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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

ALICIA DE HARO, on behalf of herself and
others similarly situated,

PLAINTIFF,

v.

HARVEST FARMS, INC.; VFORCE, INC.;
VENSURE HR, INC.; and DOES 1 to 100,
Inclusive,

DEFENDANTS.

Case No. 20STCV12396
Assigned to: The Hon. Lawrence P. Riff,
Dept. 7

**STIPULATION AND SETTLEMENT OF
CLASS, COLLECTIVE AND
REPRESENTATIVE ACTION**

Complaint Filed: March 27, 2020

STIPULATION AND SETTLEMENT OF CLASS
AND REPRESENTATIVE ACTION

I. Subject to final approval by the Court, which counsel and the Parties agree to diligently pursue and recommend in good faith, Plaintiff Alicia De Haro ("Plaintiff") individually and on behalf of all others similarly situated and alleged aggrieved employees, on the one hand, and Defendants Harvest Farms, Inc. and VForce, Inc. ("Defendants"), on the other hand (collectively, the "Parties" and individually, a "Party"), hereby agree to the following binding settlement of the class and representative action designated Alicia De Haro v. Harvest Farms, Inc., et al., Los Angeles County Superior Court Case No. 20STCV12396 (the "Action"), pursuant to the terms and conditions set forth below (the "Settlement," "Settlement Agreement" or "Agreement"). Upon the Effective Date, and the payment by Defendants of all monies due under the Agreement, Plaintiff shall file with the Court (1) a Satisfaction of Judgment; and (2) a declaration from the Settlement Administrator certifying that all payments have been distributed, as more fully set forth herein.

II. Definitions.

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

A. "Action."

The case entitled Alicia De Haro v. Harvest Farms, Inc., et al., Los Angeles County Superior Court Case No. 20STCV12396, as amended.

B. "Aggrieved Employees."

All current and former non-exempt employees of Defendants employed in California at any time during the PAGA Period (which as defined specifically includes Plaintiff).

C. "Amended Complaint" or "Operative Complaint."

The amended complaint Plaintiff will file in the Action, upon seeking and receiving Court approval, to add class, collective and representative action allegations encompassing any and all of the Released Claims (defined below), causes of action under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA") to the extent the FLSA overlaps with the Released Claims,

1 a claim under the California Private Attorneys General Act (“PAGA”), and any and all other
2 claims/causes of action encompassed by the Released Claims, which shall be deemed the
3 Operative Complaint in the Action.

4 **D. “Attorneys’ Fees and Costs.”**

5 The attorneys’ fees agreed upon by the Parties and approved by the Court for Class
6 Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class
7 Counsel in the Action, including, but not limited to, costs associated with documenting the
8 Settlement, securing the Court’s approval of the Settlement, any expert expenses, and securing an
9 entry of judgment on all claims in the Action which are covered by the Released Claims as defined
10 herein. Class Counsel will request attorneys’ fees not to exceed one-third (1/3) of the Class
11 Settlement Amount of \$475,000.00, which is a total of \$158,333.33. The costs requested to be
12 reimbursed will not exceed \$20,000.00. The attorneys’ fees and costs awarded are subject to the
13 Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for attorneys’
14 fees and reimbursement of costs and expenses as set forth above. Such Attorneys’ Fees and Costs
15 shall be paid from the Class Settlement Amount. Class Counsel will be issued an IRS Form 1099
16 for the Attorneys’ Fees and Costs detailed in this Section and shall be solely and legally
17 responsible for paying all applicable taxes on the payment made pursuant to this Section.

18 **E. “Claims Administrator.”**

19 ILYM Group, Inc. shall be the third-party class action settlement claims
20 administrator as agreed to by the Parties and approved by the Court for the purposes of
21 administering this Settlement. The Parties each represent that they do not have any financial
22 interest in the Claims Administrator or otherwise have a relationship with the Claims
23 Administrator that could create a conflict of interest.

24 **F. “Claims Administration Costs.”**

25 The costs payable from the Class Settlement Amount to the Claims Administrator
26 for administering this Settlement, including, but not limited to, printing, distributing, and tracking
27 documents for this Settlement, calculating estimated amounts per Class Member, tax reporting,
28 distributing the Class Settlement Amount, and providing necessary reports and declarations, and

1 other duties and responsibilities set forth herein to process this Settlement Agreement, and as
2 requested by the Parties. The Claims Administration Costs will be paid from the Class Settlement
3 Amount, including, if necessary, any such costs in excess of the amount represented by the Claims
4 Administrator as being the maximum costs necessary to administer the Settlement. The Claims
5 Administration Costs are currently estimated to be \$13,500. To the extent actual Claims
6 Administration Costs are greater than \$13,500, such excess amount will be deducted from the
7 Class Settlement Amount, subject to the Court's approval. The Claims Administration Costs will
8 be paid no sooner than fifteen (15) calendar days following the Effective Date.

9 **G. "Class Counsel."**

10 Attorneys for Lavi & Ebrahimian, LLP, shall be appointed Class Counsel upon
11 approval by the Court.

12 **H. "Class List."**

13 A complete list of all Class Members that Defendants will diligently and in good
14 faith compile from their records and provide to the Claims Administrator within twenty-one (21)
15 calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a
16 readable Microsoft Office Excel spreadsheet and will include each Class Member's full name,
17 most recent mailing address, telephone number, Social Security number, dates of employment
18 (*i.e.*, hire date and termination date, if applicable), approximate number of workweeks, and any
19 other relevant information needed to calculate settlement payments.

20 **I. "Class Member(s)" or "Settlement Class."**

21 All current and former non-exempt employees of Defendants employed in
22 California at any time during the Class Period (which as defined specifically includes Plaintiff).

23 **J. "Class Period."**

24 The period from March 27, 2016 through March 1, 2022.

25 **K. "Class Released Claims."**

26 As of the date of the Effective Date and full funding of the Class Settlement
27 Amount, all Class Members (which as defined includes Plaintiff) shall fully and finally release
28 Released Parties of the Class Released Claims. The Class Released Claims include any and all

1 claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or
2 description alleged/asserted in the Operative Complaint, as amended, arising from or related to the
3 facts and claims alleged/asserted in the Operative Complaint, as amended, or that were and/or
4 could have been alleged/asserted in the Action based on the facts and claims alleged in the
5 Operative Complaint, as amended, during the Class Period, and the facts and claims asserted in,
6 arising from or related to, or could have been alleged in the PAGA letter dated March 27, 2020
7 which was sent to the LWDA on behalf of Alicia De Haro and other alleged aggrieved employees
8 and which is identified on the LWDA's website as LWDA-CM-781109-20.

9 The Class Released Claims include any and all claims for unpaid wages, including,
10 but not limited to, failure to pay minimum wages, straight time compensation, overtime
11 compensation, double-time compensation, and interest; the calculation of the regular rate of pay;
12 premiums or wages for missed/short/late/interrupted meal periods, rest periods, and recovery
13 periods; the calculation of meal, rest and/or recovery period premium pay at the regular rate of pay
14 (regular rate of compensation); failure to provide meal periods; failure to authorize and permit rest
15 periods and/or recovery periods; failure to timely pay wages; failure to timely pay final wages;
16 payment for all hours worked, including off-the-clock work, donning and doffing time, reporting
17 time pay, on call pay, failure to provide accurate itemized wage statements; failure to keep
18 accurate records; failure to provide suitable seating; failure to maintain temperature providing
19 reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business
20 practices; penalties, including, but not limited to, recordkeeping penalties, wage statement
21 penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; for
22 civil and statutory penalties, including wage statement penalties, minimum wage penalties;
23 attorneys' fees and costs; and unfair business practices related to the Class Released Claims. The
24 Class Released Claims also include but are not limited to all such claims arising under: California
25 Labor Code sections 201-203, 218, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194,
26 1194.2, 1197, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, and 2699.3; all claims relating to the Class
27 Released Claims under the California Business and Professions Code section 17200, *et seq.*; the
28 Release shall also include all claims relating to the Class Released Claims under the applicable

1 Wage Orders of the California Industrial Welfare Commission, to include but not be limited to,
2 failure to provide accurate itemized wage statements, for civil and statutory penalties, including
3 wage statement penalties. The Class Released Claims shall include those under the Fair Labor and
4 Standards Act (“FLSA”), including those related to recordkeeping obligations, 29 U.S.C. §211(c);
5 29 C.F.R. §§ 516, 778.223, 778.315, *et seq.*; and all state and federal law equivalents arising from
6 or related to the facts and claims alleged in the Operative Complaint, as amended, and/or that
7 could have been alleged in the Operative Complaint, as amended, and/or LWDA letter; California
8 Civil Code sections 3287, 3288, 3289; California Code of Civil Procedure § 1021.5; and the
9 California common law of contract. This release excludes the release of claims not permitted by
10 law.

