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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

MARIA ESTHER HUNTER, individually,
and on behalf of all others similarly situated,

Plaintiff,

v.

WEIBEL INCORPORATED DBA WEIBEL
FAMILY VINEYARDS & WINERY, a
corporation; FRED WEIBEL, JR., an
individual; RB WINE ASSOCIATES, LLC
DBA RACK & RIDDLE, a limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. STK-CV-UOE-2024-0000950

*[Assigned for all purposes to Honorable Robert
T. Waters Department 11B]*

**CLASS ACTION SETTLEMENT
AGREEMENT**

Complaint filed: January 25, 2024
Trial date: Not Set

This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Maria Esther Hunter (“Plaintiff”) and Defendants Weibel Incorporated dba Weibel Family Vineyards & Winery, and Fred Weibel, Jr. (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Action” means Plaintiff’s lawsuit alleging class action wage and hour violations against Defendants captioned *Maria Hunter v. Weibel Incorporated, dba Weibel Family Vineyards & Winery, Fred Weibel, Jr., RB Wine Associates, LLC dba Rack & Riddle*, San Joaquin Superior

Court Case No. STK-CV-UOE-2024-0000950.

1.2 “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs” 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” means all persons who performed work for Defendants in California during the Class Period, including current and former employees (“Class Member(s)”).

1.5 “Class Counsel” means Benjamin H. Haber, Esq., Talar DerOhannessian, Esq., and Samantha Costa, Esq. of Wilshire Law Firm, PLC.

1.6 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third (1/3) of the GSA (currently estimated at \$116,666.67).

1.7 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$20,000.00, and paid from the Gross Settlement Amount.

1.8 “Class Data” means Class Member identifying information in Defendants’ possession, custody, or control for each Class Member, including each Class Member’s name, Social Security Number, last known mailing address, last known telephone number, and number of Workweeks.

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

1.10 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this

Agreement.

1.11 “Class Period” means the period from July 31, 2019, through November 5, 2025.

1.12 “Class Representative” means the named Plaintiff Maria Hunter in the Action.

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

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

1.15 “Defendants” means named Defendants Weibel Incorporated dba Weibel Family Vineyards & Winery, and Fred Weibel, Jr.

1.16 “Defense Counsel” means Lisa Blanco Jimenez (SBN 234671) of Neumiller & Beardslee, APC.

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

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

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

1.20 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.21 “Gross Settlement Amount” or “GSA” means \$350,000.00 which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8, Escalator Clause.

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.

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

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

1.25 “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.

1.26 “Operative Class Complaint” means the operative class action complaint filed in the Class Action.

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

1.28 “Plaintiff” means Maria Hunter, the named plaintiff in the Action.

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

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

1.31 “Released Parties” means Defendants and Defendants’ officers, directors, managerial employees, and agents. Nothing in this Agreement shall be construed to create liability for any person or entity not expressly identified as a Released Party.

1.32 “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.

1.33 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.34 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.35 “Workweek” means any workweek in which a Class Member worked any hours for Defendants in California during the Class Period.

2. **RECITALS.**

2.1 Plaintiff Maria Hunter filed this class action complaint on January 25, 2024, against Defendants Weibel Incorporated dba Weibel Family Vineyards & Winery, and Fred Weibel, Jr., for systemic violations of the California Labor Code and Business & Professions Code. Plaintiff brings this action on behalf of herself and similarly situated employees for: (1) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.). Defendants’ liability is supported by Plaintiff’s testimony and corroborated by the nature of Defendants’ policies and practices, which affected not only Plaintiff but similarly situated employees across the class period.

2.2 This matter is assigned for all purposes to Honorable Robert T. Waters, Department 11B of the San Joaquin Superior Court. A trial date has not been set.

2.3 Defendants deny the allegations in the Actions, denies any failure to comply with the laws identified in the Actions, and denies any and all liability for the causes of action alleged in the Actions.

2.4 In advance of mediation, Defendants agreed to provide informal discovery, including Defendants’ informal production of Class members’ time and pay records; Plaintiff’s personnel files including time records and pay stubs, data points, and policies applicable to Class Members during the Class Period. In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to the Actions.

