CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS

This Class Action and PAGA Settlement and Release of Claims (the "Settlement Agreement," "Agreement," or "Settlement") is entered into by and between Plaintiff Brenda Bustillo ("Plaintiff"), individually, on behalf of Class Members (with respect to the Class Settlement) and on behalf of the State of California (with respect to the PAGA Settlement), and Defendant Wilson Creek Winery & Vineyards, Inc. ("Defendant") (together, Plaintiff and Defendant are referred to as the "Parties" and individually they are referred to as "Party") to resolve the action entitled *Brenda Bustillo v. Wilson Creek Winery & Vineyards, Inc.* ("Action"), Riverside County Superior Court Case No. CVRI2305704 (the "Action").

DEFINITIONS

1. Action. "Action" means the action entitled *Brenda Bustillo v. Wilson Creek Winery & Vineyards, Inc.*, Riverside County Superior Court Case No. CVRI2305704.

2. Aggrieved Employee(s). "Aggrieved Employee(s)" means all current and former hourly-paid or non-exempt employees of Defendant employed within the State of California at any time during the PAGA Release Period.

3. Aggrieved Employee Amount. "Aggrieved Employee Amount" means the amount of $35,000.00, i.e., 25% of the PAGA Penalty Amount, to be distributed to Aggrieved Employees on a *pro rata* basis based on their PAGA Pay Periods during the PAGA Release Period.

4. Attorneys' Fees and Costs. "Attorneys' Fees and Costs" means the amounts approved by the Court for: (i) up to thirty-five percent (35%) of the Total Settlement Amount (*i.e.*, up to $595,000.00 if the Total Settlement Amount is $1,700,000.00) for attorneys' fees to Class Counsel for litigation and resolution of the Action; and (ii) reimbursement of up to Thirty Thousand Dollars ($30,000.00) for actual costs and expenses incurred by Class Counsel in connection with the Action.

5. Class Counsel. "Class Counsel" means Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, Selena Matavosian, and Erica Stepanian of Lawyers *for* Justice, PC.

6. Class or Class Members. "Class" or "Class Member(s)" mean all current and former hourly-paid or non-exempt employees of Defendant employed within the State of

California at any time during the Class Release Period.

7. Class List. "Class List" means a complete list of all Class Members and Aggrieved Employees that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator, which will include each Class Member's and Aggrieved Employee's last-known full name, last-known mailing address, telephone number, Social Security Number, start and end dates employed as an hourly-paid or non-exempt employee of Defendant within the State of California during the Class Release Period, start and end dates employed as an hourly-paid or non-exempt employee of Defendant within the State of California during the Class Release Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks and PAGA Pay Periods.

8. Class Notice. "Class Notice" means the Notice of Class Action Settlement, attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

9. Class Released Claims. "Class Released Claims" means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that were alleged in the Complaint, or that could have been alleged based on the factual allegations in the Complaint, accruing during the Class Release Period, against Defendant or any of the Released Parties, including, but not limited to, claims for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200. This release excludes the release of claims not otherwise permitted by law, i.e. Worker's Compensation and unemployment insurance benefits.

10. Class Release Period. "Class Release Period" means the period from October 23, 2019 through April 30, 2025, or, if applicable, the Alternate End Date, pursuant to Paragraph 59.

11. Class Settlement. "Class Settlement" means the settlement and resolution of the Class Released Claims.

12. Court. "Court" means the Riverside County Superior Court, where the Action is currently pending.

13. Defendant. "Defendant" means Wilson Creek Winery & Vineyards, Inc.

14. Effective Date. The "Effective Date" of this Agreement will be the later of (i) the 61st day after service of notice of entry of the Final Approval Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Approval Order and Judgment, the day after the Final Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order and Judgment is no longer subject to further judicial review. The Effective Date is conditioned upon the Court having entered the Final Approval Order and Judgment as set forth in this Agreement.

15. Employer Taxes. "Employer Taxes" means the employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Payments, which shall be paid by Defendant separately and in addition to the Total Settlement Amount.

16. Enhancement Award. "Enhancement Award" means the amount the Court authorizes to be paid to the Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment (if applicable), not to exceed $7,500.00.

17. Exclusion Form. "Exclusion Form" means the Exclusion Form, attached as **Exhibit B** to this Agreement, or a substantially similar exclusion form approved by the Court.

18. Final Approval. "Final Approval" means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

19. Final Approval Hearing. "Final Approval Hearing" means the hearing at which the Court will consider and determine the fairness, reasonableness, and adequacy of the terms and conditions of the Settlement, enter the Final Approval Order and Judgment, and take other

appropriate action.

20. Final Approval Order and Judgment. "Final Approval Order and Judgment" means the order and judgment to be entered by the Court upon granting Final Approval of the Settlement and this Agreement, which Class Counsel will submit to the Court with the motion for final approval of the Settlement.

21. Individual Settlement Payment. "Individual Settlement Payment" means the *pro rata* share of the Net Settlement Amount that a Participating Class Member may be eligible to receive for the Class Settlement based on their individual Workweeks, as set forth in Paragraph 60.e.i.

22. Individual PAGA Payment. "Individual PAGA Payment" means the *pro rata* share of the Aggrieved Employee Amount that an Aggrieved Employee is eligible to receive for the PAGA Settlement, as set forth in Paragraph 60.e.ii.