11 Class Members who timely cash or otherwise negotiate their Settlement Payment
12 Check will be deemed to have opted into the Action for purposes of the FLSA and, as to those
13 Class Members, the Class Released Claims include any and all claims the Class Members may
14 have under the FLSA asserted in the Action, arising from or related to the facts and claims alleged
15 in the Action, or that could have been alleged in the Action based on the facts and claims alleged
16 in the Complaint during the Class Period. Only those Class Members who timely cash or
17 otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action
18 for purposes of the FLSA and thereby release and waive any of their claims under the FLSA
19 arising under or relating to the alleged claims.

20 The following language will be printed on the reverse of each Settlement Payment
21 Check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge
22 that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement
23 and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the [Action], elect to
24 participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that
25 are covered by the Settlement.”

26 Upon entry of Judgment, Class Members are precluded from filing a wage and hour
27 action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of
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1 action encompassed by the Class Released Claims which are extinguished and precluded pursuant
2 to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).

3 This release excludes the release of claims not permitted by law.

4 **L. “Class Representative Enhancement Payment.”**

5 The amount to be paid to Plaintiff in recognition of their effort and work in
6 prosecuting the Action on behalf of Class Members and for their general release of claims.
7 Subject to the Court granting Final Approval of this Settlement Agreement, Plaintiff will request
8 Court approval of a Class Representative Enhancement Payment of \$7,500.00. Plaintiff will be
9 issued an IRS Form 1099 in connection with their respective Class Representative Enhancement
10 Payment. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes
11 on this payment and shall hold Defendants harmless from any claim or liability for taxes, penalties
12 or interest arising as a result of the payment. The Class Representative Enhancement Payment
13 will be paid from the Class Settlement Amount and will be in addition to Plaintiff’s Individual
14 Settlement Payment paid pursuant to the Settlement, and is conditioned on the execution of a
15 stand-alone settlement agreement and general release of claims. Defendants make no
16 representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff
17 is not relying on any statement or representation by Defendants or their counsel in this regard.

18 **M. “Class Settlement Amount.”**

19 The sum of no more than \$475,000.00 to be paid by Defendants in full satisfaction
20 of all claims arising from the Action. The Class Settlement Amount includes all Individual
21 Settlement Payments to Class Members (including all Employee Paid Taxes), the Class
22 Representative Enhancement Payment to Plaintiff, Claims Administration Costs to the Claims
23 Administrator, the Labor and Workforce Development Agency (“LWDA”) Payment, and the
24 Attorneys’ Fees and Costs. Defendants will be responsible for any and all Employer Paid Taxes
25 required by law on the wage portions of the Individual Settlement Payments to Class Members,
26 separate and in addition to the Class Settlement Amount.

1 **N. “Effective Date.”**

2 The date on which the Final Award becomes final. For purposes of this Section,
3 the Final Award “becomes final” only after the Court grants the Motion for Final Approval and
4 upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing
5 of any appeal from, or other challenge to, the Order Granting Final Approval and/or Judgment
6 (this time period shall not be less than seventy (70) calendar days after the Court’s Order and/or
7 Judgment is entered); (ii) the date of affirmance of an appeal of the Order Granting Final Approval
8 and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final
9 dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final
10 dismissal of any proceeding on review of any court of appeal decision relating to the Order
11 Granting Final Approval and/or Judgment.

12 **O. “Employee Paid Taxes.”**

13 Taxes paid by an individual employee, including the Federal Insurance Contributions Act,
14 federal income tax, state disability insurance, and state income tax payments.

15 **P. “Employer Paid Taxes.”**

16 Taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance
17 Contributions Act, state unemployment insurance, and Employee Training Tax payments.

18 **Q. “Final Approval” or “Final Award.”**

19 The Court entering an Order Granting Final Approval of the Settlement Agreement
20 and Judgment.

21 **R. “Individual Settlement Payment.”**

22 Each Class Member’s share of the Net Settlement Amount, which shall be
23 distributed to the Class Members, less any and all Employee Paid Taxes required by law as a
24 result of the payment of the amount allocated to such Class Member as set forth herein.

25 **S. “LWDA Notice.”**

26 The Parties agree that Plaintiff will submit Notice to the Labor and Workforce
27 Development Agency (“LWDA”) of this Settlement along with a copy of this Settlement
28 Agreement within ten (10) calendar days of its execution by all Parties and Class Counsel, and

1 will thereafter submit a copy of any judgment or any other order (*e.g.*, the Final Award) providing
2 for an award of civil penalties in conformity with Labor Code Section 2699(1).

3 **T. “LWDA Payment.”**

4 The amount that the Parties have agreed to pay to the LWDA in connection with
5 the California Private Attorneys General Act of 2004 (“PAGA”). The Parties have agreed that
6 \$20,000.00 of the Class Settlement Amount will be allocated to the resolution of any claims
7 arising under PAGA (“PAGA Settlement Amount”). Pursuant to PAGA, \$15,000.00 (75%) of the
8 PAGA Settlement Amount will be paid to the LWDA and \$5,000.00 (25%) of the PAGA
9 Settlement Amount will be distributed to Aggrieved Employees. The 25% portion of the PAGA
10 Settlement Amount is referred to as the Aggrieved Employees Amount.

11 **U. “Net Settlement Amount.”**

12 The portion of the Class Settlement Amount remaining after deduction of the
13 approved Class Representative Enhancement Payment, Claims Administration Costs, LWDA
14 Payment, and the Attorneys’ Fees and Costs. The Net Settlement Amount is to be paid to Class
15 Members as Individual Settlement Payments, including all Employee Paid Taxes.

16 **V. “Notice of Class Action Settlement.”**

17 The document substantially in the form attached as Exhibit 1 that will be mailed to
18 Class Members’ last known addresses and which will provide Class Members with information
19 regarding the Action and information regarding the Settlement.

20 **W. “Notice of Objection.”**

21 A Class Member’s valid and timely written objection to the Settlement Agreement.
22 For the Notice of Objection to be valid, it must include the objector’s full name, signature,
23 address, telephone number and a written statement of all grounds for the objection accompanied
24 by legal support, if any, for such objection. The Notice of Objection must be returned by mail or
25 fax to the Claims Administrator at the specified address or facsimile number and postmarked or
26 faxed on or before the Response Deadline. The date of the postmark or fax receipt confirmation
27 will be the exclusive means to determine whether a Notice of Objection has been timely
28 submitted.

1 Class Members who fail to make objections in the manner specified above shall be
2 deemed to have waived any objections and shall be foreclosed from making any objection
3 (whether by appeal or otherwise) to the Settlement Agreement. Neither the Parties nor their
4 counsel will solicit or otherwise encourage Class Members to submit written objections to the
5 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent
6 any Class Members with respect to any such objections to this Settlement. The Claims
7 Administrator shall provide counsel for the Parties with complete copies of all objections received,
8 including the date of postmark or fax receipt confirmation for each objection, within five (5)
9 business days of receipt. Class Counsel will provide copies of any objections and supporting
10 documents to the Court at least sixteen (16) court days before the Preliminary Approval Hearing.

11 **X. "Notice Packet."**

12 The Notice of Class Action Settlement, which shall include the Individual
13 Settlement Payment calculations, to include workweek information.

