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ENTERPRISES, L.P.; SUNBERRY
GROWERS, LLC and CARLOS S. RAMIREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

E. SANCHEZ; J. TORRES; R. TRUJILLO; S.
REYES; S. NAVARRO; and M. RIO,
individually and acting in the interest of other
current and former employees,

Plaintiffs,

v.

RAMCO ENTERPRISES, L.P., a California
Limited Partnership; SUNBERRY
GROWERS, LLC, a California Limited
Liability Company; CARLOS S. RAMIREZ,
an individual; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 20CV02231

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT OF CLASS
ACTION CLAIMS**

Complaint filed: July 6, 2020
Trial date: March 15, 2022

IT IS HEREBY STIPULATED by and between Plaintiffs E. Sanchez; J. Torres; R. Trujillo; S. Reyes; S. Navarro; and M. Rio (collectively, "Plaintiffs"), by and through their counsel of record, and Defendants RAMCO ENTERPRISES, L.P., SUNBERRY GROWERS, LLC. And CARLOS S. RAMIREZ, ("Defendants"), by and through their counsel of record, as follows.

This Joint Stipulation and Settlement Agreement of Class Action Claims ("Stipulation of

Settlement” or “Settlement”) is made and entered into by and between Plaintiffs (the “Class Representatives”), individually and on behalf of all others similarly situated (“Plaintiffs”) and Defendants Ramco Enterprises, L.P., Sunberry Growers, LLC and Carlos Ramirez (“Defendants”) (Plaintiffs and Defendants shall collectively be referred to as the “Parties”).

THE PARTIES STIPULATE AND AGREE as set out herein.

DEFINITIONS

1. “Action” shall mean the lawsuit filed against Defendants on or about July 6, 2020 captioned “E. SANCHEZ; J. TORRES; R. TRUJILLO; S. REYES; S. NAVARRO; and M. RIO, individually and acting in the interest of other current and former employees, *Plaintiffs v. RAMCO ENTERPRISES, L.P., a California Limited Partnership; SUNBERRY GROWERS, LLC, a California Limited Liability Company; CARLOS S. RAMIREZ, an individual; and DOES 1 through 10, inclusive., Defendants*” in the Superior Court of the State of California for the County of Santa Barbara, Case No. 20CV02231. Subsequently, the case was removed to the United States District Court Central District of California on December 18, 2020 and designated Case No. 2:20-CV-11496-PSG-SK (“Federal Action”). Thereafter, the Parties stipulated to remand the Federal Action to this Court. The federal court granted the stipulation to remand on June 7, 2022.

2. “Aggrieved Employee” shall mean any person who was employed by Defendants and against whom one or more of the alleged Labor Code violations was committed, as set forth in California Labor Code section 2699(c), and as alleged in the “PAGA Claims.”

3. “Class Counsel” shall mean HUTKIN LAW FIRM, APC and JAMES H. CORDES AND ASSOCIATES.

4. “Class Members” shall mean all non-exempt current and former employees of Defendants in California who were paid hourly wages by Defendants. There are approximately 700 individual Class Members.

5. “Class Period” means July 6, 2016 through the date the Court grants preliminary approval of this Settlement.

6. “Class Representative” or “Plaintiffs” shall mean Plaintiffs E. SANCHEZ; J. TORRES; R. TRUJILLO; S. REYES; S. NAVARRO; and M. RIO, individually and acting in the interest of other current and former employees.

7. “Court” means the Superior Court of the State of California for the County of Santa Barbara.

8. “Court’s Final Order and Judgment” means the Final Order Approving Class Action Settlement and Judgment in a form to be agreed upon by the Parties and approved by the Court.

9. “Defendants’ Counsel” shall mean RAIMONDO | MILLER, ALC.

10. “Dispute” shall mean the Class Member’s dispute of the number of workweeks worked attributed to them during the Class Period.

11. “Effective Date” shall have the meaning ascribed to it in Paragraph 38, below.

