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10
 11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 12 FOR THE COUNTY OF SONOMA
 13

14 RAFAEL ESCOBAR, individually and on behalf of all others similarly situated,

15 Plaintiff,

16 vs.

17 HUNEEUS VINTNERS LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

18 Defendants.
19
20

Case No. SCV-265937

CLASS ACTION

Dept.: 19

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

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10 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

11 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement
12 Agreement”) is made and entered into by and between Plaintiff Rafael Escobar (“Plaintiff” or “Class
13 Representative”), as an individual and on behalf of all others similarly situated and aggrieved, and
14 Defendant Huneus Vintners LLC (“Defendant”) (collectively with Plaintiff, the “Parties”).

15 **DEFINITIONS**

16 The following definitions are applicable to this Settlement Agreement. Definitions
17 contained elsewhere in this Settlement Agreement will also be effective:

18 1. “Action” means the civil lawsuit Plaintiff filed against Defendant, styled *Rafael*
19 *Escobar, individually and on behalf of all others similarly situated, Plaintiff, vs. Huneus Vintners*
20 *LLC, a Delaware limited liability company; and Does 1 through 50, inclusive, Defendants*, on or
21 about January 30, 2020, in the Superior Court of California, in and for the County of Sonoma, case
22 number SCV-265937. Further, “Action” likewise includes the First Amended Complaint Plaintiff
23 filed in this matter on or about September 18, 2020.

24 2. “Appeal” means a timely appeal by a Class Member to the Order and Judgment
25 approving the Settlement, or an appeal by one of the Parties to an order that materially alters the
26 Settlement.

27 3. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
28



1 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all actual
2 costs incurred and to be incurred by Class Counsel in the Action up to Twenty-Five Thousand
3 Dollars (\$25,0000.00), such as costs associated with documenting the Settlement, providing any
4 notices required as part of the Settlement or Court order, securing the Court’s approval of the
5 Settlement, administering the Settlement, obtaining entry of an Order and Judgment approving the
6 Settlement, and expenses for any expert, and other similar costs. Class Counsel will request not
7 more than one-third (33.33%) of the Class Settlement Amount, or One Hundred Forty-One
8 Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$141,666.67) in attorneys’ fees.
9 Defendant has agreed not to oppose Class Counsel’s request for attorneys’ fees and costs and
10 expenses as set forth above.

11 4. “Class Counsel” means Dennis S. Hyun of Hyun Legal, APC, as well as William L.
12 Marder of Polaris Law Group, LLP.

13 5. “Class List” means a complete list of all Class Members that Defendant will
14 diligently and in good faith compile from their records and provide to the Settlement Administrator
15 and to Class Counsel within thirty (30) calendar days after entry of an Order granting Preliminary
16 Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel or other
17 computer-readable format and will include each Class Member’s full name; most recent mailing
18 address and telephone number; Social Security number; dates of employment; the verified number
19 of Workweeks worked during the Class Period while in Defendant Huneus Vintners LLC’s
20 employ; and any other relevant information needed to calculate settlement payments.

21 6. “Class Member(s)” or “Settlement Class” means any and all persons who have been
22 employed by Huneus Vintners LLC, or its related entities, as non-exempt employees in California
23 at any time from January 30, 2016 to the date of preliminary approval (“class period”). The Parties
24 estimate that there are approximately 472 class members, and they have worked an estimated total
25 of approximately 31,152 Workweeks. If the actual number of class members exceeds 10% (Ten
26 Percent) of 472 or the actual total workweeks exceeds 10% (Ten Percent) of 31,152, the Class
27 Settlement Amount shall increase proportionally by the increase in the class size or workweeks,
28 whichever is greater.

1 7. “Class Notice” means the Notice of Class Action Settlement substantially in the form
2 attached hereto as Exhibit A, and approved by the Court.

3 8. “Class Period” means the period from January 30, 2016, through the date of
4 Preliminary Approval.

5 9. “Class Representatives” means Plaintiff Rafael Escobar.

6 10. “Class Settlement Amount” means the exact amount of Four Hundred Twenty-Five
7 Thousand Dollars and Zero Cents (\$425,000.00), to be paid by Defendant in full satisfaction of all
8 claims alleged in the Action or that could have been alleged in the Action, based on the operative
9 facts alleged therein, which includes all Individual Settlement Payments to Participating Class
10 Members, the Labor and Workforce Development Agency Payment, Attorneys’ Fees and Costs, the
11 Class Representative Enhancement Payment, and Settlement Administration Costs. Any employer-
12 side payroll taxes required by law, including the employer-side FICA, FUTA, and SDI
13 contributions, will be paid by Defendant separately and apart from the Class Settlement Amount.
14 There will be no reversion of any portion of the Class Settlement Amount to Defendants.

15 11. “Court” means the Hon. Gary Nadler of the Sonoma County Superior Court.

16 12. “Defendant” refers to Huneeus Vintners LLC.

17 13. “Effective Date” shall be when Final Approval of the Settlement can no longer be
18 appealed by an objector, or in the absence of any objections (or if all objections are withdrawn with
19 Court approval by the time of the Final Approval Hearing), five (5) calendar days following Notice
20 of Entry of Judgment. If objections are heard by the Court and overruled, and no appeal is taken of
21 the Judgment by an objector, then the Effective Date shall be sixty-five (65) calendar days after
22 Notice of Entry of Judgment. If any appeal is taken from the Court’s overruling of any objections
23 to the Settlement, then the Effective Date shall be ten (10) calendar days after all appeals are
24 withdrawn or after an appellate decision affirming the Final Approval and Judgment becomes final.

25 14. “Final Approval” means the Court’s Order granting final approval of the Settlement.

26 15. “Individual Settlement Payment” means each Participating Class Member’s
27 respective share of the Net Settlement Amount.

