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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

BRENDA BUSTILLO, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

WILSON CREEK WINERY & VINEYARDS, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. CVRI2305704
[*Consolidated with Case No.: CVRI2306189*]

Honorable Harold Hopp
Department 1

CLASS ACTION

~~[PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date:	August 21, 2026
Time:	8:30 a.m.
Department:	1
Complaint Filed:	October 23, 2023
Trial Date:	None Set

This matter has come before the Honorable Harold W. Hopp in Department 1 of the Superior Court of the State of California, for the County of Riverside, on July 13, 2026 and August 21, 2026 at 8:30 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers *for* Justice, PC appears as counsel for Plaintiff Brenda Bustillo ("Plaintiff"), individually, and on behalf of all others similarly situated and other aggrieved employees, and Petit Kohn Ingrassia Lutz & Dolin PC appears as counsel for Defendant Wilson Creek Winery & Vineyards, Inc. ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the partially-executed Class Action and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to the Declaration of Ryan Slinger in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their and each other's respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty Amount, Settlement Administration Costs, and payments to the Participating Class Members and Aggrieved Employees provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Participating Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as counsel for Plaintiff individually and as the Class Representative.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> All current and former hourly-paid or non-exempt employees of Defendant employed within the State of California at any time during the Class Release Period.

7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Yasmin Hosseini, Daniel Bass, and Brian St. John of Lawyers *for* Justice, PC as Class Counsel.

8. The Court provisionally appoints Plaintiff Brenda Bustillo as the Class Representative.

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9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the Settlement ("Settlement Administrator") to carry out the duties in conformity with the Settlement Agreement.

10. Within fourteen (14) calendar days of Preliminary Approval, Defendant shall provide the Settlement Administrator with the Class List in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Notice of Class Action Settlement ("Class Notice"), Exclusion Form, and Objection Form, attached hereto as "**EXHIBIT A**," "**EXHIBIT B**," "**EXHIBIT C**," respectively (together, the "Notice Packet"). The Class Notice, Exclusion Form, and Objection Form shall be provided to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a request for exclusion, of Class Members' right to dispute the Workweeks and/or PAGA Pay Periods credited to each of them by submitting a Workweeks and/or PAGA Pay Periods Dispute, and of each Participating Class Member's right and opportunity to object to the Class Settlement. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Notice Packet to all Class Members within fourteen (14) calendar days after receiving the Class List from Defendant, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting to the Settlement Administrator a timely and valid written Opt-Out Request no later than sixty (60) calendar days from the initial mailing of the Notice Packet ("Response Deadline"), or, in the case of a re-mailed Notice Packets, the Response Deadline shall be extended by fifteen (15) calendar days from the initial Response

Deadline. Any Class Member who submits an Opt-Out Request from the Class Settlement is prohibited from making any objections to the Class Settlement. Any Class Member who submits a timely and valid Opt-Out Request will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Class Members who do not submit a timely and valid Opt-Out Request by the Response Deadline shall be bound by the terms of the Agreement, any Court order approving the terms of the Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to request exclusion from the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on February 17, 2027 at 8:30 a.m./p.m. in Department 1 of the Superior Court of California for the County of Riverside, located at 4050 Main Street, Riverside, CA 92501, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty Amount, and Settlement Administration Costs.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Award, PAGA Penalty Amount, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Administrator's declaration, no later than sixteen (16) court days prior to the Final Approval Hearing. The Administrator's declaration shall authenticate any objections or Opt-Out Requests from the Class Members.

15. Only Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing,

regardless of whether they submitted a written objection. The Objection (if submitted in writing) must be signed by the Participating Class Member and contain all information required by this Settlement Agreement. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Objections that were timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. A Participating Class Member who does not object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

16. The Parties have agreed that in entering into the Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any state, federal, or local law, violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements, breached any contract, violated or breached any duty, engaged in any misrepresentation or deception, or engaged in any other unlawful conduct with respect to its employees. Neither this Order, nor the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement Agreement and its terms and provisions shall not be offered as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

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18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement. However, the Settlement Administrator shall give notice to any objecting party of any continuance of the Final Approval Hearing. If the Final Approval Hearing is continued, the Administrator shall provide any Class Member who submits a Notice of Objection with notice of the continued Final Approval Hearing.

IT IS SO ORDERED.

Dated: August 21, 2026 By: _____
The Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Brenda Bustillo v. Wilson Creek Winery & Vineyards, Inc.

Superior Court of California for the County of Riverside, Case No. CVRI2305704

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Brenda Bustillo ("Plaintiff") and Defendant Wilson Creek Winery & Vineyards, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Brenda Bustillo v. Wilson Creek Winery & Vineyards, Inc.*, Riverside County Superior Court, Case No. CVRI2305704 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"**Class or Class Members**" means all current and former hourly-paid or non-exempt employees of Defendant employed within the State of California at any time during the Class Release Period.

"**Class Release Period**" means the period from October 23, 2019 through [April 30, 2025, or if applicable, the Alternate End Date].

"**Class Settlement**" means the settlement and resolution of the Class Released Claims (described in Section III.D below).