2.5 Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff's 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*").

2.6 On November 5, 2025, the Parties participated in an all-day mediation presided over by mediator Hon. Howard R. Broadman (Ret.) via Zoom. The Parties accepted a mediator's proposal that day and agreed on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on December 12, 2025.

2.7 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants will pay \$350,000.00 to fully settle, resolve, and extinguish all claims asserted in the Actions. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the wage portions of the Individual Class Payments, which Defendants will pay separately. Defendants shall have no further payment obligations beyond funding the Gross Settlement Amount and employer payroll taxes, if any, and no portion of the Settlement shall revert to Defendants under any circumstances.

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

3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than \$10,000.00 in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. If the Court approves an Enhancement

Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be \$116,666.67, and a Class Counsel Litigation Expenses Payment for actual costs. Defendants will not oppose requests for these payments. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs for actual costs, not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less, or the Court approves payment of less than requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. All Settlement payments to Class Members from the Net Settlement Amount will be paid and reported by the Administrator

on an IRS Form 1099. In the event the Court requires that a portion of the payments be made as wages subject to an IRS Form W-2, the Parties agree to work cooperatively to amend the tax treatment allocation to allow for a portion of the Settlement payments to be paid and reported as wages. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks. Based on a review of their records, Defendants represent there are 109 Class Members who collectively worked a total of 8,428 Workweeks during the Class Period.

4.2 Class Data. Within 7 days of the Court issuing an order granting preliminary approval of this Settlement, Defendants will deliver to the Administrator identifying information in Defendants' possession, custody, or control for each Class Member, including each Class Member's name, Social Security Number, last known mailing address, last known telephone number, and number of Workweeks. The Administrator will maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement (such as issuing notices and payments to the Class Members) 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. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data is incomplete, inaccurate, or 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 Defendants 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. Additionally, on or before the date on which Plaintiff files the initial motion for approval of this Settlement, Defendants' counsel shall confirm in writing to Plaintiff's counsel that the Class Data will be in

1 their possession by no later than 7 calendar days after that filing date, to ensure that there will be
2 no delays in providing the Class Data to the Administrator.

3 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
4 Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting
5 the funds to the Administrator no later than fourteen (14) days of the Effective Date.

6 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendants
7 fully fund the GSA, the Administrator will mail checks for all Individual Class Payments, the
8 Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
9 Expenses Payment, and the Enhancement Award. Disbursement of the Class Counsel Fees
10 Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award shall not
11 precede disbursement of Individual Class Payments.

12 4.4.1 The Administrator will issue checks for the Individual Class Payments and send
13 them to the Class Members via First Class U.S. Mail. The face of each check shall prominently
14 state the date (180 days after the date of mailing) when the check will be voided ("Void Date").
15 The Administrator will cancel all checks not cashed by the Void Date. The Administrator will
16 send checks for Individual Settlement Payments to all Participating Class Members (including
17 those for whom the Class Notice was returned undelivered). Before mailing any checks, the
18 Settlement Administrator must update the recipients' mailing addresses using the National
19 Change of Address Database.

20 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
21 Members whose checks are returned undelivered without USPS forwarding address. Within
22 seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
23 forwarding address provided or to an address ascertained through the Class Member Address
24 Search. The Administrator need not take further steps to deliver checks to Class Members whose
25 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
26 replacement check to any Class Member whose original check was lost or misplaced, requested
27 by the Class Member prior to the void date.

28 4.4.3 For any Class Member whose Individual Class Payment check is uncashed and

1 canceled after the void date, the Administrator shall transmit the funds represented by such checks
2 to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby
3 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
4 Section 384, subd. (b). In the event the Court requires a *cy pres* beneficiary for unclaimed funds,
5 the Parties agree to designate the State Bar of California's Greg E. Knoll Justice Gap Fund.

6 4.4.4 The payment of Individual Class Payments shall not obligate Defendants to confer
7 any additional benefits or make any additional payments to Class Members (such as 401(k)
8 contributions or bonuses) beyond those specified in this Agreement.

