

NOTICE OF SETTLEMENT OF CLASS ACTION AND FINAL APPROVAL HEARING

Michael Hillstrom v. Constellation Brands, Inc., TPWC, Inc.

Superior Court of the State California, County of Napa

Case No. 22CV000006

***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.***

To: All individuals all current and former non-exempt employees of Constellation Brands, Inc. and TPWC, Inc. in the State of California at any time between January 3, 2018 through July 27, 2023, 2023 ("Class Period") (the "Class"):

THIS NOTICE is of a proposed Settlement of a class action lawsuit, and an announcement of a court hearing regarding the fairness of the Settlement that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on April 19, 2024 to address whether the proposed Settlement should be approved ("Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed Settlement you are estimated to receive approximately \$**<<Total Est. Settlement Award>>** as your share of the Settlement should the Court grant the Settlement in full. Please note that this is only an estimate. Your actual share of the Settlement may be more or less than this estimate. The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund individual Class Member Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Member Payments and make a payment to the to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Member Payment is estimated to be <<As shown in your mailed Notice>> your Individual PAGA Member Payment is estimated to be <<As shown in your mailed Notice>>** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Member Payment, then according to Defendants' records you are not eligible for an Individual PAGA Member Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records that: (1) you worked approximately <<As shown in your mailed Notice>> workweeks between January 3, 2018 and July 27, 2023, in the State of California; and (2) you worked approximately << As shown in your mailed Notice>> pay periods between October 30, 2020 through July 27, 2023 in the State of California. If you dispute the total number of workweeks or pay periods set forth above, you must set forth the information that you believe is correct to Atticus Administration not later than February 5, 2024. You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Defendant's calculation of workweeks and/or pay periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve number of workweeks and pay periods challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Settlement Class Members) and Defendants' Counsel. The Settlement Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

Your eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
You Don't Have to Do Anything to Participate in the Settlement	Receive a settlement payment and give up your right to sue on the Released Claims described in Section IV. This Settlement does not require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is February 5, 2024.	You may “opt out” of this Settlement, including any right to a settlement payment, except that, as discussed in more detail below, you will receive your share of the PAGA Member Payment, if any, regardless of whether you opt out of the Settlement. You must submit your opt-out notice, as described below, on or before February 5, 2024 . All Class Members who validly and timely opt out of the Settlement will not receive any settlement payment and will preserve Released Class Claims described in Section IV subject to applicable statutes of limitations, except as follows: Irrespective of whether a Class Member excludes themselves from the Settlement, if they are a PAGA Member, they shall be deemed to have released their Released PAGA Claims, and they will receive a share of the PAGA Member Payment.
Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by February 5, 2024.	All Class Members who do not opt-out (“Settlement Class Members”) can object to any aspect of the proposed Settlement, except for the PAGA 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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VIII of this Notice.
You Can Participate in the April 19, 2024, Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on April 19, 2024 at 9:30 a.m. 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. Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Notice.

I. Why should I read this Notice?

The Parties have proposed to settle this class action lawsuit. You are a member of the Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. You may receive a copy of the Settlement Agreement, the Judgment or other Settlement documents by going to the Administrator’s website at www.hillstromconstellationsettlement.com or by contacting the Settlement Administrator or Class Counsel. You may also get more details by examining the Court’s file using the court’s website at <https://www.napa.courts.ca.gov/> and entering the Case No. 22CV000006 or you can also make an appointment to personally review court documents in the Clerk’s Office at the Napa Courthouse by calling (707) 299-1100. See Section X for further information.

II. What is this lawsuit about?

A lawsuit entitled *Michael Hillstrom v. Constellation Brands, Inc., TPWC, Inc. et al.*, is now pending in the Superior Court of the State California, County of Napa, Case No. 22CV000006. Plaintiff Michael Hillstrom (“Plaintiff” or

"Class Representative") has alleged claims against Constellation Brands Inc. and TPWC, Inc. ("Defendants") for wage and hour violations under California law. Plaintiff brought this Action as a class action and Private Attorneys General Act ("PAGA") enforcement action on behalf of himself and other similarly situated individuals employed by Defendants. Plaintiff asserts causes of action for: (1) unfair competition in violation of California Business & Professions Code §§ 17200 et seq; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of Labor Code §§ 510 et seq., (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order; (5) failure to provide required rest period in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order, (6) failure to provide accurate itemized statements in violation of California Labor Code § 226, (7) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203, (8) failure to reimburse employees for required expenses in violation of California Labor Code § 2802, (9) unpaid sick pay in violation of California Labor Code § 246, and (10) violation of the Private Attorneys General Act [Labor Code §§ 2698 et seq.] Plaintiff seeks monetary recovery on behalf of the Class and PAGA Members for the alleged violations, along with interest, costs, and fees.

