

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

*Juan Antonio Lopez and Alexander Read v. Foley Family Wines, Inc.  
Superior Court of California, County of Sonoma, Case No. SCV-269094*

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Juan Antonio Lopez and Alexander Read (“Plaintiffs”) and Defendant Foley Family Wines, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties” or individually as “Party.” This agreement is made subject to approval of the Superior Court of the State of California for the county of Sonoma.

### 1. DEFINITIONS

1.1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Lopez, et al. v. Foley Family Wines Inc.*, Case No. SCV-269094, initiated on August 18, 2021, and pending in Superior Court of the State of California, County of Sonoma.

1.2. “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. “Class” or “Settlement Class” means all current and former non-exempt employees of Defendant who worked for Defendant in the State of California at any time during the Class Period. The Class includes the subclasses identified in the Third Amended Complaint. The Class excludes any employees who have already signed severance or settlement agreements releasing these claims and specifically, all claims released through the settlement in *Octavio Abarca-Rueda v. Foley Family Wines, Inc.*, Sonoma County Superior Court Case No. SCV-268148.

1.5. “Class Counsel” means Hali M. Anderson and Ommar Chavez of ARCH LEGAL, P.C.

1.6. “Class Counsel Expenses Payment” means the amount allocated to Class Counsel for reimbursement of actual litigation costs and expenses incurred in prosecuting the Action.

1.7. “Class Counsel Fees Payment” means the amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees incurred in prosecuting the Action, equal to 33 1/3 % of the Gross Settlement Amount.

1.8. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, telephone number, Social Security number, hire and termination dates, and number of Workweeks worked during the Class Period and PAGA Pay Periods worked during the PAGA Period.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Aggrieved Employee).

1.10. “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.

1.11. “Class Notice” means the Court approved document titled *Notice of Class Action Settlement and Hearing Date for Final Court Approval*, to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from August 18, 2017, through April 20, 2026, or the date of Preliminary Approval, whichever occurs first.

1.13. “Class Representatives” means Juan Antonio Lopez and Plaintiff Alexander Read, the named Plaintiffs in the Third Amended Complaint in the Action.

1.14. “Class Representative Enhancement Payments” means the service payments to the Class Representatives for initiating the Action and providing services in support of the Action, in the amounts of up to \$15,000 for Juan Antonio Lopez and up to \$7,500 for Alexander Read.

1.15. “Court” means the Superior Court of California, County of Sonoma.

1.16. “Defendant” means Foley Family Wines, Inc., a Delaware corporation authorized to do business in California, the named defendant in the Action.

1.17. “Defense Counsel” means John F. Hyland of RUKIN HYLAND & RIGGIN LLP.

1.18. “Effective Date” means the date when 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 follows: (a) if no Participating Class Member objects to the Settlement, the Final Approval Hearing date, provided the Court grants approval; (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 if no appeal from the Judgment is timely filed; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21. “Gross Settlement Amount” means **\$2,000,000**, which is the all-in common fund, non-reversionary amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay any and all payments required under this Settlement, which includes

**ACCEPTED AND AGREED:**

**PLAINTIFFS**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Juan Antonio Lopez

Dated: 3/25/2026

By: \_\_\_\_\_

DocuSigned by:  
ALEXANDER READ

Alexander Read

**DEFENDANT FOLEY FAMILY WINES, INC.**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

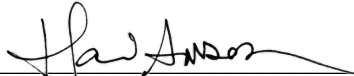
Its: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT BY COUNSEL:**

**ARCH LEGAL, P.C.**

Dated: March 23, 2026

By: \_\_\_\_\_



Graham S.P. Hollis  
Hali M. Anderson  
Ommar Chavez  
Attorneys for Plaintiffs

**RUKIN HYLAND & RIGGIN LLP**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

John F. Hyland  
Attorneys for Defendant Foley Family  
Wines, Inc.

the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Enhancement Payments, and the Administration Expenses Payment. Defendant shall pay the employer's share of payroll taxes outside of and in addition to the Gross Settlement Amount.

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. Members of the Waiting Time Penalties Subclass shall be allocated an additional 6 Workweeks for purposes of calculating their Individual Class Payment, which additional allocation shall not count toward the escalation clause set forth in Paragraph 8.1 below.

1.23. "Individual PAGA Payment" means the PAGA Aggrieved Employee's pro rata share of 25% of the PAGA Payment calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to 75% of the PAGA Payment under Labor Code § 2699, subd. (i).

1.26. "LWDA PAGA Payment" means the 75% of the PAGA Payment paid to the LWDA under Labor Code § 2699, subd. (i), equal to \$75,000.