14 **Y. "PAGA Period."**

15 The period from March 27, 2019 through March 1, 2022.

16 **Z. "PAGA Released Claims."**

17 As of the date of the Effective Date and full funding of the Class Settlement
18 Amount, all Aggrieved Employees shall fully and finally release Released Parties of the PAGA
19 Released Claims. The PAGA Released Claims include any and all claims for civil penalties,
20 rights, demands, liabilities and causes of action of any nature or description alleged/asserted in the
21 Action, arising from or related to the facts and claims alleged/asserted in the Action, or that could
22 have been alleged/asserted in the Action based on the facts and claims alleged in the Action during
23 the PAGA Period and the facts and claims asserted in, arising from or related to, or could have
24 been alleged in the PAGA letter dated March 27, 2020 which was sent to the LWDA on behalf of
25 Alicia De Haro and other alleged aggrieved employees and which is identified on the LWDA's
26 website as LWDA-CM-781109-20. The PAGA Released Claims include, but are not limited to,
27 any and all claims for civil penalties for the following violations of the California Labor Code: for
28 failure to pay the minimum wage rate of pay for all hours worked, failure to pay the applicable

overtime rate of pay for all overtime hours worked, failure to provide meal periods, failure to authorize or permit rest periods, failure to maintain temperature providing reasonable comfort, failure to provide suitable seating, failure to provide accurate wage statements, failure to maintain accurate records, and failure to timely pay final wages. The PAGA Released Claims include but are not limited to all claims for civil penalties for violation of following California Labor Code sections: 201-203, 218, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, and 2699.3.

AA. “Plaintiff’s Released Claims.”

Upon the Effective Date, and as a condition of receiving any portion of their Class Representative Enhancement Payment, as set forth more fully in the individual settlement agreement.

BB. “Preliminary Approval.”

The Court’s order granting preliminary approval of the Settlement Agreement.

CC. “Qualified Settlement Account.”

The fund established by the Claims Administrator pursuant to Internal Revenue Code Section 1.468B-1.

DD. “Released Parties.”

Defendants and their respective parents, subsidiaries, affiliated companies (including but not limited to: Good Source Solutions, Inc.; Gold Star Foods, Inc.; GS Foods Group), past, present and future agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers (including but not limited to Vensure HR, Inc.), alter-egos, alleged alter-egos, vendors, affiliated organizations, any person

1 and/or entity with potential or alleged to have joint liability, and all of their respective past, present
2 and future employees, directors, officers, members, owners, agents, representatives, payroll
3 agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, clients
4 and assigns and any and all persons/entities acting under, by, through or in concert with any of
5 them.

6 **EE. "Request for Exclusion."**

7 A notice submitted by a Class Member requesting to be excluded from the
8 Settlement. For the Request for Exclusion to be valid, it must include the Class Member's full
9 name, signature, address, telephone number and a written statement requesting to be excluded
10 from this Settlement. The Request for Exclusion must be returned by mail or fax to the Claims
11 Administrator at the specified address or facsimile number and postmarked or faxed on or before
12 the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive
13 means to determine whether a Request for Exclusion has been timely submitted. A Class Member
14 who does not submit a timely and valid Request for Exclusion from the Settlement will be deemed
15 a Class Member and will be bound by all terms of the Settlement Agreement if the Settlement is
16 granted Final Approval and/or Judgment by the Court. Any Class Member who timely submits a
17 valid Request for Exclusion will not receive payment from the Settlement, and will not be bound
18 by the terms of the Settlement Agreement or Judgment (with the exception of claims arising under
19 PAGA). Aggrieved Employees eligible for a portion of the PAGA Settlement Amount will
20 receive their share of the employee portion of the PAGA Settlement Amount and will be deemed
21 to have released the PAGA Released Claims, regardless of whether they submit a Request for
22 Exclusion.

23 **FF. "Response Deadline."**

24 The deadline by which Class Members must mail or fax to the Claims
25 Administrator valid Requests for Exclusion, Notices of Objection to the Settlement, or workweek
26 disputes. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
27 the Notice Packet by the Claims Administrator, unless the 45th day falls on a Sunday or Federal
28 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.

1 Postal Service is open. The Response Deadline for Requests for Exclusion, Notices of Objection,
2 or workweek disputes will be extended fifteen (15) calendar days for any Class Member who is re-
3 mailed a Notice Packet by the Claims Administrator, unless the 15th day falls on a Sunday or
4 Federal holiday, in which case the Response Deadline will be extended to the next day on which
5 the U.S. Postal Service is open. The Response Deadline may also be extended by express
6 agreement between Class Counsel and Defendants. Under no circumstances, however, will the
7 Claims Administrator have the authority to unilaterally extend the deadline for Class Members to
8 submit a Request for Exclusion, Notice of Objection to the Settlement, or workweek disputes.

9 **GG. “Satisfaction of Judgment.”**

10 Upon the Effective Date and payment by Defendants of all monies due under the
11 Settlement Agreement and entry of Order granting Final Approval, Plaintiff shall file with the
12 Court (1) a Satisfaction of Judgment; and (2) a declaration from the Settlement Administrator
13 certifying that all payments have been distributed, pursuant to this agreement.
14

15 **HH. Settlement Payment Check.”**

16 The payment to Class Members. The back of the Settlement Payment Check shall
17 state, immediately below the space where the check is to be endorsed by the payee: “By endorsing
18 or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms
19 set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards
20 Act (“FLSA”) portion of the [Action], elect to participate in the settlement of the FLSA claims,
21 and agree to release all of my FLSA claims that are covered by the Settlement.”

22 **III. Funding of the Class Settlement Amount.**

23 Within fifteen (15) calendar days after the Effective Date of the Settlement,
24 Defendants will make a one-time deposit of all approved amounts from the Class Settlement
25 Amount as well as the Employer Paid Taxes, into a Qualified Settlement Account to be
26 established by the Claims Administrator. Within fourteen (14) calendar days of the funding of the
27 Settlement, the Claims Administrator will issue payments to: (a) Class Members who have not
28 timely and validly requested exclusion; (b) Aggrieved Employees; (c) the LWDA; (d) Plaintiff;

1 and (e) Class Counsel. The Claims Administrator will also issue a payment to itself for Court-
2 approved services performed in connection with the Settlement. Defendants have no obligation to
3 deposit such funds prior to the deadline set forth herein. Prior to issuing checks to Class Members,
4 the Claims Administrator will run the Class Members' most updated addresses against the
5 National Change of Address Database to obtain the most current address for mailing the checks. If
6 a check is returned as undeliverable from Class Members whose Notice Packet was returned and
7 no new address was ascertained, then no further steps need to be taken. For other checks returned,
8 the Claims Administrator shall conduct a skip trace or other similar search to locate an updated
9 address and the Claims Administrator shall re mail the check within seven (7) business days of
10 return of the check.

11 **IV. Attorneys' Fees and Costs.**

12 Defendants agree not to oppose or impede any application by Class Counsel for
13 attorneys' fees of not more than \$158,333.33, or the reimbursement of costs and expenses
14 associated with Class Counsel's litigation and settlement of the claims covered by the Action not
15 to exceed \$20,000.00. No counsel shall be entitled to attorneys' fees or costs for work performed
16 in the Action other than as provided in this Settlement Agreement. All such attorneys' fees and
17 costs shall be paid from the Class Settlement Amount. The instant Settlement Agreement is the
18 exclusive means for recovery of attorneys' fees and costs incurred in the Action by any attorney,
19 law firm and/or other legal services provider, except for the event that either party is required to
20 seek to enforce this settlement agreement or the judgment.

21 **V. Class Representative Enhancement Payment.**

22 In exchange for a general release and in recognition of her effort and work in
23 prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede
24 any application or motion for a Class Representative Enhancement Payment in the amount of up to
25 \$7,500.00 for Plaintiff. The Class Representative Enhancement Payment will be paid from the
26 Class Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid
27 pursuant to the Settlement, and is conditioned on the execution of a stand-alone settlement
28 agreement and general release of claims. Plaintiff will be solely and legally responsible to pay any

1 and all applicable taxes on the payment made pursuant to this Section and will indemnify and hold
2 Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result
3 of the payment.

4 **VI. Claims Administration Costs.**

5 The Claims Administrator will be paid for the reasonable costs of administration of
6 the Settlement and distribution of payments from the Class Settlement Amount, which are
7 currently estimated to be \$13,500.