9 5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the Gross
10 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
11 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all
12 Released Parties as follows:

13 5.1 Plaintiff's Release. Upon Defendants' payment in full of the GSA and the
14 employer's taxes for the portion of the Settlement allocated to settlement of wage claims, Plaintiff
15 agrees to a general release of all of Plaintiff's known and unknown claims against the Released
16 Parties and waiver of Civil Code section 1542. Plaintiff discharges Released Parties from all
17 claims, transactions, or occurrences, that occurred during the Class Period, including all claims
18 that were, or reasonably could have been, alleged, based on the facts contained in the Actions;
19 and claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Title
20 VII of the Civil Rights Act of 1964, the California Labor Code, and all equivalent claims under
21 federal law ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions
22 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
23 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
24 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
25 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
26 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
27 notwithstanding such different or additional facts or Plaintiff's discovery of them.

28 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Released Class Claims: Upon Defendants' payment in full of the GSA and the employer's taxes for the portion of the Settlement allocated to settlement of wage claims, the claims waived, released, and discharged by Class Members (other than those who submit timely and valid requests for exclusion) as to the Released Parties are: (i) all claims arising during the Class Period which were asserted against Defendants in the operative complaint filed in the Action or which reasonably could have been asserted against Defendants based on the factual allegations stated the operative complaint filed in the Action; and (ii) all claims arising out of the same policies, practices, or conduct alleged in the Action, regardless of the legal theory under which such claims could be brought.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel's firm attesting to its competency to represent the Class Members; and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible

for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, 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 Class Action LLC, to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Costs. 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 Employer Identification Number. 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.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Class Members.

7.4 Notice to Class Members.

1 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
2 shall notify Class Counsel that the list has been received and state the number of Class Members
3 and Workweeks in the Class Data.

4 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days
5 after receiving the Class Data, the Administrator will send to all Class Members identified in the
6 Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
7 Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first
8 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
9 Payment payable to the Class Member, and the number of Workweeks used to calculate these
10 amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses
11 using the National Change of Address database.

12 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
13 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
14 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
15 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
16 Notice to the most current address obtained. The Administrator has no obligation to make further
17 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
18 USPS a second time.

19 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and
20 Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise
21 provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator
22 will inform the Class Member of the extended deadline with the re-mailed Class Notice.

23 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
24 discovers any persons who believe they should have been included in the Class Data and should
25 have received Class Notice, the Parties will expeditiously meet and confer in person or by
26 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
27 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
28 Members, the Administrator will send, via email or overnight delivery, a Class Notice requiring

1 them to exercise options under this Agreement not later than 14 days after receipt of Class Notice,
2 or the deadline dates in the Class Notice, whichever are later.

3 7.5 Requests for Exclusion (Opt-Outs).

4 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
5 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
6 later than 45 days after the Administrator mails the Class Notice (plus an additional 14) days for
7 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
8 Class Member or their representative that reasonably communicates the Class Member's election
9 to be excluded from the Settlement and includes the Class Member's name, address and email
10 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
11 or postmarked by the Response Deadline.

12 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
13 to contain all the information specified in the Class Notice. The Administrator shall accept any
14 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
15 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
16 determination shall be final and not appealable or otherwise susceptible to challenge. If the
17 Administrator has reason to question the authenticity of a Request for Exclusion, the
18 Administrator may demand additional proof of the Class Member's identity. The Administrator's
19 determination of authenticity shall be final and not appealable or otherwise susceptible to
20 challenge.

21 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
22 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
23 bound by all terms and conditions of the Settlement, including the Participating Class Members'
24 Releases under paragraphs 5.2 of this Agreement, regardless of whether the Participating Class
25 Member actually receives the Class Notice or objects to the Settlement.

26 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
27 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
28 right to object to the class action components of the Settlement.