1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Payment, Class Representative Enhancement Payments, Class Counsel Fees Payment, Class Counsel Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. "Operative Complaint" means the Third Amended Complaint.

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

1.31. "PAGA Aggrieved Employees" or "PAGA Employees" means an "aggrieved employee" as the term is used in the Operative Complaint, which is a current or former non-exempt employee of Defendant who was employed by Defendant in the state of California at any time during the PAGA Period.

1.32. "PAGA Notice" or "PAGA Notices" means Plaintiff Juan Antonio Lopez's April 8, 2021 and September 17, 2021 correspondence sent to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3, subd. (a).

1.33. "PAGA Pay Period" means any pay period during which a PAGA Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.34. “PAGA Payment” means \$100,000, representing the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Aggrieved Employees (\$25,000) and 75% to the LWDA (\$75,000) in settlement of PAGA claims.

1.35. “PAGA Period” means the period from June 13, 2020, through April 20, 2026, or the date of Preliminary Approval, whichever occurs first.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. “Plaintiffs” means Juan Antonio Lopez and Alexander Read, the named plaintiffs in Operative Complaint in this Action.

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

1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.

1.42. “Released Parties” means: Defendant Foley Family Wines, Inc., and each of its past, present, and future officers, directors, managers, members, employees, agents, representatives, attorneys, insurers, investors, shareholders, consultants, parent companies, direct and indirect subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint ventures, and where applicable, its or their respective predecessors, successors, heirs, executors, assignees, administrators, and representatives.

1.43. “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.

1.44. “Response Deadline” means 30 days after the Administrator mails Class Notice to Class Members and PAGA Aggrieved Employees and shall be the last date on which Class Members may: (a) fax or mail Requests for Exclusion from the Settlement, or (b) fax or mail his or her Objection to the Settlement, or (c) dispute the number of Workweeks set forth in the Class Notice. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.

1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46. “Waiting Time Penalties Subclass” means all members of the Class who separated employment at least once any time between three years from the date of filing of the initial Complaint through the end of the Class Period.

1.47. “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

## **2. RECITALS**

2.1. On April 8, 2021, Plaintiff satisfied the procedural requirements of California Labor Code section 2699.3 by serving notice of wage and hour violations and applicable penalties upon the LWDA and Defendant. On September 17, 2021, Plaintiff submitted an amended notice to the LWDA and Defendant to include additional facts and violations. Following the 65-day notice period required under Labor Code § 2699.3, the LWDA did not provide notice of whether it intends to investigate the alleged violations. Accordingly, Plaintiff Lopez exhausted his administrative remedies under PAGA.

2.2. On August 18, 2021, Plaintiff filed a representative PAGA action in the Sonoma County Superior Court, Case No. SCV-269094. On September 28, 2022, Plaintiff filed a First Amended Complaint including additional facts regarding regular rate of pay claims. On April 1, 2025, Plaintiff filed a Second Amended Complaint adding class claims.

2.3. As a condition of this Settlement, the Parties stipulate to the filing of the Third Amended Complaint in the same form as the Proposed Third Amended Complaint attached as Exhibit 1 to the Motion for Leave to File Third Amended Complaint filed on January 26, 2026, which adds Plaintiff Alexander Read as a named plaintiff and class representative.

2.4. The Operative Complaint alleges the following causes of action: (1) violation of the Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.); (2) failure to pay minimum and regular wages in violation of Labor Code §§ 1194, 1197, and 1198; (3) failure to pay overtime wages in violation of Labor Code §§ 510 and 1198; (4) failure to provide compliant meal periods and/or timely pay premium wages in violation of Labor Code §§ 204, 226.7, and 512; (5) failure to authorize or permit compliant rest periods and/or timely pay premium wages in violation of Labor Code §§ 204 and 226.7; (6) failure to reimburse for necessary business expenses in violation of Labor Code § 2802; (7) failure to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties in violation of Labor Code §§ 201-203; (8) failure to furnish accurate itemized wage statements in violation of Labor Code § 226; and (9) violation of California’s Unfair Competition Law (Business & Professions Code §§ 17200, et seq.).

2.5. Defendant denies all allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged. Defendant maintains that it has complied with all applicable wage and hour laws and asserts various defenses to the claims asserted.

2.6. Prior to entering into this Settlement, the Parties engaged in significant investigation and discovery. Plaintiffs obtained, through formal and informal discovery, employment, payroll, and timekeeping records, Defendant’s policies and procedures related to the claims asserted, and

the identity of and contact information for the putative class members and PAGA aggrieved employees. The Parties engaged in meaningful analysis of the information and documents produced. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.7. On November 12, 2025, the Parties participated in a mediation presided over by experienced wage and hour class action mediator Tripper Ortman. Following extensive arm's length negotiations facilitated by the mediator, the Parties reached an eventual agreement in principle to settle the Action. The Parties memorialized their agreement in a Memorandum of Understanding executed on February 20, 2026. The settlement is the product of hard-fought, arm's length negotiations by experienced and well-informed counsel.