8 The Parties hereby acknowledge that the Claims Administration Costs may
9 increase above the current estimate of \$13,500 and that any such additional Claims Administration
10 Costs that are approved by the Parties' counsel and the Court shall be taken out of the Class
11 Settlement Amount.

12 **VII. Labor and Workforce Development Agency Payment.**

13 Subject to Court approval, the Parties agree that \$20,000.00 of the Class Settlement
14 Amount will be designated for satisfaction of PAGA claims (the "PAGA Settlement Amount").
15 Pursuant to the PAGA, \$15,000.00 (75%) of the PAGA Settlement Amount will be paid to the
16 LWDA and \$5,000.00 (25%) of the PAGA Settlement Amount will be paid to Aggrieved
17 Employees.

18 **VIII. Net Settlement Amount.**

19 The Net Settlement Amount will be used to satisfy Individual Settlement Payments
20 to Class Members from the Settlement Class in accordance with the terms of this Settlement.

21 **IX. Individual Settlement Payment Calculations.**

22 Individual Settlement Payments will be calculated and apportioned from the Net
23 Settlement Amount based on the number of workweeks a Class Member worked during the Class
24 Period. Specific calculations of Individual Settlement Payments will be made as follows:

- 25 (a) The Claims Administrator will calculate the total number of weeks worked
26 (weeks in which at least one day was worked) by each Class Member
27 ("Individual Class Workweeks") and the total number of weeks worked by
28 all Class Members ("Class Workweeks") during the Class Period.

(b) To determine each Class Member's Individual Settlement Payment, the Claims Administrator will use the following formula: Individual Settlement Payment = (Individual Class Workweeks ÷ Class Workweeks) × Net Settlement Amount.

The Individual Settlement Payment will be reduced by any required deductions for each Class Member as set forth herein, including Employee Paid Taxes. The Individual Settlement Payments will be allocated as follows: one-third (1/3) to wages, one-third (1/3) to interest, and one-third (1/3) to penalties.

The Individual Settlement Payments made to Class Members under this Settlement, and any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

X. Individual PAGA Payments.

Individual PAGA Payments will be calculated and apportioned from the Aggrieved Employees Amount based on the number of workweeks an Aggrieved Employee worked during the PAGA Period. Specific calculations of Individual PAGA Payments will be made as follows:

(a) The Claims Administrator will calculate the total number of weeks worked (weeks in which at least one day was worked) by each Aggrieved Employee ("Individual PAGA Workweeks") and the total number of weeks worked by all Aggrieved Employees ("Total PAGA Workweeks") during the PAGA Period.

(b) To determine each Aggrieved Employees Individual PAGA Payment, the Claims Administrator will use the following formula: Individual PAGA

$$\text{Payment} = (\text{Individual PAGA Workweeks} \div \text{Total PAGA Workweeks}) \times \text{Aggrieved Employees Amount.}$$

XI. Claims Administration Process.

1. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Claims Administrator will provide, and be solely responsible for, the following services:

- a. Establish and maintain a Qualified Settlement Account.
- b. Calculate the Individual Settlement Payment each Class Member is eligible to receive.
- c. Translate the Notice Packet into Spanish by request of Class Members.
- d. Print and mail the Notice Packet.
- e. Establish and maintain a toll-free information telephone support line to assist Class Members who have questions regarding the Notice Packet.
- f. Establish and maintain a website with information to assist Class Members, including the posting of notice of final judgment.
- g. Conduct additional address searches for mailed Notice Packets that are returned as undeliverable.
- h. Process Requests for Exclusion, calculate Class Members' Individual Settlement Payment, field inquiries from Class Members, and administer any Requests for Exclusion. This service will include settlement proceed calculation, printing and issuance of Settlement Payment Checks, and preparation of IRS W-2 and 1099 Tax Forms. Basic accounting for and payment of employee tax withholdings and forwarding all payroll taxes and penalties to the appropriate government authorities will also be included as part of this service.

- 1 i. Issuing to Plaintiff, Class Members, and Plaintiff's Counsel any W-2, 1099,
2 or other tax forms as may be required by law for all amounts paid pursuant
3 to this Settlement.
- 4 j. Provide declarations and/or other information to the Court as requested by
5 the Parties and/or the Court.
- 6 k. Provide weekly status reports to counsel for the Parties.
- 7 2. Within twenty-one (21) calendar days of Preliminary Approval, Defendants
8 will provide the Class List to the Claims Administrator.
- 9 3. Within fourteen (14) calendar days after receiving the Class List from
10 Defendants, the Claims Administrator will mail a Notice Packet to all Class Members via regular
11 First-Class U.S. Mail, using the last known mailing addresses identified in the Class List.
- 12 4. Prior to mailing, the Claims Administrator will perform a search based on
13 the National Change of Address Database for information to update and correct any known or
14 identifiable address changes. Any Notice Packets returned to the Claims Administrator as non-
15 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.
16 Mail to the forwarding address affixed thereto and the Claims Administrator will indicate the date
17 of such re-mailing on the Notice Packet. If no forwarding address is provided, the Claims
18 Administrator will promptly attempt to determine the correct address using a skip-trace, or other
19 search using the name, address and/or Social Security number of the Class Member involved, and
20 will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice
21 Packet, whether by skip-trace or by request, will have between the later of (a) an additional fifteen
22 (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion or Notice of
23 Objection to the Settlement.
- 24 5. All Class Members will be mailed a Notice Packet containing the forms
25 attached as Exhibit 1 as approved by the Court.
- 26 6. Class Members will have an opportunity to dispute the information
27 provided in their Notice Packets. To the extent Class Members dispute the number of workweeks
28 to which they have been credited or the amount of their Individual Settlement Payment, Class

1 Members may produce evidence to the Claims Administrator showing that such information is
2 inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed
3 determinative. However, if a Class Member produces evidence to the contrary, the Claims
4 Administrator will evaluate the evidence submitted by the Class Member and will make the final
5 decision as to the number of eligible workweeks that should be applied and/or the Individual
6 Settlement Payment to which the Class Member may be entitled. The workweek dispute must be
7 returned by mail or fax to the Claims Administrator at the specified address or facsimile number
8 and postmarked or faxed on or before the Response Deadline. The date of the postmark or fax
9 receipt confirmation will be the exclusive means to determine whether a workweek dispute has
10 been timely submitted. All such disputes are to be resolved not later than fourteen (14) calendar
11 days after the Response Deadline.

12 7. Defective Submissions. If a Class Member's Request for Exclusion is
13 defective as to the requirements listed herein, that Class Member will be given an opportunity to
14 cure the defect(s). The Claims Administrator will mail the Class Member a cure letter within three
15 (3) business days of receiving the defective submission to advise the Class Member that his or her
16 submission is defective and that the defect must be cured to render the Request for Exclusion
17 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
18 calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised
19 Request for Exclusion.

20 8. Request for Exclusion Procedures. Any Class Member wishing to opt-out
21 from the Settlement Agreement must sign and postmark, email, or fax a written Request for
22 Exclusion to the Claims Administrator within the Response Deadline. The date of the postmark
23 on the return mailing envelope, email, or the fax receipt confirmation will be the exclusive means
24 to determine whether a Request for Exclusion has been timely submitted. All Requests for
25 Exclusion will be submitted to the Claims Administrator, who will certify jointly to Class Counsel
26 and Defendants' Counsel the Requests for Exclusion that were timely submitted. Any Class
27 Member who does not timely seek exclusion will be bound by the terms of this Settlement
28 Agreement. Any Class Member who timely submits a valid Request for Exclusion will not

1 receive payment from the Settlement, and will not be bound by the terms of the Settlement
2 Agreement or Judgment (with the exception of the PAGA Released Claims if they are an
3 Aggrieved Employee, who will be bound hereby). Class Members eligible for a portion of the
4 PAGA Settlement will receive their share of the employee portion of the PAGA Settlement
5 Amount and will be deemed to have released any claims arising out of PAGA, regardless of
6 whether they submit a Request for Exclusion.