23. LWDA. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

24. LWDA Payment. "LWDA Payment" means the amount of One Hundred Five Thousand Dollars ($105,000.00), i.e., 75% of the PAGA Penalty Amount, that the Parties have agreed to pay to the LWDA for the PAGA Settlement.

25. Net Settlement Amount. "Net Settlement Amount" means the amount to be distributed to Participating Class Members, which is the Total Settlement Amount less the Court-approved amounts awarded for the Attorneys' Fees and Costs, the Enhancement Award, the PAGA Penalty Amount, and Settlement Administration Costs.

26. Notice Packet. "Notice Packet" means the Class Notice, Exclusion Form, and Objection Form, substantially in the forms attached hereto as **Exhibit A**, **Exhibit B**, and **Exhibit C**, respectively.

27. Objection. "Objection" means an Objection Form or a Class Member's written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of their Social Security Number; (c) contain a written statement of all grounds for the

objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

28. Objection Form. "Objection Form" means the Objection Form, attached as **Exhibit C** to this Agreement, or a substantially similar objection form approved by the Court.

29. Opt-Out Request. "Opt-Out Request" means an Exclusion Form or a Class Member's written letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of his or her Social Security Number; (c) contain a clear written statement indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

30. PAGA Pay Periods. "PAGA Pay Periods" means the number of pay periods each Aggrieved Employee was employed by Defendant as a hourly-paid or non-exempt employee within the State of California during the PAGA Release Period, which will be calculated by the Settlement Administrator by totaling the number of pay periods each Aggrieved Employees was employed by Defendant using the Aggrieved Employee's hire date and either (1) the Aggrieved Employee's date of separation of employment, for former employees, or (2) the Effective Date, for current employees,

31. PAGA Released Claims. "PAGA Released Claims" means all claims under state, federal, or local law for civil penalties under the California Labor Code Private Attorneys General Act of 2004, Labor Code Sections 2698, *et seq.*, that were alleged in the LWDA Letter and Complaint, accruing during the PAGA Release Period, against Defendant or any of the Released Parties, for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay

wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); and (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802.

32. PAGA Penalty Amount. "PAGA Penalty Amount" means the amount of One Hundred Forty Thousand Dollars ($140,000.00), which represents the portion of the Total Settlement Amount allocated to the PAGA Settlement. The PAGA Penalty Amount shall be paid from the Total Settlement Amount and will be allocated as set forth in Paragraph 60.d.

33. PAGA Release Period. "PAGA Release Period" means the period from August 11, 2022 through April 30, 2025, or, if applicable, the Alternate End Date, pursuant to Paragraph 59.

34. PAGA Settlement. "PAGA Settlement" means the settlement and resolution of the PAGA Released Claims.

35. Parties. "Parties" means the Defendant and Plaintiff, together. Each of the Parties may be referred to in the singular as a "Party."

36. Participating Class Members. "Participating Class Member(s)" means all Class Members who do not submit a timely and valid Opt-Out Request from the Class Settlement.

37. Plaintiff. "Plaintiff" means Brenda Bustillo.

38. Preliminary Approval. "Preliminary Approval" means entry of the Court order granting preliminary approval of the Settlement Agreement.

39. Preliminary Approval Order. "Preliminary Approval Order" means the order to be issued by the Court approving and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the Final Approval Hearing and granting Preliminary Approval of the Settlement.

40. Released Parties. "Released Parties" means: Defendant Wilson Creek Winery & Vineyards, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or Aggrieved Employees as well as each of their officers, directors, managers, owners, executives, partners,

executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

41. Response Deadline. "Response Deadline" means the time period commencing on the date the Notice Packet is initially mailed to Class Members and ending sixty (60) calendar days thereafter, within which a Class Member and/or Aggrieved Employee may: (a) submit an Opt-Out Request; (b) submit an Objection; and/or (c) submit a Workweeks and/or Pay Periods Dispute. In the event that a Notice Packet is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the initial Response Deadline.

42. Settlement Administrator. "Settlement Administrator" means ILYM Group, Inc. or such other third-party administrator chosen by the Parties and approved by the Court for purposes of administrating this Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

43. Settlement Administration Costs. "Settlement Administration Costs" means the amount not to exceed Twelve Thousand Dollars ($12,000.00) to be paid to the Settlement Administrator for the costs of settlement administration, including costs of notice to Class Members, distributing settlement payments, and any other fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement.

44. Total Settlement Amount. "Total Settlement Amount" means the total settlement payment Defendant has agreed to make under this Agreement. The Total Settlement Amount is, and shall not exceed, One Million Seven Hundred Thousand Dollars ($1,700,000.00), other than as provided in Paragraph 59, and shall include all Attorneys' Fees and Costs to be paid to Class Counsel, Enhancement Award to be paid to Plaintiff, PAGA Penalty Amount to be paid to the LWDA and Aggrieved Employees, Net Settlement Amount to be paid to the Participating Class Members, and Settlement Administration Costs to be paid to the Settlement Administrator. Defendant shall pay the Employer Taxes separately and in addition to the Total Settlement Amount.

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45. Workweeks. "Workweeks" means the number of weeks each Class Member was employed by Defendant as a hourly-paid or non-exempt employee within the State of California during the Class Release Period, which will be calculated by the Settlement Administrator by totaling the number of weeks each Class Member was employed by Defendant using the Class Member's hire date and either (1) the Class Member's date of separation of employment, for former employees, or (2) the Effective Date, for current employees. Defendant calculated 63,124 Workweeks in advance of mediation by calculating the number of days between each employee's hire date and end of employment date, subtracting gap days, and calculating how many Workweeks the resulting count equated to. The mediation date was used as the end date for current employees of Defendant.