12. “Final Approval Hearing” shall mean the hearing whereat the Court shall consider, without limitations, any timely objections to the Settlement from Class Members, testimony from the Parties or their counsel, declarations regarding the claims process from the Settlement Administrator, and otherwise make a final determination regarding the fairness of the Settlement as set forth herein.

13. “Individual Settlement Payment” will be the portion of the “Net Settlement Amount” payable to any “Settlement Class Member.”

14. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 42, below.

15. “Notice of Proposed Settlement” or “Notice” means the Notice of Pendency of Class Action, including a Spanish translation thereof, in substantially the form to be approved by the Parties and the Court.

16. “Notice Packet” shall include the Notice in substantially the form of the attached Exhibit A to be sent to the Class Members by the Settlement Administrator.

17. “Objection to Proposed Settlement” or “Objection” means a writing containing (1) full name and current address of the Objecting Class Member; (2) the specific reason(s) for the objection; and (3) shall also provide any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court.

1 18. "PAGA" shall mean the California Labor Code Private Attorneys General Act, Labor Code
2 sections 2698, *et seq.*

3 19. "PAGA Claims" are those arising under the California Private Attorneys General Act of
4 2004, California Labor Code section 2698, *et. seq.*

5 20. "Parties" shall refer to the Plaintiffs and Defendants, each of whom is a "Party".

6 21. "Released Parties" collectively means Defendants and Defendants' past, present and future
7 parents, subsidiaries and affiliates, predecessors, successors, assigns, partners, managers, agents,
8 attorneys, and employees.

9 22. "Request for Exclusion" means a writing containing the full name, signature, address, and
10 telephone number of the Class Member together with a written statement requesting to be excluded from
11 the Settlement.

12 23. "Service Payment" shall mean the service payment made to Plaintiffs in their capacity as
13 Class Representatives, which sum is over and above their pro-rata share as a class member. Defendants
14 agree not to oppose Plaintiffs' request for these enhancement payments.

15 24. "Settlement" or "Stipulation of Settlement" means this Joint Stipulation of Settlement of
16 Class Action Claims.

17 25. "Settlement Administrator" means ILYM Group or CPT Group.

18 26. "Settlement Class Members" means individual "Class Members" who did not opt-out of
19 the Settlement by submitting a valid Request for Exclusion as described in Paragraph 55.

20 27. "Settlement Fund" refers to Four Hundred Forty-Five Thousand Dollars (\$445,000.00),
21 which is the maximum amount that Defendants will pay pursuant to this Settlement, excluding
22 Defendants' share of payroll taxes, which shall be paid by Defendants separately and in addition to the
23 Settlement Fund. The Settlement Fund amount is based on Defendants' representation that there are
24 approximately 700 Class Members. If the number of Class Members increases by more than 10% of the
25 700 individuals, the Settlement Fund shall be increased by a pro-rata amount for those additional Class
26 Members above the 10% increase.

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RECITALS

28. This Action was filed against Defendants on July 6, 2020, which is the operative complaint (“Operative Complaint”). The Operative Complaint alleges the following causes of action: (1) violation of Labor Code §§ 1194, 1194.2, 1197 and 1197.1 regarding failure to pay minimum wage; (2) violation of Labor Code §§ 558, 1194, 1198 and Wage Order 14 regarding overtime wages; (3) violation of Labor Code §§ 201, 202, 203 regarding timely payment of final wages; (4) Failure to reimburse expenses § 2802; (5) violation of Labor Code §§ 226.7, 512 and Wage Order 14 regarding unpaid meal periods and premiums; (6) violation of Labor Code §§ 226.7 and Wage Order 14 regarding unpaid rest periods; (7) knowing violation of Labor Code § 226 regarding itemized wage statements; (8) violation of Labor Code § 204 regarding timely payment of all wages; (9) violation of Business and Professions Code § 17200 and (10) Violation of Labor Code §§ 2698 and 2699, the Private Attorney General Act (“PAGA”). Since the filing of the original complaint, the Parties have engaged in significant litigation and discovery, including extensive informal discovery

29. The Parties also engaged in various settlement processes, including a mediation with Laurie Saldana and another mediation before Central District Panel Mediator Louise Ann Fernandez, which ultimately led to this Settlement.

30. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims in the Action, and further deny that, for any purpose other than settling this lawsuit, this Action is appropriate for class action or representative treatment.

31. It is the Parties’ desire to fully, finally and forever settle, compromise and discharge all disputes and claims arising from or related to the allegations of this Action.

32. It is the Parties’ intention that this Stipulation of Settlement shall constitute a full and complete settlement and release of all Class Claims and all PAGA Claims against all Released Parties.

33. It is the Parties’ intention that this Settlement shall not become effective until the Court’s order approving the Settlement is final, and there is no further recourse by any Class Member or other party with standing to contest or appeal the Settlement.

34. Class Counsel has conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents and data, and has diligently pursued an investigation of claims of the members of the Class Members against Defendants and PAGA Claims. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants is fair, reasonable and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risks of significant delay, the class being certified, and the numerous defenses asserted by Defendants. Defendants and Defendants' Counsel also agree that the Settlement is fair and in the best interests of the Class Members. Counsel for the Parties further agree that the Settlement is fair, reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

35. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this settlement in accordance with the terms of this Stipulation of Settlement.

TERMS OF SETTLEMENT

36. In consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, to the terms herein.

37. It is agreed by and between Plaintiffs and Defendants that this case and any claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by Plaintiffs on behalf of themselves, the Settlement Class, and/or Aggrieved Employees arising out of the disputes which are the subject to this case, be settled and compromised, subject to the terms and conditions set forth in this Stipulation of Settlement and the Court's approval.

38. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred ("Effective Date"): (i) this Stipulation of Settlement has been executed by Plaintiffs, Defendants, Class Counsel and Defendants' Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment; and (v) only in the event there are written objections filed prior to the formal fairness hearing which are not later withdrawn, or timely intervention filed by a party with standing, the later of the

1 following events: (A) when the period for filing any appeal, writ or other appellate proceeding opposing
2 the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; (B)
3 when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally
4 and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ or other
5 appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further
6 remedies or relief. If the Court declines to approve the Settlement, the entire Stipulation of Settlement is
7 deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations,
8 statements and proceedings and data relating thereto shall be protected by California Evidence Code
9 section 1152 and shall be without prejudice to the rights of any of the Parties.

10 39. Settlement Amount: To implement the terms of this Settlement, Defendants agrees to pay a
11 maximum total payment of Four Hundred Forty-Five Thousand Dollars and Zero Cents (\$445,000.00)
12 ("Settlement Fund"), which includes payments to Settlement Class Members (excluding any appropriate
13 and lawfully required employer-side payroll taxes owed by Defendants on such payments which
14 Defendants shall be separately responsible for apart from the Settlement Fund), Service Payment to the
15 Class Representative, the payment to the California Labor & Workforce Development Agency
16 ("LWDA"), the Settlement Administrator's fees and costs, approved attorneys' fees and litigation costs,
17 and any other payments provided by this Settlement. Except as otherwise specified herein, Defendants
18 shall not be required to pay any additional monies beyond the amount of the Settlement Fund. Further,
19 under no circumstances whatsoever shall any portion of the Settlement Fund revert to Defendants, and any
20 amount of the Settlement Fund not required to pay the above referenced costs shall be paid to the
21 Settlement Class Members on a pro rata basis according to the formula contained herein.

22 40. Funding of Settlement Amount: The Settlement Fund shall be funded by Defendants in
23 accordance with the following schedule and instructions:

24 41. Four Hundred Forty-Five Thousand Dollars (\$445,000.00) shall be paid by Defendants to
25 ILYM Group or CPT Group within 10 calendar days after the entry of a final, non-appealable order
26 approving this Settlement.