"**Aggrieved Employees**" means all current and former hourly-paid or non-exempt employees of Defendant employed within the State of California at any time during the PAGA Release Period.

"**PAGA Settlement**" means the settlement and resolution of PAGA Released Claims (described in Section III.D below).

"**PAGA Release Period**" means the time period from August 11, 2022 through [April 30, 2025, or if applicable, the Alternate End Date].

"Participating Class Member(s)" means all Class Members who do not submit a timely and valid Opt-Out Request.

II. BACKGROUND OF THE ACTION

On August 11, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA"), by online submission, and to Defendant, by certified mail, of her intent to pursue civil penalties for alleged violations of the California Labor Code ("LWDA Letter"). On October 23, 2023, Plaintiff filed a Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Complaint") in the Riverside County Superior Court, Case No. CVRI2305704.

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement and Release of Claims ("Agreement," "Settlement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Brenda Bustillo as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Daniel Bass, Esq.
Brian J. St. John, Esq.
Lawyers *for* Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or Aggrieved Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendant is $1,700,000.00 (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount up to 35% of the Total Settlement Amount (i.e., $595,000.00 if the Total Settlement Amount remains $1,700,000.00) and reimbursement of litigation costs and expenses in an amount up to $30,000.00 ("Attorneys' Fees and Costs") to Class Counsel; (2) Enhancement Award in an amount up to $7,500.00 to Plaintiff; (3) Settlement Administration Costs in an amount up to $12,000.00 to the Settlement Administrator; and (4) the amount of $140,000.00 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA Penalty Amount"). The PAGA Penalty Amount will be distributed 75% ($105,000.00) to the LWDA ("LWDA Payment") and the remaining 25% (i.e., $35,000.00) will be distributed to Aggrieved Employees ("Aggrieved Employee Amount").

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Payment") based on the number of weeks each Class Member was employed by Defendant as an hourly-paid or non-exempt employee within the State of California during the Class Release Period ("Workweeks"). The Settlement Administrator has to divide the Participating Class Member's number of Workweeks during the Class Release Period by the total number of Workweeks of all Participating Class Members during the Class Release Period and multiply this figure by the Net Settlement Amount to arrive at each Class Members' Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Participating Class Members") will be issued payment of their final Individual Settlement Payment, net of applicable taxes.

Each Individual Settlement Payment will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% interest, penalties, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments ("Employer Taxes") will be paid by Defendant separately and in addition to the Total Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount ("Individual PAGA Payment"), based on the number of pay periods of each Aggrieved Employee during the PAGA Release Period ("PAGA Pay Periods"). The Settlement Administrator will divide the Aggrieved Employee's number of PAGA Pay Periods during the PAGA Release Period only by the total number of PAGA Pay Periods of all Aggrieved Employees during the PAGA Release Period and multiplying this figure by the Aggrieved Employee Amount to arrive at each Aggrieved Employee's Individual PAGA Payment that he or she may be eligible to receive under the

PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From October 23, 2019 through [April 30, 2025 , or if applicable, the Alternate End Date] (i.e., Class Release Period), you are credited with <<_____>> Workweeks.

From August 11, 2022 through [April 30, 2025, or if applicable, the Alternate End Date] (i.e., PAGA Release Period), you are credited with <<_____>> PAGA Pay Periods.

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute ("Workweeks and/or PAGA Pay Periods Dispute") that: (a) contains the case name and number of the Action (*Brenda Bustillo v. Wilson Creek Winery & Vineyards, Inc.,* Riverside Superior Court Case No. CVRI2305704); (b) contains your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) contains a statement clearly stating that you are disputing the number of Workweeks and/or PAGA Pay Periods credited to you during the Class Release Period and/or PAGA Release Period and setting forth the number of Workweeks and/or PAGA Pay Periods during the Class Release Period and/or PAGA Release Period that you contend is correct; (d) attach any relevant documentation in support thereof; and (e) submit to the Settlement Administrator by mail at the specified address listed in Section V.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you. Under the terms of the Settlement:

Your Individual Settlement Payment is estimated to be $<<_____>>. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Your Individual PAGA Payment is estimated to be $<<_____>>.

Payments under the Settlement will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Class Released Claims.

Upon the Effective Date, Plaintiff, the State of California, and Aggrieved Employees, waive, release and discharge Released Parties of any and all PAGA Released Claims.

"Class Released Claims" means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200. This release excludes the release of

claims not otherwise permitted by law, i.e. Worker's Compensation and unemployment insurance benefits.

"PAGA Released Claims" means all claims under state, federal, or local law for civil penalties under PAGA alleged in the LWDA Letter and Complaint, accruing during the PAGA Release Period, against Defendant or any of the Released Parties, for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); and (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802..

