

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Rigoberto Mares (“Plaintiff”) and defendant Melville Vineyards South, LLC (“Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the Class Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Rigoberto Mares v. Melville Vineyard South, LLC*, Case No. 20CV03208, pending in Superior Court of the State of California, County of Santa Barbara.
- B. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California who were classified as non-exempt employees at any time during the PAGA Period.
- C. “Class” means the individuals who were employed by Defendant in California at any time during the Class Period and who were sent a *Belaire-West* privacy notice, but not including the four employees who opted-out of the *Belaire-West* notice. .
- D. “Class Counsel” means John E. Hill and Enrique Martinez of Law Offices of John E. Hill.
- E. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- F. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known); and his or her weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period.
- G. “Class Member” is a member of the Class.
- H. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
- I. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to

this Agreement (other than formatting changes and translation to facilitate printing by the Settlement Administrator).

- J. “Class Period” means the period of time from November 17, 2016 through December 31, 2020.
- K. “Class Representative Service Payment” means the service payment made to Plaintiff in his capacity as Class Representative in order to compensate him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiff was unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiff.
- L. “Court” means the Superior Court of California, County of Santa Barbara.
- M. “Defendant” means Melville Vineyards South, LLC.
- N. “Defendant’s Counsel” means Tyler J. Woods of Fisher & Phillips LLP.
- O. “Effective Date” means the date by which all of the following have occurred:
1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(Q) of this Agreement.
- P. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- Q. “Final” means the last of the following dates, as applicable:
1. If no objection to the Settlement is made, the date the Judgment is entered.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- R. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- S. “Gross Settlement Amount” means Two Hundred and Fifty-Five Thousand Dollars (\$255,000.00) to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative

Service Payment, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount is all in with no reversion to Defendant and shall be paid without the need to submit a claim form.

- T. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- U. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
- V. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- W. “PAGA Period” means the period of time from November 17, 2019 to December 31, 2020.
- X. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- Y. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- Z. “Released Parties” collectively mean: Defendant, Defendant’s respective past, present and future parents, subsidiaries, corporations, divisions, and successors and assigns, and the past, present and future shareholders, managers, owners, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors and assigns of Defendant.
- AA. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- BB. “Settlement Administrator” means the third-party settlement administrator proposed by the Parties, as approved by the Court.
- CC. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On November 17, 2020, Plaintiff filed a First Amended Complaint against Defendant in the Superior Court of the State of California, County of Santa Barbara. Plaintiff asserted the following claims against Defendant:
 - 1. Failure to Pay Overtime Wages;

2. Failure to Prevent and Authorize Rest Periods;
 3. Failure to Provide Adequate Meal Periods;
 4. Failure to Indemnify for Necessary Work-Related Expenses;
 5. Failure to Pay Wages Due to Former Employees;
 6. Failure to Furnish Accurate Wage Statements;
 7. Unlawful Business Practices; and
 8. Private Attorney General Act (PAGA).
- B. On December 21, 2020, Defendant filed a general denial along with twenty-two (22) affirmative defenses to the First Amended Complaint.
- C. On June 1, 2021, the Parties participated in an all-day mediation presided over by David Perrault of Judicate West, a respected mediator of wage and hour representative and class actions. While the Parties were unable to settle the Action during the mediation, the Parties were ultimately able to settle the Action with the ongoing assistance of Mr. Perrault on October 15, 2021.
- D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement will be Two Hundred and Fifty-Five Thousand Dollars (\$255,000.00). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.

The Gross Settlement Amount shall be paid in four (4) equal installment payments pursuant to the following payment schedule:

1. First Installment Payment: Defendant's initial payment of Sixty-Three Thousand, Seven Hundred and Fifty Dollars (\$63,750.00) shall be made within thirty (30) days of Final Approval of the Settlement by the Court;

2. Second Installment Payment: Defendant's second installment payment of Sixty-Three Thousand, Seven Hundred and Fifty Dollars (\$63,750.00) shall be made within one hundred and eighty (180) days of the First Installment Payment;

3. Third Installment Payment: Defendant's third installment payment of Sixty-Three Thousand, Seven Hundred and Fifty Dollars (\$63,750.00) shall be made within one hundred and eighty (180) days of the Second Installment Payment;

4. Fourth Installment Payment: Defendant's fourth and final installment payment of Sixty-Three Thousand, Seven Hundred and Fifty Dollars (\$63,750.00) shall be made within one hundred and eighty (180) days of the Third Installment Payment.

Each of the above listed payments shall be wired or sent by check to the Settlement Administrator's Qualified Settlement Fund ("QSF").

Upon delivery of the Fourth Installment Payment, Defendant will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division or payment of any portion of the Settlement Payment to or between any counsel Plaintiff may have retained and/or consulted, Class Members, Aggrieved Employees, or any other individual or entity.

B. Failure to Make Payment. Defendant will make its best efforts to make all payments in compliance with the original deadline. Defendant's counsel will notify Plaintiff's counsel if circumstances prevent timely payment and shall provide Plaintiff's counsel with an explanation, in writing, as to why an extension of time for Defendant to deliver the settlement payments is reasonably necessary, wherein, Plaintiff may grant an extension. In the event of Defendants' failure to make any of the Settlement Payments with or without an extension, Plaintiff must provide Defendant written notice sent via email to Defendants of such failure. Defendants shall have five (5) business days from the date of notice to cure said breach. In the event such breach is not cured five (5) days after the date of notice, a stipulated judgment attached as Exhibit D minus any amounts already paid to Plaintiff may be filed by Plaintiff with the Santa Barbara Superior Court. If Plaintiff must take action with the Court to enforce the settlement agreement, Defendant will pay Plaintiffs' attorneys fees and costs.

C. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. **To Plaintiff:** In addition to the Settlement Share to be paid to Plaintiff, Plaintiff will apply to the Court for an award of \$7,500 as the Class

Representative Service Payment. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of 7,500for Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to Plaintiff with respect to the payments who will assume full responsibility and liability for the taxes due on his Class Representative Service Payment. To receive the payment, the Plaintiff agrees to a 1542 waiver and a general release of all claims as set forth below.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of twenty-five percent (25%) of the Gross Settlement Amount, which is presently \$63,750, as their Class Counsel Fees Payment and an amount not more than \$8,100 for all expenses incurred as their Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than \$8,100, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
3. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$10,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$7,500) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$2,500) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099. If the Court approves a PAGA Payment of less than \$10,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$8,000 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$8,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

D. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the

Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
2. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the pay periods worked for all Participating Class Members during the Class Period; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of pay periods to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of pay periods worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.
3. **Withholding.**
 - a. Subject to approval by the Court, twenty percent (20%) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees’ and employer’s share of all payroll taxes on the Wage Portion.
 - b. Subject to approval by the Court, eighty percent (80%) of each Participating Class Member’s Settlement Share is in settlement of claims for penalties and interest allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 - c. The Participating Class Members agree to hold harmless Defendant, Class Counsel, and Defendant’s Counsel for any tax liability, including penalties and interest, arising out of or relating to the Participating Class Members’ failure to pay taxes on any amounts paid pursuant to this Settlement.
4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to

Participating Class Members on a *pro rata* basis relative to their Settlement Shares.

- E. **Appointment of Settlement Administrator.** The Parties have mutually agreed to ask the Court to appoint CPT Group, Inc. as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a QSF under US Treasury Regulation section 468B-1.

F. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval of Settlement by the Court.**

- a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement

substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.

- c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

- a. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.F.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant and/or an order from the Court.
- b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not

longer than fourteen (14) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e. Not later than 10 days before the date by which the Plaintiff file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to pay periods allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to pay periods allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the

instructions in the Class Notice. Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

- b. **Disputes as to pay periods Allocated.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the pay periods the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Counsel, where applicable.

- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked no later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a

Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
4. **Right of Defendant to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds twenty percent (20%) of the Class, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, within fourteen (14) days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph will be paid by Defendant.
 5. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
 6. **Additional Briefing and Final Approval.**
 - a. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date Plaintiff files the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - b. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
 - c. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service

Payment, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiff and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.

- d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that

Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount in four payments of \$63,750 each. The first payment will be made thirty (30) days from Final Approval. The second payment of \$63,750 will be due 180 days from the date of the first payment. The third payment of \$63,750 will be due 180 days from the date of the second payment. The final installment will be due 180 days from the date of the third payment. Defendant shall fund the amount necessary to pay Defendant's share of payroll taxes within fifteen (15) days of the third payment. Within fifteen (15) days after Defendant funds the third payment, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment and the PAGA Payment in accordance with this Agreement. After the final installment, the Settlement Administrator will make the Class Counsel Fees Payment.
10. **Uncashed Settlement Share Checks.** A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. Should any portion of the class member common fund remain in the trust account after the final distribution, said amount shall be distributed to Centro de los Derechos del Migrante, Inc. (CDM), a non-profit organization assisting migrant workers, as a *cy pres* recipient. The Parties agree that the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they all cash their Settlement Share checks.
11. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

G. **Release of Claims.**

1. **Participating Class Members.** As of the date the Defendant funds the Gross Settlement Amount, Defendant, its parents, subsidiaries and related entities, past or present officers, directors, shareholders, persons, employees, including but not limited to agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and affiliates and any and all other entities with whom Defendant has been, are now, or may hereafter be affiliated (collectively “Released Parties”) shall receive a release from the Participating Class Members of any and all class claims pled or that could have been plead based on the factual allegations contained in the operative complaint or any amendments thereto which occurred during the Class Period, which includes without limitation claims for violation (1) failure to pay overtime wages in violation of California Labor Code § 510, *et seq.*; (2) failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (3) failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (4) failure to reimburse employees for required expenses in violation of California Labor Code § 2802; (5) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) unlawful business practices in violation of California Business & Professions Code § 17200, *et seq.*; and (8) violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”); and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period (“Released Class Claims”).
2. **Aggrieved Employees.** As of the date the Defendant funds the Gross Settlement Amount, the Released Parties shall receive a release from the Aggrieved Employees of all PAGA claims pled or could have been plead based on the factual allegations contained in the operative complaint or any amendments thereto and PAGA letters sent by Plaintiff that occurred during the PAGA Period and expressly excluding all PAGA claims outside of the PAGA Period (“Released PAGA Claims”). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.
3. **Plaintiff.** As of the date the Defendant funds the Gross Settlement Amount, Plaintiff generally, releases and discharges the Released Parties from any and all claims, transactions or occurrences between them that occurred during the Class Period (“Plaintiff’s Released Claims”). This release of Plaintiff’s Released Claims releases the Released Parties from any claim that Plaintiff could maintain in any action against any Released Party that occurred during the Class Period including any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises,

agreements, demands, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, that she may have or have had arising out of any known or unknown fact, condition or incident occurring prior to the date of this Agreement, including but not limited to those arising out of or in connection with any claims, demand, charges, or complaints, specifically including but not limited to the Civil Action and the Action arising out of or in connection with her employment and its cessation and/or any and all other interactions or relations with Releasees. Releasees does not encompass or include any of the remaining parties in the case. This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys' fees, costs, actual, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims for failure to prevent harassment, discrimination, and/or retaliation; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing, including but not limited to fraud, deceit, fraudulent inducement, intentional and/or negligent misrepresentation, false promise, and defamation; all claims for unpaid commissions, wages, or other benefits, including minimum wage, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties and/or premiums, and any and all claims for alleged violations of the California *Labor Code* generally; any claim for unlawful or unfair business practices; all claims for intentional or negligent infliction of emotional distress; any and all claims which were or could have been asserted by Claimant; and all claims generally relating to Claimant's alleged employment relationship and/or interactions with Releasees and the cessation thereof, including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order, including without limitation:

- (1) The Civil Rights Acts of 1866, 1964, and 1991, as amended;
- (2) The Civil Rights Act of 1991, 42 U.S.C. § 1981;
- (3) Section 503 of the Rehabilitation Act of 1973;
- (4) The Fair Labor Standards Act (including the Equal Pay Act);
- (5) The Employee Retirement Income Security Act, as amended;
- (6) The Americans with Disabilities Act;
- (7) The Family Medical Leave Act;
- (8) The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended
- (9) The Equal Pay Act of 1973;

- (10) The Rehabilitation Act of 1973;
- (11) The Occupational Safety and Health Act;
- (12) The Immigration Reform and Control Act;
- (13) The Age Discrimination in Employment Act;
- (14) The Older Workers Benefit Protection Act;
- (15) The Genetic Information Nondiscrimination Act;
- (16) The Labor Management Relations Act, 29 U.S.C. § 141, *et seq.*;
- (17) The False Claims Act, 31 U.S.C. §§ 3729-3733 (including the *qui tam* provisions);
- (18) The Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*;
- (19) The Consumer Credit Protection Act, 15 U.S.C. § 1674, *et seq.*;
- (20) The Sarbanes-Oxley Act, 15 U.S.C. § 7201, *et seq.*;
- (21) The Dodd-Frank Act;
- (22) The National Labor Relations Act;
- (23) The Worker Adjustment and Retraining Notification Act;
- (24) The Families First Coronavirus Response Act.
- (25) The California and United States Constitutions;
- (26) The California Labor Code, specifically including, but not limited to the Private Attorneys General Act (“PAGA”) pursuant to *Labor Code* § 2699, *et seq.*;
- (27) The California Fair Employment and Housing Act;
- (28) The California Business & Professions Code;
- (29) The California Family Rights Act;
- (30) The California Wage Orders; and
- (31) The California Occupational Safety and Health Act, and the Federal equivalent.

The release, however, does not include any worker’s compensation claim already filed (e.g. claim number 00079847) that may still be open. Plaintiff acknowledges that he may discover facts or law different from, or in addition to the facts or law that he knows or believes to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

4. **Plaintiff’s Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, the Plaintiff’s Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that he now knows or believes to be true with respect to the subject matter of the Plaintiff’s

Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits 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. **Class Counsel.** As of the date the Defendant fully funds the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action, except as to any attorneys' fees and expenses incurred with the enforcement of non-timely payment by Defendant pursuant to paragraph III.B.
- H. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- I. **Limitation on Public Statements About Settlement.** Neither Plaintiff, Class Counsel, Defendant nor Defendant's Counsel shall publicize the Settlement prior to the Court granting preliminary approval, other than filing documents with the Court. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. Nothing in this provision shall prevent Defendant or Plaintiff from making any required disclosures.
- J. **Miscellaneous Terms.**
 1. **No Admission of Liability or Class Certification for Other Purposes.**
 - a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an

admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendant of any liability or wrongdoing as to Plaintiff, Class Members, or any other person, and Defendant specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiff's claims do not have merit or that class action is inappropriate.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

- 2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in section III.J.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by

Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after Defendant's final payment is made, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.

12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Enrique Martinez
Law Offices of John E. Hill
333 Hegenberger Road, Suite 500
Oakland, CA 94621
Tel.: (510) 588-1000
Fax: (510) 632-1445
E-Mail: emartinez15@comcast.net

To Defendant:

Tyler J. Woods
Fisher & Phillips LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
Tel.: (949) 851-2424
Email: twoods@fisherphillips.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that 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.
15. **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 that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this

settlement process from the mediation with David Perrault on June 1, 2021 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.

16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 12/30/2021

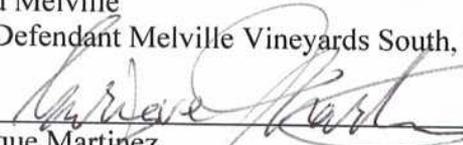


Plaintiff Rigoberto Mares

Dated: _____

Chad Melville
For Defendant Melville Vineyards South, LLC

Dated: 12/21/2021



Enrique Martinez
Law Offices of John E. Hill
Attorney for Plaintiff

Dated: _____

Tyler J. Woods
Fisher & Phillips LLP
Attorney for Defendant

settlement process from the mediation with David Perrault on June 1, 2021 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.

16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

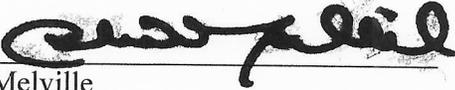
IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Rigoberto Mares

Dated: 12/23/2021



Chad Melville
For Defendant Melville Vineyards South, LLC

Dated: _____

Enrique Martinez
Law Offices of John E. Hill
Attorney for Plaintiff

Dated: 12/23/2021



Tyler J. Woods
Fisher & Phillips LLP
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA
Mares, Rigoberto et al. v. Melville Vineyards South, LLC – Case No. 20CV03208

The Court authorized this notice. This is not a solicitation from a lawyer.

You may be entitled to money from a class action settlement if you were employed by Melville Vineyards South, LLC at any time from October 2, 2016 to December 31, 2020.

There is a proposed class and PAGA action settlement (“Settlement”) to resolve a lawsuit alleging that Melville Vineyards South, LLC (“Defendant”) violated California employment laws. The Court has preliminarily approved the Settlement. Payments will only be issued, however, if the Court grants final approval of the Settlement.

THIS NOTICE IS TO INFORM YOU ABOUT:

- A PROPOSED SETTLEMENT OF THIS CLASS ACTION LAWSUIT;
- YOUR RIGHT TO RECEIVE A SHARE OF THE SETTLEMENT FUNDS;
- YOUR RIGHT TO CHALLENGE THE DATES USED TO COMPUTE YOUR SHARE;
- YOUR RIGHT TO FILE WITH THE COURT ANY OBJECTIONS YOU MAY HAVE TO THE SETTLEMENT; AND,
- YOUR RIGHT TO OPT OUT OF THE SETTLEMENT.