2.8. The Parties recognize the expense and length of continued proceedings necessary to prosecute this litigation against Defendant through class certification, summary judgment, trial, and through any possible appeals. The Parties also have considered the uncertainty and risk of further litigation, the potential outcome of the Action, the difficulties and delays inherent in such litigation, and the substantial expenses associated with continued prosecution and defense of the Action. The Parties have also taken into account the benefits of resolution. Based on the foregoing, the Parties believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members and PAGA Aggrieved Employees.

2.9. The Court has not granted class certification for purposes of litigation.

2.10. For purposes of this Settlement only, the Parties will stipulate to the certification of a class represented by Plaintiffs' counsel and by Plaintiffs as class representatives.

### **3. MONETARY TERMS.**

3.1. Gross Settlement Amount. Defendant agrees to pay Two Million Dollars (\$2,000,000) as the all-in common fund, non-reversionary Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA 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:

3.3. To Class Representatives. Class Representative Enhancement Payments to Juan Antonio Lopez in an amount not to exceed \$15,000, and to Alexander Read in an amount not to exceed \$7,500, for a total of up to \$22,500, for the time and work they performed in connection with the Action and in exchange for their execution of general releases of all claims against Defendant in their individual capacities and waiver of California Civil Code § 1542, as outlined in Paragraph 5.3 of this Agreement. The Class Representative Enhancement Payments are separate

from and in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members and PAGA Aggrieved Employees. Defendant will not oppose Plaintiffs' request for Class Representative Enhancement Payments that do not exceed these amounts. If the Court approves Class Representative Enhancement Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Enhancement Payments using IRS Form 1099. The Class Representatives assume full responsibility and liability for any employee taxes owed on the Class Representative Enhancement Payments.

3.4. To Class Counsel. A Class Counsel Fees Payment of not more than one-third (33 1/3%) of the Gross Settlement Amount, which is currently estimated to be \$666,666.67, and a Class Counsel Expenses Payment for reimbursement of actual litigation costs and expenses incurred in prosecuting the Action. Defendant will not oppose requests for these payments provided that the Class Counsel Fees Payment does not exceed one-third of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel 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 to any portion of any Class Counsel Fees Payment and/or Class Counsel Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Expenses Payment and holds Defendant harmless from any dispute or controversy regarding any division or sharing of these Payments.

3.5. To the Administrator. An Administration Expenses Payment not to exceed \$17,390.00. To the extent the Administration Expenses are less or the Court approves payment less than the amount in the Administrator's bid, the Administrator will retain the remainder in the Net Settlement Amount.

3.6. To the LWDA and PAGA Aggrieved Employees. PAGA Payment in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.

3.7. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Aggrieved Employees' 25% share of the PAGA Payment (\$25,000) by the total number of PAGA Pay Periods worked by all PAGA Aggrieved Employees during the PAGA Period and (b) multiplying the result by each PAGA Aggrieved Employee's PAGA Pay Periods worked. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3.9. To Each Participating Class Member. An Individual Class Payment calculated from the Net Settlement Amount and allocated on a pro rata basis according to the number of Workweeks each Participating Class Member worked during the Class Period. The Administrator

shall calculate Individual Class Payments using the following formula: Individual Class Payment = [Net Settlement Amount x (Participating Class Member's Individual Number of Workweeks/Total Number of Workweeks for all Participating Class Members)].

3.10. Members of the Waiting Time Penalties Subclass will be allocated an additional six (6) Workweeks for purposes of calculating their Individual Class Payment. This additional allocation of work weeks for the Waiting Time Penalties Subclass shall not count toward the escalation clause set forth in Paragraph 8.1 of this Agreement.

3.11. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Defendant will pay the employer's share of payroll taxes on the Wage Portions outside of and in addition to the Gross Settlement Amount. The remaining eighty percent (80%) 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 Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.12. Tax Allocation of Individual PAGA Payments. Individual PAGA Payments to Aggrieved Employees will be allocated as 100% penalties. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any employee taxes owed on their Individual PAGA payments.

3.13. 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. Non-Participating Class Members who qualify as PAGA Aggrieved Employees will still receive Individual PAGA Payments.

#### **4. SETTLEMENT FUNDING AND PAYMENT PROCEDURES.**

4.1. Class Data. Not later than 7 calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Class Data shall include each Class Member's name, last-known mailing address, telephone number, Social Security number, hire and termination dates, number of Workweeks worked during the Class Period, and PAGA Pay Periods worked during the PAGA Period. If Defendant fails to timely provide the Class Data, the number of days of delay will be subtracted from the funding timeline set forth below in Paragraph 4.3.