46. Workweeks and/or PAGA Pay Periods Dispute. "Workweeks and/or PAGA Pay Periods Dispute" means a Class Member's written letter disputing the pre-printed information on the Class Notice as to his or her Workweeks and/or PAGA Pay Periods during the Class Release Period and/or PAGA Release Period, which must: (a) contain the case name and number of the Action; (b) contain the Class Member and/or Aggrieved Employee's full name, signature, address, telephone number, and last four (4) digits of his or her Social Security Number; (c) clearly state that the Class Member and/or Aggrieved Employee disputes of the number of Workweeks and/or PAGA Pay Periods credited to him or her for the Class Release Period and/or PAGA Release Period and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

RECITALS

47. On August 11, 2023, Plaintiff provided written notice to the LWDA, by online submission, and to Defendant, by certified mail, of the specific provisions of the California Labor Code that were violated ("LWDA Letter").

48. On October 23, 2023, Plaintiff filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Complaint") against Defendant, thereby commencing the action entitled *Brenda Bustillo v.*

Wilson Creek Winery & Vineyards, Inc., Riverside County Superior Court, Case No. CVRI2305704 (i.e., the Action). The Complaint alleges that Defendant violated various wage-and-hour laws, including: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; (10) violation of California Business & Professions Code §§ 17200, *et seq.*; and (11) violation of California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004).

49. Defendant denies that it engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members or the Aggrieved Employees. Defendant further denies that it has any liability of any kind associated with the claims alleged in the Action. Defendant contends that it has complied with both federal and state wage-and-hour laws, and all other laws regulating its relationship with the Class Members and Aggrieved Employees, including Plaintiff.

50. On January 14, 2025, the Parties participated in mediation with Steven Rottman, Esq. (the "Mediator"), a respected mediator of complex wage and hour actions. While the matter did not settle at mediation, the Parties continued to engage in settlement negotiations and with the aid of the Mediator, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety.

51. Class Counsel has investigated the facts relating to the Action. Settlement discussions were conducted at arm's-length, a full-day mediation with a neutral third-party took place, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the Settlement documented by this Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class and State of California in light of all known facts and circumstances, including the risk of significant delay and defenses asserted to the merits of the Action. While Defendant specifically denies any liability in the Action,

Defendant has agreed to enter into this Settlement to avoid the costs associated with defending the Action.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the recitals listed above and the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Plaintiff, individually and on behalf of the Class Members, and the State of California with respect to Aggrieved Employees, and Defendant agree that the Action shall be and is finally and fully compromised and settled on the following terms and conditions:

52. Non-Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant and the other Released Parties do not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant or any of the other Released Parties of any such violations or failures to comply with any applicable law. Parties agree that this Agreement and its terms and provisions relate to highly-disputed claims, and that this Agreement and its terms and provisions do not establish any liability or admission on the part of Defendant or Plaintiff or establish the existence or non-existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

53. Conditional Nature of Settlement. For settlement purposes *only*, the Parties agree that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure Section 382, and (b) the Action may proceed as a PAGA representative action.

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a. The Parties intend their settlement to be contingent upon the preliminary and final approval of each and every term of this Agreement, without material modification. The Parties and their respective counsel shall use their respective best reasonable efforts to obtain Court approval and implement this Agreement in accordance with its terms. If the Court does not so approve this Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties intend this Agreement to become null and void, and unenforceable, in which event the settlement terms set forth in this Agreement, including any modifications made with the consent of the Parties, and any action taken or to be taken in connection with this Agreement shall be terminated and shall become null and void and have no further force or effect, and the class certified for settlement purposes pursuant to this Agreement will be decertified for all purposes.

b. In the event the Court does not grant preliminary or final approval of the Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied in this Agreement does not become effective for any reason, the Agreement and all negotiations, court orders and proceedings relating to the Agreement shall be without prejudice to the rights of the Plaintiff, Class Members, Aggrieved Employees, and Defendant, each of whom shall be restored to their respective positions existing prior to the execution of this Agreement. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of class certification and/or the Action proceeding on a representative basis for any purpose should the Court not grant preliminary or final approval of the Parties' settlement.

54. Class Settlement Release.

a. Upon the Effective Date and full funding of the Total Settlement Amount and Employer Taxes, Plaintiff and all Participating Class Members hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from the Class Released Claims that arose during the Class Release Period.

b. Because it is impossible or impracticable to have each Participating Class Member execute this Agreement, the Class Notice will advise all Class Members of the binding

nature of the Class Settlement as to the Participating Class Members and such notice will have the same force and effect as if the Agreement were executed by each Participating Class Member.

55. PAGA Settlement Release: Upon the Effective Date and full funding of the Total Settlement Amount and Employer Taxes, the Plaintiff, Aggrieved Employees, and the State of California with respect to the Aggrieved Employees, hereby do and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties from the PAGA Released Claims that arose during the PAGA Release Period.