1. If I decide to participate and want to receive money, what must I do?

You do not have to do anything to receive a payment. The settlement of class claims automatically includes participants unless they affirmatively exclude themselves from the settlement (“opt out”).

2. Why did I get this Class Notice?

Defendant’s records show that you were employed by Defendant at some time from October 2, 2016 to December 31, 2021, as a non-exempt worker. The lawsuit is in state court and is known as *Mares, Rigoberto et al. v. Melville Vineyards South, LLC, et al.* and the case number is 20CV03208. The “Plaintiff” who filed the lawsuit is Rigoberto Mares. Plaintiff sued Melville Vineyards South, LLC.

The claims are brought as a class action. The Plaintiff named above is the “Class Representative” who filed this class action on behalf of himself and other employees who have similar claims. The Plaintiff and the other employees together are a “Class” and “Class Members.” The Court will decide the issues for all Class Members, except for those who exclude themselves from the Class. Plaintiff and Defendant have entered into the Settlement to avoid the cost and risk of further litigation. The Defendant denies all of the legal claims in the case. The Class Representative and his lawyers think the Settlement is in the best interests of all Class Members. The Court has preliminarily approved the Settlement. The Court must also grant final approval for the Settlement to be valid.

3. Who is in the Settlement Class?

The Settlement Class is defined as follows:

All non-exempt workers employed by Defendant any time between October 2, 2016 and December 31, 2020, who were sent a *Belair-West* privacy notice, but not including the four employees who opted out from such notice.

4. What are the claims in this lawsuit?

The claims allege that Defendant failed to pay overtime wages, failed to provide required lunch and rest breaks, and failed to reimburse for work expenses. Plaintiff also alleges that the Class is entitled to penalties. As noted above, Defendant denies all of these claims.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the Settlement provide?

Defendants agree to pay \$255,000 into the settlement fund. The following amounts will be deducted from this settlement fund if approved by the Court: (1) \$8,000 to CPT Group, Inc. for claims administration costs; (2) \$7,500 to the California Labor and Workforce Development Agency for its share of penalties under the Private Attorneys General Act; (3) \$7,500 to the named Plaintiff as incentive payments for his service and risks as the Class Representative; and (4) \$63,750 for Class Counsel’s attorney fees and \$8,100 for costs.

Subtracting the Court-awarded deductions from the total settlement amount will result in a net settlement fund of approximately \$160,150, which will be used for payments to those employees who participate in the Settlement. Defendant will fund the Settlement in installment payments, to be completed by <<Insert Dates>>.

6. How much money will I get if I participate in the Settlement?

If you do not exclude yourself from (“opt out” of) the Settlement, you will be entitled to a payment of approximately \$<<estimated award>> (“Settlement Payment”). This payment is based on the number of pay periods that you worked for Defendant between October 2, 2016 and December 31, 2020 in which you: (1) were eligible for overtime pay, but were not paid at an overtime rate; (2) were eligible for a meal period but were not provided with an adequate one; (3) were eligible for a rest break but were not provided with an adequate one; and/or (4) were not reimbursed for business related expenses. You may contact the Claims Administrator to dispute your Settlement Payment (see paragraph 8 below for contact information).

If you wish to remain in the Class, you will receive a Settlement Payment. 80% of your Settlement Payment will be treated as penalties and interest, and you will be provided with a “1099-Misc” tax form for that amount. The other 20% will be treated as wages subject to withholding of applicable taxes, and you will be provided with a “W-2” tax form.

HOW TO GET PAYMENT OR EXCLUDE YOURSELF FROM THIS LAWSUIT

7. How do I get a payment for the claims?

To receive a payment for the claims, you don't have to do anything. You will give up your right to make claims against Defendant in another lawsuit regarding their alleged failure to pay overtime wages, failure to provide adequate meal periods and rest breaks, failure to reimburse work-related expenses, failure to furnish accurate wage statements, unlawful business practices and for related violations of the Unfair Competition Law and Private Attorney General Act (PAGA).

8. When will I get a payment?

The Court will hold a final approval hearing on **[insert date]**, and if the Settlement is approved by the Court, then the Settlement Payment will be sent to the address where you received this notice. If you would like to change the address where your Settlement Payment will be mailed, please contact the Claims Administrator at:

Mares v. Melville Vineyards South, LLC Claims Administrator, CPT Group Class Action Administrators, P.O. Box ***, Irvine, California, ***; Tel. 800-***-****

Checks will be mailed to participating settlement members if and after the Court grants “final approval” of the Settlement. If the Court approves the Settlement after the Final Approval Hearing, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient. If there are no appeals and the Court grants “final approval” of the Settlement, your payment will be sent in one check. Defendant will make four installment payments over the course of two years, and your check will be sent out after the third installment, in **[redacted]**. Any unclaimed funds shall be distributed to Centro de los Derechos del Migrante (CDM), a non-profit organization assisting migrant workers. If you have questions regarding when checks will be mailed, please contact the Settlement Administrator (contact information above) or Class Counsel (see Question # 13).

9. How do I exclude myself from the Settlement Class?

If you do not want to participate in the Settlement, you may be excluded (“opt out”) by sending a timely letter in writing to the Claims Administrator. The letter must contain your name, address and telephone number, and state that you do not wish to participate in the Settlement in Mares v. Melville Vineyards South, LLC, case number 20CV03208 (called a “Request for Exclusion”). The Request for Exclusion must be signed, dated, mailed by First Class U.S. Mail, or the equivalent, and postmarked no later than **[+45 days from mailing]** to:

Mares v. Melville Vineyards South, Claims Administrator, CPT Group Class Action Administrators, P.O. Box ***, Irvine, California, ***; Tel. 800-***-****

The Court will exclude any settlement class member who sends a complete and timely Request for Exclusion as described in the paragraph above. Requests for Exclusion that do not include all the required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any settlement class member who fails to submit a valid and timely Request for Exclusion on or before the above-specified deadline shall be bound by all terms of the Settlement, release and any Judgment entered in the Action if the Settlement receives final approval from the Court.

