penalties, and/or benefits; and (6) all
19 claims for attorneys' fees and costs. (Everything released based on the above, as
20 well as everything released as part of the Released Class Claims discussed below,
21 will be referred to as "Plaintiff's Release.") Plaintiff's Release does not extend to
22 any claims for vested benefits, unemployment benefits, disability benefits, social
23 security benefits, or workers' compensation benefits that arose at any time. Plaintiff
24 acknowledges that Plaintiff may discover facts or law different from, or in addition
25 to, the facts or law that Plaintiff now knows or believes to be true, but agrees,
26 nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
27 notwithstanding such different or additional facts or Plaintiff's discovery of them.

28 5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of

Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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.

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will fully, finally and forever release and discharge the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, including any and all claims for failure to pay minimum wage, failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to reimburse business expenses, failure to pay wages at separation, failure to provide accurate wage statements, and/or unfair business practices.

5.3. Release of PAGA Claims and Civil Penalties Under PAGA: Upon approval by the Court and upon funding of the Gross Settlement Amount, Plaintiff, as agent and proxy of the California Labor and Workforce Development Agency ("LWDA") will be deemed to have released the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and PAGA Notice that are alleged to have occurred during the PAGA Period, including all claims for Violation of PAGA arising from any failure to pay minimum wage, failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to reimburse business expenses, failure to pay wages at separation, and/or failure to provide accurate wage statements.

6. MOTION FOR PRELIMINARY APPROVAL.

Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approval.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for

1 approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting
2 Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
3 declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and
4 attesting to its willingness to serve; competency; operative procedures for protecting the security of Class
5 Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts
6 relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any
7 financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from
8 Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or
9 potential conflicts of interest with Class Members or the Administrator; (vi) a signed declaration from each
10 Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to
11 the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)),
12 Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)); and (vii) all
13 facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. In their
14 Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or
15 action asserting claims that will be extinguished or adversely affected by the Settlement.

16 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and
17 filing the Motion for Preliminary Approval no later than thirty (30) days after full execution of this
18 Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in
19 Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for
20 delivering the Court’s Preliminary Approval to the Administrator.

21 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
22 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
23 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
24 in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions
25 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will
26 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith,
27 to modify the Agreement and otherwise satisfy the Court’s concerns.
28

1 **7. SETTLEMENT ADMINISTRATION.**

2 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC
3 ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be
4 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
5 for payment of Administration Expenses. The Parties represent that they have no interest or relationship,
6 financial or otherwise, with the Administrator other than a professional relationship arising out of prior
7 experiences administering settlements.

8 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
9 Identification Number for purposes of calculating payroll tax withholdings and providing reports to state
10 and federal tax authorities.

11 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
12 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

13 7.4. Notice to Class Members.

14 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
15 shall notify Class Counsel that the list has been received and provide the Parties with
16 a spreadsheet showing the Administrator's calculations for the number of Class
17 Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data;
18 the Administrator's calculations for all payroll taxes to be paid by Defendants; and
19 the Administrator's calculations for payments to the Class Members and PAGA
20 Members. The Administrator shall redact all identifying information and instead use
21 employee numbers to differentiate between Class Members and PAGA Members in
22 order to protect their confidential information. This will allow Plaintiff and
23 Defendants the opportunity to review the Administrator's calculations, and the
24 Administrator will confirm receipt and approval of the spreadsheet by the Parties
25 prior to mailing the class notices as required below.

26 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen
27 (14) days after receiving the Class Data, the Administrator will send to all Class
28 Members identified in the Class Data, via first-class United States Postal Service

1 (“USPS”) mail, the Class Notice (with Spanish translation) substantially in the form
2 attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall
3 prominently estimate the dollar amounts of any Individual Class Payment and/or
4 Individual PAGA Payment payable to the Class Member, and the number of
5 Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
6 Before mailing Class Notices, the Administrator shall update Class Member
7 addresses using the National Change of Address database.