7 **XII. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

8 1. Defendants' Option to Nullify the Settlement Agreement. If five percent
9 (5%) or more of the Class Members opt out of the Settlement (or are otherwise excluded),
10 Defendants, in their sole discretion, shall have the option of nullifying the Settlement Agreement.
11 In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be
12 returned to their respective statuses as of the date and time immediately prior to the execution of
13 this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had
14 not been executed, except that any fees already incurred by the Claims Administrator shall be paid
15 by Defendants .

16 2. Nullification of the Settlement Agreement. In the event: (i) the Court does
17 not enter the Preliminary Approval Order and approve the Class Released Claims specified herein;
18 (ii) the Court does not finally approve the Settlement as provided herein; (iii) Defendants exercise
19 their option to nullify the Settlement Agreement based on an excessive number of opt-outs, as
20 described in the above Section; or (iv) the Settlement does not become final for any other reason
21 (e.g., an objection by the LWDA), this Settlement Agreement shall be null and void. A reduction
22 of the Attorneys' Fees and Costs and/or any Class Representative Enhancement Payment(s) shall
23 not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or
24 judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void
25 from the beginning, and the Stipulations and Recitals contained herein shall be of no force or
26 effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the
27 Parties and any funds to be awarded under this Settlement Agreement shall be returned to their
28 respective statuses as of the date and time immediately prior to the execution of this Settlement

1 Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not
2 been executed, except that any fees already incurred by the Claims Administrator shall be paid
3 equally by both Parties. The Parties agree that they will cooperate and take all steps necessary in
4 order to obtain preliminary and/or final approval in the event that the Court raises issues or
5 questions about this Settlement or anything pertaining to this Settlement (including, but not
6 limited to, the motion for preliminary approval and motion for final approval).

7 3. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any
8 Class Member who does not affirmatively opt out of the Settlement Agreement by submitting a
9 timely and valid Request for Exclusion will be bound by all its terms, including those pertaining to
10 the Class Released Claims.

11 **XIII. Certification Reports Regarding Individual Settlement Payment Calculations.**

12 1. The Claims Administrator will provide Defendants' counsel and Class
13 Counsel a weekly report which certifies: (a) the number of Class Members who have submitted
14 valid Requests for Exclusion; (b) any objections submitted to the Settlement along with a copy of
15 any such objection; and (c) whether any Class Member has submitted a challenge to any
16 information contained in his/her Notice Packet. Additionally, the Claims Administrator will
17 provide to counsel for both Parties any updated reports regarding the administration of the
18 Settlement Agreement as needed or requested.

19 2. Uncashed Settlement Checks. Any checks issued by the Claims
20 Administrator to Class Members will be negotiable for one-hundred eighty (180) calendar days.
21 After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become
22 null and void, and any monies remaining in the distribution account shall be distributed to the
23 Controller of the State of California to be held pursuant to the Unclaimed Property Law,
24 California Civil Code § 1500 *et seq.*, for the benefit of those Class Members or Aggrieved
25 Employees who did not cash their checks until such time that they claim their property. The
26 Settling Parties agree that this disposition results in no "unpaid residue" under California Civil
27 Procedure Code § 384, as the entire Settlement Payment will be paid out to Settlement Class
28 members, whether or not they all cash their Settlement Checks. Therefore, Defendants will not be

1 required to pay any interest on said amount and Defendants will have no further liability to any
2 such Class Members or Aggrieved Employees under this Settlement Agreement or in connection
3 with the Action or the Class Released Claims.

4 3. Certification of Completion. Upon completion of administration of the
5 Settlement, the Claims Administrator will provide a written declaration under oath to certify such
6 completion to the Court and counsel for all Parties.

7 **XIV. Tax Treatment of Individual Settlement Payments.**

8 The Individual PAGA Payments will be allocated as 100% penalties and reported on an
9 IRS-Form 1099. All Individual Settlement Payments will be allocated as follows: one-third (1/3)
10 of each Individual Settlement Payment will be allocated as wages and two-thirds (2/3) will be
11 allocated as non-wages. The portion allocated to wages will be reported on an IRS Form W-2 and
12 the portion allocated to non-wages will be reported on an IRS Form-1099 by the Claims
13 Administrator. The Individual Settlement Payments will be reduced by any required deductions
14 for each Class Member, including Employee Paid Taxes owed by the Class Members as a result of
15 the wage component, resulting in a net wage component. The Claims Administrator will issue a
16 check and W-2 Form to each Class Member for the wage component. The Claims Administrator
17 will issue a second check and IRS Form-1099 for the remaining non-wages component. No
18 withholding shall be made on the non-wages portion of the Individual Settlement Payment. The
19 Claims Administrator shall be responsible for issuing the payments and calculating and
20 withholding all required state and federal taxes. The Claims Administrator shall determine the
21 eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
22 Settlement Agreement. Any disputes not resolved by the Claims Administrator concerning the
23 administration of the Settlement will be resolved by the Court, under the laws of the State of
24 California. Prior to any such involvement of the Court, counsel for the Parties will confer in good
25 faith to resolve the dispute without the necessity of involving the Court.

26 **XV. Administration of Taxes by the Claims Administrator.**

27 1. Tax Liability. Defendants make no representation as to the tax treatment or
28 legal effect of the payments called for hereunder, and Plaintiff and Class Members are not relying

1 on any statement, representation, or calculation by Defendants or by the Claims Administrator in
2 this regard. Plaintiff and Class Members understand and agree they will be solely responsible for
3 the payment of their share of any taxes and penalties assessed on the payments described herein.

4 2. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT
5 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
6 AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE
7 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES
8 THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
9 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
10 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY
11 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
12 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
13 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
14 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
15 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
16 ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
17 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
18 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
19 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
20 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
21 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
22 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
23 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
24 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
25 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
26 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
27 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
28 SETTLEMENT AGREEMENT.

1 **XVI. Release by Class Members.**

2 1. No Prior Assignments. The Parties and their counsel represent, covenant,
3 and warrant that they have not directly or indirectly assigned, transferred, encumbered, or
4 purported to assign, transfer, or encumber to any person or entity any portion of any liability,
5 claim, demand, action, cause of action or right herein released and discharged.

6 2. It is the desire of Plaintiff, Class Members (except those who exclude
7 themselves from the Settlement), Aggrieved Employees, and Defendants to fully, finally, and
8 forever settle, compromise, and discharge the Class Released Claims and PAGA Released Claims.
9 Effective upon the Final Approval by the Court of this Settlement Agreement, and except as to
10 such rights or claims as may be expressly created by this Settlement Agreement, the Class
11 Members shall fully release and discharge the Released Parties from any and all Class Released
12 Claims for the entire Class Period and the Aggrieved Employees shall fully release and discharge
13 the Released Parties from any and all PAGA Released Claims for the entire PAGA Period. This
14 release shall be binding on all Class Members who have not timely submitted a valid and complete
15 Request for Exclusion, including each of their respective attorneys, agents, spouses, executors,
16 representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of
17 the Released Parties, who shall have no further or other liability or obligation to any Class
18 Member with respect to the Class Released Claims, except as expressly provided herein. This
19 release shall be binding on all Aggrieved Employees, including each of their respective attorneys,
20 agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns, and
21 shall inure to the benefit of the Released Parties, who shall have no further or other liability or
22 obligation to any Aggrieved Employee with respect to the PAGA Released Claims.

23 **XVII. Preliminary Approval Hearing.**

24 1. Plaintiff will obtain a hearing before the Court to request Preliminary
25 Approval of the Settlement Agreement and the entry of a Preliminary Approval Order for: (a)
26 conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary
27 Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
28 Approval/Settlement Fairness Hearing.

2. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff will submit this Settlement Agreement and will include the proposed Notice Packet.

3. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval, subject to review by Defendants' counsel. Any failure by the Court to fully and completely approve the Settlement Agreement which has the effect of preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties will result in this Settlement Agreement, and all obligations under this Settlement Agreement, being nullified and voided.

XVIII. Final Settlement Approval Hearing and Entry of Judgment.

1. Upon expiration of the Response Deadline, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments and Individual PAGA Payments; (b) the LWDA payment; (c) the Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment; and (e) all Claims Administration Costs.