If you send a Request for Exclusion, you will not receive money for the claims.

10. What happens if I exclude myself from the Settlement Class?

If you exclude yourself from the Settlement Class, then (1) you will not receive money for the claims from the Settlement; (2) you will not be bound by any further order or judgment entered for or against the Settlement Class; (3) you will not have a right to object to the Settlement or be heard at any hearing scheduled for the Court’s consideration of the Settlement; and (4) you may pursue any claims against Defendant that were included in this case. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

OBJECTING TO THE SETTLEMENT

11. How do I object to the Settlement?

Any member of the Settlement Class may object to the proposed Settlement, or any portion of it, by a written objection and supporting papers, which must be mailed to the Claims Administrator no later than **[+45 days after mailing]**. The Claims Administrator will file any objections with the Court. The address of the Claims Administrator is:

Mares v. Melville Vineyards South, Claims Administrator, CPT Group Class Action Administrators,
P.O. Box ***, Irvine, California, ***; Tel. 800-***-****

A member of the Settlement Class who wishes to object but who fails to comply with the objection procedure described above shall be deemed not to have objected. Any member who does not timely submit written objections shall not be permitted to present his or her objections at the Court’s final approval hearing (see Question 15). Any member who submits an objection remains eligible to receive monetary compensation from the Settlement. Only Settlement Class members who do not send a Request for Exclusion may object.

12. What is the difference between objecting and excluding yourself from the Settlement Class?

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

Excluding yourself (“opting out”) is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself from the Settlement Class, then you cannot object because the Settlement will no longer affect you, and you will not receive any money.

THE LAWYERS IN THIS CASE

13. Do I have a lawyer in this case?

The following lawyers are Class Counsel for the Settlement Class:

Enrique Martínez
LAW OFFICES OF JOHN E. HILL
333 Hegenberger Road, Suite 500
Oakland, California 94621
Telephone: (510) 588-1000

14. Who are the lawyers representing Melville Vineyards South, LLC?

The following lawyer represents Melville Vineyards South, LLC in this case:

Tyler Woods
Fisher & Phillips LLP.
444 South Flower St., Suite 1500
Los Angeles, CA 90071

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final approval hearing (also called a fairness hearing) to decide whether to finally approve the Settlement. The hearing will be on [REDACTED], 2022, at [REDACTED] a.m. in Department 4 at the Superior Court of the State of California, County of Santa Barbara, Cook Division, which is located at 312-C East Cook Street, Santa Maria, CA 93456. The hearing may be moved to a different date and/or time without additional notice so please contact Class Counsel if you intend to appear and wish to confirm the date.

At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If you have filed a timely objection (see Question 11), the Court will consider it, and you may choose to speak at the hearing. The Court will only listen to people who have mailed a timely objection. The Court will also decide how much to pay (1) the Claims Administrator for claims administration costs; (2) the Plaintiff for serving as Class Representative; and (3) Class Counsel for attorney fees and costs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long the Court's decision will take.

16. Do I have to go to the hearing?

No, you do not have to go to the hearing. Class Counsel and Defendant's lawyers will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to go to Court to talk about it. As long as you have mailed your objection on time, the Court will consider it. If you have filed a timely objection, you may pay another lawyer at your own expense to attend the hearing and appear on your behalf, but it is not required.

17. How do I get more information?

This Class Notice provides only a summary of the most important terms of the Settlement. The complete terms of the proposed settlement are stated in the actual Settlement that has been preliminarily approved by and filed with the Court. You can view important documents about this case, including the entire Settlement, at this website: www.cpt---.com. You may contact Class Counsel (Enrique Martínez at 510-588-1000) or the Claims Administrator (800-[REDACTED]) for more information. You may also get copies of the documents from Class Counsel. Please say that you are calling about the Melville Vineyards case.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR DEFENDANTS, WITH INQUIRIES.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

1 John E. Hill, State Bar No. 45338
2 Enrique Martínez, State Bar No. 206884
3 LAW OFFICES OF JOHN E. HILL
4 333 Hegenberger Road, Ste. 500
5 Oakland, CA 94621
6 Telephone: (510) 588-1000
7 Facsimile: (510) 632-1445

8 *Attorneys for Plaintiffs & Putative Class*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SANTA BARBARA**
11 **(UNLIMITED JURISDICTION)**

12 RIGOBERTO MARES, on behalf of himself
13 and others similarly situated,

14 Plaintiff,

15 v.

16 MELVILLE VINEYARDS SOUTH, LLC and
17 DOES 1 through 50, inclusive,

18 Defendants.

Case No.: 20CV03208

CLASS ACTION

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR
(1) PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT;
(2) PROVISIONAL CERTIFICATION OF
SETTLEMENT CLASS AND
APPOINTING CLASS COUNSEL;
(3) APPROVING FORM AND METHOD
OF CLASS NOTICE; AND (4)
SCHEDULING A FINAL FAIRNESS
HEARING**

Date: January 27, 2022

Time: 8:30 a.m.

Hon.: Jed Beebe

Dept: SM4

1 The above-captioned matter came on for hearing before the Court on January 27, 2022 on
2 Plaintiff's unopposed Motion for (1) Preliminary Approval of a Class Action Settlement, (2)
3 Provisional Certification of a Proposed Settlement Class and Appointment of Class Counsel, (3)
4 Approval of a Proposed Form and Method of Class Notice, and (4) the Scheduling of a Final
5 Fairness Hearing. The Parties have entered into a class Settlement, attached as Exhibit 1 to the
6 Declaration of Enrique Martinez ("the Settlement") which, if approved, would resolve this class
7 action lawsuit (the "Action").

