

Arby Aiwarzian (SBN 269827)
Ryan Slinger (SBN 351297)
Alborz Javaheri (SBN 364246)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

MELISSA CASTELLUCCI, 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.

PEJU FAMILY OPERATING
PARTNERSHIP, LP, a California limited
partnership; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 25CV000098

Honorable Cynthia P. Smith
Department A

CLASS ACTION

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

Hearing Date: August 11, 2026
Hearing Time: 8:30 a.m.
Department: A

Complaint Filed: January 15, 2025
FAC Filed: June 5, 2026
Trial Date: None Set

1 This matter has come before the Honorable Cynthia P. Smith in Department A of the
2 Superior Court of the State of California, for the County of Napa, on August 11, 2026, at 8:30
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Melissa Castellucci ("Plaintiff"),
5 individually and on behalf of all others similarly situated and aggrieved employees and Fisher &
6 Phillips LLP appears as counsel for Defendant Peju Family Operating Partnership, LP
7 ("Defendant").

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

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 **"EXHIBIT 2"** to the Declaration of Ryan Slinger in Support of Plaintiff's Motion for Preliminary
15 Approval of Class Action and PAGA Settlement. This is based on the Court's determination that
16 the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

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

28 ///

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

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

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

21 All current and former hourly-paid or non-exempt employees who were employed
22 by Defendant within the State of California during the Class Period.

23 7. The Court provisionally appoints Arby Aiwasian, Yasmin Hosseini, Ryan Slinger,
24 and Alborz Javaheri of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Melissa Castellucci as the Class
26 Representative.

27 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix")
28 to handle the administration of the Settlement ("Settlement Administrator").

1 10. Within twenty-one (21) calendar days after entry of this Preliminary Approval
2 Order, Defendant shall provide the Settlement Administrator with the following information about
3 each Class Member: last-known full name, mailing address, telephone number, Social Security
4 Number, start and end dates employed as a hourly-paid or non-exempt employee of Defendant in
5 California during the Class Period, and such other information as is necessary for the Settlement
6 Administrator to calculate Workweeks and PAGA Pay Periods (collectively referred to as the
7 “Class List”) in conformity with the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Class Action
9 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
10 to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice
11 appears to fully and accurately inform the Class Members of all material elements of the
12 Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
13 Request for Exclusion, of Class Members’ and PAGA Employees’ right to challenge the
14 Workweeks and/or the PAGA Pay Periods credited to each of them, and of each Settlement Class
15 Member’s right and opportunity to object to the Class Settlement. The Court further finds that
16 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
17 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
18 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
19 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
20 Notice to all Class Members within fourteen (14) calendar days of receiving the Class List from
21 Defendant, pursuant to the terms set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
25 for Exclusion no later than forty-five (45) calendar days from the initial mailing of the Class
26 Notice (“Response Deadline”), unless the 45th day falls on a Sunday or Federal holiday, in which
27 case the Response Deadline will be extended to the next day on which the U.S. Postal Service is
28 open. In the case of a re-mailed Class Notice, the Response Deadline shall be extended by fifteen

(15) calendar days from the initial Response Deadline. Any Class Member who submits a Request for Exclusion from the Class Settlement will not be a Settlement Class Member and will not have any right to object, appeal, or comment on the Class Settlement. Class Members who submit a timely and valid Request for Exclusion by the Response Deadline will not be bound by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and the Final Approval Order and Judgment entered thereon. PAGA Employees will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department A of the Superior Court of California for the County of Napa, located at 825 Brown Street, Napa, California 94559, 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 PAGA Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

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 must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. A Settlement Class Member who does not object prior to or at the Final Approval Hearing will be

1 deemed to have waived any objections and will be foreclosed from making any objections
2 (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

3 16. The Settlement is not a concession or admission and shall not be used against
4 Defendant as an admission or indication with respect to any claim of any fault or omission by
5 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
6 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
7 neither the Settlement, nor any document, statement, proceeding or conduct related to the
8 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
9 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
10 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
11 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
12 establish the existence of any condition constituting a violation of, or a non-compliance with state,
13 federal, local or other applicable law, except for legal proceedings concerning the implementation,
14 interpretation, or enforcement of the Settlement.