56. General Release By Plaintiff. Upon the Effective Date and full funding of the Total Settlement Amount and Employer Taxes, Plaintiff fully releases and discharges Defendant and the other Released Parties from all claims that Plaintiff now has or claims to have, or has ever had or claimed to have, known or unknown, suspected or unsuspected, against the Released Parties through the date of execution of the Settlement Agreement. Without limiting the generality of the foregoing, Plaintiff specifically and expressly releases, to the maximum extent permitted by law, any claims against Defendant and the Released Parties, arising out of or relating to Plaintiff' respective employment or the termination of their employment with Defendant and any of the other Released Parties. This general release by the Plaintiff includes a waiver of Plaintiff's respective rights under Civil Code Section 1542, which provides:

> **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.**

57. No Prior Assignments. The Parties and their counsel represent 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 released and discharged by this Agreement.

58. Allocation of Total Settlement Amount. Subject to Final Approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees to pay the Total Settlement Amount of $1,700,000.00, which is subject to increase pursuant to Paragraph 59. The Total Settlement

Amount includes Individual Settlement Payments, Attorneys' Fees and Costs, Enhancement Award, the PAGA Penalty Amount, and Settlement Administration Costs. The following table summarizes the allocation of the Total Settlement Amount:

Total Settlement Amount of $1,700,000 Allocated As Follows:

- PAGA Penalty Amount in the amount of **$140,000.00**
  - **$105,000.00** for the LWDA Payment.
  - **$35,000.00** for the Aggrieved Employee Amount.
- Attorneys' Fees and Costs to Class Counsel in the following amounts:
  - not to exceed **35%** of the Total Settlement Amount (i.e., $595,000.00 if the Total Settlement Amount is $1,700,000.00) for attorneys' fees
  - not to exceed **$30,000.00** for reimbursement of costs and expenses
- Enhancement Award to Plaintiff in an amount up to **$7,500.00**
- Settlement Administration Costs to the Settlement Administrator not to exceed **$12,000.00**

59. Escalator Clause. Defendant represents that there were 63,124 total Workweeks for the period from October 23, 2019 to January 14, 2025 for Class Members. Should the number of such Workweeks for the Class Members increase beyond five percent (5%) during the Class Release Period (i.e., by more than 3,156 Workweeks), then Defendant shall have the option to increase the Total Settlement Amount on a *pro rata* basis equal to the percentage increase in the total Workweeks exceeding 66,280 Workweeks, or to cap the Class Release Period at the last point in time in which the number of Workweeks does not exceed 63,124 (and such date shall be referred to as the "Alternate End Date").

60. Apportionment of Total Settlement Amount. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Total Settlement Amount shall be apportioned as follows:

a. Attorneys' Fees and Costs: At the Final Approval Hearing, Plaintiff will apply to the Court for an award of Attorneys' Fees and Costs to Class Counsel, which shall not exceed 35% of the Total Settlement Amount (i.e., $595,000.00 if the Total Settlement Amount remains $1,700,000.00) for attorneys' fees and up to $30,000.00 for reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action. Defendant

will not oppose such an application. The Attorneys' Fees and Costs are included in, and shall come from, the Total Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any Attorneys' Fees and Costs awarded by the Court pursuant to this Settlement. Except as provided in this Settlement, each Party will bear his, her, or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action. If the Court awards a lower amount of Attorneys' Fees and Costs than the amount requested, any amount not awarded will be part of the Net Settlement Amount for the benefit of the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement..

b. Settlement Administration Costs: At the Final Approval Hearing, Plaintiff will apply to the Court for approval of Settlement Administration Costs to the Settlement Administrator, not to exceed the amount of $12,000.00. Defendant will not oppose such an application. The Settlement Administration Costs are included in, and shall come from, the Total Settlement Amount. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact awarded or required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties will be part of the Net Settlement Amount for the benefit of Participating Class Members.

c. Enhancement Award: At the Final Approval Hearing, Plaintiff will apply to the Court for an award of up to $7,500.00 to be paid to Plaintiff as an Enhancement Award for her services and for assuming the risks associated with the litigation of the Action, and as consideration for providing the general release provided in Paragraph 56. Defendant will not oppose such an application. The Enhancement Award is included in, and shall come from, the Total Settlement Amount. Plaintiff will be issued an IRS Form 1099 for the Enhancement Award approved by the Court pursuant to this paragraph. The Enhancement Award payable to Plaintiff shall be in addition to any payment she may receive pursuant to this Settlement. If the Court awards less than the amount requested, any amount not awarded will be part of the Net Settlement Amount for the benefit of the Participating Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this Agreement.

d. PAGA Penalty Amount: At the Final Approval Hearing, Plaintiff will apply

to the Court for approval of the PAGA Penalty Amount of $140,000.00 for claims for civil penalties asserted under PAGA. Defendant will not oppose such an application. Class Counsel will submit this Settlement and related orders and information to the LWDA, as required by Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Penalty Amount ($105,000.00) will be paid to the LWDA as the LWDA Payment, and the remaining 25% ($35,000.00) will be allocated to the Aggrieved Employees as the Aggrieved Employee Amount.

e. Settlement Payments. The Individual Settlement Payments shall consist of each Participating Class Member's *pro rata* portion of the Net Settlement Amount and the Individual PAGA Payments shall consist of each Aggrieved Employee's *pro rata* portion of the Aggrieved Employee Amount.

i) Individual Settlement Payments: Each Participating Class Member's Individual Settlement Payment will be calculated by the Settlement Administrator by dividing the Participating Class Member's number of Workweeks during the Class Release Period by the total number of Workweeks of all Participating Class Members during the Class Release Period and multiplying this figure by the Net Settlement Amount. The Class Notice will include the number of Workweeks of each Class Member during the Class Release Period and the estimated amount of the Class Member's Individual Settlement Payment.