1 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five)
2 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
3 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
4 allocated to the Class Member in the Class Notice. The Class Member may challenge the
5 allocation by communicating with the Administrator via fax, email or mail. The Administrator
6 must encourage the challenging Class Member to submit supporting documentation. In the
7 absence of any contrary documentation, the Administrator is entitled to presume that the
8 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
9 Data. The Administrator's determination of each Class Member's allocation of Workweeks shall
10 be final and not appealable or otherwise susceptible to challenge. The Administrator shall
11 promptly provide copies of all challenges to the calculation of Workweeks to Defense Counsel
12 and Class Counsel and the Administrator's determination of the challenges.

13 7.7 Objections to Settlement.

14 7.7.1 Only Participating Class Members may object to the class action components of the
15 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
16 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
17 Payment and/or Enhancement Award.

18 7.7.2 Participating Class Members may send written objections to the Administrator, by
19 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
20 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
21 Participating Class Member who elects to send a written objection to the Administrator must do
22 so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional
23 14 days for Class Members whose Class Notice was re-mailed).

24 7.7.3 Non-Participating Class Members have no right to object to any of the class action
25 components of the Settlement.

26 7.8 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to
27 be performed or observed by the Administrator contained in this Agreement or otherwise.

28 7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish,

maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) 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; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 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 (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments (“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.

7.8.4 Workweek 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. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator

1 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
2 Court attesting to its due diligence and compliance with all of its obligations under this
3 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
4 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
5 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
6 of written objections, and attach the Exclusion List. The Administrator will supplement its
7 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
8 for filing the Administrator's declaration(s) in Court.

9 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
10 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
11 and Defense Counsel with a final report detailing its disbursements by employee identification
12 number only of all payments made under this Agreement. At least 15 days before any deadline
13 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
14 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
15 payments required under this Agreement. Class Counsel is responsible for filing the
16 Administrator's declaration in Court.

17 8. **ESCALATOR CLAUSE**. The GSA was calculated based on Defendants' above estimated
18 number of Class Members and Workweeks. If, during the course of this Settlement process, the
19 total number of Workweeks (as defined above) increases by more than 5% (i.e. more than 421
20 Workweeks), then the GSA will be increased by an amount proportional to the increase in
21 Workweeks worked in excess of 5%. For example, if the final number of total Workweeks is 6%
22 more than the estimated number of Workweeks stated above, then the GSA will increase by 1%.
23 Any increase in Workweeks triggering this Escalator Clause must be supported by Defendants'
24 payroll records and confirmed by Defendants in writing.

25 9. **MOTION FOR FINAL APPROVAL**. Not later than 16 (sixteen) court days before the
26 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
27 Court, a Motion for Final Approval of the Settlement that includes a Proposed Final Approval
28 Order; and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall

1 provide drafts of these documents to Defense Counsel prior to filing the Motion for Final
2 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or
3 by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final
4 Approval.

5 9.1 Response to Objections. Each Party retains the right to respond to any objection raised
6 by a Participating Class Member, including the right to file responsive documents in Court no
7 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
8 accepted by the Court.

9 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
10 Approval on any material change to the Settlement (including, but not limited to, the scope of
11 release to be granted by Class Members), the Parties will expeditiously work together in good
12 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
13 Approval. The Court's decision to award less than the amounts requested for the Enhancement
14 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
15 Administrator Costs shall not constitute a material modification to the Agreement within the
16 meaning of this paragraph.

17 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
18 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
19 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
20 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

21 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
22 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
23 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
24 counsel, and all Participating Class Members who did not object to the Settlement as provided in
25 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
26 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
27 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
28 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.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award 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. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint has merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Actions 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 grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserves all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The

1 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
2 and will not be admissible in connection with, any litigation (except for proceedings to enforce
3 or effectuate the Settlement and this Agreement).

4 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and
5 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
6 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
7 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
8 or indirectly, specifically or generally, to any person, corporation, association, government
9 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
10 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
11 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
12 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
13 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
14 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense
15 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
16 communication, before the filing of the Motion for Preliminary Approval, with any third party
17 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
18 "the matter was resolved," or words to that effect. This paragraph does not restrict Class
19 Counsel's communications with Class Members in accordance with Class Counsel's ethical
20 obligations owed to Class Members.