4.2. No later than 3 business days after receipt of the Class Data, the Administrator shall notify both Parties in writing that the Class Data has been received and shall state the total number of Class Members and the total number of Workweeks reflected in the Class Data. 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 Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 15 calendar days after the Effective Date. To the extent that Defendant fails to timely provide the Class Data as required by Paragraph 4.1 above, the number of calendar days of delay will be subtracted from the funding deadline set forth in this Paragraph 4.3.

4.4. Payments from the Gross Settlement Amount. Within 21 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Class Representative Enhancement Payments.

4.5. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members. The Administrator will send checks for Individual PAGA Payments to all PAGA Aggrieved Employees including Non-Participating Class Members who qualify as PAGA Aggrieved Employees. The Administrator may send Participating Class Members who are also PAGA Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Administrator shall issue IRS W-2 Forms for the Wage Portions of Individual Class Payments (with appropriate tax withholdings deducted) and IRS 1099 Forms for the Non-Wage Portions of Individual Class Payments and for all Individual PAGA Payments.

4.6. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 calendar 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, if requested by the Class Member prior to the void date.

4.7. 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 Code of Civil Procedure § 384, subd. (b).

4.8. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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.

## **5. RELEASES OF CLAIMS.**

As of the date Defendant fully funds the Gross Settlement Amount and the employer’s share of payroll taxes pursuant to the terms of this Agreement, Plaintiffs, Participating Class Members, PAGA Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1. Released Class Claims by Participating Class Members. Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of this Agreement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the Class Period, including, but not limited to, any and all claims involving any alleged: (1) failure to pay minimum and regular wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and/or pay meal period premium wages; (4) failure to authorize and permit rest periods and/or pay rest period premium wages; (5) failure to reimburse business expenses; (6) failure to timely pay all wages due and owing upon separation of employment, including waiting time penalties; (7) failure to furnish accurate itemized wage statements; and (8) violations of Business & Professions Code §§ 17200 et seq. (the “Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits, wrongful termination claims, violation of the Fair Employment and Housing Act, or claims based on facts occurring outside the Class Period. The Released Class Claims shall only be effective upon full funding of the Gross Settlement Amount and the employer’s share of payroll taxes.

5.2. PAGA Claims released by All Aggrieved Employees. Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of this Agreement, all PAGA Aggrieved Employees (including those who opt out of the Class Settlement), Plaintiffs, and the State of California (through Plaintiffs as Private Attorneys General) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices during the PAGA Period, including, but not limited to, PAGA claims for: (1) failure to pay minimum, regular, and/or overtime wages in violation of Labor Code §§ 204, 210, 510, 1194, 1197, 1197.1, and 1198; (2) failure to provide meal periods and/or pay meal period premium wages in violation of Labor Code §§ 204, 226.7, and 512; (3) failure to provide rest periods and/or pay rest period premium wages in violation of Labor Code §§ 204 and 226.7; (4) failure to reimburse necessary business expenses in violation of Labor Code § 2802; (5) failure to timely pay all wages due and owing upon separation of employment and/or pay waiting time penalties in violation of Labor Code §§

201, 202, 203, and 210; (6) failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226 and 226.3; (7) failure to maintain accurate records in violation of Labor Code §§ 226, 1174, and 1174.5; and (8) failure to timely provide employment, time, and/or payroll records upon request in violation of Labor Code §§ 226, 1198, and 1198.5 (the “Released PAGA Claims”). The Released PAGA Claims are not optional and shall apply to all PAGA Aggrieved Employees, including Non-Participating Class Members who qualify as PAGA Aggrieved Employees. The Released PAGA Claims shall only be effective upon full funding of the Gross Settlement Amount and the employer’s share of payroll taxes.

5.3. General Release by Class Representatives. This Agreement is conditioned upon a full general release by the Class Representatives. In exchange for the Class Representative Enhancement Payments, upon the Effective Date and full funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of this Agreement, the Class Representatives and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred during the Class Period or PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Action and the Operative Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and the PAGA Notices. The Class Representatives’ release does not extend to any claims or actions to enforce the terms of this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits. The Class Representatives acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that this release shall be and remain effective in all respects, notwithstanding such different or additional facts or the Class Representatives’ discovery of them.

5.3.1. Class Representatives’ Waiver of Rights Under California Civil Code Section 1542. For purposes of the Class Representatives’ release, the Class Representatives expressly waive and relinquish 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.