ii) Individual PAGA Payments: Each Aggrieved Employee's Individual PAGA Payment will be calculated by the Settlement Administrator by dividing the Aggrieved Employee's number of PAGA Pay Periods during the PAGA Release Period only by the total number of PAGA Pay Periods of all Aggrieved Employees during the PAGA Release Period and multiplying this figure by the Aggrieved Employee Amount. Defendant agrees to provide the exact number of PAGA Pay Periods for each Aggrieved Employee prior to Plaintiff filing her motion for preliminary approval. The Class Notice will include the number of PAGA Pay Periods of each Aggrieved Employee during the PAGA Release Period and the estimated amount of the Aggrieved Employee's Individual PAGA Payment.

f. The Parties acknowledge and agree that the formulas used to calculate the Individual Settlement Payments and Individual PAGA Payments do not mean that all of the

elements of damages, restitutionary relief, and penalties alleged in the Action are not being taken into account. The above formula was devised as a practical and logistical method to simplify the payment process. Class Members who were employed during the PAGA Release Period and who opt out of the Class Settlement will still be considered Aggrieved Employees for purposes of this Settlement, and, therefore, will receive their Individual PAGA Payment.

g. Individual Settlement Payments shall be distributed only to Participating Class Members and Individual PAGA Payments will be distributed to all Aggrieved Employees.

h. The Parties agree that, under no circumstances shall Defendant be obligated to pay any amount under this Agreement to any Class Member other than the payment of the Enhancement Award to Plaintiff, Individual Settlement Payments to Participating Class Members, and Individual PAGA Payments to Aggrieved Employees.

61. No Credit Toward Benefit Plans. The Individual Settlement Payments and Individual PAGA Payments will not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiff, Participating Class Member, or Aggrieved Employee may be eligible including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Plaintiff, Participating Class Member, or Aggrieved Employee may be entitled under any benefit plans.

62. Taxation Of Settlement Proceeds.

a. Individual Settlement Payments shall be reported as follows: (i) twenty percent (20%) as wages, which will be reported on an IRS W-2 Form; and (ii) eighty (80%) as interest, penalties, and non-wage damages, which will be reported on an IRS Form 1099. The Individual PAGA Payments will be considered one hundred percent (100%) penalties and will be reported on an IRS Form 1099. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payments, and issue checks to Participating Class Members for their Individual Settlement Payments net of these taxes and withholdings. The Employer Taxes shall be paid by Defendant separately and in

addition to the Total Settlement Amount.

b. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will calculate, withhold from the Individual Settlement Payments, and remit to applicable governmental agencies, sufficient amounts as may be owed by Participating Class Members for required employee withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that the Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual Settlement Payment and/or Individual PAGA Payment pursuant to this Agreement shall be solely responsible for any and all tax obligations associated with such receipt.

c. The Parties stipulate that the Total Settlement Amount will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq*. of the federal income tax regulations. Furthermore, the Settlement Administrator is designated as the "Administrator" of the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations.

d. All Parties represent and acknowledge that nothing in this Agreement constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement and Plaintiff, Participating Class Members, and Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. In the event that any taxing body determines that additional taxes are due from any Plaintiff, Participating Class Member, or Aggrieved Employee, such individual assumes all responsibility for the payment of such taxes.

63. Notice Procedure. Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendant will provide the Class List to the Settlement Administrator. Defendant will provide the Class List in an Excel file or other format reasonably acceptable to the Settlement Administrator. The Settlement Administrator will keep the list confidential and use it only for the purposes described in this Agreement.

a. Upon receipt of the Class List, the Settlement Administrator shall perform a search based upon the National Change of Address Database to update and correct any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. Within fourteen (14) calendar days after receipt of the Class List from Defendant, the Settlement Administrator will send the Notice Packet in English and Spanish to each Class Member via First Class U.S. Mail.

b. The Settlement Administrator will re-mail any Notice Packet returned by the United States Postal Service, on or before the Response Deadline, with a forwarding address promptly.

c. The Settlement Administrator will use the appropriate skip tracing and National Change of Address searches to increase the likelihood of delivery of the Notice Packet to Class Members, and to re-mail the Notice Packets returned by the Postal Service, on or before the Response Deadline, without a forwarding address upon locating new or alternate addresses after a reasonable search, within five (5) calendar days.

d. Class Counsel will provide to the Court, in connection with seeking final approval of the Settlement, a declaration from the Settlement Administrator confirming that the Notice Packet was mailed to all Class Members as required by this Agreement, as well as any additional information Class Counsel deems appropriate to provide to the Court.

64. Dispute Procedure. The Class Notice will include the procedure by which a Class Member may dispute the number of Workweeks and/or Pay Periods allocated to him or her for the Class Release Period and/or PAGA Release Period by submitting a timely and valid Workweeks and/or PAGA Pay Periods Dispute. Upon receipt of a Workweeks and/or PAGA Pay Periods Dispute, the Settlement Administrator shall promptly serve Class Counsel and Defendant's counsel with a copy of the Workweeks and/or PAGA Pay Periods Dispute and any accompanying papers. No Workweeks and/or PAGA Pay Periods Dispute shall be effective or considered for any purpose unless it is timely mailed to the Settlement Administrator by U.S. mail, postmarked on or before the Response Deadline. Defendant shall have the right to respond to the Workweeks and/or PAGA Pay Periods Dispute by any Class Member. All information and documents relating

to any such disputes will be provided to Class Counsel. The Settlement Administrator will resolve the Workweeks and/or PAGA Pay Periods Dispute and make a determination. The Settlement Administrator's determination will be subject to review by the Court at the time of the Final Approval Hearing, so long as the Participating Class Member submits a written challenge to the Settlement Administrator regarding the Settlement Administrator's determination of their Workweeks and/or PAGA Pay Periods Dispute before the Final Approval Hearing. The Settlement Administrator shall attach a copy of said challenge(s) to its own declaration, and cause said declaration to be filed with the Court (with the assistance of Defendant's counsel and Class Counsel).