21 11.3 No Publication or Marketing Use by Class Counsel. Class Counsel agree that they shall
22 not, directly or indirectly, publicize, advertise, market, or otherwise use this Settlement, the
23 amount of the Settlement, the terms of this Agreement, or any related filings, rulings, or outcomes,
24 for promotional or marketing purposes, including but not limited to use on any law firm website,
25 blog, social media platform, press release, newsletter, client alert, pitch materials, or other
26 advertising or self-promotional materials. Nothing in this paragraph shall prohibit Class Counsel
27 from (i) complying with any court order or legal obligation requiring disclosure; (ii)
28 communicating with Class Members as necessary to administer or implement the Settlement or

1 to comply with ethical obligations; or (iii) filing papers in the Action as required for approval,
2 enforcement, or administration of the Settlement.

3 11.4 No Solicitation. The Parties separately agree that they and their respective counsel and
4 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
5 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
6 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
7 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

8 11.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
9 together with its attached exhibits shall constitute the entire agreement between the Parties
10 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
11 inducements made to or by any Party.

12 11.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
13 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
14 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
15 its terms, and to execute any other documents reasonably required to effectuate the terms of this
16 Agreement including any amendments to this Agreement.

17 11.7 Cooperation. The Parties and their counsel will cooperate with each other and use their
18 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
19 Settlement Agreement, submitting supplemental evidence and supplementing points and
20 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
21 or content of any document necessary to implement the Settlement, or on any modification of the
22 Agreement that may become necessary to implement the Settlement, the Parties will seek the
23 assistance of a mediator and/or the Court for resolution.

24 11.8 No Prior Assignments. The Parties separately represent and warrant that they have not
25 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
26 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
27 action, or right released and discharged by the Party in this Settlement.

28 11.9 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are

1 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
2 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
3 Part 10, as amended) or otherwise.

4 11.10 Modification of Agreement. This Agreement, and all parts of it, may be amended,
5 modified, changed, or waived only by an express written instrument signed by all Parties or their
6 representatives, and approved by the Court.

7 11.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure
8 to the benefit of, the successors of each of the Parties.

9 11.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
10 governed by and interpreted according to the internal laws of the state of California, without
11 regard to conflict of law principles.

12 11.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
13 of this Agreement. This Agreement will not be construed against any Party on the basis that the
14 Party was the drafter or participated in the drafting.

15 11.14 Confidentiality. To the extent permitted by law, all agreements made, and orders
16 entered during Action and in this Agreement relating to the confidentiality of information shall
17 survive the execution of this Agreement.

18 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
19 inserted for convenience of reference only and does not constitute a part of this Agreement.

20 11.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
21 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
22 weekend or federal legal holiday, such date or deadline shall be on the first business day
23 thereafter.

24 11.17 Notice. All notices, demands, or other communications between the Parties in
25 connection with this Agreement will be in writing and deemed to have been duly given as of the
26 third business day after mailing by United States mail, or the day sent by email or messenger,
27 addressed as follows:

28 To Plaintiff:

Benjamin H. Haber, Esq.
benjamin.haber@wilshirelawfirm.com
Talar DerOhannessian, Esq.
talar.derohannessian@wilshirelawfirm.com
Samantha Costa, Esq.
samantha.costa@@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendants:

Lisa Blanco Jimenez (SBN 234671)
ljimenez@neumiller.com
NEUMILLER & BEARDSLEE
3121 W. March Lane, Suite 100
Stockton, California 95219
Telephone: (209) 948-8200
Facsimile: (209) 948-4910

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

11.19 Stay of Litigation. 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 pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

11.20 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the San Joaquin County Superior Court may enforce

1 this Agreement pursuant to Code of Civil Procedure section 664.6.

2 IT IS SO AGREED.

3 Plaintiff:

4
5 Dated: 5/2/2026

DocuSigned by:

BAC5EC18D3014D2...