2. Depending on the Court's availability, the Parties will request that the Final Approval Hearing will be held no later than forty-five (45) calendar days after the Response Deadline. A violation of this provision shall not serve as grounds for nullification of this Agreement.

3. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval, subject to review by Defendants' counsel. Class Counsel will also be responsible for drafting the Attorneys' Fees and Costs application to be heard at the Final Approval/Settlement Fairness Hearing. Any failure by the Court to fully and completely approve the Settlement Agreement will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement, being nullified and voided. Upon such failure, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be

1 treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of
2 no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a
3 case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to
4 their respective statuses as of the date and time immediately prior to the execution of this
5 Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement
6 had not been executed, except that any fees already incurred by the Claims Administrator shall be
7 paid equally by both Parties.

8 **XIX. Judgment and Continued Jurisdiction.**

9 The Court shall retain jurisdiction with respect to the interpretation,
10 implementation, and enforcement of the terms of this Settlement Agreement and all orders and
11 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
12 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement
13 embodied in this Settlement Agreement and all orders and judgments entered in connection
14 therewith.

15 **XX. Other Provisions.**

16 1. Exhibits Incorporated by Reference. The terms of this Settlement include
17 the terms set forth in any attached Exhibits, which are incorporated by this reference as though
18 fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

19 2. Entire Agreement. This Settlement Agreement and any attached Exhibits
20 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
21 or oral agreements may be deemed binding on the Parties.

22 3. Amendment or Modification. This Settlement Agreement may be amended
23 or modified only by a written instrument signed by counsel for all Parties or their successors-in-
24 interest and approved by the Court.

25 4. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
26 warrant and represent they are expressly authorized by the Parties whom they represent to
27 negotiate this Settlement Agreement and to take all appropriate action required or permitted to be
28 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute

1 any other documents required to effectuate the terms of this Settlement Agreement. The Parties
2 and their counsel will cooperate with each other and use their best efforts to effect the
3 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
4 content of any document needed to implement the Settlement, or on any supplemental provisions
5 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
6 assistance of Jeff Krivis, Esq. (mediator) to resolve such disagreement.

7 5. Binding on Successors and Assigns. This Settlement Agreement will be
8 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
9 previously defined.

10 6. California Law Governs. All terms of this Settlement Agreement and
11 Exhibits hereto will be governed by and interpreted according to the laws of the State of
12 California.

13 7. Execution and Counterparts. This Settlement Agreement is subject only to
14 the execution of all Parties. However, the Settlement Agreement may be executed in one or more
15 counterparts. All executed counterparts and each of them, including electronic signatures (*e.g.*,
16 DocuSign), facsimile and scanned copies of the signature page, will be deemed to be one and the
17 same instrument. The Parties expressly agree to the use of authorized electronic signature (*e.g.*,
18 DocuSign).

19 8. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
20 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and
21 have arrived at this Settlement after arm's-length negotiations and in the context of adversarial
22 litigation, taking into account all relevant factors, present and potential. The Parties further
23 acknowledge that they are each represented by competent counsel and that they have had an
24 opportunity to consult with their counsel regarding the fairness and reasonableness of this
25 Settlement.

26 9. Invalidity of Any Provision. Before declaring any provision of this
27 Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the
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1 fullest extent possible consistent with applicable precedents so as to define all provisions of this
2 Settlement Agreement valid and enforceable.

3 10. Class Action Certification for Settlement Purposes Only. The Parties agree
4 to stipulate to class certification only for purposes of the Settlement. If, for any reason, the
5 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
6 that certification for purposes of the Settlement is not an admission that class action certification is
7 proper under the standards applied to contested certification motions and that this Settlement
8 Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a
9 class action should be certified or (b) Defendants are liable to Plaintiff or any Class Member, other
10 than according to the Settlement's terms.

11 11. Non-Admission of Liability. The Parties enter into this Settlement
12 Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense,
13 and risk of continued litigation. In entering into this Settlement Agreement, Defendants do not
14 admit, and specifically deny, they have violated any federal, state, or local law; violated any
15 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
16 regulations or legal requirements; breached any contract; violated or breached any duty; engaged
17 in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
18 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of
19 the negotiations connected with it, shall be construed as an admission or concession by Defendants
20 of any such violations or failures to comply with any applicable law. Except as necessary in a
21 proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its
22 terms and provisions shall not be offered or received as evidence in any action or proceeding to
23 establish any liability or admission on the part of Defendants or to establish the existence of any
24 condition constituting a violation of, or a non-compliance with, federal, state, local or other
25 applicable law.

26 12. Captions. The captions and section numbers in this Settlement Agreement
27 are inserted for the reader's convenience, and in no way define, limit, construe or describe the
28 scope or intent of the provisions of this Settlement Agreement.

1 13. Waiver. No waiver of any condition or covenant contained in this
2 Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
3 considered to imply or constitute a further waiver by such party of the same or any other
4 condition, covenant, right or remedy.

5 14. Enforcement Action. If one or more of the Parties institutes any legal
6 action or other proceeding against any other Party or Parties to enforce the provisions of this
7 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
8 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
9 and costs, including expert witness fees incurred in connection with any enforcement Action.

10 15. Mutual Preparation. The Parties have had a full opportunity to negotiate the
11 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will
12 not be construed more strictly against one Party than another merely by virtue of the fact that it
13 may have been prepared by counsel for one of the Parties, it being recognized that, because of the
14 arm's-length negotiations between the Parties, all Parties have contributed to the preparation of
15 this Settlement Agreement.

16 16. Representation by Counsel. The Parties acknowledge that they have been
17 represented by counsel throughout all negotiations that preceded the execution of this Settlement
18 Agreement and that this Settlement Agreement has been executed with the consent and advice of
19 counsel and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there
20 are no liens on the Settlement Agreement.

21 17. All Terms Subject to Final Court Approval. All amounts and procedures
22 described in this Settlement Agreement herein will be subject to final Court approval.

23 18. Cooperation and Execution of Necessary Documents. All Parties will
24 cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate
25 the terms of this Settlement Agreement.

26 19. Confidentiality. Neither Plaintiff nor Plaintiff's Counsel shall issue any
27 press release or announcement of any kind related in any way to the Settlement. Plaintiff and
28 Plaintiff's Counsel agree that, prior to Preliminary Approval of the Settlement, they will keep the

1 terms of this Settlement confidential except for purposes of communicating with Plaintiff only.
2 Plaintiff shall be informed that the Settlement is confidential and shall be advised to keep the
3 Settlement confidential. From and after Preliminary Approval of the Settlement, the Class
4 Members (including Plaintiff and Class Counsel) may: (1) as required by law; (2) as required
5 under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as
6 Class Counsel, comment regarding the specific terms of the Settlement. In all other cases,
7 Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement,
8 whether oral, written or electronic (including the world wide web), to say the Class Action has
9 been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms.
10 Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to
11 faithfully discharge their duties as Class Counsel, including but not limited to, communicating
12 with Class Members regarding the Settlement. This Settlement shall not be advertised or
13 mentioned on any source, including Plaintiff's Counsels' personal or firm website(s).

14 The parties stipulate and agree, pursuant to California Code of Civil Procedure
15 section 583.330(a), to extend the time within which this action must be brought to trial pursuant to
16 Code of Civil Procedure sections 583.310 through 583.360, by that period of time from
17 Preliminary Approval to the date of Final Approval or upon written notice from either party of an
18 intent to resume litigation, and that said period of time shall not be included in the computation of
19 the five-year period specified in Code of Civil Procedure section 583.310.

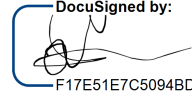
20 20. Binding Agreement. The Parties warrant that they understand and have full
21 authority to enter into this Settlement, intend that this Settlement Agreement will be fully
22 enforceable and binding on all Parties, and agree that it will be admissible and subject to
23 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
24 provisions that otherwise might apply under federal or state law. Plaintiff, and not their respective
25 representative(s), must personally execute this Settlement Agreement.

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27 *The Settlement Agreement consists of 31 pages with signatures appearing below.*
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**PLAINTIFF ALICIA DE HARO, individually
on behalf of herself and on behalf of the other
Plaintiffs**

Dated: octubre 6, 2022

DocuSigned by:

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Plaintiff Alicia De Haro

HARVEST FARMS, INC.