42. Allocation of Settlement Fund: The Parties agree the Settlement Fund, subject to Court approval, shall be allocated as follows: After the deduction of the amounts awarded for the PAGA award to the LWDA, attorneys' fees and costs, class representative service payment, and claims administration costs, the balance shall be allocated to the Settlement Class Members (the "Net Settlement Amount").

a. This amount shall be divided among the Settlement Class Members on a pro-rata basis, based upon the total number of workweeks worked by each such Settlement Class Member during the Class Period (including partial weeks) based on: (1) each Settlement Class Member's total number of workweeks worked during the Class Period; (2) divided by the aggregate number of total number of workweeks worked during the Class Period for all Settlement Class Members; (3) multiplied by the value of the total Net Settlement Amount. Each Settlement Class Member's respective number of applicable workweeks worked (including partial weeks) and estimated share of the Net Settlement Amount shall be identified on the Notice.

b. The Parties agree that Settlement Class Members may dispute the basis for determining their share of the settlement by submitting a Dispute to the Settlement Administrator within forty-five (45) days of the mailing of the Notice Packet, and, Defendants' records shall presumptively control unless the Settlement Class Member can produce documentation evidence of other work weeks worked during the relevant time period (including partial weeks). Upon the submission of such evidence, the Settlement Administrator will make a determination as to any such dispute, which shall be final and binding.

c. Twenty percent (20%) of the Individual Settlement Payment shall be classified as wages, and the remaining eighty percent (80%) shall be classified as penalties and interest.

d. Within ten (10) calendar days of the transfer to the Settlement Administrator of the portion of the Settlement Fund sufficient to pay the Net Settlement Amount, and only upon the Effective Date being met, the Settlement Administrator shall issue to each Settlement Class Member his/her Individual Settlement Payment (the "Distribution").

e. Settlement Class Members shall have one-hundred eighty (180) days from the date of issuance of the Distribution to negotiate the check. Any Distribution not cashed within 180 days of the Distribution, shall be distributed to the *cy pres* recipient selected by Plaintiffs in accordance with California Code of Civil Procedure section 384, after all payments for the Settlement Administrator's fees and expenses, Plaintiffs' Service Payment, Class Counsel's attorneys' fees and costs, and PAGA Award to the LWDA have been fully paid.

43. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual Settlement Payments shall be deemed to be income solely in the year in which such payments are actually received by the Settlement Class Members. It is expressly understood and agreed that the receipt of such Individual Settlement Payment will not entitle any Settlement Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place (including, but not limited to, health and welfare benefits) during the period covered by the Settlement, nor will it entitle any Settlement Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the Individual Settlement Payments provided for in this Agreement are the sole payments to be made by Defendants to the Settlement Class Members in connection with this Settlement, and that the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received the payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

i. Settlement Administrator: The Settlement Administrator shall be ILYM Group or CPT Group (the “Settlement Administrator”). The Settlement Administrator will maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the claims process. The fees and expenses of the Settlement Administrator, which is currently estimated at approximately _____ Dollars and Zero Cents (\$ _____), shall be paid through the Settlement Fund. The fees and expenses of the Settlement Administrator shall be paid to the Settlement Administrator pursuant to Class Counsel’s instructions, after payment of the Distribution, and only upon sufficient amounts of the Settlement Fund received by the Settlement Administrator to cover such fees and expenses.

44. Attorneys’ Fees and Attorneys’ Costs: Subject to the Court’s approval, Class Counsel shall be allowed to seek its reasonable attorneys’ fees and litigation costs. Defendants will not object to Class Counsel’s application for attorneys’ fees and costs. The amount sought by Class Counsel will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in the future in connection with the approval by the Court of this Stipulation of Settlement, and the administration of the Settlement. Should the Court approve a lesser amount of attorneys’ fees and/or attorneys’ costs, Class Counsel will not be entitled to further fees or costs from Defendants if it elects to appeal any reduction in the requested fee or cost award. Class Counsel’s attorney fees and costs shall be paid to Class Counsel pursuant to Class Counsel’s instructions, after payment of the Distribution, and only upon sufficient amounts of the Settlement Fund received by the Settlement Administrator to cover such fees and costs of Class Counsel.