28 16. “Labor and Workforce Development Agency Payment” means the payment of Thirty

1 Thousand Dollars and Zero Cents (\$30,000.00) from the Class Settlement Amount to the California
2 Labor and Workforce Development Agency for its 75% portion of the civil penalties paid under the
3 California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code §§ 2698,
4 *et seq.*

5 17. “Net Settlement Amount” means the portion of the Class Settlement Amount
6 remaining after deducting the Class Representative’s Enhancement Payment, the Labor and
7 Workforce Development Agency Payment, Attorneys’ Fees, and Settlement Administration Costs.
8 The entire Net Settlement Amount will be distributed to Participating Class Members. There will
9 be no reversion of any portion of the Net Settlement Amount to Defendant.

10 19. “Notice of Entry of Judgment” means a Notice of Entry of Judgment pursuant to
11 section 664.5(c) of the California Code of Civil Procedure filed and served by Plaintiff.

12 20. “Notice of Objection and/or Notice of Intent to Appear” means a Class Member’s
13 valid and timely written objection to the Settlement Agreement, a Class Member’s valid and timely
14 written statement of intent to appear, either personally or through counsel, at the Final Approval
15 Hearing, or both. For a Notice of Objection to be valid, it must include: (i) the objector’s full name,
16 signature, address, and telephone number; (ii) a written statement of all grounds for the objection
17 accompanied by any legal support for such objection; and (iii) copies of papers, briefs, or other
18 documents upon which the objection is based, if any. For a Notice of Intent to Appear to be valid,
19 it must include: (i) the objector’s full name, signature, address, and telephone number; and (ii) a
20 brief written statement explaining why the objector wishes to appear and be heard at the Final
21 Approval Hearing. A Class Member may combine a Notice of Objection and Notice of Intent to
22 Appear in one submission. Absent good cause found by the Court, any Class Member who does
23 not submit a timely written Notice of Objection and/or Notice of Intent to Appear to the Settlement
24 Administrator, or who fails to otherwise comply with the specific requirements of this paragraph,
25 will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the
26 Settlement, by appeal or otherwise.

27 21. “Parties” means Plaintiff and Defendant collectively.

28 22. “Participating Class Member” means any Class Member who does not submit a

1 timely and valid Request for Exclusion.

2 23. "Plaintiff" means Rafael Escobar.

3 24. "Plaintiff's Counsel" means Dennis S. Hyun of Hyun Legal, APC, as well as William
4 L. Marder of Polaris Law Group, LLP.

5 25. "Preliminary Approval" means the Court order granting preliminary approval of the
6 Settlement.

7 26. "Released Claims" means any and all causes of action, claims, rights, damages,
8 punitive or statutory damages, penalties, liabilities, expenses, and losses alleged in the operative
9 complaint or which could reasonably have been alleged in either the complaint Plaintiff filed on or
10 about January 30, 2020 or the complaint Plaintiff filed on or about September 18, 2020 based on the
11 facts alleged therein including but not limited to: (a) any alleged failure by any Defendant (1) to
12 pay wages, minimum wages, or overtime wages; (2) to provide legally compliant meal periods or
13 compensation in lieu thereof; (3) to provide accurate wage statements to employees; (4) to maintain
14 accurate records; (5) to pay all wages due upon separation of employment; (b) any right or claim
15 based on any (1) on-duty meal period imposed or required by Defendant; or (2) off-the-clock work
16 imposed or required by Defendant; (c) any right or claim for civil penalties pursuant to PAGA, or
17 any penalties arising under the California Labor Code or Wage Orders based on the alleged failures
18 set forth herein; (d) any right or claim for unfair business practices in violation of California
19 Business & Professions Code §§ 17200, *et seq.*, based on the alleged failures set forth herein; (e)
20 any violation of the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 203, *et seq.*, and (f) any
21 violation of the California Labor Code arising from or related to the conduct alleged herein,
22 including, without limitation, violation of Labor Code Sections 201, 202, 203, 204, 218.5, 218.6,
23 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2698
24 *et seq.*, or any other ordinance, rule, regulation, or statute, whether federal state, or administrative,
25 or similar causes of action that any Class Member has or might have, known or unknown, of any
26 kind whatsoever, that was alleged or could have been alleged based on the factual allegations in the
27 operative complaint.

28 27. "Released Parties" means Defendant and any and all of its affiliated companies and

1 its respective parent companies, subsidiaries, affiliates, shareholders, members, managers, agents
2 (including, without limitation, any investment bankers, accountants, insurers, reinsurers, board
3 members, trustees, auditors, accountants, attorneys, benefits administrators, third-party
4 administrators, consultants, contractors, representatives, partners, and any past, present or future
5 officers, directors, and employees) and any other person acting on their behalf or on whose behalf
6 they acted, as well as any predecessors, successors (Huneus Wines LLC), and assigns, as well as
7 any entity that could be deemed a “joint employer” of Plaintiff or members of the Settlement Class.

8 28. “Request for Exclusion” means a timely letter submitted by a Class Member
9 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) set
10 forth the name, address, telephone number and last four digits of the Social Security Number of the
11 Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the
12 Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in
13 the Settlement; and (v) be postmarked on or before the Response Deadline.

14 29. “Response Deadline” means the deadline by which Class Members must postmark
15 to the Settlement Administrator Requests for Exclusion, or postmark or file Notices of Objection
16 and/or Notices of Intent to Appear to the Court and counsel for the Parties. The Response Deadline
17 will be forty five (45) calendar days from the initial mailing of the Class Notice by the Settlement
18 Administrator, unless the forty-fifth (45th) day falls on a Sunday or Federal holiday, in which case
19 the Response Deadline will be extended to the next day on which the U.S. Postal Service and the
20 Sonoma County Superior Court are open.

