

CLASS ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amended Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiff *Wiseman Park, LLC* (“Plaintiff”) and *Southern Glazer’s Wine and Spirits, LLC*, (“Southern”). The Agreement refers to Plaintiff and Southern collectively as “Parties,” or individually as “Party.” This Agreement completely supersedes the agreement between the Parties filed March 8, 2023.

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit against “Southern” captioned *Wiseman Park, LLC vs. Southern Wine and Spirits of America, Inc., Case No. BC548599* initiated on June 13, 2014 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Angeion Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class” means “all California retailers of alcoholic beverages who either (1) paid a Carrying Charge to Southern at any time during the period beginning June 13, 2010 through June 30, 2023 (“Class Period”), or (2) were assessed a Carrying Charge that was not paid, or (3) are parties to a contract with Southern that provides for a Carrying Charge. Excluded from the Class are each person or entity who submits a valid and timely Request for Exclusion.
- 1.5 “Class Counsel” means Green & Noblin, P.C. and the Law Offices of Matthew E. Hess.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for payment of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7 “Class Data” means Class Member identifying information in Southern’s possession including a complete list of all Class Members, including the name or names of each individual in Defendant’s records associated with each account (not including individuals that were removed) and each address, telephone number and email address associated with each such account, along with the dates and amounts of Carrying Charges assessed to each Class Member during the Class Period and/or paid by each Class Member during the Class Period.
- 1.8 “Class Member” or “Settlement Class Member” means a member of the Class.

- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the court approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from June 13, 2010 through June 30, 2023.
- 1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Los Angeles.
- 1.15. “Defendant” or “Southern” means named Defendant Southern Wine and Spirits of America, Inc. now known as Southern Glazer’s Wine and Spirits, LLC.
- 1.16. “Defense Counsel” means Korshak, Kracoff, Kong & Sugano, L.L.P.
- 1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

- 1.21. "Gross Settlement Amount" means \$5,500,000 which is the total cash contribution Southern agrees to pay under the Settlement, not including amount of unpaid Carrying Charges it will write off and waive. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.
- 1.22. "Individual Class Payment" means the Class Member's pro rata share of the Net Settlement Amount calculated according to the Plan of Allocation.
- 1.23. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.24. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.25. Intentionally omitted.
- 1.26. Intentionally omitted.
- 1.27. "Plaintiff" means *Wiseman Park, LLC*, the named Plaintiff in the Action.
- 1.28. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.29. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval.
- 1.30. "Released Class Claims" means the claims being released as described in Paragraph 5 below.
- 1.31. "Released Parties" means: Southern and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.32. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.33. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date on which the Response Deadline has expired.

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

2. RECITALS.

- 2.1 On June 13, 2014, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Southern for declaratory relief, breach of contract, money had and received, open book account and violations of Bus. & Prof. Code §17200. The Complaint is the operative complaint in the Action (the “Operative Complaint”). Southern denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 On July 21, 2022 the Parties participated in an all-day mediation presided over by Robert Meyer of JAMS which led to this Agreement to settle the Action.
- 2.3 Prior to mediation, Plaintiff obtained, through formal discovery documents regarding Southern’s policies and practices with regard to charging 2% per month for late fees, data showing the identity of Class Members and the amount and dates of late fees assessed and paid by them, depositions of Southern’s Director of Accounts Receivable and Southern’s Collections Manager. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.4 The Court granted class certification by order dated June 7, 2021 and denied Southern’s Motion for Summary Judgment or Summary Adjudication by order dated April 11, 2019.
- 2.5 The Parties, Class Counsel, Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY AND INJUNCTIVE TERMS

- 3.1. Gross Settlement Amount. Southern promises to pay \$5,500,000 and no more as the Gross Settlement Amount. Southern has no obligation to pay the Gross Settlement Amount prior to the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Class Members who do not opt out to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Southern.
- 3.2. Write-off of Accrued Carrying Charges. “Carrying Charges” refer to certain late fees assessed by Southern at 1% per month in addition to the statutorily mandated late fee of 1% per month. Southern has assessed one or more Carrying Charges against some Class Members that have not yet been paid in full. Southern agrees

to write off all unpaid Carrying Charges owed by Class Members and to release any claims for payment of the Carrying Charges. The accrued, unpaid Carrying Charges are calculated at more than \$44.1 million as of July 1, 2022. The Combined Monetary Value refers to the combination of the \$5.5 million Gross Settlement Amount and the \$44.1 million write-off of accrued Carrying Charges.