8 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
9 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
10 Class Notice using any forwarding address provided by the USPS. If the USPS does
11 not provide a forwarding address, the Administrator shall conduct a Class Member
12 Address Search and re-mail the Class Notice to the most current address obtained.
13 The Administrator has no obligation to make further attempts to locate or send Class
14 Notice to Class Members whose Class Notice is returned by the USPS a second time.

15 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
16 and/or Pay Periods, and Requests for Exclusion will be extended an additional
17 fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class
18 Notice for all Class Members whose notice is re-mailed. The Administrator will
19 inform the Class Member of the extended deadline with the re-mailed Class Notice.

20 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
21 discovers any persons who believe they should have been included in the Class Data
22 and should have received Class Notice, the Parties will expeditiously meet and
23 confer in person or by telephone, and in good faith in an effort to agree on whether
24 to include them as Class Members. If the Parties agree, such persons will be Class
25 Members entitled to the same rights as other Class Members, and the Administrator
26 will send, via email or overnight delivery, a Class Notice requiring them to exercise
27 options under this Agreement not later than fourteen (14) days after receipt of Class
28 Notice, or the deadline dates in the Class Notice, which ever are later.

1 7.5. Requests for Exclusion (Opt-Outs).

2 7.5.1. Class Members who wish to exclude themselves from (opt out of) the Class
3 Settlement must send the Administrator a valid Request for Exclusion. A valid
4 Request for Exclusion is a letter from a Class Member or their representative that
5 reasonably communicates the Class Member's election to be excluded from the
6 Settlement and includes the Class Member's name, address, and email address or
7 telephone number. To be valid, a Request for Exclusion must be timely faxed,
8 emailed, or postmarked by the Response Deadline.

9 7.5.2. Every Class Member who does not submit a timely and valid Request for Exclusion
10 is deemed to be a Participating Class Member under this Agreement, entitled to all
11 benefits and bound by all terms and conditions of the Settlement, including the
12 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this
13 Agreement, regardless whether the Participating Class Member actually receives the
14 Class Notice or objects to the Settlement.

15 7.5.3. Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive an Individual Class Payment
17 or have the right to object to the class action components of the Settlement. Because
18 future PAGA claims are subject to claim preclusion upon entry of the Judgment,
19 Non-Participating Class Members who are Aggrieved Employees are deemed to
20 release the claims identified in Paragraph 5.3 of this Agreement and are eligible for
21 an Individual PAGA Payment.

22 7.6. Challenges to Calculation of Workweeks. Each Class Member and Aggrieved Employee
23 (as applicable) shall have through the Response Deadline to challenge the number of
24 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member or Aggrieved
25 Employee in the Class Notice. The Class Member or Aggrieved Employee may challenge
26 the allocation by communicating with the Administrator via fax, email, or mail. In the
27 absence of any contrary documentation, the Administrator is entitled to presume that the
28 Workweeks contained in the Class Notice are correct so long as they are consistent with the

Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or each Aggrieved Employee's Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and/or Pay Periods and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline.

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved Employees have no right to object to or intervene in any of the PAGA components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, the Class Notice, the Final Approval, and the Judgment on the Administrator's website. The Administrator will also maintain and

1 monitor an email address and a toll-free telephone number to receive Class Member
2 calls, faxes, and emails.

3 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
4 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
5 Not later than five (5) days after the expiration of the deadline for submitting
6 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
7 Defense Counsel containing (a) the information of Class Members who have timely
8 submitted valid Requests for Exclusion (“Exclusion List”); (b) the information of
9 Class Members who have submitted invalid Requests for Exclusion; (c) copies of all
10 Requests for Exclusion from Settlement submitted (whether valid or invalid).
11 However, the Administrator shall redact all names and other private information for
12 any Class Members on any documents provided to Class Counsel, instead
13 identifying them by employee number only.