21 30. “Settlement Administration Costs” means the costs to the Settlement Administrator
22 for administering this Settlement, including, but not limited to, printing, distributing, and tracking
23 documents for this Settlement, creating and maintaining a web site and toll-free telephone number,
24 tax reporting, distributing the Class Settlement Amount, and providing necessary reports and
25 declarations, as requested by the Parties or the Court. The Settlement Administration Costs will not
26 exceed Seven Thousand Nine Hundred Dollars and Zero Cents (\$7,900.00).

27 31. “Settlement Administrator” means Phoenix Settlement Administrators, or any other
28 third-party class action settlement administrator agreed to by the Parties and approved by the Court

1 for the purposes of administering this Settlement. The Parties each represent that they do not have
2 any financial interest in the Settlement Administrator or otherwise have a relationship with the
3 Settlement Administrator that could create a conflict of interest.

4 32. "Workweek" or "Workweeks" means any week in which a Class Member actively
5 worked at least one day of the week during the Class Period, according to Defendant's records.

6 **TERMS OF AGREEMENT**

7 The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

8 33. Funding of the Class Settlement Amount. Defendant will make a deposit of the Class
9 Settlement Amount via wire transfer into a Qualified Settlement Account ("QSA") to be established
10 by the Settlement Administrator in the exact amount of Four Hundred Twenty-Five Thousand
11 Dollars and Zero Cents (\$425,000.00). This amount shall be paid in one payment as follows:

12 (a) Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) within
13 forty-five (45) calendar days after the Effective Date;

14 34. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any
15 application or motion by Class Counsel for Attorneys' Fees and Costs, not to exceed one-third
16 (33.33%) of the Class Settlement Amount, or One Hundred Forty-One Thousand Six Hundred Sixty-
17 Six Dollars and Sixty-Seven Cents (\$141,666.67) in attorneys' fees, and actual litigation costs and
18 expenses up to Twenty-Five Thousand Dollars (\$25,000.00). The Parties stipulate that, for purposes
19 of settlement, Plaintiff and the Class are the prevailing parties in the Action and are entitled to
20 attorneys' fees and costs under the applicable fee-shifting statutes, including, *inter alia*, California
21 Code of Civil Procedure section 1021.5, and Labor Code sections 218.5, 1194(a) and 2699(g). Any
22 funds allocated to Attorneys' Fees and Costs but not awarded by the Court will be included in the
23 Net Settlement Amount and distributed pro rata to the Participating Class Members.

24 35. Class Representative Enhancement Payment. In exchange for a general release
25 inclusive of a waiver of any and all rights and benefits conferred upon Plaintiff by the provisions of
26
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1 Section 1542 of the California *Civil Code*,¹ and in recognition of his effort and work in prosecuting
2 the Action on behalf of the Class Members, Defendant agrees not to oppose or impede any
3 application or motion for a Class Representative Enhancement Payment not to exceed Seven
4 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff. The Class Representative
5 Enhancement Payment amount made payable to Plaintiff will be reported to the Internal Revenue
6 Service and all applicable state or local taxing authorities by means of a Form 1099. The Class
7 Representative Enhancement Payment will be paid from the Class Settlement Amount and will be
8 in addition to Plaintiff’s Individual Settlement Payment. Any funds allocated to the Class
9 Representative Enhancement Payment but not awarded by the Court will be included in the Net
10 Settlement Amount and distributed pro rata to the Participating Class Members. Plaintiff will be
11 solely responsible to pay any and all applicable taxes on the payments made pursuant to this
12 paragraph.

13 36. Settlement Administration Costs. The Settlement Administrator will be paid for the
14 reasonable costs of administration of the Settlement and distribution of payments from the Class
15 Settlement Amount, which Settlement Administration Costs shall not exceed Seven Thousand Nine
16 Hundred Dollars and Zero Cents (\$7,900.00). These costs, will include, *inter alia*, the required tax
17 reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,
18 distributing Class Notices, creating and maintaining a web site and toll-free telephone number,
19 calculating and distributing the Class Settlement Amount and Attorneys’ Fees and Costs, and
20 providing necessary reports and declarations. These costs shall be paid from the Class Settlement
21 Amount. Any funds allocated to Settlement Administration Costs but not incurred by or otherwise
22 paid to the Settlement Administrator will be included in the Net Settlement Amount and distributed
23 pro rata to the Participating Class Members.

24

25 ¹ Section 1542 of the California *Civil Code* provides:

26

27 **“A general release does not extend to claims that the creditor or releasing party does not**
28 **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.”



1 37. PAGA Allocation. The Parties agree to allocate Forty Thousand Dollars and Zero
2 Cents (\$40,000.00) from the Class Settlement Amount to the resolution of all claims related to the
3 Class Members arising under the California Private Attorneys General Act of 2004 (California
4 Labor Code sections 2698, *et seq.*, “PAGA”). Pursuant to PAGA, Seventy-Five Percent (75%) of
5 the PAGA allocation, or Thirty Thousand Dollars and Zero Cents (\$30,000.00), will be paid to the
6 California Labor and Workforce Development Agency, and the remaining Twenty Five Percent
7 (25%) of the PAGA allocation, or Ten Thousand Dollars and Zero Center (\$10,000.00), will be
8 allocated to the Net Settlement Amount.

9 38. Individual Settlement Payment Calculations. Individual Settlement Payments will be
10 calculated and apportioned from the Net Settlement Amount as follows: Prorated distribution based on the
11 number of Workweeks worked during the Class Period as a percentage of the payments to members of the
12 Settlement Class. Specific calculations of Individual Settlement Payments will be made as follows:

13 (a) Defendant will calculate the total number of Workweeks worked by each Class Member during
14 the Class Period.

15 (b) Based on those calculations the Settlement Administrator will calculate and determine each Class
16 Member’s estimated “Individual Settlement Payment” using the following formula: The Net Settlement
17 Amount will be divided by the aggregate total number of Workweeks, resulting in the “Workweek Value.”
18 Each Class Member’s “Individual Settlement Payment” will be calculated by multiplying each individual
19 Class Member’s total number of Workweeks by the Workweek Value.