8 Upon review and consideration of the motion papers and the Settlement and the exhibits
9 thereto, including the proposed form of notice to the Settlement Class ("Class Notice"), attached to
10 the Settlement as Exhibit 1A, the Court finds that there is sufficient basis for (1) granting
11 preliminary approval of the Settlement; (2) provisionally certifying the class for settlement
12 purposes only; (3) appointing plaintiff's counsel as Class Counsel and appointing the named
13 plaintiff to represent the Settlement Class; (4) approving the Parties' proposed form and method of
14 notice to the Settlement Class; (5) approving the Parties' proposed Class Notice, and the
15 procedures set forth in the Settlement for class members to exclude themselves from the Settlement
16 Class or object to the Settlement, and directing that notice be disseminated to the Settlement Class
17 pursuant to the terms of the Settlement; (6) staying all non-settlement related proceedings in the
18 Action pending final approval of the Settlement; and (7) setting a final hearing (the "Fairness
19 Hearing") at which time the Court will consider whether to grant (a) final approval of the
20 Settlement and (b) Class Counsel's application for attorneys' fees and costs.

21 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

22 1. This Action is provisionally certified as a class action, for the purposes of settlement
23 only, pursuant to Code of Civil Procedure section 382.

24 2. The Settlement Class is defined as: "All non-exempt workers employed by
25 Defendant any time between October 2, 2016 and December 31, 2020, who were sent a *Belaire-*
26 *West* privacy notice, but not including the four employees who opted out from such notice."
27

1 3. Certification of the Settlement Class shall be solely for the purposes of settlement
2 and without prejudice to the Parties in the event the Settlement is not finally approved by this Court
3 or otherwise does not take effect.

4 4. The Court preliminarily approves the Settlement as fair, reasonable, and adequate,
5 entered into in good faith, free of collusion, and within the range of possible judicial approval.

6 5. The Court appoints the following attorneys as Class Counsel:

7
8 Enrique Martinez
9 LAW OFFICES OF JOHN E. HILL
10 333 Hegenberger Road, Ste. 500
11 Oakland, CA 94621
12 Telephone: (510) 588-1000
13 Facsimile: (510) 632-1445
14 Email: emartinez15@comcast.net

15 6. The Court appoints plaintiff Rigoberto Mares as class representative.

16 7. The Court appoints CPT Group, Inc. to serve as the settlement administrator and to
17 carry out all duties and responsibilities of the Claims Administrator as specified in the Settlement.

18 8. The Court approves the method of disseminating notice to the Settlement Class in
19 Spanish and English, as set forth in the Settlement. The Court approves the form and content of the
20 Class Notice attached hereto and to the Settlement as Exhibits 1A. The Court finds that the
21 proposed notice is reasonably clear and should be reasonably understandable to Settlement Class
22 members. The Court finds that the proposed form and method of notice provided in the Settlement
23 constitutes the best notice practicable under the circumstances, and will provide valid, due, and
24 sufficient notice to the Settlement Class in full compliance with the requirements of applicable law,
25 including Code of Civil Procedure section 382 and the Due Process Clause of the United States
26 Constitution, and is the only notice to the Settlement Class of the Settlement that is required.

27 9. Not later than five (5) days from the date of this Order, Defendant's counsel shall
28 provide to the Claims Administrator with a list of all members of the Settlement Class, their last
known addresses, telephone numbers, and social security or individual taxpayer identification
numbers, current or final pay rate, and whether they are former employees. Class Counsel shall
supplement this information with any more recent contact information available for members of the

1 Settlement Class and the Claims Administrator will request more recent address information from
2 the U.S. Postal Service. The Claims Administrator shall be responsible for preparing, printing, and
3 mailing to members of the Settlement Class the Class. A Spanish language translation (prepared
4 by the Claims Administrator) of all materials mailed to members of the Settlement Class shall be
5 included as a part of the same mailing.

6 10. No later than fourteen (14) days from the date of this Order, the Claims
7 Administrator shall send a copy of the Class Notice to members of the Settlement Class via First
8 Class regular U.S. mail, postage prepaid, using the most current mailing address information
9 available. The date of the original mailing will be the Notice Date. For any Class Notice returned
10 to the Claims Administrator as non-deliverable within forty-five (45) days of the Notice Date, the
11 Claims Administrator shall make prompt and reasonable efforts to locate the person involved,
12 using appropriate search methods. If new address information is obtained, the Claims
13 Administrator shall promptly re-mail the Class Notice to the addressee via First Class regular U.S.
14 mail, postage prepaid, using the new address. If the Claims Administrator is unable to obtain new
15 address information with regard to any Class Notice returned as non-deliverable within thirty (30)
16 days following the Notice Date, or if a Class Notice is returned as non-deliverable more than forty-
17 five days (45) days following the original mailing date, the Claims Administrator shall be deemed
18 to have satisfied its obligation to provide the Class Notice to the affected member of the Settlement
19 Class through the original mailing. In the event the procedures in this paragraph are followed and
20 the intended recipient of the Class Notice does not receive the Class Notice, the intended recipient
21 shall nevertheless remain a member of the Settlement Class and shall be bound by all the terms of
22 this Settlement and the Order and Final Judgment.

23 11. Those members of the Settlement Class who wish to opt out of the settlement must
24 serve on the Claims Administrator a written statement opting out of the Settlement. Such written
25 statement must be served on the Claims Administrator no later than forty five (45) days from the
26 Notice Date.

27 12. If the Settlement is finally approved and becomes effective, any Settlement Class
28 member who does not send a timely and valid written statement opting out of the Settlement shall

1 be a Settlement Class Member and shall be bound by all subsequent proceedings, orders, and
2 judgments in this Action, including, but not limited to, the release of claims as provided in the
3 Settlement. All Private Attorney General Act (PAGA) aggrieved employees shall be bound by all
4 subsequent proceedings, orders, and judgments in this Action even if they opted-out of the class
5 settlement.