14 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
15 to Class Counsel and Defense Counsel that, among other things, tally the number of:
16 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
17 Exclusion (whether valid or invalid) received, objections received, challenges to
18 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
19 Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
20 The Weekly Reports must include the Administrator’s assessment of the validity of
21 Requests for Exclusion and attach copies of all Requests for Exclusion and
22 objections received. However, the Administrator shall redact all names and other
23 private information for any Class Members on any documents provided to Class
24 Counsel, instead identifying them by employee number only.

25 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
26 address and make final decisions consistent with the terms of this Agreement on all
27 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
28 The Administrator’s decision shall be final and not appealable or otherwise

1 susceptible to challenge.

2 7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by
3 which Plaintiff is required to file the Motion for Final Approval of the Settlement,
4 the Administrator will provide to Class Counsel and Defense Counsel, a signed
5 declaration suitable for filing in Court attesting to its due diligence and compliance
6 with all of its obligations under this Agreement, including, but not limited to, its
7 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
8 Class Notices, attempts to locate Class Members, the total number of Requests for
9 Exclusion from Settlement it received (both valid or invalid), the number of written
10 objections and attach the Exclusion List. The Administrator will supplement its
11 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
12 responsible for filing the Administrator's declaration(s) in Court.

13 7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the
14 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
15 will provide Class Counsel and Defense Counsel with a final report detailing its
16 disbursements by employee identification number only of all payments made under
17 this Agreement. At least fourteen (14) days before any deadline set by the Court, the
18 Administrator will prepare and submit to Class Counsel and Defense Counsel a
19 signed declaration suitable for filing in Court attesting to its disbursement of all
20 payments required under this Agreement. Class Counsel is responsible for filing the
21 Administrator's declaration in Court.

22 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

23 Based on its records, Defendants estimate that, as of mediation, there were approximately 14,061
24 Workweeks between the start of the Class Period through November 24, 2025. However, should the
25 Administrator determine that the actual number of workweeks during the Class Period is more than 10%
26 greater than this figure (i.e., if there are more than 15,467 workweeks worked by the Class Members),
27 Defendants shall have the option of either: (a) increasing the GSA pro rata for every additional workweek
28 worked by the Class Members above that 10% threshold (e.g. if the number of workweeks worked by the

Class Members is 11% higher than 14,061, Defendants shall increase the GSA by 1%) or (b) ending the Class Period and PAGA Period on the date that the number of workweeks worked by the Class Members equals 15,467, in which case no adjustment to the GSA shall be made. Defendants shall inform Plaintiffs of its election within 7 days of receiving the Administrator's workweek calculations.

9. DEFENDANTS' RIGHT TO WITHDRAW

If 10% or more of the Settlement Class members elect not to participate in the Settlement by submitting a valid Request for Exclusion, any Defendant may, at its election, rescind the Settlement and all actions taken in its furtherance of it will be thereby null and void. The Parties agree that, if any Defendant elects to withdraw pursuant to this Paragraph, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, the withdrawing Defendant(s) will be responsible for paying all Settlement Administration Expenses incurred to that point. Any Defendant who intends to withdraw must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel.

10. MOTION FOR FINAL APPROVAL

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release

to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Parties agree that changes to the timing of payments or notice periods, or to the contents of the Notice of Settlement, which are requested by the Court, do not necessitate an amendment or revision to this Agreement unless such an Amendment is required by the Court. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall

nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, any papers submitted or filed in connection with the approval of this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Court Approval. In the event that the Court fails to approve the settlement notwithstanding the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate appellate court fails to approve the settlement, or if the Settlement Agreement is otherwise terminated: (1) the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective

positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement Agreement; (2) Defendants shall have no obligation to make any payments to the Settlement Class Members, the Settlement Administrator, the LWDA, Plaintiff or Class Counsel; (3) any preliminary approval order, final approval order or judgment, shall be vacated; and (4) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation settlement communications and not subject to disclosure for any purpose in any proceeding.

12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Notwithstanding the foregoing, Plaintiff and/or Plaintiff's Counsel shall submit the settlement to the LWDA and the Court for purposes of obtaining preliminary and/or final settlement approval.