20 39. The Settlement Administrator shall be responsible for reducing each Individual
21 Settlement Payment based on any required deductions for each Participating Class Member as
22 specifically set forth herein, including employee-side tax withholdings or deductions.

23 40. The entire Net Settlement Amount will be disbursed to all Class Members who do
24 not submit timely and valid Requests for Exclusion. If there are any timely and valid Requests for
25 Exclusion from members of the Class, the Settlement Administrator shall not include all
26 compensation paid to such individuals while employed by Defendant as a non-exempt employee as
27 set forth in paragraph 6 during the Class Period. Any such amounts shall not be part of the
28 calculation of the total compensation paid to Participating Class Members under paragraph 38



1 above, so that the amount actually distributed to the Participating Class Members equals 100% of
2 the Net Settlement Amount.

3 41. No Credit To Benefit Plans. The Individual Settlement Payments made to
4 Participating Class Members under this Settlement, as well as any other payments made pursuant to
5 this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to
6 which any Class Member may be eligible, including, but not limited to: profit-sharing plans, bonus
7 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other
8 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any
9 rights, contributions, or amounts to which any Class Member may be entitled under any benefit
10 plans.

11 42. Administration Process. The Parties agree to cooperate in the administration of the
12 settlement and to make all reasonable efforts to control and minimize the costs and expenses
13 incurred in administration of the Settlement.

14 43. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary
15 Approval, Defendant will provide the Class List to the Settlement Administrator and to Class
16 Counsel.

17 44. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the
18 Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class
19 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
20 identified in the Class List.

21 45. Confirmation of Contact Information in the Class List. Prior to mailing, the
22 Settlement Administrator will perform a search based on the National Change of Address Database
23 for information to update and correct for any known or identifiable address changes. Any Class
24 Notices returned to the Settlement Administrator as non-deliverable on or before the Response
25 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
26 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class
27 Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt
28 to determine the correct address using a skip-trace, or other search using the name, address and/or

1 Social Security number of the Class Member involved, and will then perform a single re-mailing.
2 46. Class Notices. All Class Members will be mailed a Class Notice via First Class U.S.
3 Mail. Each Class Notice will provide: (i) information regarding the nature of the Action; (ii) a
4 summary of the Settlement's principal terms; (iii) the Settlement Class definition; (iv) each Class
5 Member's estimated Individual Settlement Payment and the formula for calculating Individual
6 Settlement Payments, including each Class Member's Workweeks worked during the Class Period;
7 (v) the dates that constitute the Class Period; (vi) instructions on how to submit a Request for
8 Exclusion, Notice of Objection, Notice of Intent to Appear, or dispute the Workweeks and/or
9 estimated Individual Settlement Payment; (vii) the deadlines by which the Class Member must
10 postmark Requests for Exclusion, and the deadlines by which the Class Members must file or
11 postmark Notices of Objection to the Settlement or Notices of Intent to Appear; and (ix) the claims
12 to be released. The Class Notice shall be in substantially the same form as Exhibit A hereto, as
13 approved by the Court.

14 47. The Settlement Administrator will also set up and maintain a web site and toll-free
15 telephone number for Class Members to contact the Settlement Administrator regarding the
16 Settlement. Both the URL for the web site and the toll-free telephone number will be identified in
17 the Class Notice. The web site will contain links allowing Class Members to access the operative
18 complaint, the Class Notice, the Settlement Agreement, the motion for preliminary approval and all
19 related papers and Court Orders, and the motion for final approval, attorneys' fees and costs, and
20 representative enhancement and all related papers and Court Orders.

21 48. Disputed Information on Class Notices. Class Members will have an opportunity to
22 dispute the information provided in their Class Notices. To the extent Class Members dispute their
23 total number of Workweeks Worked while working for Defendant as a non-exempt employee as
24 described in paragraph 6, Class Members may produce evidence to the Settlement Administrator
25 showing that such information in the Class Notice is inaccurate. The Settlement Administrator will
26 decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator
27 will evaluate the evidence submitted by the Class Member and will make the final decision as to the
28 merits of the dispute, which decision shall be final and unappealable by any Party or Class Member.

1 All disputes shall be resolved within ten (10) business days of the Response Deadline.

2 49. Defective Submissions. If a Class Member's Request for Exclusion is defective as
3 to the requirements listed herein, that Class Member will be given an opportunity to cure the
4 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
5 business days of receiving the defective submission to advise the Class Member that his or her
6 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
7 The Class Member will have until the later of (i) the Response Deadline or (ii) fifteen (15) calendar
8 days from the date of the cure letter to postmark a revised Request for Exclusion. If the revised
9 Request for Exclusion is not postmarked within that period, it will be deemed untimely.

10 50. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
11 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
12 Administrator within the Response Deadline. The postmark date will be the exclusive means to
13 determine whether a Request for Exclusion has been timely submitted.

14 51. Option to Rescind the Settlement Agreement: Defendant may elect, at its sole
15 discretion, to rescind the Settlement if more than ten percent (10%) of Settlement Class Members
16 submit timely and valid Requests for Exclusion. If Defendant exercises its conditional right to
17 rescind, it must do so by written communication to Class Counsel that is received by Class Counsel
18 within thirty (30) calendar days of the Response Deadline. In the event that Defendant exercises its
19 conditional right to rescind, Defendant will be responsible for all Settlement Administration Costs
20 incurred to the date of rescission.

21 52. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
22 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely
23 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the
24 Released Claims, as well as any Judgment that may be entered by the Court if it grants final approval
25 to the Settlement. A list of Settlement Class Members (except those who opt-out) shall be appended
26 to the Court's order of entry of final approval and judgment.