45. Class Representatives: Subject to the Court’s approval, Defendants further agrees to pay within fifteen (15) calendar days after the Effective Date each Class Representative a Service Payment up to a maximum of Ten Thousand Dollars and Zero Cents (\$10,000) for reimbursement for their service as Class Representatives. Defendants will not object to Class Counsel’s application for Court approval of a

1 Service Payment to the Class Representatives. It is understood that the Service Payment is in addition to
2 any claimed Individual Settlement Payment to which Plaintiffs are entitled. The Service Payment shall be
3 paid to the Class Representatives pursuant to Class Counsel's instructions, after payment of the
4 Distribution, and only upon sufficient amounts of the Settlement Fund received by the Settlement
5 Administrator to cover such Service Payment.

6 46. PAGA Award: Subject to the Court's Approval, up to a maximum of \$20,000.00 Dollars
7 and Zero Cents (\$20,000) shall be allocated to the PAGA Claims. Fifteen Thousand Dollars and Zero
8 Cents (\$15,000), representing 75% of the penalties paid pursuant to the PAGA, shall be paid to the LWDA.
9 Five Thousand Dollars and Zero Cents (\$5,000), representing 25% of the penalties paid pursuant to the
10 PAGA, shall be reallocated into the Net Settlement Amount. The PAGA Award to the LWDA shall be
11 paid to the LWDA pursuant to Class Counsel's instructions, after payments for the Settlement
12 Administrator's fees and expenses, Plaintiffs' Service Payment, Class Counsel's attorneys' fees and costs,
13 have been fully paid, and only upon sufficient amounts of the Settlement Fund received by the Settlement
14 Administrator to cover such PAGA Award to the LWDA. The PAGA Award shall constitute a complete
15 payment of PAGA penalties for the PAGA Claims that could have been brought in this action by Plaintiffs
16 on behalf of Aggrieved Employees and shall fully and finally resolve all PAGA Claims of all Aggrieved
17 Employees.

18 47. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments and
19 withholding all required state and federal taxes in accordance with this Stipulation of Settlement. The
20 Settlement Administrator will issue IRS Forms W-2 with respect to the amounts paid as wages to the
21 Settlement Class Members, and IRS Forms 1099 with respect to the amounts paid as interest and penalties
22 to the Settlement Class Members. The Settlement Administrator will also issue IRS Forms 1099 to: (1)
23 Plaintiffs for the Service Payment for their service as Class Representatives; and (2) Class Counsel for the
24 amount paid for approved fees and costs. The Settlement Administrator will be responsible for preparing
25 these forms correctly. The Settlement Administrator shall also be responsible for submitting Defendants'
26 share of payroll taxes to the appropriate government agencies on behalf of Defendants. Plaintiffs and Class
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Counsel will be responsible for correctly characterizing their respective allocated portions for tax purposes and for paying any taxes on the amounts received.

48. Indemnification: Plaintiffs and Class Counsel acknowledge and agree that they are and will be responsible for the payment of any and all federal, state, and local taxes or penalties associated with their respective allocated portions of the payments described herein, and agree to indemnify, defend, and hold the Released Parties harmless from any and all claims by any federal, state, or local taxing authority that Plaintiffs or Class Counsel failed to pay or underpaid their shares of taxes associated with the payments set forth in this Agreement. The Parties acknowledge and agree that Class Counsel is not responsible for the payment of any or all federal, state, and local taxes or penalties associated with payments to Plaintiffs and Settlement Class Members, and further acknowledge and agree that Class Counsel does not agree to indemnify, defend, or hold the Released Parties harmless from any and all claims by any federal, state, or local taxing authority that Plaintiffs or Class Members failed to pay or underpaid their or his or her share of taxes associated with the payments set forth in this Agreement.