Dated: _____

Please Print Name of Authorized Signatory

VFORCE, INC.

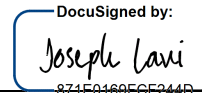
Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

LAVI & EBRAHIMIAN, LLP

Dated: october 6, 2022

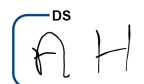
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Attorneys for Plaintiff Alicia De Haro

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

Dated: _____

Jason W. Kearnaghan
Attorneys for Defendant Harvest Farms, Inc.



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PLAINTIFF ALICIA DE HARO, individually
on behalf of herself and on behalf of the other
Plaintiffs

Dated: _____

Plaintiff Alicia De Haro

HARVEST FARMS, INC.

Dated: _____

Please Print Name of Authorized Signatory

VFORCE, INC.

Dated: 9/28/2022

DocuSigned by:
Mark Nobili
1B612AD2953D4B6

Mark Nobili

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

LAVI & EBRAHIMIAN, LLP

Dated: _____

Attorneys for Plaintiff Alicia De Haro

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

Dated: _____

Jason W. Kearnaghan
Attorneys for Defendant Harvest Farms, Inc.

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2
3 **PLAINTIFF ALICIA DE HARO**, individually
4 on behalf of herself and on behalf of the other
5 Plaintiffs

6 Dated: _____

Plaintiff Alicia De Haro

7
8 **HARVEST FARMS, INC.**

Scott Salmon

9 Dated: 9-29-22

10 C. Scott Salmon
11 Please Print Name of Authorized Signatory

12
13 **VFORCE, INC.**

14 Dated: _____

15
16 Please Print Name of Authorized Signatory

17
18
19 **APPROVED AS TO FORM**

20 **LAVI & EBRAHIMIAN, LLP**

21
22 Dated: _____

Attorneys for Plaintiff Alicia De Haro

23
24 **SHEPPARD, MULLIN, RICHTER &**
25 **HAMPTON LLP**

26 Dated: October 6, 2022



Jason W. Kearnaghan
Attorneys for Defendant Harvest Farms, Inc.

Exhibit 1

NOTICE OF CLASS ACTION SETTLEMENT

**(Alicia De Haro v. Harvest Farms, Inc., et al., Superior Court of the State of California,
County of Los Angeles, Case No. 20STCV12396)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payments is: \$<<__>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendants as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself from the Class Settlement but not the PAGA Settlement	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. You cannot opt out of the PAGA portion of the proposed Settlement. You will still receive an Individual PAGA Payment and release the PAGA Released Claims if you are an Aggrieved Employee (described below). Instructions are set forth in Section 7 below.
Object to the Class Settlement but You cannot Object to the PAGA Settlement	If you do not exclude yourself from the settlement, you may write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.
You Can Participate in the _____ Final Approval Hearing	The Court's final Approval Hearing is scheduled to take place on [DATE]. 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. Class Members can verbally object to the Settlement at the Final Approval Hearing.
You Can Challenge the Calculation of your Workweeks	The Amount of your Individual Settlement Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many workweeks you worked during the PAGA Period, respectively. If you disagree with the information in section 5 below, you must challenge it by [Response Deadline].

HARVEST FARMS, INC. and VFORCE, INC. will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Los Angeles (the “Court”) has been reached between Plaintiff Alicia De Haro (“Plaintiff”) and Defendants Harvest Farms, Inc. and VForce, Inc. (“Defendants”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Settlement Class, which is defined as:

All current and former non-exempt employees of Defendants employed in California at any time during the Class Period.

The Class Period is the period of time from March 27, 2016 through March 1, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On March 27, 2020, Plaintiff filed a class action complaint against Defendants for alleged violations of the California Labor Code in Los Angeles County Superior Court, Case No. 20STCV12396. On February 20, 2020, Plaintiffs filed a First Amended Complaint (“Action”).

On [Date], Plaintiff filed a First Amended Complaint in the Action which added a claim pursuant to the Private Attorneys General Act of 2004 (“PAGA”) as well as claims under the Fair Labor Standards Act. The First Amended Complaint alleges that Defendants failed to pay employees for all hours worked at the minimum wage and/or applicable overtime rates of pay; failed to overtime wages at the regular rate of pay for failing to include all remuneration; failure to provide meal periods and meal period premium wages; failure to provide rest periods and rest period premium wages; statutory penalties for failure to provide accurate wage statements; waiting time penalties in the form of continuation wages for failure to timely pay employee all earned and unpaid wages due upon separation of employment; applicable civil penalties; and civil penalties pursuant to the Private Attorneys General Act of 2004 (PAGA).

Thereafter, the Parties of the Action attended a full-day private mediation on November 5, 2021, with Jeff Krivis, Esq. where the Parties reached the Settlement described herein.

Defendants deny and dispute all of the claims asserted against them. Specifically, Defendants contend that Plaintiff and the Class Members were properly compensated for wages under California law and under the FLSA; that Defendants provided appropriate meal and rest breaks; that Defendants complied with California wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that the Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on [PRELIMINARY APPROVAL DATE]. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class

Representatives, and for Joseph Lavi, Vincent Granberry, and Melissa A. Huether of Lavi & Ebrahimi, LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Class Settlement Amount. Defendants have agreed to pay Four Hundred Seventy-Five Thousand Dollars (\$475,000) (the “Class Settlement Amount”) with no reversion to Defendants. The Class Settlement Amount includes all payments of Individual Settlement Payments to Class Members contemplated by the Settlement, Individual PAGA Payments to Aggrieved Employees, the Claims Administration Costs, Attorneys’ Fees and Costs to Class Counsel, and Enhancement Payment to Class Representative, and payment to the Labor and Workforce Development Agency (“LWDA”) for its share of the PAGA Settlement Amount. Any employer-side payroll taxes on the portion of the Individual Settlement Payments allocated to wages shall be separately paid by Defendants.

Defendants will fund the settlement approximately 90 calendar days after the Final Fairness Hearing. If your address changes, you are responsible for updating it with the Settlement Administrator at the phone number below.

Amounts to be Paid From the Class Settlement Amount. The Settlement provides for certain payments to be made from the Class Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Class Settlement Amount before Individual Settlement Payments are paid to Class Members who do not request exclusion:

- Claims Administration Costs. Payment to the Claims Administrator, not to exceed \$13,500, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Individual Settlement Payments and Individual PAGA Payments and tax forms, and handling inquiries and uncashed checks.
- Attorneys’ Fees and Costs to Class Counsel. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Class Settlement Amount, which is presently \$158,333.33 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Settlement Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Enhancement Payment. Plaintiff is requesting the Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A PAGA Settlement Amount of \$20,000 out of the Class Settlement Amount, which shall be allocated 75% (\$15,000) to the LWDA as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$5,000) (“Aggrieved Employees Amount”) will be distributed to the Aggrieved Employees on a *pro rata* basis based on their workweeks during the PAGA Period.

Calculation of Payments to Class Members. After all of the payments of the court-approved Enhancement Payment, the Attorneys’ Fees and Costs, the LWDA’s share of the PAGA Settlement

Amount, and the Claims Administration Costs are deducted from the Class Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Settlement Payments to the Class Members. The Net Settlement Amount is estimated to be approximately \$ [REDACTED], based upon the above proposed deductions. The Claims Administrator will calculate the total number of weeks worked (weeks in which at least one day was worked) by each Class Member (“Individual Class Workweeks”) and the total number of weeks worked by all Class Members (“Class Workweeks”) during the Class Period. To determine each Class Member’s Individual Settlement Payment, the Claims Administrator will use the following formula: Individual Settlement Payment = (Individual Class Workweeks ÷ Class Workweeks) × Net Settlement Amount.