27 53. Objection Procedures. To object to the Settlement Agreement, a Class Member must
28 timely submit to the Settlement Administrator a Notice of Objection and/or Notice of Intent to



1 Appear at the Final Approval Hearing. The Notice of Objection and/or Notice of Intent to Appear
2 must be signed by the Class Member and contain all information required by this Settlement
3 Agreement, as specified in the Class Notice. The Notice of Objection and/or Notice of Intent to
4 Appear shall be mailed to the Settlement Administrator as explained in the Class Notice. Within
5 three (3) calendar days of receipt, the Settlement Administrator will provide copies of any Notices
6 of Objection and/or Notices of Intent to Appear to Class Counsel and counsel for the Defendant.
7 The postmark date or filing date will be deemed the exclusive means for determining whether a
8 Notice of Objection and/or Notice of Intent to Appear is timely. Class Members who fail to object
9 in the manner specified above will be deemed to have waived all objections to the Settlement and
10 will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement
11 Agreement. Class Members who postmark timely Notices of Intent to Appear may, but are not
12 required to, appear at the Final Approval Hearing, personally or through their own counsel, in order
13 to have their objections heard by the Court. Only those Class Members who do not submit a Request
14 for Exclusion may object to the Settlement. At no time will any of the Parties or their counsel seek
15 to solicit or otherwise encourage Class Members to submit written or oral objections to the
16 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent
17 any Class Members with respect to any such objections to this Settlement. Class Counsel shall
18 timely file with the Court copies of any and all Notices of Objection and/or Notices of Intent to
19 Appear prior to the Final Approval Hearing.

20 54. Certification Reports. The Settlement Administrator will provide Defendant's
21 counsel and Class Counsel a weekly report that certifies the number of Class Members who have
22 submitted valid Requests for Exclusion, and whether any Class Member has submitted a challenge
23 to any information contained in their Class Notice. Additionally, the Settlement Administrator will
24 provide to counsel for both Parties any updated reports regarding the administration of the
25 Settlement Agreement as needed or requested.

26 55. Distribution of Settlement Payments. There will be a single distribution as set forth
27 in paragraph 33. The distribution of the Settlement Payments will be made within forty five (45)
28 calendar days of the Effective Date. At distribution, the Settlement Administrator will issue the

1 Court-approved payments to: (i) Participating Class Members; (ii) the Labor and Workforce
2 Development Agency; (iii) Plaintiff; (iv) Class Counsel; and (v) the Settlement Administrator.

3 56. Uncashed Settlement Checks. Participating Settlement Class Members will have 180
4 days to cash settlement checks. Any unclaimed funds will be tendered to Community Foundation
5 Sonoma County as *cy pres* beneficiary per section 384(b) of the California Code of Civil Procedure
6 and the procedures set forth therein.

7 57. Certification of Completion. Upon completion of administration of the Settlement,
8 the Settlement Administrator will provide a written declaration under oath to certify such completion
9 to the Court and counsel for all Parties.

10 58. Treatment of Individual Settlement Payments. All Individual Settlement Payments
11 will be allocated as follows: (i) Twenty Percent (20%) of each Individual Settlement Payment will
12 be allocated as wages for which IRS Forms W-2 will be issued; and (ii) Eighty Percent (80%) will
13 be allocated to penalties and interest for which IRS Forms 1099-MISC will be issued.

14 59. Administration of Taxes by the Settlement Administrator. The Settlement
15 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
16 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
17 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll
18 taxes and penalties to the appropriate government authorities.

19 60. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
20 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO
21 THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
22 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
23 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
24 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
25 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
26 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
27 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
28 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY



1 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
 2 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT
 3 ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
 4 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
 5 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
 6 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
 7 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
 8 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS
 9 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
 10 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
 11 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
 12 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
 13 CONTEMPLATED BY THIS AGREEMENT.

14 61. No Prior Assignments. The Parties and their counsel represent, covenant, and
 15 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
 16 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
 17 action, cause of action or right herein released and discharged.

18 62. Nullification of Settlement Agreement. In the event that: (i) the Court does not grant
 19 final approval of the Settlement as provided herein; or (ii) the Settlement does not become final for
 20 any other reason, then this Settlement Agreement, and any documents generated to bring it into
 21 effect, will be null and void. Any order or judgment entered by the Court in furtherance of this
 22 Settlement Agreement will likewise be treated as void from the beginning.

23 63. Preliminary Approval Hearing. Class Counsel will be responsible for drafting all
 24 documents necessary to obtain preliminary approval. Class Counsel will also obtain a hearing
 25 before the Court to request the Preliminary Approval of the Settlement, and the entry of a
 26 Preliminary Approval Order. The Preliminary Approval Order will provide for the Class Notice to
 27 be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval
 28 hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this

1 Settlement, and will include the proposed Class Notice, which is attached hereto as Exhibit A.

2 64. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
3 deadline to postmark Requests for Exclusion, Notices of Objection, and Notices of Intent to Appear,
4 and with the Court’s permission, a Final Approval Hearing will be conducted to determine the Final
5 Approval of the Settlement, along with the amounts properly payable for: (i) Individual Settlement
6 Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) the Class
7 Representative’s Enhancement Payment; (iv) Attorneys’ Fees and Costs; and (v) all Settlement
8 Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar
9 days after the Response Deadline. Class Counsel will be responsible for drafting all documents
10 necessary to obtain final approval, including obtaining approval for the Representative
11 Enhancement Payment and Attorneys’ Fees and Costs, and the Settlement Administration Costs, to
12 be heard at the Final Approval Hearing.

13 65. Release by the Settlement Class and the California Labor and Workforce
14 Development Agency (“LWDA”). Upon the Effective Date, all Participating Class Members will
15 be deemed to have released the Released Claims, and the LWDA will be deemed to have released
16 the Released Claims brought under PAGA, and will be barred and enjoined from bringing or
17 prosecuting any of the Released Claims against the Released Parties.