65. Opt-Out Procedure. Unless a Class Member opts out of the Class Settlement described in this Agreement, the Class Member will be bound by the terms and conditions of the Class Settlement, including the release of the Class Released Claims that arose during the Class Release Period. A Class Member will not be entitled to opt out of the Class Settlement unless the Class Member submits a timely and valid Opt-Out Request to the Settlement Administrator by U.S. mail, postmarked on or before the Response Deadline. Aggrieved Employees may not opt out of the PAGA Settlement. Any Class Member who is also considered an Aggrieved Employee and who opts out of the Class Settlement will still be issued their Individual PAGA Payment (if applicable) and will be bound by the PAGA Settlement.

a. Upon receipt of any Opt-Out Request within the Response Deadline, the Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-out requirements of this Agreement.

b. Any Class Member who fails to submit a timely and valid Opt-Out Request will be barred from opting out of the Class Settlement and will be deemed a Participating Class Member unless otherwise ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is incomplete, it will make reasonable attempts to contact the Class Member to cure the defect. The Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the Response Deadline but will report its receipt of any such requests to Class Counsel and counsel for Defendant. It shall be presumed that, if an Opt-Out Request is

not postmarked on or before the end of the Response Deadline, the Class Member did not make the request in a timely manner. A declaration submitted by any Class Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Response Deadline shall be insufficient to overcome the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit an Opt-Out Request without the written consent of counsel for the Parties.

c. At the close of the Response Deadline, the Settlement Administrator shall report the names of all individuals who opted-out of the Class Settlement to counsel for the Parties and include this information in a declaration regarding the distribution of the Notice Packet that will be provided in support of Plaintiff' motion for final approval.

66. Objections to the Class Settlement. Any Class Member who has not opted out of the Class Settlement (i.e., Participating Class Member) may object to the Class Settlement by submitting a timely and valid Objection by U.S. mail, postmarked on or before the Response Deadline to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and counsel for Defendant). The Settlement Administrator will attach copies of all Objections that it receives on or before the Response Deadline, to its declaration, which Class Counsel will ensure is filed with the Court concurrently with the final approval documents. The Parties' counsel shall inform the Settlement Administrator if the final approval hearing is continued, and the Settlement Administrator shall inform any objectors, in writing, if the final approval hearing is continued. In addition to a written Objection or in lieu of a written Objection, Participating Class Members may appear and object orally at the Final Approval Hearing.

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a. Class Counsel or Defendant's counsel may, before the Final Approval Hearing, file responses to any written Objections.

b. Unless they opt out of the Class Settlement as specified in Paragraph 66, Class Members who object to the Class Settlement shall remain Participating Class Members and shall be deemed to have voluntarily waived their right to pursue an independent remedy against

Defendant and the other Released Parties. Any Participating Class Member who objects to the Class Settlement shall be bound by the Court's Final Approval Order and Judgment.

c. In the event that any person objects to or opposes the Class Settlement, or attempts to intervene in or otherwise enter the Action, the Parties and Class Counsel will use their best efforts to defend the Settlement.

d. Class Members may not both object and opt out of the Class Settlement.

67. Funding And Distribution of Settlement.

a. Within fourteen (14) calendar days of the close of the Response Deadline, the Settlement Administrator will provide Class Counsel and Defendant's counsel with a report listing the amount of all Individual Settlement Payments to be made to Participating Class Members and all Individual PAGA Payments to be made to Aggrieved Employees. The report to Class Counsel will not include the names or contact information of Participating Class Members and Aggrieved Employees.

b. Within fourteen (14) calendar days of the close of the Response Deadline, the Settlement Administrator will provide a draft declaration to Class Counsel and Defendant's counsel setting forth: the total number of Class Members, Participating Class Members, and Aggrieved Employees; attaching all timely Objections and Opt-Out Requests received on or before the Response Deadline; the identity of those individuals who submitted timely Opt-Out Requests; the total amount payable to all Participating Class Members and Aggrieved Employees; the lowest, highest, and average amounts to be paid to all Participating Class Members and Aggrieved Employees; and the total PAGA Penalty Amount, Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, Net Settlement Amount, and the Employer's Taxes.