The Class Representatives understand and expressly agree that this Agreement extends to all claims that they have against the Released Parties, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to any incident or event occurring in whole or in part on or before the Effective Date of this Agreement.

## 6. MOTION FOR PRELIMINARY APPROVAL.

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel 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 v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) (“*Dunk/Kullar*”) and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (l); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) the proposed Class Notice substantially in the form attached as Exhibit A; and (iv) a signed declaration from Class Counsel attesting to their competency to represent the Class Members, their timely transmission to the LWDA of all necessary PAGA documents (including the settlement agreement, operative complaint, and any other required documents in compliance with Labor Code § 2699, subd. (l)(2) and (3), and the absence of any conflicts of interest with Class Members and/or the Administrator. To the extent practicable, Class Counsel will endeavor to provide the drafts in (i), (ii), and (iii) to Defense Counsel at least seven (7) calendar days before filing for review and comment.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. The Parties agree to preferably select April 15, 2026, as the Hearing Date on the Motion for Preliminary Approval, to the extent possible.

6.3. Transmission to LWDA. Class Counsel shall transmit to the LWDA a copy of this Agreement, the Operative Complaint, and any other documents required by Labor Code § 2699, subd. (l)(2) and (3) at the following address: California Labor and Workforce Development Agency, Attn: PAGA Administrator, 1515 Clay Street, Suite 801, Oakland, CA 94612.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

## 7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1. The Parties and their Counsel represent that they have no interest or

relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

## 7.2 Notice to Class Members.

7.2.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify both Class Counsel and Defense Counsel in writing that the Class Data has been received and state the total number of Class Members, PAGA Aggrieved Employees, Workweeks, and PAGA Pay Periods reflected in the Class Data.

7.2.2 Using best efforts to perform as soon as possible, and in no event later than twenty-one (21) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, postage prepaid, the Class Notice substantially in the form attached to this Agreement as Exhibit A, or as modified by the Court and agreed to by the Parties. The first page of the Class Notice shall prominently display and estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall perform a Class Member Address Search to update Class Member addresses.

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

7.2.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.2.5 If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

## 7.3 Requests for Exclusion.

7.3.1 Class Members who wish to exclude themselves from the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not

later than thirty (30) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name and address. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.3.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.3.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.3.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.4 Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have thirty (30) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator in writing via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods 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 PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

#### 7.5 Objections to Settlement.

7.5.1 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

the amounts requested for the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and/or the Class Representative Enhancement Payments.

7.5.2 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 retain 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 thirty (30) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

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

7.6 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.

7.6.1 Website, Email Address and Toll-Free Number. The Administrator will establish and 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, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Final Approval Order and Judgment. The Administrator will also maintain and monitor a toll-free telephone number and email address to receive Class Member calls, faxes, and emails.

7.6.2 Requests for Exclusion and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.6.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received (whether valid or invalid), objections received, and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.6.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.6.5 Administrator's Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and the Exclusion List. The Administrator must also provide a breakdown of the Gross Settlement Amount, high/low/average payments to Participating Class Members, the total Workweeks and PAGA Pay Periods worked by Class Members and Aggrieved Employees and the per Workweek and per PAGA Pay Period value of each. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.6.6 Final Report by Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least ten (10) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

## **8. ESCALATION CLAUSE AND DEFENDANT'S RIGHT TO WITHDRAW.**

8.1 Escalation Clause (Pro Rata Increase). The Gross Settlement Amount was calculated with, and is premised on, the Parties' understanding that there are approximately 114,000 Workweeks in the Class Period. The Parties agree that if the actual number of Workweeks exceeds 114,000 by more than ten percent (10%), meaning 125,400 Workweeks, then the GSA will be increased on a pro-rata basis equal to the total percentage increase in the workweeks. The additional six (6) Workweeks outlined in Paragraph 3.2.6 of this agreement, allocated to members of the Waiting Time Penalties Subclass for purposes of calculating their Individual Class Payments pursuant to Paragraph 3.2.5 of this Agreement, shall not be counted toward the escalation threshold set forth in this Paragraph 8.1.

8.2 Defendant's Right to Withdraw. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect and constitute a waiver of Defendant's right to withdraw from the Settlement.

## 9. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs 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, subd. (I), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). To the extent practicable, Plaintiffs will endeavor to provide drafts of these documents to Defense Counsel not later than seven (7) calendar days prior to 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.

9.1 Administrator’s Declaration. Not later than 14 calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of valid and invalid Requests for Exclusion received, the number of written objections received, the Exclusion List, any challenges to Workweeks and/or PAGA Pay Periods, and updated calculations of Individual Class Payments and Individual PAGA Payments if necessary. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration in Court.