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

20 18. The Court reserves the right to adjourn or continue the date of the Final Approval
21 Hearing and any dates provided for in the Settlement Agreement without further notice to the
22 Class Members, and retains jurisdiction to consider all further applications arising out of or
23 connected with the Settlement.

24 **IT IS SO ORDERED.**

25 Dated: _____

By:

The Honorable Cynthia P. Smith
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Melissa Castellucci v. Peju Family Operating Partnership, LP

Superior Court of California for the County of Napa, Case No. 25CV000098

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 sWorkweeks and 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 Melissa Castellucci ("Plaintiff") and Defendant Peju Family Operating Partnership, LP ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Melissa Castellucci v. Peju Family Operating Partnership, LP*, Napa County Superior Court, Case No. 25CV000098 ("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 Member" means all current and former hourly-paid or non-exempt employees who were employed by Defendant within the State of California during the Class Period.

"Class Period" means the period from January 15, 2021 through [November 29, 2025, or, if applicable, the Alternate Class Period End Date].

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

"PAGA Employees" means all current and former hourly-paid or non-exempt employees who were employed by Defendant within the State of California during the PAGA Period.

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

"PAGA Period" means the time period from January 15, 2024 through [November 29, 2025, or, if applicable, the Alternate Class Period End Date].

II. BACKGROUND OF THE ACTION

On January 15, 2025, Plaintiff filed a Class Action Complaint for Damages in the Napa County Superior Court, Case No. 25CV000098. On April 1, 2026, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of her intent to pursue civil penalties for alleged violations of the California Labor Code ("PAGA Notice"). On June 5, 2026, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("First Amended Complaint").

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 Joint Stipulation of Class Action and PAGA Settlement and Release ("Agreement," "Settlement," or "Settlement Agreement").

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

Arby Aiwanian, Esq.
Yasmin Hosseini, Esq.
Ryan Slinger, Esq.
Alborz Javaheri, 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 V below. If you are a PAGA 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 PAGA 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 PAGA 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 \$550,000.00 (the “Maximum Settlement Amount”). The portion of the Maximum 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 Maximum 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 Maximum Settlement Amount (i.e., \$192,500.00 if the Maximum Settlement Amount remains \$550,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount up to \$30,000.00 (“Attorneys’ Costs”) (together with Attorneys’ Fees, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payment in an amount up to \$10,000.00 to Plaintiff; (3) Settlement Administration Costs in an amount up to \$9,000.00 to the Settlement Administrator; and (4) the amount of \$30,000 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Amount”). The PAGA Amount will be distributed 65% (\$19,500.00) to the LWDA (“LWDA Payment”) and the remaining 35% (i.e., \$10,500.00) will be distributed to PAGA Employees (“PAGA 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 Share”) 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 Period (“Workweeks”). The Settlement Administrator has divided the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks during the Class Period by the Estimated Workweek Value to arrive at each Class Member’s Individual Settlement Share 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 (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share, net of applicable taxes.

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

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”), based on the number of pay periods each PAGA Employee was employed by Defendant during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator has divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the total number of PAGA Pay Periods of all PAGA Employees during the PAGA Period to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual PAGA Pay Periods during the PAGA Period to arrive at each PAGA 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 Settlement Class Members and Individual PAGA Payments will be mailed to PAGA 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 and/or PAGA Pay Periods Based on Defendant's Records

According to Defendant's records:

From January 15, 2021 through [November 29, 2025, or, if applicable, the Alternate End Date] (i.e., Class Period), you are credited with << >> Workweeks.

