

NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE ACTION

(A court authorized this notice. This is not a solicitation. This is not a lawsuit against you, and you are not being sued.)

Katrina Trester and Abigail Perez-Tellez v. Delicato Vineyards, a California Corporation, San Benito County Superior Court, Case No. CU-22-00016

You are receiving this Notice because the Court has approved a Private Attorneys General Act (“PAGA”) settlement in the above-listed case, and you are a member of the representative group that is entitled to receive money. Enclosed please find a check with your portion of the settlement proceeds.

A settlement (the “Settlement”) has been reached between Plaintiffs Katrina Trester and Abigail Perez-Tellez (“Plaintiffs”) and Defendant Delicato Vineyards (“Defendant”) in a PAGA representative action pending in the San Benito County Superior Court, Case No. CU-22-00016 (the “Lawsuit”). You have received this Notice because Defendant’s records indicate that you are a member of the representative group (individually referred to as “PAGA Member”) defined as:

All current and former non-exempt or hourly-paid employees directly employed by Defendant and who worked for Defendant in California from November 22, 2020 through October 14, 2022.

This Notice is not to be understood or viewed as an expression of any opinion from the Court as to the merits of any of the claims asserted by Plaintiffs or defenses asserted by Defendant. Defendant did not admit any wrongdoing or violation of the law and continues to deny that it violated any law alleged in the Lawsuit. The Lawsuit was litigated and ultimately resolved through a compromise to settle the claims of Plaintiffs, the State of California, and PAGA Members in order to avoid the risks, uncertainties, and expense of further litigation.

What This Lawsuit Is About. Plaintiffs contend that between November 22, 2020 and October 14, 2022, Defendant allegedly failed to: properly pay wages (including overtime and minimum wages); provide paid sick leave; provide compliant meal and rest breaks; timely pay wages during employment and upon termination; provide accurate wage statements; maintain accurate wage statements; and reimburse business expenses; and therefore owed civil penalties under PAGA. Plaintiffs sought to recover penalties on behalf of the State of California and PAGA Members under the PAGA statute, which provides that 75% of any recovery be paid to the State of California and 25% of any recovery be paid to PAGA Members. Defendant denied, and continues to deny, that it violated any law alleged in the Lawsuit, and denies that the case is suitable for representative treatment.

Approval Of The Settlement. The San Benito County Superior Court approved this Settlement on October 14, 2022. By approving the Settlement, the Court did not decide in favor of Plaintiffs or Defendant.

Your Individual Settlement Share. The Individual Settlement Share which accompanies this Notice is made to you pursuant to the terms of the Settlement and is based on the number of pay periods in which you were employed by Defendant as a non-exempt or hourly paid employee in California at any time during the period between November 22, 2022 and October 14, 2022 and received any regular pay for performing work. Your Individual Settlement Share is characterized entirely as IRS Form 1099 income. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the Settlement and you should consult a tax advisor regarding the tax consequences of such payment.

Released Claims. Upon the Court’s entry of the Approval Order of the Settlement, you as a PAGA Member will release the Released Parties (defined below) of any and all claims, rights, demands, liabilities, and causes of action,

whether known or unknown, that were asserted or could have been asserted based on any theory of recovery alleged in the Lawsuit for violation of the underlying Labor Code sections asserted through the California Private Attorneys General Act of 2004, §§2698, *et seq.*, which occurred during the period between November 22, 2022 and October 14, 2022, and any remedies for any of the claims described herein, including penalties, restitution, declaratory relief, equitable or injunctive relief, interests, and attorneys' fees and costs.

Released Parties. Released Parties means Defendant, and/or any of its current and former parents, successors, predecessors, affiliates, subsidiaries and related entities, and any of their current or former officers, directors, members, shareholders, managers, human resources representatives, employees, agents, contractors, insurance carriers, representatives, or attorneys.

Cashing of Your Check. Your share of the net settlement proceeds is enclosed herein. As indicated on the check, you have One-Hundred and Eighty (180) days from the date of mailing of the check to cash it. If you do not cash your check within 180 days, the check will be expired and deposited with the California Department of Industrial Relations' Unpaid Wage Fund.

PLEASE DO NOT CALL THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT. YOU MAY, HOWEVER, DIRECT ANY QUESTIONS ABOUT THE SETTLEMENT TO THE SETTLEMENT ADMINISTRATOR:

Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773