9.2 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 prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.3 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 or PAGA Aggrieved Employees), 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 Court’s decision to award less than the amounts requested for the Class Representative Enhancement Payments, Class Counsel Fees Payment, and/or Class Counsel Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.4 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.

9.5 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 Expenses Payment reflected set forth 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 such time as 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.

9.6 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 or PAGA Aggrieved Employees), 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 Enhancement Payments 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.

## **10. ADDITIONAL PROVISIONS.**

10.1 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's 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, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and 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).

10.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant 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) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) 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. Plaintiffs, 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.

10.3 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.

10.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

10.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator Tripper Ortman for non-binding guidance and to assist the Parties in negotiating a resolution of their disagreement. The Parties may also seek resolution from the Court if necessary.

10.7 No Prior Assignments. The Parties separately 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 right released and discharged by the Party in this Settlement.

10.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise. Class Members bear sole responsibility for any and all tax liabilities associated with any payments received under this Settlement.

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

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

10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

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

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

10.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

10.17 Stay of Litigation and Extension of Trial Date. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement and pursuant to Code of Civil Procedure § 583.330 to extend the date to bring the case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

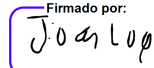
10.18 Enforcement. This Agreement is enforceable under Code of Civil Procedure § 664.6. In the event of any disagreement between or among the Parties as to the interpretation, application, or enforcement of any provision of this Agreement, the Parties agree to bring the disagreement to the mediator Tripper Ortman for non-binding guidance and to assist the Parties in negotiating a resolution of their disagreement. If the Parties are unable to resolve the disagreement through the mediator, any Party may seek resolution from the Court.

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**ACCEPTED AND AGREED:**

**PLAINTIFFS**

Dated: 3/23/2026 By: \_\_\_\_\_

Firmado por:  
  
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Juan Antonio Lopez

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Alexander Read

**DEFENDANT FOLEY FAMILY WINES, INC.**

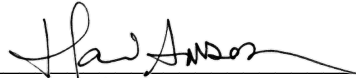
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Its: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT BY COUNSEL:**

**ARCH LEGAL, P.C.**

Dated: March 23, 2026 By: \_\_\_\_\_



Graham S.P. Hollis  
Hali M. Anderson  
Ommar Chavez  
Attorneys for Plaintiffs

**RUKIN HYLAND & RIGGIN LLP**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

John F. Hyland  
Attorneys for Defendant Foley Family  
Wines, Inc.

**ACCEPTED AND AGREED:**

**PLAINTIFFS**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Juan Antonio Lopez

Dated: 3/25/2026

By: \_\_\_\_\_

DocuSigned by:  
ALEXANDER READ

Alexander Read

**DEFENDANT FOLEY FAMILY WINES, INC.**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

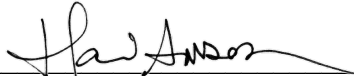
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**APPROVED AS TO FORM AND CONTENT BY COUNSEL:**

**ARCH LEGAL, P.C.**

Dated: March 23, 2026

By: \_\_\_\_\_



Graham S.P. Hollis  
Hali M. Anderson  
Ommar Chavez  
Attorneys for Plaintiffs

**RUKIN HYLAND & RIGGIN LLP**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

John F. Hyland  
Attorneys for Defendant Foley Family  
Wines, Inc.

**ACCEPTED AND AGREED:**

**PLAINTIFFS**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Juan Antonio Lopez

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Alexander Read

**DEFENDANT FOLEY FAMILY WINES, INC.**

Dated: 3/24/2026 By: <sup>Signed by:</sup> Shawn Schiffer  
A618FB46E7824D0...  
Its: Shawn Schiffer President

**APPROVED AS TO FORM AND CONTENT BY COUNSEL:**

**ARCH LEGAL, P.C.**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Graham S.P. Hollis  
Hali M. Anderson  
Ommar Chavez  
Attorneys for Plaintiffs

**RUKIN HYLAND & RIGGIN LLP**

Dated: 3/24/2026 By: <sup>Signed by:</sup> John F. Hyland  
87206B9AD09146F...  
John F. Hyland  
Attorneys for Defendant Foley Family  
Wines, Inc.

# **EXHIBIT A**

# EXHIBIT A

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

*Lopez, et al. v. Foley Family Wines, Inc.  
Superior Court of the State of California, County of Sonoma  
Case No. SCV-269094*

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Foley Family Wines, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by former Defendant employees Juan Antonio Lopez and Alexander Read (“Plaintiffs”) and seeks payment of back pay, damages, and penalties on behalf of (1) a class of non-exempt employees of Defendant who worked in California during the Class Period (August 18, 2017 through April 20, 2026, or the date the Court grants preliminary approval, whichever is earlier) (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees of Defendant who worked in California during the PAGA Period (June 13, 2020 through April 20, 2026, or the date the Court grants preliminary approval, whichever is earlier) (“Aggrieved Employees” or “PAGA Members”).