3.3. Limit on Future Carrying Charges.

- a. Southern agrees that it will not charge a Carrying Charge on unpaid invoices 43 days or more from the date of delivery, unless and until California law shall be amended to permit the charging of an additional Carrying Charge or similar fee. No later than sixty (60) calendar days after the Effective Date, Southern shall revise its accounting system to charge only the 1% fee currently permitted by Bus. & Prof. Code § 25509 on each invoice to a California retailer of alcoholic beverages that is unpaid, in whole or in part, on the 43rd day after the date of delivery, and 1% each 30 days thereafter.
- b. Southern will prepare a form of agreement to use on accounts for which new agreements are signed after the Effective Date to be approved by Class Counsel, solely with regard to the removal of language related to the Carrying Charge.

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

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Southern will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment by delivering a check payable to the Green & Noblin, P.C. Trust Account. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$2 million, which is currently estimated to be 4% of the Combined Monetary Value and a Class Counsel Litigation Expenses Payment of not more than \$70,000. Southern will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation

Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment by delivery to the Green & Noblin, P.C. Trust Account, including any appropriate IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Southern harmless, and indemnifies Southern, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$189,500 for the 73,276 Class Members, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than these amounts the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Class Member who Paid a Carrying Charge: The amount of each check will be \$10 or more. There is no claim form required. The Settlement Administrator will calculate the amount due to each account and make payments directly according to this Plan of Allocation. The Settlement Administrator shall calculate the amount of the Net Settlement Fund after payment of attorneys' fees and expenses, the class representative's service award and the costs of administration. The percentage which each Class Member's paid Carrying Charges bear to the total amount of paid Carrying Charges will then be determined. Each Claimant's percentage will then be applied to the Net Settlement Fund to calculate the amount of their payment.

An adjustment will be made so that the minimum checks to be sent will be \$10 – any Claimant whose share of the Net Settlement Fund is \$10 or less will receive a check for \$10 and the remaining claims adjusted accordingly.

3.2.4.1 Effect on Calculation of Individual Class Payments of Class Members who opt-out of the Settlement. Individuals or entities who opt-out of the Class will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Members. Based on a review of its records to date, Southern estimates there are 73,276 Class Members.
- 4.2. Class Data. Prior to the hearing on the Motion for Preliminary Approval of the Settlement, Southern will deliver any Class Data not previously submitted to the Administrator, in the form of a Microsoft Excel spreadsheet(s). To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Southern has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Southern must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Southern shall fully fund the Gross Settlement Amount by transmitting \$95,000 to the Administrator for costs of administration within five (5) business days after entry of the order granting preliminary approval of the settlement and by transmitting the remaining \$5,405,000 to the Administrator no later than five (5) business days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Upon receipt of the \$65,000 for costs of administration, the Administrator may withdraw those funds for the stated purpose. Within 14 calendar days after Southern funds the remaining Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment to the extent not previously paid, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Class Members who have not opted out (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) (“Cy Pres Recipient”). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with Restaurants Care, a non-profit program of the California Restaurant Foundation, the intended Cy Pres Recipient.
- 4.4.4 The payment of Individual Class Payments shall not obligate Southern to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

5. RELEASE OF CLAIMS. Effective on the date when Southern fully funds the entire Gross Settlement Amount, Plaintiff, Participating Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 **Plaintiff’s Release.** Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint. (“Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Release by Class Members: All Class Members who do not opt out, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Class Members do not release any other claims based on facts occurring outside the Class Period or based on transactions that were not the subject of this Action.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 Southern’s Declaration in Support of Preliminary Approval. Within ten (10) days of the full execution of this Agreement, Southern will prepare and deliver to Class Counsel a signed Declaration from Southern and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Southern shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient; (vi) a redlined version of the parties’ Agreement showing all

modifications made to the Model Agreement ready for filing with the Court; In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

- 7.1 Selection of Administrator. The Parties have jointly selected Angeion Group to serve as the Administrator and verified that, as a condition of appointment, Angeion Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than perhaps a professional relationship arising out of prior experiences administering settlements.
- 7.2 Intentionally omitted.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members in the Class Data.

- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than thirty (30) days after the date of entry of the Order Granting Preliminary Approval to the Settlement, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Southern or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the

Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Class Members' Releases under Paragraph 5 of this Agreement, regardless of whether the Class Member actually receives the Class Notice or objects to the Settlement.

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

7.6 Intentionally omitted.

7.7 Objections to Settlement.

7.7.1 Only Class Members who do not opt out may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Class Members who do not opt out may send written objections to the Administrator, by email or mail. In the alternative, Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Class Members who opt out have no right to object to any of the class action components of the Settlement.

- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Monthly Reports. The Administrator must, on a monthly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and checks mailed for Individual Class Payments (“Monthly Report”). The Monthly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will

supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. **CLASS SIZE ESTIMATES.** Based on its records, Southern estimates that, as of the date of this Settlement Agreement there are 73,276 Class Members.
9. **SOUTHERN'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds either 5% of the total of all Class Members, or if the amount of Carrying Charges paid by Class Members who opt out of the Settlement equals \$275,000 or more, then Southern may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if, Southern withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Southern will remain responsible for paying all Settlement Administration Expenses incurred to that point. Southern must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's

decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Court's Order providing Final Approval, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or the Court's Order, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Court's Order providing Final Approval is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Court's Order providing Final Approval, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate the Court's Order, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Court's Order providing Final Approval, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Court's Order providing Final Approval becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be

construed as an admission by Southern that any of the allegations in the Operative Complaint have merit or that Southern has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Southern's defenses in the Action have merit. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Southern reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Southern's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Southern, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Southern and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Southern respectively, to take all appropriate action required or permitted to be taken by such Parties

pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Southern, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Southern in connection with the mediation, other settlement negotiations, or in connection with the Settlement, 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 of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final payout of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Southern unless, prior to the Court's discharge of the Administrator's obligation, Southern makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

- 12.15 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.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with 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, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Green & Noblin, P.C.
2200 Larkspur Landing Circle, Suite 101
Larkspur, CA 94939
gnecf@classcounsel.com

To Southern:

Clement J. Kong and Keith R. Thorell
Korshak, Kracoff, Kong & Sugano, LLP
1640 S. Sepulveda Blvd., Suite 520
Los Angeles, CA 90025
Keith@kkks.com

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement 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.

Dated:

GREEN & NOBLIN, P.C.

By: _____
Robert S. Green

Attorneys for Plaintiff
WISEMAN PARK, LLC

Dated:

WISEMAN PARK, LLC, Plaintiff

By: _____
Paul Oberman

Dated:

**KORSHAK, KRACOFF, KONG &
SUGANO, LLP**

By: _____
Keith R. Thorell

Attorneys for Defendant
SOUTHERN GLAZER'S WINE AND SPIRITS, LLC

Dated:

SOUTHERN GLAZER'S WINE AND SPIRITS, LLC

By: _____
Alan Greenspan
Executive Vice President and General Counsel

EXHIBIT A

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

*Wiseman Park, LLC vs. Southern Wine and Spirits of America, Inc.
Case Number: BC548599*

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

You may be eligible to receive money from a class action lawsuit (“Action”) against *Southern Wine and Spirits of America, Inc. now known as Southern Glazer’s Wine and Spirits, LLC* (“Southern”) alleging that “Southern” charged more than is allowed for late fees on the purchase of wine, beer or liquor. The Action was filed by *Wiseman Park, LLC* (“Plaintiff”) and seeks reimbursement of the actual amount of late fees you may have paid to Southern over 1% per month during the Class Period or will have your contracts modified to prevent any such charges in the future.

Certain Class Members received a Notice of this Action earlier in 2022 after the Court certified this case as a Class Action. The Parties have now agreed to a Settlement and this Notice is to inform all Class Members of their rights with regard to that Settlement.

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

If you were a California customer of Southern at any time from June 13, 2010 through June 30, 2023, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive payment. You may, however, preserve your right to personally pursue a claim against Southern.

Southern will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will receive an amount of reimbursement of any late fees actually paid to Southern in excess of 1% per month, have any such unpaid late fees written off and/or have your contract revised to prohibit such payments in the future.
You Can Opt-out of the Class Settlement. The Opt-out Deadline is:	Get out of this lawsuit. Get no benefits from it. Keep the right to file your own lawsuit. This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Southern related to the legal claims this settlement resolves. However, you will give up the right to get a payment from this settlement.
Participating Class Members Can Object to the Class Settlement. Written Objections Must be Submitted by:	All Class Members who do not opt-out can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You can Participate in the Final Approval Hearing. The Hearing is scheduled for:	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 6 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a company that owned a restaurant that was a customer of Southern. The Action accuses Southern of violating California liquor laws by requiring late payments to be assessed a charge at 2% per month, rather than 1% per month, as set forth in a California statute. Plaintiff is represented by attorneys in the Action: Robert Green of Green & Noblin, P.C.; and Matthew Hess of the Law Office of Matthew Hess ("Class Counsel").