MARIA HUNTER

7 Defendants:

9 Dated: _____

WEIBEL INCORPORATED DBA WEIBEL
FAMILY VINEYARDS & WINERY
By: FRED WEIBEL, JR., Chief Executive Officer

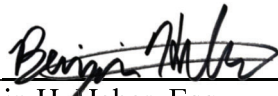
12 Dated: _____

FRED WEIBEL, JR.

15 Approved as to form:

17 **WILSHIRE LAW FIRM, PLC**

18 Dated: May 4, 2026

By: 
Benjamin H. Haber, Esq.
Talar DerOhannessian, Esq.
Samantha Costa, Esq.
Counsel for Plaintiff Maria Hunter

22 **NEUMILLER & BEARDSLEE**

24 Dated: _____

By: _____
Lisa Blanco Jimenez, Esq.
Counsel for Defendants Weibel Incorporated dba
Weibel Family Vineyards and Winery, and Fred
Weibel, Jr.

1 this Agreement pursuant to Code of Civil Procedure section 664.6.

2 IT IS SO AGREED.

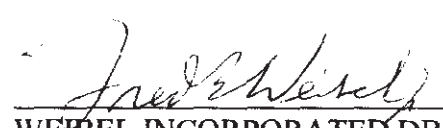
3 Plaintiff:

4
5 Dated: _____

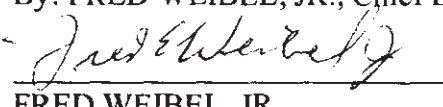
6 MARIA HUNTER

7 Defendants:

8
9 Dated: 04-01-2026


10 WEIBEL INCORPORATED DBA WEIBEL
11 FAMILY VINEYARDS & WINERY
By: FRED WEIBEL, JR., Chief Executive Officer

12 Dated: 04-01-2026


13 FRED WEIBEL, JR.

14
15 Approved as to form:

16
17 WILSHIRE LAW FIRM, PLC

18 Dated: _____

19 By: _____
Benjamin H. Haber, Esq.
20 Talar DerOhannessian, Esq.
Samantha Costa, Esq.
21 Counsel for Plaintiff Maria Hunter

22 NEUMILLER & BEARDSLEE

23
24 Dated: 4/1/2026

25 By: 
Lisa Blanco Jimenez, Esq.
26 Counsel for Defendants Weibel Incorporated dba
Weibel Family Vineyards and Winery, and Fred
27 Weibel, Jr.
28

Exhibit A

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

Hunter v. Weibel Incorporated dba Weibel Family Vineyards & Winery, et al.
San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-0000950

***The San Joaquin County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from employee class and representative action lawsuits (“Action”) against Weibel Incorporated dba Weibel Family Vineyards & Winery, and Fred Weibel, Jr. (“Defendants”) for alleged wage and hour violations. The Action was filed by former employee, Maria Hunter and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees (“Class Members”) who worked for Defendants during the Class Period (July 31, 2019, through November 5, 2025).

The proposed Settlement is a Class Settlement requiring Defendants to fund Individual Class Payments.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding).** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants’ records showing that **you worked [REDACTED] Workweeks during the Class Period.** If you believe that you worked more during this period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendants for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class Settlement. You will retain the right to pursue your own legal claims against Defendants.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendants for claims released in the Settlement.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

CHALLENGE YOUR NUMBER OF WORKWEEKS

Challenge your number of Workweeks listed in this Notice and provide supporting evidence. If you challenge your workweeks, you will still be part of the Settlement and will give up rights to sue Defendants for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendants' records indicate that you worked for Defendants Weibel Incorporated dba Weibel Family Vineyards & Winery, and Fred Weibel, Jr. as a non-exempt or hourly-paid employee at some point(s) between July 31, 2019, through November 5, 2025, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period.