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c. Within thirty (30) calendar days after the Effective Date, Defendant shall deposit the Total Settlement Amount to a qualified settlement account established by the Settlement Administrator.

d. No later than five (5) calendar days after receipt of the Total Settlement Amount, the Settlement Administrator shall distribute the following payments: Individual

Settlement Payments to Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, Enhancement Award to Plaintiff, Attorneys' Fees and Costs to Class Counsel, LWDA Payment to the LWDA, and Settlement Administration Costs to itself, all in the Court-approved amounts.

e. No person will have any claim against the Settlement Administrator, Defendant, Plaintiff, Class Counsel, Defendant's counsel, or any other agent designated by the Plaintiff or Class Counsel based upon the distribution of Individual Settlement Payments and Individual PAGA Payments made substantially in accordance with this Agreement or further orders of the Court.

f. The Settlement Administrator will be responsible for issuing the Individual Settlement Payments by way of check to the Participating Class Members and the Individual PAGA Payments by way of check to the Aggrieved Employees, in accordance with this Settlement Agreement. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). If a Participating Class Member's Individual Settlement Payment check and/or an Aggrieved Employee's Individual PAGA Payment check is returned to the Settlement Administrator within sixty (60) calendar days of the original mailing of the check, the Settlement Administrator will make reasonable efforts to re-mail it to the Participating Class Member and/or Aggrieved Employee at the correct address. It is expressly understood and agreed that each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one-hundred eighty (180) calendar days after mailing, and thereafter, will be cancelled. Pursuant to California Code of Civil Procedure Section 384, all funds associated with such cancelled checks will be transmitted to Alaska Adventure Project, 43980 Mahlon Vail Road, Ste. 1907, Temecula, California 92592. The Parties and their counsel each represent that they do not have any significant affiliation or involvement with the proposed *cy pres* recipient. The Settlement Administrator shall mail a reminder postcard to any Participating Class Member and/or Aggrieved Employee whose Individual Settlement Payment and/or Individual PAGA Payment check has not been negotiated within sixty (60) calendar days after the date of mailing.

The Settlement Administrator may, as necessary, undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment checks or Individual PAGA Payment checks. To the extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for the employer's and employees' share of taxes, contributions, and/or withholding associated with cancelled Individual Settlement Payments, all such amounts shall also be transmitted to Alaska Adventure Project. Participating Class Members whose Individual Settlement Payment checks are cancelled and Aggrieved Employees whose Individual PAGA Payment checks are cancelled, shall, nevertheless, be bound by this Settlement Agreement.

g. Defendant will not be obligated to make any payments contemplated by this Agreement unless and until the Court enters the Final Approval Order and Judgment, and after the Effective Date of the Agreement.

h. Within sixty (60) calendar days of the completion of the mailing of the Individual Settlement Payment and Individual PAGA Payment checks, the Settlement Administrator will provide written certification of completion of settlement administration to Class Counsel and to Defendants' counsel.

68. Binding Effect of Agreement on Participating Class Members. Subject to final Court approval and the occurrence of the Effective Date, all Participating Class Members are deemed by operation of the Final Approval Order and Judgment to be bound to the Class Settlement and thereby to have agreed not to sue or otherwise make a claim against Defendant or any of the Released Parties for any of the Class Released Claims that arose during the Class Release Period.

69. Binding Effect of Agreement on The State of California and Aggrieved Employees. Subject to final Court approval and the occurrence of the Effective Date, the State of California and the Aggrieved Employees are deemed by operation of the Final Approval Order and Judgment to be bound to the PAGA Settlement and thereby to have agreed not to sue or otherwise make a claim against Defendant or any of the Released Parties for any of the PAGA Released Claims that

arose during the PAGA Release Period.

70. Provisional Approval of Settlement. Plaintiff will file a motion in the Action requesting that the Court enter the Preliminary Approval Order. Defendant will not oppose the motion for preliminary approval of the Settlement so long as the motion and supporting papers are consistent with the terms of this Agreement. Class Counsel will provide Defendant's counsel with a reasonable opportunity to review, and provide comments to, the motion for preliminary approval of the Settlement before the motion and supporting papers are filed with the Court. Defendant's Counsel will meet and confer with Class Counsel regarding any disputed factual statements in the motion for preliminary approval before the filing of the motion with the Court.

71. Non-Interference With Claims Procedure. The Parties and their counsel agree that they will not advise, solicit, or otherwise encourage any Class Members to submit Opt-Out Requests or make objections to the Class Settlement or to appeal from the Final Approval Order and Judgment.

72. Final Approval Order and Judgment. Plaintiff will request that the Court enter, after the Final Approval Hearing, a Final Approval Order and Judgment. Plaintiff will request that the Final Approval Order and Judgment certify the Class; find that this Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and State of California; list the employees (if any) who opted-out of the Class Settlement; order that the Participating Class Members release the Released Parties from the Class Released Claims that arose during the Class Release Period and the State of California, with respect to the Aggrieved Employees, release the Released Parties from the PAGA Released Claims that arose during the PAGA Release Period, as set forth in this Agreement; and require the Parties to carry out the provisions of this Agreement. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

73. Automatic Voiding of Agreement If Settlement Not Finalized. If for any reason this Agreement does not become final, the Settlement will be null and void and the orders,

judgment, and dismissal to be entered pursuant to this Agreement shall be vacated, and the Parties will be returned to the status quo prior to entering this Agreement with respect to the Action, as if the Parties had never entered into this Agreement, and the class certified pursuant to this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Action or otherwise.

74. Vacating of Deadlines. The Parties agree to cooperate in vacating any and all class certification deadlines and trial dates. The Parties will cooperate in staying any and all discovery and trial-related dates.

75. Financial Documentation. Defendant shall provide documentation to support claims of financial distress and/or need for a payment plan as necessary to support approval of the Settlement.

76. Invalidation of Agreement for Failure to Satisfy Conditions. If the Court makes material changes to the material terms or conditions of this Agreement, other than changes to comply with the Court's published Case Management Order, that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in which case Defendant would not be obligated to make any payments to any Class Member, Aggrieved Employee, the State of California, to Class Counsel, or to Plaintiff. The Parties shall meet and confer in good faith before exercising such right.