From January 15, 2024 through [November 29, 2025, or, if applicable, the Alternate End Date] (i.e., PAGA 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 Dispute") that: (a) contains the case name and number of the Action (*Melissa Castellucci v. Peju Family Operating Partnership, LP*, Napa Superior Court Case No. 25CV000098); (b) contains your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) clearly states that you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number; (d) attach any relevant documentation in support thereof; and (e) is submitted 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 Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share 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 Share is estimated to be \$<< >>. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

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 Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Released Parties of any and all Released Class Claims.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff, the State of California, and PAGA Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Released Parties of any and all Released PAGA Claims.

"Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, in the Operative Complaint in the Action, including but not limited to claims for unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, final wages not timely paid, wages not timely paid during employment, non-compliant wage statements, failure to keep requisite payroll records, unreimbursed business expenses, and unfair business practices.

"Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. that were or could have been alleged based on facts set forth in the in the PAGA Notice and Operative Complaint in the Action, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including inter alia sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2699 et seq., 2800, and 2802, and applicable Industrial Welfare Commission Wage Orders.

“Released Parties” means Peju Family Operating Partnership, LP, and all of their parent companies, subsidiaries, and related entities (including but not limited to Peju Province Corporation, Peju Province Winery, Ltd., Tess Winery, LP, and Persephone Ranch, Ltd. to the extent these entities were joint employers with Defendant), and each of their respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, management-level employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, related corporations, and privies, both individually and collectively, their respective past or present owners, officers, directors, shareholders, successors and predecessors in interest, and any individual or entity which could be jointly or severally liable with Defendant, and any entity that could be deemed a joint employer with Defendant for any claim which is or could be alleged based on the allegations and legal assertions brought in the Action.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$192,500.00 if the Maximum Settlement Amount is \$550,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars (\$30,000.00) (“Attorneys’ Costs”) (together with Attorneys’ Fees, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members 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 Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action and her broader individual release and waiver of claims. The Enhancement Payment will be paid from the Maximum 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. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Nine Thousand Dollars (\$9,000.00) (“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 Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Maximum 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 Maximum Settlement Amount and fund the amounts necessary to fully pay their Employer Taxes within seven (7) months of Final Approval, and distributions of Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA Employees are expected to occur no within seven (7) calendar days after the full funding of the Maximum Settlement Amount.

Defendant will fund the Maximum Settlement Amount by way of two (2) installment payments. Within thirty (30) calendar days of the date on which the Final Approval Order and Judgment is entered, Defendant shall provide the Settlement Administrator with the first installment payment of one-half (1/2) of the Maximum Settlement Amount (i.e., \$275,000.00 if the Maximum Settlement Amount remains \$550,000.00) (“First Installment”). No later than six (6) months after the First Installment is due, Defendant shall provide the Settlement Administrator the second installment payment of the remaining one-half (1/2) of the Maximum Settlement Amount (i.e., \$275,000) and the amount necessary to pay Employer Taxes (“Second Installment”).

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 Released Class Claims described in Section III.D above.

If you are a PAGA 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 Released PAGA Claims described in Section III.D above.

Class Members and PAGA 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. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Action (*Melissa Castellucci v. Peju Family Operating Partnership, LP*, Napa County Superior Court, Case No. 25CV000098); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) clearly state that you seek exclusion from the Class Settlement; and (d) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

Phoenix Settlement Administrators
[Address]

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

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (a) contain the case name and number of the Action (*Melissa Castellucci v. Peju Family Operating Partnership, LP*, Napa County Superior Court, Case No. 25CV000098); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (c) clearly state the grounds for your objection accompanied by any legal or factual support for each objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based and; (e) be mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department A of the Napa County Superior Court, located at Historic Courthouse, 825 Brown Street, Napa, CA 94559, 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 Payment 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: <https://www.napa.courts.ca.gov/general-information/remote-appearance>.

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: <https://www.napa.courts.ca.gov/>.

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 825 Brown Street, Napa, CA 94559, during business hours, or online by visiting the

following website: <https://portal.napa.courts.ca.gov/Secure/>, clicking “Smart Search,” and typing in the case number “25CV000098,” complete the reCAPTCHA, and click “Submit.”

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.