"Released Parties" means Defendant Wilson Creek Winery & Vineyards, Inc, and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or Aggrieved Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to $595,000.00 if the Total Settlement Amount remains $1,700,000.00) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars ($30,000.00) ("Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Litigation Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, Aggrieved Employees, and the State of California, on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars ($7,500.00) ("Enhancement Award"), in recognition of her services in connection with the Action. The Enhancement Award will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiff may be entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars ($12,00.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Workweeks and/or PAGA Pay Periods Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fund the Total Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes within thirty (30) calendar days of the Effective Date, and distributions of Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees are expected to occur no later than five (5) calendar days after the funding of the Total Settlement Amount.

"Effective Date" means the later of (i) the 61st day after service of notice of entry of the Final Approval Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Approval Order and Judgment, the day after the Final Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order and Judgment is no longer subject to further judicial review.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Class Released Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the PAGA Released Claims described in Section III.D above. Aggrieved Employees may neither object nor opt out of the PAGA Settlement.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Opt-Out Request from the Class Settlement

If you do not wish to participate in the Class Settlement, you must fill out and submit the attached Exclusion Form by mail to the Settlement Administrator or submit a written letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action (*Brenda Bustillo v. Wilson Creek Winery & Vineyards, Inc.,* Riverside Superior Court Case No. CVRI2305704); (b) contain the your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a clear written statement indicating that you seek exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Opt-Out Request will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Class Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit an Opt-Out Request will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Class Released Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All Aggrieved Employees will be bound to the PAGA Settlement (and the release of PAGA Released Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit an Opt-Out Request..

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted an Opt-Out Request, by filling out and submitting the attached Objection Form to the Settlement Administrator or submit a written objection to the Class Settlement, which must: (a) contain the case name and number of the Action (*Brenda Bustillo v. Wilson Creek Winery & Vineyards, Inc.,* Riverside Superior Court Case No. CVRI2305704); (b) contain the your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator, postmarked **no later than [Response Deadline]**. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing. However, the Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at Riverside Historic Courthouse, 4050 Main St, Riverside, CA 92501, on <<**date**>>, at <<**time**>>, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You may appear for the Final Approval Hearing in person or you may appear remotely. Please visit the Court's website for the most-up to-date information regarding how to appear remotely: [Insert appropriate URL].

Please visit the Court's website for the most up-to-date information regarding the operations of the Court and any requirements that may apply for accessing Court facilities: [Insert appropriate URL].

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at 4050 Main St, Riverside, CA 92501, during business hours, or online by visiting the following website: https://epublic-access.riverside.courts.ca.gov/public-portal, clicking "Login." If you do not have an account with the Superior Court of California, Riverside County, click "Register" and follow the steps provided to create an account. If you do have an account or have made an account, type in your account details into "E-Mail" and "Password" textboxes, click "I'm not a robot," complete the reCAPTCHA, type in the case number "CVRI2305704" into the textbox labeled "Case Number," and click "Search." The Settlement Agreement is attached as Exhibit 1 to the Declaration of Daniel Bass in Support of Plaintiff's Motion for Preliminary Approval of Class Action and Paga Settlement filed on August 12, 2026.

If the Court grants final approval of the Settlement, the Settlement Administrator will post the Court's order granting final approval of the settlement and judgment on its website: [Settlement Administrator Website].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B

EXCLUSION FORM

Brenda Bustillo v. Wilson Creek Winery & Vineyards, Inc.,
Superior Court of California, County of Riverside, Case No. CVRI2305704

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before [RESPONSE DEADLINE], at the following mailing address:

[INSERT MAILING ADDRESS]

I request to be excluded from the class action settlement in the matter of *Brenda Bustillo v. Wilson Creek Winery & Vineyards, Inc.* By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I understand that, if I am an Aggrieved Employee (i.e., if I am a current or former hourly-paid or non-exempt employee of Defendant Wilson Creek Winery & Vineyards, Inc. who was employed within the State of California at any time from August 11, 2022 through [April 30, 2025, or the Alternate End Date, pursuant to Paragraph 59 of the Settlement Agreement]) nevertheless, I will still be bound by the settlement and release of the PAGA Released Claims and will be issued an Individual PAGA Payment.

Full Name: _____

Address: _____

Telephone Number: _____

Signature: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____ _____ _____ _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action. For more information, please consult the Notice of Class Action Settlement.

EXHIBIT C

OBJECTION FORM

Brenda Bustillo v. Wilson Creek Winery & Vineyards, Inc.
Superior Court of California, County of Riverside, Case No. CVRI2305704

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must state (a) all grounds for your objection accompanied by any legal support (space is provided below for doing so), (b) attach any papers, briefs, or other documents you are relying on for your objection, (c) state whether you are represented by an attorney and identify the attorney, (d) state whether you or your attorney intend to appear at the Final Approval Hearing, (e) sign on the following page, and (f) return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before [RESPONSE DEADLINE].

[SETTLEMENT ADMINISTRATOR]
[INSERT MAILING ADDRESS]

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you a check by U.S. Mail, at the last address the Settlement Administrator has on file for you.

I wish to object to the Class Settlement on the following grounds:

_____

_____

_____

_____

_____

_____

Date: _____

Full Name: _____

Address: _____

_____

Telephone Number: (___ ___ ___) ___ ___ ___ ___ ___ ___ ___

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: ___ ___ ___ ___