18 66. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
19 Court or after the Final Approval Hearing, the Parties will present the Judgment to the Court for its
20 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for
21 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
22 settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under
23 court rules or as set forth in this Settlement Agreement.

24 67. Release by Plaintiff. Upon the Effective Date, Plaintiff will release and forever
25 discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims,
26 known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released
27 Parties. To the extent the foregoing releases are releases to which section 1542 of the California
28 Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives any

1 and all rights and benefits conferred upon him by the provisions of section 1542 of the California
2 Civil Code or similar provisions of applicable law, which are as follows:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
4 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
5 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE
6 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

7 68. Release by Class Members. Upon the Effective Date, all Participating Class
8 Members will release and forever discharge the Released Parties of any and all of the Released
9 Claims⁶⁹. Exhibit Incorporated by Reference. The terms of this Settlement Agreement include
10 the terms set forth in the attached exhibits, which are incorporated by this reference as though fully
11 set forth herein. Any exhibit to this Settlement Agreement is an integral part of the Settlement.

12 70. Entire Agreement. This Settlement Agreement and attached exhibits constitute the
13 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
14 agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil
15 Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a
16 written agreement is to be construed according to its terms and may not be varied or contradicted
17 by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or
18 terms will modify, vary or contradict the terms of this Settlement Agreement.

19 71. Amendment or Modification. No amendment, change, or modification to this
20 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their
21 counsel.

22 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
23 and represent that they are expressly authorized by the Parties whom they represent to negotiate this
24 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
25 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
26 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
27 counsel will cooperate with each other and use their best efforts to effect the implementation of the
28 Settlement. If the Parties are unable to reach agreement on the form or content of any document

1 needed to implement the Settlement, or on any supplemental provisions that may become necessary
2 to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or a private
3 mediator to resolve such disagreement.

4 73. Binding on Successors and Assigns. This Settlement Agreement will be binding
5 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
6 defined.

7 74. California Law Governs. All terms of this Settlement Agreement and Exhibit hereto
8 will be governed by and interpreted according to the laws of the State of California.

9 75. Execution and Counterparts. This Settlement Agreement is subject only to the
10 execution of all Parties. However, the Settlement Agreement may be executed in one or more
11 counterparts and by DocuSign. All executed counterparts and each of them, including facsimile and
12 scanned copies of the signature page, will be deemed to be one and the same instrument provided
13 that counsel for the Parties will exchange among themselves original signed counterparts.

14 76. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
15 this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have
16 arrived at this Settlement after adversarial and arm's-length negotiations before a well-respected
17 and neutral mediator, in the context of adversarial litigation, and taking into account all relevant
18 factors, present and potential. The Parties further acknowledge that they are each represented by
19 competent counsel and that they have had an opportunity to consult with their counsel regarding the
20 fairness and reasonableness of this Settlement.

21 77. Invalidity of Any Provision. Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
23 possible consistent with applicable precedents so as to define all provisions of this Settlement
24 Agreement valid and enforceable.

25 78. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
26 that either party may appeal any court order that materially alters the Settlement Agreement's terms.

27 79. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
28 dispute that has arisen between them and to avoid the burden, expense and risk of continued

1 litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that
2 it violated any federal, state, or local law; violated any regulations or guidelines promulgated
3 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
4 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged
5 in any other unlawful conduct with respect to its employees or the Settlement Class. Neither this
6 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with
7 it, will be construed as an admission or concession by Defendant of any such violations or failures
8 to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
9 Settlement, this Settlement Agreement and its terms and provisions will not be offered or received
10 as evidence in any action or proceeding to establish any liability or admission on the part of
11 Defendant or to establish the existence of any condition constituting a violation of, or a non-
12 compliance with, federal, state, local or other applicable law.

13 80. Waiver. No waiver of any condition or covenant contained in this Settlement
14 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
15 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
16 or remedy.

17 81. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
18 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
19 construed more strictly against one party than another merely by virtue of the fact that it may have
20 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
21 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
22 Agreement.

23 82. Representation By Counsel. The Parties acknowledge that they have been
24 represented by counsel throughout all negotiations that preceded the execution of this Settlement
25 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
26 counsel. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on
27 the Settlement Agreement.

28 83. All Terms Subject to Final Court Approval. All amounts and procedures described

1 in this Settlement Agreement herein will be subject to final Court approval.

2 84. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
3 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
4 this Settlement Agreement.

5 85. Binding Agreement. The Parties warrant that they understand and have full authority
6 to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be
7 fully enforceable and binding on all parties, and agree that it will be admissible and subject to
8 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
9 provisions that otherwise might apply under federal or state law.

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SIGNATURES FOLLOW ON NEXT PAGE


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SIGNATURES

PLAINTIFF

DATED: 9/17/2021

By

DocuSigned by:


Rafael Escobar
Named Plaintiff and Representative
of All Others Similarly Situated and
All Aggrieved Employees

DEFENDANT

DATED:

By —

Alejandro Huneus
On Behalf of and an Authorized Representative
of Defendant Huneus Vintners LLC

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SIGNATURES

PLAINTIFF

DATED:

By __

Rafael Escobar
Named Plaintiff and Representative
of All Others Similarly Situated and
All Aggrieved Employees

DEFENDANT 23-Sep-21

DATED:

By __

DocuSigned by:

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Alejandro Huneus
On Behalf of and an Authorized Representative
of Defendant Huneus Vintners LLC

EXHIBIT “A”

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

*Rafael Escobar v. Huneus Vintners LLC, et al.
Sonoma County Superior Court Case No. SCV-265937*

NOTICE OF CLASS ACTION SETTLEMENT

To: ALL PERSONS WHO HAVE BEEN EMPLOYED BY HUNEEUS VINTNERS LLC, AS NON-EXEMPT EMPLOYEES IN CALIFORNIA AT ANY TIME FROM JANUARY 30, 2016 THROUGH [ENTER].