6 13. Those members of the Settlement Class who wish to object to the Settlement must
7 serve on the Claims Administrator a written statement objecting to the Settlement. Such written
8 statement must be served on the Claims Administrator no later than forty five (45) days from the
9 Notice Date. The Claims Administrator will file with this Court any objections received no later
10 than three (3) court days from the deadline. No member of the Settlement Class shall be entitled to
11 be heard at the Settlement Fairness Hearing (whether individually or through separate counsel) or
12 to object to this Settlement, and no written objections or briefs submitted by any member of the
13 Settlement Class shall be received or considered by the Court at the Settlement Fairness Hearing,
14 unless written notice of the class member's intention to appear at the Settlement Fairness Hearing,
15 and copies of any written objections or briefs, shall have been served on the Claims Administrator
16 no later than forty five (45) days from the Notice Date. Members of the Settlement Class who fail
17 to serve timely written objections in the manner specified above shall be deemed to have waived
18 any objections and shall be foreclosed from making any objection (whether by appeal or otherwise)
19 to the Settlement.

20 14. Any Settlement Class member who submits a timely and valid written objection
21 ("Objector") may appear at the Fairness Hearing, either in person or through personal counsel hired
22 at the Objector's own expense. Any Settlement Class member who does not submit a timely and
23 valid objection shall be deemed to have waived all objections to the Settlement and shall forever be
24 foreclosed from making any objection to the fairness, adequacy, or reasonableness of the
25 Settlement and any Final order and Final Judgment entered approving it.

26 15. The Court will hold a final Fairness Hearing on _____, 2022 at
27 ____:00 am to determine whether the Settlement should be finally approved as fair, reasonable and
28 adequate to the Settlement Class, whether Final Judgment should be entered dismissing the Action

1 with prejudice, and whether Class Counsel’s application for an award of attorneys’ fees and costs
2 pursuant to the Settlement should be approved.

3 16. The Parties shall file any motions in support of final approval of the Settlement and
4 Class Counsel shall file their fee application no later than _____, 2022.

5 17. The Parties shall file any responses to any Objectors, and any reply papers in
6 support of final approval or Class Counsel’s fee application by no later than _____,
7 2022.

8 18. At no time shall any of the Parties or their counsel seek, solicit or otherwise
9 encourage, directly or indirectly, members of the Settlement Class to submit written objections to
10 the settlement, to opt out, or to appeal from the Order and Final Judgment.

11 19. The date of the Fairness Hearing as provided in this Order and related deadlines
12 may be rescheduled by the Court upon notice to the Parties.

13 20. This Order shall become null and void and shall be without prejudice to the rights of
14 the Parties, all of whom shall be restored to their respective positions existing immediately before
15 the Court entered this Order, if: (a) the Settlement is not finally approved by the Court, or does not
16 become final, pursuant to the terms of the Settlement; or (b) the Settlement does not become
17 effective pursuant to the terms of the Settlement for any other reason.

18 21. Pending the final determination of whether the Settlement should be approved, all
19 proceedings in this Action, except as may be necessary to implement the Settlement or to comply
20 with the terms of the Settlement, are hereby stayed.

21
22 IT IS SO ORDERED.

23
24
25 DATED: _____ JUDGE OF SUPERIOR COURT
26
27
28

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

1 John E. Hill, State Bar No. 45338
Enrique Martínez, State Bar No. 206884
2 LAW OFFICES OF JOHN E. HILL
333 Hegenberger Road, Ste. 500
3 Oakland, CA 94621
Telephone: (510) 588-1000
4 Facsimile: (510) 632-1445

5 *Attorneys for Plaintiffs & Putative Class*

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SANTA BARBARA**
10 **(UNLIMITED JURISDICTION)**

11 RIGOBERTO MARES, on behalf of himself
12 and others similarly situated,

13 Plaintiff,

14 v.

15 MELVILLE VINEYARDS SOUTH, LLC and
16 DOES 1 through 50, inclusive,

17 Defendants.

Case No.: 20CV03208

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES,
COSTS, SERVICE AWARDS, AND
CLAIMS ADMINISTRATION**

Date: January 27, 2022

Time: 8:30 a.m.

Hon.: Jed Beebe

Dept: SM4

1 This matter came on for hearing on _____, 2022 in Department SM4 of this Court on
2 Plaintiff Rigoberto Mares’s unopposed Motion for Final Approval of Class Action Settlement,
3 Attorneys’ Fees, Costs, Service Awards, Claims Administration (“Motion”) pursuant to California
4 Rule of Court 3.769(g).

5 Having received and considered the proposed class action Settlement Agreement (“Settlement
6 Agreement”) between Plaintiff Rigoberto Mares (“Plaintiff”) and Defendants Melville Vineyards
7 South, LLC (“Defendant”), preliminarily approved by the Court in its _____, 2022 Order, and having
8 received and considered the supporting papers and evidence filed by the Parties, and the argument in
9 support of the Motion, the Court hereby GRANTS final approval of the Settlement and **HEREBY**
10 **ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

11 The Court previously reviewed the Settlement Agreement and the exhibits thereto and
12 preliminarily approved that this litigation could be maintained as a class action for settlement
13 purposes and, therefore, it conditionally certified the following Settlement Class (the “Settlement
14 Class”) for settlement purposes:

15 All non-exempt workers employed by Defendant any time between October 2, 2016 and
16 December 31, 2020, who were sent a *Belaire-West* privacy notice, but not including the
17 four employees who opted out from such notice.

18 The Court appointed, for settlement purposes, the Law Offices of John E. Hill as Class
19 Counsel, Plaintiff as representative for the Settlement Class, and CPT Group, Inc. as the Settlement
20 Administrator.

21 Pursuant to the Preliminary Approval Order issued on _____ 2022, a Notice of Class
22 Action Settlement (“Notice”) was mailed to all members of the Settlement Class by first-class U.S.
23 mail. The Notice informed the Settlement Class of the terms of the Settlement, of their right to
24 receive their proportional share of the Settlement Fund, of their right to comment upon or object to
25 the Settlement, and of their right to appear in person or by counsel at the Final Approval hearing.
26 Adequate periods of time were provided by each of these procedures.