*Defendants contend that they have complied with all laws and deny the allegations Plaintiff is asserting in this Action. The Court has not formed any opinions concerning the merits of the Lawsuit, and the Court has not ruled for or against Plaintiff as to the merits of any of his individual or class or PAGA enforcement claims. 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 Approval Hearing. **You will not be retaliated against for electing to participate or not participate in the Settlement.***

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an 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 and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants 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, Defendants do not admit any violations or concede the merit of any claims.

It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void. Defendants will not pay any money and Class Members will not release any claims against Defendants.

III. Who is covered by the class action lawsuit and the proposed Settlement?

A. The Class. On November 30, 2023, the Court granted preliminary approval of the Settlement and authorized this notice. The Court defined the "Class Members" as all current and former non-exempt employees of Defendants in the State of California at any time between January 3, 2018 through July 27, 2023 ("Class Period"). The Court also defined "PAGA Members" as all current and former non-exempt employees of Defendants in the State of California at any time between October 30, 2020 through the end of the Class Period (the "PAGA Period")

B. The Effect of Membership in the Class. If you are a Class Member, unless you exclude yourself from ("opt out of") the Settlement by following the procedures for exclusion that are set forth in this Notice, you will be considered a Settlement Class Member. Settlement Class Members are eligible to receive the benefits created by the proposed Settlement including a settlement payment based on their pro-rata share of the Net Settlement Amount and will be bound by the Settlement if it is approved by the Court. Persons who exclude themselves from the Class will not be bound by the Settlement and will not share in the Settlement proceeds but may pursue their own timely individual claims against Defendants subject to applicable statute of limitations, except as follows: Irrespective of

whether a Class Member excludes themselves from the Settlement, if they are a PAGA Member, they shall be deemed to have released their Released PAGA Claims, and they will receive a share of the PAGA Member Payment.

IV. What are the terms of the Settlement?

The proposed Settlement was negotiated with Defendants by Plaintiffs and the attorneys for the Class ("Class Counsel"). Plaintiffs and Class Counsel believe that this Settlement is in the best interest of the members of the Settlement Class. As part of the proposed Settlement, the Parties have agreed to the following:

Monetary Amounts Under the Settlement

- Defendants shall provide, on a non-claims-made basis, monetary compensation in the maximum total amount of \$2,500,000 (the "Gross Settlement Amount" or "GSA"), less amounts awarded by the Court for Class Counsel Fees and Costs Award (i.e., attorneys' fees and costs), Settlement Administration Costs, Service Awards to the Class Representatives, and amounts sent to the LWDA for payment of alleged PAGA penalties PAGA Amount for penalties under the PAGA (the "Net Settlement Amount" or "NSA"). Assuming the Court approves the maximum amounts sought to be deducted from the GSA, the NSA is estimated to be \$1,506,166.67, and the PAGA Member Payment will be \$25,000.
- The Settlement Administrator will calculate individual Class Members' pro-rata share of the NSA for their individual settlement payment. Each Class Member's proportional share will be determined by dividing the number of weeks worked by the Class Member while working for Defendants in California during the period of January 3, 2018 through July 27, 2023 (the "Class Period") by all weeks worked by all Class Members while working for Defendants in California during the Class Period, multiplied by the NSA. PAGA Member's pro-rata share of the PAGA Member Payment shall be determined by dividing the number of pay periods worked by the PAGA Member while working for Defendants during the period of October 30, 2020 through July 27, 2023 (the "PAGA Period") by all pay periods worked by all PAGA Members while working for Defendants in California during the PAGA Period, multiplied by the PAGA Member Payment.
- The number of workweeks and pay periods that Defendants shows you worked is listed on the first page of this Notice along with your estimated settlement share.
- Defendants, through the Settlement Administrator, shall pay the amounts awarded by the Court within 30 calendar days after the Effective Date of the Settlement Agreement. The Effective Date means the date the Court's order approving the settlement and judgment thereon ("Judgment") becomes final. For purposes of the Settlement Agreement, the Court's Judgment "becomes final" upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (i.e., 61 calendar days after notice of entry of the Court's Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
- Contemporaneous with requesting the Court approve in final the proposed Settlement, Class Counsel will apply to the Court for approval of all amounts sought in the Settlement as follows: (i) all payments to Settlement Class Members; (ii) Settlement Administration Costs which are estimated to not exceed \$13,000 for services associated with administering the Settlement; (iii) a payment of \$75,000 to the LWDA for settlement of the PAGA claims brought in this Action; (iv) a payment of \$25,000 to the PAGA Members; (v) a \$12,500 Service Award to Plaintiff for his service to the Class and his general release of claims; (vi) and an award of Class Counsel Fees in the amount of \$833,333.33 (equivalent to 33% of total Gross

Settlement Amount) and Costs Award up to \$35,000 for out of pocket costs incurred by Class Counsel in prosecuting this Action.