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

This Notice is Court Approved. This is not a solicitation from an attorney.

PLEASE VERIFY YOUR NAME AND ADDRESS:

«Barcode» Claim #: MIM-«Claim»-«CD» «MailRec»
«First1» «Last1»
«c/o»
«Address1» «Address2»
«City»,«ST» «ZIP» «Country»

Name/Address Corrections (if any):

Your Anticipated Settlement Payment is:

<< EST. INDIVIDUAL SETTLEMENT PAYMENT (Show Actual Dollars)>>

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You have received this Notice because we believe that you are a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the lawsuit: *Rafael Escobar v. Huneus Vintners LLC, et al.*, pending in Sonoma County Superior Court, Case No. SCV-265937 (the “Lawsuit”). A complaint was filed on January 30, 2020. This Notice is being sent to you by the order of the Superior Court of the State of California for the County of Sonoma, which preliminarily approved the settlement and conditionally certified the class on [date]. This Notice informs you of the terms of the proposed settlement, describes your rights in connection with the settlement, and explains what steps you may take to object to, or exclude yourself from, the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment.**

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

DO NOTHING AND REMAIN IN THE CLASS	Obtain Settlement benefits and give up your rights to ever sue the Huneus Vintners LLC or its related entities (“Huneus”) about any of the claims in this case or released by the Settlement Agreement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Opt out of the class by [date] and get no benefits from the Settlement, and keep your rights to be part of any other lawsuit against Huneus about any of the claims in this case.
OBJECT	Write to the Settlement Administrator by [date] about why you believe that the settlement is unfair, or inadequate. If you want to object, you will remain in the class and may still receive a settlement payment.

IF YOU ARE A CURRENT EMPLOYEE OF HUNEEUS, STATE AND FEDERAL LAW PROHIBIT RETALIATION AND DISCRIMINATION AGAINST YOU REGARDLESS OF WHICH OF THE ABOVE OPTIONS YOU PURSUE.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed by Plaintiff Rafael Escobar (“Plaintiff”) on behalf of all persons who have been employed by Huneus as a non-exempt employee in California during the Class Period (January 30, 2016 to [date]).

The Lawsuit pleaded class allegations and claimed that Huneus failed: (1) to pay wages, including minimum wages arising from Huneus’ alleged failure to provide off-duty meal periods, or overtime; (2) to provide legally compliant meal periods or compensation in lieu thereof; (3) to provide accurate wage statements to employees; (4) to maintain accurate records; (5) to pay all wages due upon separation of employment; and also claimed that Huneus imposed or required on-duty meal periods and imposed

or required off-the-clock work. Further, the Lawsuit sought penalties under the California Labor Code Private Attorneys General Act of 2004. Huneus denies each and all of the claims and contentions alleged by the Plaintiff Rafael Escobar. Huneus denied and continues to deny all of Plaintiff's allegations.

After engaging in extensive investigation and a full day of mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiff and Huneus agreed on a class settlement that was preliminarily approved by the Court on [date]. Plaintiff and Class Counsel support the settlement.

The class settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Huneus that Plaintiff's claims in the Lawsuit have merit or that it has any liability to Plaintiff or the Class on those claims.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Rafael Escobar is the Class Representative or Named Plaintiff in the Lawsuit, and he asserts claims on behalf of himself and the class. The Defendant is Huneus Vintners LLC. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

Any and all persons who have been employed by Huneus, as non-exempt employees in California at any time from January 30, 2016 through [date].

The Class or Participating Class Member shall not include any person who submits a timely and valid request for exclusion.

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Defendant will pay Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) ("Class Settlement Amount"). After attorneys' fees and costs, enhancement payment to the Named Plaintiff, a payment to the California Labor and Workforce Development Agency, and settlement administration costs are deducted from the Class Settlement Amount, the remaining "Net Settlement Amount" will be distributed to Participating Class Members. Subject to Court approval, the Class Settlement Amount will be allocated as follows:

- **Individual Settlement Payment:** All Participating Class Members are eligible to receive money from the Net Settlement Amount. Each estimated payment is calculated based on a prorated distribution based on the number of Workweeks worked during the Class Period as a percentage of the payments to members of the Settlement Class. Your estimated payment is on the first page of this Notice, but the actual amount may vary somewhat based on the actual implementation of the settlement.
- **Class Representatives Enhancement Payment:** Plaintiff Escobar will request from the Court an award of \$7,500.00 in recognition of his efforts and risks in assisting with the prosecution of the Lawsuit. Any amount ordered by the Court will be paid from the Class Settlement Amount.
- **Class Counsel Award:** Class Counsel will request from the Court not more than one-third (33.33%) of the Class Settlement Amount (\$141,666.67 of \$425,000.00) as attorneys' fees and costs up to a maximum of \$25,000.00 for litigation and resolution of the Lawsuit, as supported by declaration(s). Any amount ordered by the Court as costs will be paid from the Class Settlement Amount.
- **PAGA Payment:** \$40,000 from the Class Settlement Amount is allocated for payment under the California Labor Code Private Attorneys General Act of 2004. Upon Court approval, 75% of the allocation (\$30,000.00) will be paid to the California Labor and Workforce Development Agency, and 25% (\$10,000.00) of the allocation will be distributed as part of the Net Settlement Amount. Any amount ordered by the Court will be paid from the Class Settlement Amount.
- **Settlement Administration:** The cost of settlement administration is \$7,900.00, which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court will be paid from the Class Settlement Amount.
- **Uncashed Settlement Checks:** Participating Settlement Class Members will have 180 days to cash settlement checks. Any unclaimed funds will be tendered to Community Foundation Sonoma County as *cy pres* beneficiary per section 384(b) of the California Code of Civil Procedure and the procedures set forth therein.