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

**[CLASS MEMBER NAME] [ID/CONTROL NUMBER]**

<b>Two Parts</b>	<b>Workweeks Worked During Class Period (Class Member); Pay Periods Worked During PAGA Period (Aggrieved Employee)</b>	<b>Your Estimated Share</b>
Class Member	<b>[INSERT]</b> (During Class Period)	<b>[\$INSERT]</b> (Individual Class Payment)
Aggrieved Employee	<b>[INSERT]</b> (During PAGA Period)	<b>[\$INSERT]</b> (Individual PAGA Payment)

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment (less withholdings) and your Individual PAGA Payment are shown in the chart above, along with the workweeks and pay periods worked you are credited with working during the Class Period and PAGA Period, respectively, according to Defendant’s records. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) If you believe you worked more workweeks or pay periods during either of the relevant periods, you can submit a challenge by the deadline. See Section 4 of this Notice for details.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING &amp; PARTICIPATE IN THE SETTLEMENT</b>	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims and Released PAGA Claims described below.
<b>OPT-OUT (EXCLUDE YOURSELF)</b>  <b>DEADLINE: [INSERT DATE]</b>	<p>If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section 3, paragraph 10 of this Notice.</p>
<b>OBJECT</b>  <b>DEADLINE: [INSERT DATE]</b>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
<b>DISPUTE YOUR WORKWEEKS OR PAY PERIODS WORKED</b>  <b>DEADLINE: [INSERT DATE]</b>	If you believe that your number of workweeks or pay periods worked listed above is incorrect, you may challenge it. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks and pay periods you worked during the Class Period and PAGA Period. The numbers you are credited are shown in the chart on the first page, and are based on Defendant’s records. If you disagree

	with either of these numbers, you must challenge it by the deadline. See Section 4 of this Notice.
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***Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.***

<b>YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED</b>	
<p><b>DATE:</b> [INSERT DATE]</p> <p><b>TIME:</b> [INSERT TIME] A.M. / P.M.</p> <p><b>PLACE:</b> [INSERT COURTROOM AND ADDRESS]</p>	<p>At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>

**1. WHAT IS THE ACTION ABOUT?**

Plaintiffs are former non-exempt employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum and regular wages; failing to pay overtime wages; failing to provide meal periods and/or pay premium wages; failing to provide rest breaks and/or pay premium wages; failing to reimburse necessary business expenses; failing to timely pay all wages due upon separation of employment (waiting time penalties); failing to provide accurate itemized wage statements; failing to maintain accurate payroll records; and violations of Business and Professions Code § 17200, et seq. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

Plaintiffs are represented by counsel in the Action (“Class Counsel”) and Defendant is represented by counsel (“Defense Counsel”). See Section 9 below for their contact information.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendant Will Pay \$2,000,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement within fifteen (15) days after the Effective Date. The Judgment will be final on the date the Court grants Final Approval, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$666,666.67 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and actual litigation expenses of up to \$60,000. To date, Class Counsel have worked and incurred expenses without payment.
  - B. Up to \$15,000.00 as a Class Representative Enhancement Payment to Juan Antonio Lopez and up to \$7,500.00 as a Class Representative Enhancement Payment to Alexander Read, for a total of up to \$22,500.00, for filing the Action, working with Class Counsel and representing the Class. The Class Representative Enhancement Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$17,390.00 to the Administrator for services administering the Settlement.
  - D. \$100,000.00 for PAGA Penalties, allocated 75% (\$75,000.00) to the LWDA PAGA Payment and 25% (\$25,000.00) in Individual PAGA Payments to the Aggrieved Employees based on their share of Pay Periods worked during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks worked during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and eighty percent (80%) for interest and penalties (the "Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). The void date will be not less than 180 calendar days from the date the check is mailed. If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California Controller's Unclaimed Property Fund in your name.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [RESPONSE DEADLINE], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [RESPONSE DEADLINE]. The Request for Exclusion should be a letter from a Class Member or their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of this Agreement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the Class Period, including, but not limited to, any and all claims involving any alleged: (1) failure to pay minimum and regular wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and/or pay meal period premium wages; (4) failure to authorize and permit rest periods and/or pay rest period premium wages; (5) failure to reimburse business expenses; (6) failure to timely pay all wages due and owing upon separation of employment, including waiting time penalties; (7) failure to furnish accurate itemized wage statements; and (8) violations of Business & Professions Code §§ 17200 et seq. (the “Released Class Claims”). Participating Class Members do not release any other claims, including claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits, wrongful termination claims, violation of the Fair Employment and Housing Act, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has fully paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases are as follows:

Upon the Effective Date and full funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of this Agreement, all PAGA Aggrieved Employees (including those who opt out of the Class Settlement), Plaintiffs, and the State of California (through Plaintiffs as Private Attorneys General) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices during the PAGA Period, including, but not limited to, PAGA claims for: (1) failure to pay minimum, regular, and/or overtime wages in violation of Labor Code §§ 204, 210, 510, 1194, 1197, 1197.1, and 1198; (2) failure to provide meal periods and/or pay meal period premium wages in violation of Labor Code §§ 204, 226.7, and 512; (3) failure to provide rest periods and/or pay rest period premium wages in violation of Labor Code §§ 204 and 226.7; (4) failure to reimburse necessary business expenses in violation of Labor Code § 2802; (5) failure to timely pay all wages due and owing upon separation of employment and/or pay waiting time penalties in violation of Labor Code §§ 201, 202, 203, and 210; (6) failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226 and 226.3; (7) failure to maintain accurate records in violation of Labor Code §§ 226, 1174, and 1174.5; and (8) failure to timely provide employment, time, and/or payroll records upon request in violation of Labor Code §§ 226, 1198, and 1198.5 (the “Released PAGA Claims”).

**4. HOW WILL PAYMENTS BE CALCULATED?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments 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 the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweeks Worked and Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated on the first page of this Notice. You have until **[RESPONSE DEADLINE]** to challenge the number of workweeks or pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of workweeks and pay periods based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek and pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

**5. HOW WILL I GET PAID?**

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out). The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members who are Aggrieved Employees. If you opted out of the Class Settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, an Individual PAGA Payment check to every Non-Participating Class Member who qualifies as an Aggrieved Employee.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Lopez, et al. v. Foley Family Wines, Inc.*, Sonoma County Superior Court Case No. SCV-269094, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the

request for you, it will not be valid. Send your request to be excluded to the Administrator by mail, email, or fax by [RESPONSE DEADLINE] or it will be invalid. Section 9 of this Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least 16 court days before the Final Approval Hearing on [DATE], Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and why the Fees, Litigation Expenses and Class Representative Service Payment are reasonable, stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also access this information from the Administrator's website or from the Court Clerk's office at the address and/or website set forth in Section 8 below.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is [RESPONSE DEADLINE]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Lopez, et al. v. Foley Family Wines, Inc.*, Sonoma County Superior Court Case No. SCV-269094, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [INSERT DATE] at [INSERT TIME] in Department 18 of the Superior Court of California, County of Sonoma, located at 600 Administration Drive, Santa Rosa, CA 95403. At the Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend at your own cost) either personally, by telephone, or virtually using the Court's virtual appearance platform. You may check the Court's website for the most current information (<https://sonoma.courts.ca.gov/>).

Class members may appear at the final approval hearing in person or remotely using the Court's virtual appearance platform. Instructions for appearing remotely should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

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

## 9. HOW CAN I GET MORE INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Administrator’s settlement website at [INSERT ADMIN WEBSITE], (b) online on the Court’s website at https://sonoma.courts.ca.gov/, (c) in person at the Court’s Clerk’s Office, or (d) by contacting Class Counsel or the Administrator (see below).

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator’s website at [INSERT ADMIN WEBSITE]. The Judgment will be posted on the Administrator’s website for at least 180 days. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

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

**Class Counsel:**

**ARCH LEGAL, P.C.**

Graham S.P. Hollis, ghollis@archlegal.com  
Hali M. Anderson, handerson@archlegal.com  
Ommar Chavez, ochavez@archlegal.com  
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San Diego, CA 92103  
Phone: 619.692.0800

**RUKIN HYLAND & RIGGIN LLP**

John F. Hyland, jhyland@rukinhyland.com  
1939 Harrison St., Suite 925  
Oakland, CA 94612  
Phone: (415) 421-1800

**Settlement Administrator:**

APEX CLASS ACTION, LLC  
Email Address: [INSERT EMAIL]  
Mailing Address: [INSERT ADDRESS]  
Telephone: [INSERT PHONE]  
Fax Number: [INSERT FAX]  
Website: [INSERT WEBSITE]

**Defense Counsel:**

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check and for good cause as mutually agreed upon by the Parties in writing. Once your check is void, there is no way to recover the money as it will be transmitted to the California Controller’s Unclaimed Property Fund.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. Your check will be sent to the address on this Notice unless the Administrator is notified of a change. See Section 9 of this Notice for the Administrator’s contact information.