- One-third of payments to Settlement Class Members will be allocated to settlement of disputed claims for wages, two-thirds of payments to Settlement Class Members will be allocated to settlement of disputed claims for penalties and interest. Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.
- The front of every check issued for Individual Class Member Payments and Individual PAGA Member 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 deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

Released Claims

In exchange for the consideration set forth in this Settlement Agreement, Plaintiffs, the Settlement Class Members, and PAGA Members agree to release those claims set forth herein.

- Settlement Class Members' Release. After the Judgment is final, 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 Defendants or related entities for claims covered by the Settlement Class Members' Release. If you are a PAGA Member, you will be bound by the PAGA Members' Release regardless of whether you opt out of the Settlement.

The Settlement Class Members will be bound by the following release:

All Settlement 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, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, and irrespective of theory of recovery, that were or could have been brought based on the facts or claims alleged in any version of the complaints filed in the Action or letters submitted to the Labor and Workforce Development Agency ("LWDA") in connection with the Action, arising during the Class Period. The released claims include, but are not limited to, claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay vested vacation pay, failure to pay for all hours worked (including off-the clock work), failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to reimburse for business-related expenses, failure to furnish accurate wage statements, record keeping violations, failure to pay wages timely during employment, failure to pay final wages upon separation of employment, claims related to pre and post-shift work, failure to properly calculate the regular rate of pay, claims derivative and/or related to these claims, liquidated damages, and conversion of wages. This release excludes claims brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of *Gregoria Cruz v. Constellation*

Brands U.S. Operations, Inc., pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.

- **PAGA Members' Release.** After the Court's judgment is final, and Defendants have paid the Gross Settlement, all PAGA Members will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Settlements Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, and irrespective of theory of recovery for PAGA penalties that were alleged, or reasonably could have been alleged during the PAGA Period, based on the facts stated in the Operative Complaint, the PAGA Notices, or ascertained in the course of the Action, irrespective of the theory of recovery, including, but not limited to, claims for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay vested vacation pay, failure to pay for all hours worked (including off-the clock work), failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to reimburse for business-related expenses, failure to furnish accurate wage statements, record keeping violations, failure to pay wages timely during employment, failure to pay final wages upon separation of employment, claims related to pre and post-shift work, failure to properly calculate the regular rate of pay, claims derivative and/or related to these claims, liquidated damages, and conversion of wages. This release excludes claims for PAGA violations brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of *Gregoria Cruz v. Constellation Brands U.S. Operations, Inc.*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.

“Released Parties” means: Defendants Constellation Brands, Inc., TPWC, Inc., and their predecessors, successors, subsidiaries, parent companies, other corporate affiliates, and assigns, and all of its owners, shareholders, members, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them. Released Parties excludes claims brought against Constellation Brands U.S. Operations, Inc. by the putative class in the pending action of *Gregoria Cruz v. Constellation Brands U.S. Operations, Inc.*, pending in the California Superior Court, County of San Joaquin, Case No. STK-CV-UDE-2022-5208.

If you do NOT exclude yourself from the Class by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have entered into the release of Released Claims in the Settlement Agreement. If you are also a PAGA Member, regardless of whether you opt out of the Settlement, you will release the Released PAGA Claims and will receive a share of the PAGA Member Payment.

V. How do I receive a payment?

Any Class Member who wishes to be considered for any payment under this Settlement does not need to do anything. If you do not elect to exclude yourself from the Settlement and are deemed an eligible Class member, you will receive a payment should the Settlement become Final. If you are a member of the Class and you move or change your address, and you want to receive your settlement check at your new address, you must send a notice of your change of address to Atticus Administration LLC, 1250 Northland Drive Suite 240, Mendota Heights, MN 55120 or contact the Settlement Administrator by phone at 1-888-234-7088.

VI. Who represents the Class?

The Court has designated Plaintiff Michael Hillstrom to serve as Class Representative in this lawsuit. The attorneys and law firm that serve as Class Counsel are JCL Law Firm, APC and Zakay Law Group, APLC. Class Counsel can be reached as follows: Jean-Claude Lapuyade, (619) 599-8292, jlapuyade@jcl-lawfirm.com; Shani O. Zakay, (619) 255-9047, shani@zakaylaw.com.