12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,

1 together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the
2 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
3 by any Party

4 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
5 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate actions
6 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
7 execute any other documents reasonably required to effectuate the terms of this Agreement, including any
8 amendments to this Agreement.

9 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best
10 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
11 Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by
12 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
13 to implement the Settlement, or on any modification of the Agreement that may become necessary to
14 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

15 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not
16 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
17 person or entity any portion of any liability, claim, demand, action, cause of action, or right released and
18 discharged by a Party in this Settlement.

19 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel is
20 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
21 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
22 or otherwise.

23 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
24 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
25 approved by the Court.

26 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
27 benefit of, the successors of each of the Parties.

28 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be

1 governed by and interpreted according to the internal laws of the state of California, without regard to
2 conflict of law principles.

3 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
4 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
5 drafter or participated in the drafting.

6 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
7 during Action and in this Agreement relating to the confidentiality of information shall survive the execution
8 of this Agreement.

9 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
10 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in
11 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be
12 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates
13 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
14 Court discharges the Administrator's obligation to provide a Declaration confirming the final payout of all
15 Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from
16 Defendant.

17 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
18 for convenience of reference only and does not constitute a part of this Agreement.

19 12.17. Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be
20 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
21 legal holiday, such date or deadline shall be on the first business day thereafter.

22 12.18. Notice. All notices, demands, or other communications between the Parties in connection
23 with this Agreement will be in writing and deemed to have been duly given as of the third business day after
24 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

25 To Plaintiff:

26 Seung L. Yang
27 seung.yang@thesentinel-firm.com
28 Tiffany Hyun
tiffany.hyun@thesentinel-firm.com
Jeffrey P. Jackson

1 jeffrey.jackson@thesentinelfirm.com
2 **THE SENTINEL FIRM, APC**
3 355 S Grand Ave. Suite 1450
4 Napa, California 90071
5 Telephone: (213) 985-1150
6 Facsimile: (213) 985-2155

To Defendants:

7 **LEWIS BRISBOIS BISGAARD & SMITH LLP**
8 Adam G. Khan
9 Adam.Khan@lewisbrisbois.com
10 Sochie L. Patten
11 Sochie.Patten@lewisbrisbois.com
12 2020 West El Camino Avenue, Suite 700
13 Sacramento, California 95833
14 Telephone: 916.564.5400
15 Facsimile: 916.564.5444

16 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts
17 by facsimile, electronically (e.g., DocuSign), or email, which, for purposes of this Agreement, shall be
18 accepted as an original. All executed counterparts and each of them will be deemed to be one and the same
19 instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed
20 counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

21 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation
22 shall be stayed, except to effectuate the terms of this Agreement. Upon signing this Agreement, the Parties
23 further agree, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section
24 583.310 for the entire period of this settlement process.

25 **[SIGNATURES ON NEXT PAGE]**

1 **IT IS SO AGREED.**

2
3 **Plaintiff & Class Representative:**

4 Dated: 06 / 13 / 2026

5 By: 
MOISES MARTINEZ SANTA CRUZ

6 **Defendants:**

7 Dated: June 24, 2026

BARBOUR VINEYARDS MANAGEMENT, LLC

8 By: _____
9 Print Name

10 _____
11 Signature

12 _____
13 Title

14 Dated: June 24, 2026

BARBOUR VINEYARDS, LLC

15 By: _____
16 Print Name

17 _____
18 Signature

19 _____
20 Title

1 IT IS SO AGREED.

2
3 Plaintiff & Class Representative:

4 Dated: _____

By: _____
MOISES MARTINEZ SANTA CRUZ

5
6 Defendants:

7 Dated: June 24, 2026

BARBOUR VINEYARDS MANAGEMENT, LLC

8 By: James William Barbour
Print Name

9
10 James William Barbour
Signature

11
12 Managing Partner
Title

13
14 Dated: June 24, 2026

BARBOUR VINEYARDS, LLC

15 By: James William Barbour
Print Name

16
17 James William Barbour
Signature

18
19 owner
Title