Southern strongly denies violating any laws and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Southern or Plaintiff is correct on the merits. In the meantime, Plaintiff and Southern hired an experienced neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case), rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action

and enforcing the Agreement, Plaintiff and Southern have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Southern does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Southern has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; (2) Southern has agreed to write-off any claim to assessed but unpaid Carrying Charges; (3) Southern has agreed to revise its contracts to limit its claim to Carrying Charges in the future; and (4) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Southern will pay \$5.5 million as the Gross Settlement Amount (Gross Settlement).
Southern has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, Southern will fund the Gross Settlement not more than five (5) days after the Order entered by the Court becomes final. The Order will be final on the date the Court enters the Order or a later date if Class Members object to the proposed Settlement or there is an appeal.
2. Write-off of Accrued Carrying Charges. "Carrying Charges" refers to certain late fees assessed by Southern at 1% per month in addition to the statutorily mandated late fee of 1% per month. Southern has assessed one or more Carrying Charges against some Class Members that have not yet been paid in full. Southern agrees to write off all unpaid Carrying Charges owed by Class Members and to release any claims for payment of the Carrying Charges. The accrued, unpaid Carrying Charges are calculated at more than \$44.1 million as of December 31, 2021. The amount of Carrying Charges that Southern will write-off combined with the Gross Settlement Fund totals approximately \$49.6 million and is referred to as the "Combined Monetary Value."
3. Limit on Future Carrying Charges.
 - a) Southern agrees that it will not charge a Carrying Charge on unpaid invoices 43 days or more from the date of delivery, unless and until California law shall be amended to permit the charging of an additional Carrying Charge. No later than sixty (60) calendar days after the Effective Date, Southern shall revise its accounting system to charge only the 1% fee currently permitted by Bus. & Prof. Code § 25509 on each invoice to a California retailer of alcoholic beverages that is unpaid, in whole or in part, on the 43rd day after the date of delivery, and 1% each 30 days thereafter.

- b) Southern will prepare a form of agreement to use on accounts for which new agreements are signed after the Effective Date to be approved by Class Counsel, solely with regard to the removal of language related to the Carrying Charge.
4. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- a) Up to \$2 million (4 % of the Combined Monetary Value; and 36% of the Gross Settlement Amount) to Class Counsel for attorneys' fees and up to \$70,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b) Up to \$15,000 as a Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment.
 - c) Up to \$189,500 for the 73,276 Class Members to the Administrator for services administering the Settlement. Class Members have the right to object to any of these deductions. The Court will consider all objections.
5. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on the actual amount of late fees paid by Class Members calculated as a portion of the Net Settlement Fund.
6. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres"). The Parties have proposed Restaurants Care, a non-profit program of the California Restaurant Foundation as the Cy Pres recipient.
7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out.

The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members will not receive Individual Class Payments, but will preserve their rights to personally pursue claims against Southern.

8. The Proposed Settlement will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter an Order. It is also possible the Court will enter an Order that is reversed on appeal. Plaintiffs and Southern have agreed that, in either case, the Settlement will be void: Southern will not pay any money and Class Members will not release any claims against Southern.
9. Administrator. The Court has appointed a neutral company, Angeion Group (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
10. Class Members’ Release. After the Judgment is final and Southern has fully funded the Gross Settlement, Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Southern or related entities for claims based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Class Members will be bound by the following release:

All Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Class Members do not release any other claims based on facts occurring outside the Class Period or based on transactions that were not the subject of this Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments.

The Settlement Administrator will calculate the amount due to each account and make payments directly according to this Plan of Allocation. The Settlement Administrator will calculate the amount of the Net Settlement Fund after payment of attorneys’ fees and expenses, the class representative’s service award and the costs of administration. The percentage which each Class Member’s paid Carrying Charges bear to the total amount of paid Carrying Charges will then be determined. Each Claimant’s percentage will then be applied to the Net Settlement Fund to calculate the amount of their payment.

An adjustment will be made so that the minimum checks to be sent will be \$10 – any Claimant whose share of the Net Settlement Fund is \$10 or less will receive a check for \$10 and the remaining claims adjusted accordingly.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Class Member who paid Carrying Charges assessed by Southern during the Class Period.

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Wiseman Park v. Southern Glazer's Wine and Spirits* and include your identifying information (your name and position, the full name of the business that purchased from Southern, its address, telephone number, and email address). The request must be made by a person authorized by the business to make transactions on its behalf. The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Class Members who do not opt out have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Southern are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at www.SouthernClassAction.com, or the Court's website at <https://www.lacourt.org>.

A Class Member who does not opt out and who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Wiseman Park v. Southern Glazer's Wine and Spirits* and include your name and position and the full name of the business that purchased from Southern, its address, telephone number, and email address and approximate dates that it was a customer of Southern, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____, in Department 14 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website, www.SouthernClassAction.com, beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Southern and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at www.SouthernClassAction.com.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. BC548599. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney: Robert Green

Email Address: gnecf@classcounsel.com

Name of Firm: Green & Noblin, P.C.

Mailing Address: 2200 Larkspur Landing Circle, Suite 101, Larkspur, CA 94939

Telephone: (415) 477-6700

Settlement Administrator:
Name of Company: Angeion Group
Email Address:
Mailing Address:
Telephone:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address. To contact the Administrator go to the website at www.SouthernClassAction.com.