27 _____ Eligible Class Member objected to the Settlement.

1 The Court hereby finds and determines that this Notice procedure afforded adequate
2 protections to Eligible Class Members and complied fully with Rule of Court 3.769, due process,
3 and all other applicable laws.

4 The Court further finds and determines that the terms of the Settlement are adequate, fair
5 and reasonable to Eligible Class Members and that the Settlement is ordered finally approved, and
6 that all terms and provisions of the Settlement Agreement should be and hereby are ordered to be
7 consummated.

8 The Court hereby confirms the Law Offices of John E. Hill as Class Counsel.

9 The Court hereby confirms Plaintiff Rigoberto Mares as the Class Representative in this
10 action.

11 The Court finds and determines that the individual Settlement Awards provided for by the
12 terms of the Settlement to be paid to each Eligible Class Member are fair and reasonable, and thus,
13 the Court gives final approval to and orders the payments of those amounts to be made in
14 accordance with the terms of the Settlement.

15 The Court finds that the Class Representative service award payment in the sum of \$7,500
16 to the Plaintiff is fair and reasonable. The Court hereby orders the Claims Administrator to make
17 this payment to the Class Representatives in accordance with the terms of the Settlement
18 Agreement.

19 The Court finds that the payment to be paid to the Claims Administrator in the sum of
20 \$8,000 for its fees and expenses incurred is fair and reasonable. The Court hereby orders the
21 Claims Administrator to make this payment to itself in accordance with the terms of the Settlement
22 Agreement.

23 Pursuant to the terms of the Settlement, and the authorities, evidence and argument
24 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
25 \$63,750 and litigation costs of \$8,100. The Court finds such amounts to be fair and reasonable.
26 The Court hereby orders the Claims Administrator to make these payments in accordance with the
27 terms of the Settlement Agreement.

1 Nothing in this Order shall preclude any action to enforce the Parties' obligations pursuant
2 to the Settlement Agreement or pursuant to this Order, including the requirement that Defendant
3 make payments to Eligible Class Members, in accordance with the Settlement Agreement.

4 This final Order shall have res judicata effect and bar Plaintiff and each Eligible Class Member
5 from bringing any action asserting Class Member Released Claims.

6 The Parties shall bear their own costs and attorneys' fees except as otherwise provided for
7 by the Settlement Agreement and this Court's Order Granting Final Approval.

8 Without affecting the finality of this Order, pursuant to Rule 3.769(h), the Court retains
9 jurisdiction over the parties and the action of all matters relating to the interpretation,
10 administration, implementation, effectuation and enforcement of this Order and the Settlement

11
12 IT IS SO ORDERED.

13
14
15 DATED: _____ JUDGE OF SUPERIOR COURT
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT D

[STIPULATED JUDGMENT]

1 John E. Hill, State Bar #45338
2 Enrique Martínez, State Bar #206884
3 LAW OFFICES OF JOHN E. HILL
4 333 Hegenberger Road, Ste. 500
5 Oakland, CA 94621
6 Telephone: (510) 588-1000
7 Facsimile: (510) 633-2504

8 *Attorneys for Plaintiffs*
9 *and the Plaintiff Class*

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SANTA BARBARA**
12 **(UNLIMITED JURISDICTION)**

13 RIGOBERTO MARES, on behalf of himself
14 and others similarly situated,

15 Plaintiff,

16 v.

17 MELVILLE VINEYARDS SOUTH, LLC and
18 DOES 1 through 50, inclusive,

19 Defendants.

Case No. 20CV03208

**STIPULATION FOR ENTRY OF
JUDGMENT UPON DEFAULT IN
PERFORMANCE OF TERMS OF CLASS
ACTION SETTLEMENT**

24 Plaintiff RIGOBERTO MARES, on behalf of himself and the Settlement Class, and
25 MELVILLE VINEYARDS SOUTH, LLC and its attorneys have reached a settlement of all claims
26 alleged in the lawsuit filed in this Court (hereinafter "Settlement Agreement"), and desire to create
27 a stipulation for entry of judgment to secure the performance of the parties under this settlement.
28

1 **The Parties understand and agree that this Stipulation for Entry of Judgment will not be**
2 **filed with this Court unless there is a default** with regard to the settlement payments to be made
3 pursuant to the Settlement Agreement, and said default is not cured as provided in the Settlement
4 Agreement.

5 **NOW, THEREFORE, IT IS AGREED AND STIPULATED AS FOLLOWS:**

6
7 A. **The parties to this Stipulation are:**

8 Plaintiff RIGOBERTO MARES, on behalf of himself and the Settlement Class
9 (“Plaintiffs”) and MELVILLE VINEYARDS SOUTH, LLC, MELVILLE WINERY, LLC, and
10 CHAD MELVILLE, an individual, (“Defendants”), collectively “the Parties.”

11 B. **The essential terms of this Stipulation are:**

12 Pursuant to the Settlement Agreement, the Two Hundred and Fifty-Five Thousand
13 Dollars (\$255,000) common fund settlement to be paid by Defendants shall be funded as
14 follows: The first payment of \$63,750 will occur within thirty (30) days of Final Approval. The
15 second payment of \$63,750 will be due one hundred and eighty (180) days from the date of the
16 first payment. The third payment of \$63,750 will be due one hundred and eighty (180) days from
17 the date of the second payment. The final installment of \$63,750 will be due one hundred and
18 eighty (180) from the date of the third payment. In the event Defendants fail to make any of the
19 installment payments, Plaintiff must provide Defendants’ counsel written notice via email to of
20 such failure. Defendants shall have ten (10) business days from the date of notice to cure said
21 breach. In the event such breach is not cured within ten (10) days after the date of notice,
22 Plaintiff’s Counsel shall be authorized to file the executed Stipulation of Judgment with the
23 Court. Upon payment in full, this Stipulated Judgment becomes null and void.

24
25 //

26 //

27 //

28