VII. What are the reasons for the Settlement?

Plaintiff and Class Counsel agreed to enter into this proposed Settlement after weighing the risks and benefits to the Class of this Settlement compared with those of continuing the litigation. The factors that Plaintiff and Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have yet to be determined. Plaintiff and Class Counsel balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Class Members.

Defendants agreed to this proposed Settlement in order to avoid the expense and distraction associated with lengthy litigation.

VIII. What are my rights and options?

A. First, you may remain a member of the Class, represented by Class Counsel, and take no further action. If you take no further action as a Class Member, you will be represented by Class Counsel and will have the right to receive your share of the Settlement proceeds. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement which will result in a release of the Released Class Claims. As a member of the Class, you will not be charged for the services of Class Counsel.

B. Second, you may exclude yourself from the Class. If you are a member of the Class but do not want to remain in the Class, you may exclude yourself (“opt out”). If you exclude yourself from the Class, you will lose any right to participate in the Settlement including any right to receive a settlement payment, except that if you are a PAGA Member you will release your Released PAGA Claims regardless of whether you opt out of the Settlement and will receive a share of the PAGA Member Payment. You will also lose the right to have objections you might have to the Settlement considered by the Court before it rules on the Settlement. You will be free to pursue any claims you may have against Defendants on your own behalf subject to applicable statute of limitations, but Class Counsel will not represent you. If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than February 5, 2024, with your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement.

Send the Request for Exclusion directly to the Settlement Administrator at the following address **by no later than February 5, 2024, or it will be invalid.**

Hillstrom v Constellation Brands Settlement
c/o Atticus Administration LLC
PO BOX 64053
St. Paul, MN 55164

If you want confirmation of receipt of your opt-out letter, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Class, and your rights will be determined in this Action by the Settlement Agreement if it is approved by the Court and you may not recover under any other individual Settlement Agreement regarding the claims released through the Released Class Claims.

C. Third, you may remain a member of the Class, and on your own behalf, or through your own attorney, object to the certification of the Class, to the Settlement, to the application for Class Counsel Fees and Costs Award, and/or to the application for Service Awards. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the April 19, 2024 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 Class Counsel Fees and Costs Award, and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section VI of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Settlement Website at www.hillstromconstellationsettlement.com.

If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you must file with the Settlement Administrator a written objection stating your name, current address, telephone number, dates you worked for Defendants, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections must be in writing, signed and mailed to the Settlement Administrator at Hillstrom v Constellation Brands Settlement, c/o Atticus Administration LLC, PO Box 64053, St. Paul, MN 55164, **postmarked by no later than February 5, 2024**. However, the Court will listen to Class Members (or their attorneys) who ask to speak regarding their objections at the Final Approval Hearing, regardless of whether they have made a timely written objection. 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. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any member of the Settlement Class who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

IX. When is the court hearing and what is it for?

On April 19, 2024, the Court will hold a public hearing in Courtroom A of the Superior Court for the State of California, County of Napa, 825 Brown Street, Napa, CA 94559, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for Class Counsel Fees and Costs Award, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for a Service Award. This hearing may be continued or rescheduled by the Court without further notice. You should check the Settlement Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement may attend the Final Approval Hearing, but are not required to do so. The Court will listen to Class Members who ask to speak regarding their objections at the Final Approval Hearing, regardless of whether they have made a timely objection.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend to listen to the proceedings or to object to the Settlement. You may remotely appear at the Final Approval Hearing by using the Court Connect procedure at <https://www.napa.courts.ca.gov/general-information/remote-appearance>. You may also attend the Final Approval Hearing in person.

Due to the evolving nature of the pandemic, you should check for the latest updates on accessing the courthouse by viewing the Court's website at <https://www.lacourt.org/newsmedia/notices/newsrelease>.

X. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator (contact information listed in Section V), for more information or to request that a copy of this Notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them – contact information noted above in Section VI. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice, which has been approved by the Court, is only a summary. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by going to the Settlement Website www.hillstromconstellationsettlement.com or by contacting the Settlement Administrator, Atticus Administration, LLC or Class Counsel. You may also get more details by examining the Court's file using the court's website at <https://www.lacourt.org/casesummary/ui/> and entering the Case No. 22CV000006. You can also make an appointment to personally review court documents in the Clerk's Office at the Napa Courthouse by calling (707) 299-1140.

XI. What If I Lose My Settlement Check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check, and the check has not already been cashed. If your check is already void you should consult the Unclaimed Property Fund at (800) 992-4647 for instructions on how to retrieve the funds.

XII. What If I Change My Address?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS ACTION.