If you do not exclude yourself you will give up your Released Claims

The Released Claims means any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses alleged in the operative complaint or which could reasonably have been alleged in either the complaint Plaintiff filed on or about January 30, 2020 or the complaint Plaintiff filed on or about September 18, 2020 based on the facts alleged therein including but not limited to: (a) any alleged failure by any Defendant (1) to pay wages, minimum wages, or overtime wages; (2) to provide legally compliant meal periods or compensation in lieu thereof; (3) to provide accurate wage statements to employees; (4) to maintain accurate records; (5) to pay all wages due upon separation of employment; (b) any right or claim based on any (1) on-duty meal period imposed or required by Defendant; or (2) off-the-clock work imposed or required by Defendant; (c) any right or claim for civil penalties pursuant to PAGA, or any penalties arising under the California Labor Code or Wage Orders based on the alleged failures set forth herein; (d) any right or claim for unfair business practices in violation of California Business & Professions Code §§ 17200, et seq., based on the alleged

failures set forth herein; (e) any violation of the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 203, et. seq., and (f) any violation of the California Labor Code arising from or related to the conduct alleged herein, including, without limitation, violation of Labor Code Sections 201, 202, 203, 204, 218.5, 218.6, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., or any other ordinance, rule, regulation, or statute, whether federal state, or administrative, or similar causes of action that any Class Member has or might have, known or unknown, of any kind whatsoever, that was alleged or could have been alleged based on the factual allegations in the operative complaint.

The release will extend to and cover Huneus and any and all of its affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, managers, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, board members, trustees, auditors, accountants, attorneys, benefits administrators, third-party administrators, consultants, contractors, representatives, partners, and any past, present or future officers, directors, and employees) and any other person acting on their behalf or on whose behalf they acted, as well as any predecessors, successors (Huneus Wines LLC), and assigns, as well as any entity that could be deemed a “joint employer” of Plaintiff or members of the Settlement Class.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to receive a payment from the Net Settlement Amount.

Defendant’s records show that you were employed from [start date] to [end date] and worked a total of [] Workweeks as a Class Member. “Workweek” or “Workweeks” means any week in which you actively worked at least one day of the week during the Class Period, according to Huneus’ records.

Your anticipated settlement share as stated on page 1 of this document is calculated using that Workweek information.

If you dispute the information about the number of Workweeks that Huneus’ records show you worked during the Class Period, you must advise the Settlement Administrator to substantiate your dispute.

To dispute the number of Workweeks you must send in the mail any records (e.g., paystubs, pay checks or other records) supporting your dates of employment with a letter explaining the dispute and be sure to include the last four digits of your social security number by [the Response Deadline]. The date of the post-mark will determine if it was timely mailed.

Your anticipated settlement share will be paid in one payment. The payment will be mailed within thirty (30) calendar days of the date the Settlement becomes final.

The Settlement Administrator is: Phoenix Settlement Administrators, 1411 N. Batavia Suite 105, Orange, CA 92867.

WHAT IF I DON’T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must submit a written opt-out request to the Settlement Administrator at the following address:

Phoenix Settlement Administrators, 1411 N. Batavia Suite 105, Orange, CA 92867.

To be valid, a written request for exclusion must: (1) state your name, address, telephone number, and last four digits of your social security number; (2) be signed by you; (3) be mailed first-class postage pre-paid by [date] to the Settlement Administrator at the above address; and (4) clearly state that you do not wish to be included in the Settlement. The date of the post-mark will determine if it was timely mailed. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement and payment of the Class Settlement Amount, including the Release described in this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who has **not** asked to be excluded from the settlement may object to the settlement and may appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the “Final Approval Hearing”). The Final Approval Hearing is scheduled to take place on [Date], at [Time] in Department 19 of the Superior Court of the State of California for the County of Sonoma, located at 3055 Cleveland Ave., Santa Rosa, CA 95403.

To be valid, the written objection must be served on the Settlement Administrator, by [Date]. The written objection must state: (1) your full name, address and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection; (3) copies of papers, briefs, or other documents upon which the objection is based, if any; (4) a statement as to whether you intend to appear at the final approval hearing and, if so, a brief written statement explaining why you wish to appear and be heard at the final approval hearing; and (5) the signature of you or your counsel.

You have the right to hire your own attorney, at your own expense, to submit an objection or to appear on your behalf at the Final Approval Hearing. You may, but are not required to appear at the hearing to have your objection considered.

Filing an objection will *not* exclude you from the Settlement Class. You will still have the right to receive an individual settlement payment, unless you have requested to be excluded. Please note that if you exclude yourself, you cannot object.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court and conditioned upon full payment of the Class Settlement Amount will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payment. Final approval of the

settlement will bar any Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims. The Settlement Agreement contains additional details about the scope of the release.

DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiff and the Class Members are represented by:

William L. Marder (State Bar No. 170131) Polaris Law Group 501 San Benito Street, Suite 200 Hollister, CA 95023 Tel: (831) 531-4214 Fax: (831) 634-0333	Dennis S. Hyun (State Bar No. 224240) Hyun Legal, APC 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071 (213) 488-6555 (213) 488-6554 facsimile
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(collectively, “Class Counsel”). If you want to be represented by your own lawyer, you may hire one at your own expense.

WHAT IF MY INFORMATION CHANGES?

If, after you receive this notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the Court’s Preliminary Approval Order, Class Counsel’s application for attorneys’ fees and costs, the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may view all such files online at the Settlement Administrators Website [[Insert web address](#)].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at Phoenix Settlement Administrators, 1411 N. Batavia Suite 105, Orange, CA 92867 or the Class Counsel listed above. Please refer to the *Escobar v. Huneeus Vintners LLC* Class Action Settlement.

***PLEASE DO NOT TELEPHONE OR CONTACT THE COURT
FOR INFORMATION REGARDING THIS SETTLEMENT.***