77. Modification In Writing. Prior to the filing of the motion for preliminary approval of the Settlement, this Agreement may be altered, amended, or modified, in whole or in part, only in a writing signed by counsel for all of the Parties to this Agreement. After the filing of the motion for preliminary approval of the Settlement, this Agreement may be altered, amended, or modified, in whole or in part, only in a writing signed by counsel for all of the Parties to this Agreement, and subject to Court approval. This Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

78. Ongoing Cooperation. Plaintiff and Defendant will execute all documents and

perform all acts necessary and proper to effectuate the terms of this Agreement. The execution of such documents must take place prior to the Final Approval Hearing. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator.

79. Notices. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the undersigned persons at their respective addresses as set forth below:

CLASS COUNSEL

LAWYERS *for* JUSTICE, P.C.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Selena Matavosian, Esq.
Yasmin Hosseini, Esq.
Erica Stepanian, Esq.
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

COUNSEL FOR DEFENDANT

PETTIT KOHN INGRASSIA LUTZ & DOLIN
Jennifer N. Lutz, Esq.
Kristin A. Kameen, Esq.
11622 El Camino Real, Suite 300
San Diego, California 92130
Telephone: (858) 345-8514
Fax: (858) 755-8504

80. Binding on Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

81. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Plaintiff, on the one hand, and Defendant, on the other hand, with respect to the settlement of the Action. This Agreement supersedes any

and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Action. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations, or arrangements between the Parties with respect to the settlement of the Action, the PAGA Released Claims, and the Class Released Claims against Defendant and the Released Parties. The Parties explicitly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

82. Execution In Counterparts. This Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement (including facsimile and e-mail copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

83. Captions. The captions, section numbers, and paragraph numbers, in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

84. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

85. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry of the Final Approval Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement pursuant to Code of Civil Procedure section 664.6.

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86. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations

between the Parties, all Parties have contributed to the preparation of this Agreement.

87. Representation and Warranties. Class Counsel and Plaintiff represent and warrant to Defendant that they are not aware of any attorneys beyond those named as Class Counsel who have claims for fees arising out of the Action or the Settlement contemplated by this Agreement.

88. Authorization to Act. Each Party to this Agreement covenants and warrants that (a) such Party has full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery and performance of this Agreement and (b) the person executing this Agreement for such Party has the full right, power and authority to enter into this Agreement on behalf of such Party, and the full right, power and authority to execute any and all necessary instruments in connection with the Settlement, and to fully bind such Party to the terms and obligations of this Agreement.

89. Representation By Counsel. The Parties acknowledge that each of them has been represented by their respective counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of their respective counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Approval Order and Judgment, the Settlement Administrator may distribute funds to Participating Class Members, Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and Plaintiff as provided by this Agreement.

90. Representation By Plaintiff. Plaintiff agrees not to request to be excluded from the Class Settlement and not to object to any terms of this Agreement. Any such request by Plaintiff for exclusion or objection shall be void and of no force or effect.

91. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or Aggrieved Employee, may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Total Settlement Amount from the Parties except as expressly provided in this Agreement.

92. No Reliance on Representations. The Parties have made such investigations of the

facts and the law pertaining to the matters described in this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

93. No Collateral Attack. This Agreement will not be subject to collateral attack by any Class Member or any recipient of the Notice Packet after the Final Approval Order and Judgment. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for opting out of the Class Settlement.

94. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including, and not limited to, the deadline to bring the Action to trial under California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

IT IS SO AGREED:

PLAINTIFF BRENDA BUSTILLO

Dated: _____

By: _____
Brenda Bustillo
Plaintiff

Dated: 8/18/2026

DEFENDANT WILSON CREEK WINERY & VINEYARDS, INC.

By: _____
Bill Wilson
CEO, Wilson Creek Winery & Vineyards, Inc.

facts and the law pertaining to the matters described in this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

93. No Collateral Attack. This Agreement will not be subject to collateral attack by any Class Member or any recipient of the Notice Packet after the Final Approval Order and Judgment. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for opting out of the Class Settlement.

94. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including, and not limited to, the deadline to bring the Action to trial under California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

IT IS SO AGREED:

PLAINTIFF BRENDA BUSTILLO

Dated: 06/17/2026

By: Electronically Signed 2026-06-17 21:45:33 UTC - 172.58.116.129 Nintex AssureSign® ac86107b-d7c3-4dd8-b3d6-b46c01348650

Brenda Bustillo
Plaintiff

Dated: _____

DEFENDANT WILSON CREEK WINERY & VINEYARDS, INC.

By:
Title: _____

APPROVED AS TO FORM AND CONTENT:

Dated: June 17, 2026

LAWYERS *for* JUSTICE, PC

By: _____

Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
Selena Matavosian
Erica Stepanian

APPROVED AS TO FORM AND CONTENT:

Dated: _____

PETIT KOHN INGRASSIA LUTZ & DOLIN PC

By: _____

Jennifer N. Lutz
Kristin A. Kameen

APPROVED AS TO FORM AND CONTENT:

Dated: _____

LAWYERS *for* JUSTICE, PC

By: _____
Arby Aiwazian
Joanna Ghosh
Yasmin Hosseini
Selena Matavosian
Erica Stepanian

APPROVED AS TO FORM AND CONTENT:

Dated: August 20, 2026

PETIT KOHN INGRASSIA LUTZ & DOLIN PC

By: _____
Jennifer N. Lutz
Kristin A. Kameen