If the Court grants Final Approval to the Settlement, a Settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the San Joaquin County Superior Court. The case is titled *Hunter v. Weibel Incorporated dba Weibel Family Vineyards & Winery*, Case No. STK-CV-UOE-2024-0000950. The person who sued, Maria Hunter, is the Plaintiff, and the company sued, Weibel Incorporated dba Weibel Family Vineyards & Winery, and the individual sued, Fred Weibel, Jr., are the Defendants.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuits alleges wage and hour violations against Defendants for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay missed rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify all necessary business expenditures; and (8) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* Defendants deny Plaintiff's claims and deny any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a

Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendants on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendants think that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated Settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and Settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for Settlement purposes. The Class includes: all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time from July 31, 2019, through November 5, 2025.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by Settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendants have agreed to pay a Gross Settlement Amount ("GSA") of \$350,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees up to one-third of the GSA or \$116,666.67 and reimbursement for reasonable costs; Enhancement Award up to \$10,000.00 to the Plaintiff (for Plaintiff's work and efforts prosecuting this case); and Settlement Administration Costs to Apex Class Action LLC not to exceed \$10,000.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the "Net Settlement Amount" or the "NSA," is currently estimated to be approximately \$[REDACTED]. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Your Individual Class Payment is based on the number of Workweeks you worked, as reflected in Defendants' records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period from July 31, 2019, through November 5, 2025. Your Individual Class Payment will be paid and reported on an IRS Form 1099.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks you worked is incorrect, please correct it and provide any supporting evidence to the Settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments will be mailed to Participating Class Members approximately 21 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed 180 days after the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member who did not cash his or her Settlement check. If your Settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you timely exclude yourself, you will become a Participating Class Member. This means that you may not sue, continue to sue, or participate in any other lawsuit against Defendants concerning the legal claims resolved by this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendants and related entities and individuals (collectively, the "Released Parties"). These releases will become effective after the Court's approval of the Settlement becomes final.

Released Class Claims: The "Released Class Claims" include all claims under state, federal, and local law that were asserted or could have been asserted based on the facts alleged in the lawsuit against Defendants, arising during the Class Period, against the Released Parties. The Released Class Claims do

not include claims for retaliation, discrimination, workers' compensation, unemployment insurance, disability benefits, or claims outside the Class Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [45 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the Settlement Administrator to identify you. You can send your request for exclusion to the Settlement Administrator at:

Apex Class Action LLC
Weibel Incorporated Settlement
XXXXX
City, State, XXXXX
Email:
Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment. If you ask to be excluded, you may be able to sue (or continue to sue) Defendants in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you timely exclude yourself from the Settlement, you will give up any right to sue Defendants for the claims resolved by this Settlement. If you have a pending lawsuit against Defendants relating to the claims covered by this Settlement, you should speak to your attorney in that case immediately. To continue your own lawsuit, you must exclude yourself from this Settlement.

The deadline to request exclusion is forty-five (45) days from the date the Class Notice is mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendants, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

WILSHIRE LAW FIRM, PLC

Benjamin H. Haber
benjamin.haber@wilshirelawfirm.com
Talar DerOhannessian
talar.derohannessian@wilshirelawfirm.com
Samantha J. Costa
samantha.costa@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount, currently estimated at \$116,666.67, for work performed in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also ask the Court to approve reimbursement of litigation expenses not to exceed \$20,000.00. The Court may award Class Counsel less than the amounts requested.

Class Counsel will also ask the Court to approve an enhancement award to Plaintiff Maria Hunter in the amount of \$10,000.00, in addition to Plaintiff's Individual Class Payment, for the initiative, risk, and time and effort Plaintiff spent serving as the Class Representative. The Court may award a Class Representative less than the amount requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], 2026, at the following address:

Apex Class Action LLC
Weibel Incorporated, Settlement
[REDACTED]
[REDACTED] City, State, [REDACTED]

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

Email:

Fax

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the Settlement, the request to be excluded will control and you will not get any money from this Settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED] in Department 11B of the San Joaquin County Superior Court located at 180 E. Weber Ave., 2nd Floor, Stockton, California 95202, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the Settlement Administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendants about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Apex Class Action LLC by calling toll free 1-800 [REDACTED], or you can write to the Administrator at the following address:

Apex Class Action LLC
Weibel Incorporated, Settlement
[REDACTED]
City, State, [REDACTED]
Email:
Fax

PLEASE DO NOT TELEPHONE THE COURT OR WEIBEL INCORPORATED'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.