Calculation of Payments to Aggrieved Employees. The Aggrieved Employees Amount will be distributed to Aggrieved Employees who were employed during the PAGA Period (i.e., PAGA Employees). The PAGA Period is from March 27, 2019 through March 1, 2022. The Claims Administrator will calculate the total number of weeks worked (weeks in which at least one day was worked) by each Aggrieved Employee (“Individual PAGA Workweeks”) and the total number of weeks worked by all Aggrieved Employees (“Total PAGA Workweeks”) during the PAGA Period. To determine each Aggrieved Employees Individual PAGA Payment, the Claims Administrator will use the following formula: Individual PAGA Payment = (Individual PAGA Workweeks ÷ Total PAGA Workweeks) × Aggrieved Employees Amount.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If you are a Aggrieved Employee you will receive an Individual PAGA Payment regardless of if you request exclusion from the Settlement. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. The Parties agree that the Individual Settlement Payments shall constitute one third wages (“wage portion”), one third penalties, and one third interest (“non-wage portion”). Each Individual PAGA Payment shall be treated as 100% penalties. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each individual are unique to him/her, and each individual may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Need to Promptly Cash Payment Checks. The front every check issued 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 money will be deposited with the California State Controller’s Office, Unclaimed Property Division in your name.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the date of the Effective Date and full funding of the Class Settlement Amount, all Class Members (including Plaintiff) who have not submitted a timely and

valid Request for Exclusion shall fully and finally release Released Parties of the Class Released Claims. The Class Released Claims include any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description alleged/asserted in the Operative Complaint, as amended, arising from or related to the facts and claims alleged/asserted in the Operative Complaint, as amended, or that were and/or could have been alleged/asserted in the Action based on the facts and claims alleged in the Operative Complaint, as amended, during the Class Period, and the facts and claims asserted in, arising from or related to, or could have been alleged in the PAGA letter dated March 27, 2020 which was sent to the LWDA on behalf of Alicia De Haro and other alleged aggrieved employees and which is identified on the LWDA's website as LWDA-CM-781109-20.

The Class Released Claims include any and all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; premiums or wages for missed/short/late/interrupted meal periods, rest periods, and recovery periods; the calculation of meal, rest and/or recovery period premium pay at the regular rate of pay (regular rate of compensation); failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to timely pay wages; failure to timely pay final wages; payment for all hours worked, including off-the-clock work, donning and doffing time, reporting time pay, on call pay, failure to provide accurate itemized wage statements; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; for civil and statutory penalties, including wage statement penalties, minimum wage penalties; attorneys' fees and costs; and unfair business practices related to the Class Released Claims. The Class Released Claims also include but are not limited to all such claims arising under: California Labor Code sections 201-203, 218, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1198.5, 2698 et seq., 2699 et seq., and 2699.3; all claims relating to the Class Released Claims under the California Business and Professions Code section 17200, et seq.; the Release shall also include all claims relating to the Class Released Claims under the applicable Wage Orders of the California Industrial Welfare Commission, to include but not be limited to, failure to provide accurate itemized wage statements, for civil and statutory penalties, including wage statement penalties. The Class Released Claims shall include those under the Fair Labor and Standards Act ("FLSA"), including those related to recordkeeping obligations, 29 U.S.C. §211(c); 29 C.F.R. §§ 516, 778.223, 778.315, et seq.; and all state and federal law equivalents arising from or related to the facts and claims alleged in the Operative Complaint, as amended, and/or that could have been alleged in the Operative Complaint, as amended, and/or LWDA letter; California Civil Code sections 3287, 3288, 3289; California Code of Civil Procedure § 1021.5; and the California common law of contract. This release excludes the release of claims not permitted by law.

PAGA Released Claims: As of the date of the Effective Date and full funding of the Class Settlement Amount, all Aggrieved Employees shall fully and finally release Released Parties of the PAGA Released Claims. The PAGA Released Claims include any and all claims for civil penalties, rights, demands, liabilities and causes of action of any nature or description alleged/asserted in the Action, arising from or related to the facts and claims alleged/asserted in the Action, or that could have been alleged/asserted in the Action based on the facts and claims alleged in the Action during the PAGA Period and the facts and claims asserted in, arising from

or related to, or could have been alleged in the PAGA letter dated March 27, 2020 which was sent to the LWDA on behalf of Alicia De Haro and other alleged aggrieved employees and which is identified on the LWDA's website as LWDA-CM-781109-20. The PAGA Released Claims include, but are not limited to, any and all claims for civil penalties for the following violations of the California Labor Code: for failure to pay the minimum wage rate of pay for all hours worked, failure to pay the applicable overtime rate of pay for all overtime hours worked, failure to provide meal periods, failure to authorize or permit rest periods, failure to maintain temperature providing reasonable comfort, failure to provide suitable seating, failure to provide accurate wage statements, failure to maintain accurate records, and failure to timely pay final wages. The PAGA Released Claims include but are not limited to all claims for civil penalties for violation of following California Labor Code sections: 201-203, 218, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, and 2699.3.

The "Released Parties" means Defendants and their respective parents, subsidiaries, affiliated companies (including but not limited to: Good Source Solutions, Inc.; Gold Star Foods, Inc.; GS Foods Group), past, present and future agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers (including but not limited to Vensure HR, Inc.), alter-egos, alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, clients and assigns and any and all persons/entities acting under, by, through or in concert with any of them.

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

5. How much will my payment be and can I challenge my workweeks?

Defendants' records reflect that you worked <<____>> workweeks for Defendants as an hourly non-exempt employee in California during the Class Period.

Based on this information, your estimated Individual Settlement Payment is <<____>>.

Defendants' records reflect that you [are/are not] a Aggrieved Employee. Defendants' records reflect that you have worked <<____>> workweeks as an hourly non-exempt employee in California during the PAGA Period.

Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than [Response Deadline]. You may submit your challenge via email, fax, or mail to the Settlement Administrator at the contact information in section 7 below.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Individual Settlement Payment and if applicable Individual PAGA Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: [redacted] (800) [redacted].

The Court will hold a Final Approval Hearing on [redacted], at [redacted] to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately one year after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for Released Class Claims.**

To opt out, you must mail, fax, or email to the Settlement Administrator, a written, signed and dated request to opt-out no later than [Response Deadline]. The request to opt-out must be received by the Settlement Administrator and must: (1) contain the name, address, and telephone number, of the person requesting exclusion; (2) be signed by the Class Member; and (4) be postmarked, emailed, or fax stamped by [Response Deadline] and returned to the Settlement Administrator at the specified address, email, or fax telephone number stated in the Class Notice.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period and the facts alleged in the Action.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after [Response Deadline], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the enhancement payments, either in writing or in person. Objections that are in writing should: (1) contain the name, address, and telephone number of the person objecting; (2)

be signed by the Class Member; (3) state the grounds on which the Class Member is objecting as well as any documents or evidence supporting his or her objection(s); and (4) be postmarked, emailed, or fax stamped by [Response Deadline] and returned to the Settlement Administrator at the specified address, email address, or fax telephone number stated in the Class Notice.

Alternatively, a Class Member may also appear at the Final Approval hearing (detailed below), either in person or through his or her own attorney, if he or she wishes to object to the Settlement.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment and Individual PAGA Payment.

The addresses for Parties' counsel are as follows:

Class Counsel:

Joseph Lavi, Esq. (SBN 209776)
Vincent Granberry, Esq. (SBN 276483)
Melissa A. Huether (SBN 316604)
LAVI & EBRAHIMIAN, LLP
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Counsel for Defendant Harvest Farms, Inc.:

Jason W. Kearnaghan, (SBN 207707)
Melissa M. Smith, (SBN 279467)
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**SHEPPARD, MULLIN, RICHTER &
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333 Hope Street, 43rd Floor
Los Angeles, California 90071

Counsel for Defendant VForce, Inc.:

Brad A. McDowell, (SBN 207142)
Andrea M. Close, (SBN 309324)
**SMITH, MCDOWELL, & POWELL, A
LAW CORPORATION**
100 Howe Avenue, Suite 208 South
Sacramento, CA 95825

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012, in Department SSC7 before Judge Lawrence Riff. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing remotely using the LA CourtConnect procedure at <https://www.lacourt.org/lacc/>. If the hearing is continued, notice will be posted on the Settlement Administrator's website at _____. In addition, hearing dates are posted on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 20STCV04732.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at [REDACTED].

This Notice summarizes the proposed settlement. You may also get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles and entering the Case No. 20STCV12396. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.