NOTICE TO THE SETTLEMENT CLASSES

49. Within fourteen (14) calendar days of preliminary approval of this Settlement by the Court, Defendants shall provide to the Settlement Administrator a Class Member List, consisting of the names, last known addresses, social security numbers, and the total number of weeks worked by each Class Member during the Class Period.

50. The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards for any personally identifiable information (“PII”), which it receives from Defendants’ Counsel and/or Class Counsel; (2) not disclose the PII to third parties, including agents or subcontractors, without Defendants’ consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement Administrator may provide notice to both parties if the PII is subject to unauthorized access, use, disclosure, modification or destruction; however, all additional

communications from the Settlement Administrator regarding the scope, circumstances, and substance shall be communicated solely to Defendants.

51. The Settlement Administrator shall send a Notice Packet to each Class Member by first class mail within ten (10) calendar days of receipt of the Class Member List pursuant to Paragraph 49. Prior to mailing the Notice Packet, the Settlement Administrator shall update the addresses of the Class Members by reference to the National Change of Address Database maintained by the United States Postal Service. If a Notice Packet is returned as non-deliverable but with a forwarding address, the Settlement Administrator shall resend the Notice Packet to the forwarding address. If a Notice Packet is returned as non-deliverable with no forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current address of the person to whom the Notice Packet was addressed, and shall resend within five (5) calendar days the Notice Packet to any updated address. Upon completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the Notice Packet to the affected Class Members.

52. The Settlement Administrator shall provide to the Court, concurrently with Plaintiffs' Motion for Final Approval, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice Packets.

53. The Settlement Administrator shall also be responsible for:

- a. Mailing the Notice Packet as directed by the Court;
- b. Consulting with counsel for the Parties concerning any relevant issue, including (without limitation) the estimated amounts of approximate Individual Settlement Payments, and the acceptance of any late or deficient Dispute Forms;
- c. Keeping track of timely and proper Requests for Exclusion;
- d. Calculation and distribution of Individual Settlement Payments and payment to the LWDA;
- e. Providing weekly status reports to counsel for the Parties, including: (a) the number of Notices mailed; (b) the number of Dispute Forms received (and

1 sending copies of said Dispute Forms); (c) the number of Objections received;
2 and, (d) the number of Requests for Exclusion received.

- 3 f. Notifying Counsel for Defendants of the wiring instructions to fund the
4 Settlement Amount as approved by the Court;
- 5 g. Distributing and paying the Individual Settlement Payments, payment to the
6 LWDA, the Service Payment to Plaintiffs, and fees and costs awarded to Class
7 Counsel;
- 8 h. Issuing tax forms and addressing employer and employee-side payroll taxes
9 as described in Paragraph 47; and,
- 10 i. Such other tasks as the Parties mutually agree or the Court orders the
11 Settlement Administrator to perform, including responding to questions from
12 Class Members.

13 **REQUESTS FOR EXCLUSION**

14 54. Each Class Member shall have forty-five (45) calendar days from the mailing of the Notice
15 Packet within which to complete and postmark a Request for Exclusion, for return to the Settlement
16 Administrator. No Requests for Exclusion shall be accepted if postmarked after the forty-five (45)
17 calendar day period for the filing of exclusions. Class Members are responsible to maintain a photocopy
18 of their Request for Exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding
19 the timeliness of a Request for Exclusion or whether a written communication constitutes a valid request
20 that cannot be resolved between the Parties shall be determined by the Court, whose determination shall
21 be final.

22 55. Any Class Member who validly excludes him/herself from this Settlement shall not be
23 bound by this Settlement Agreement and shall not be entitled to any portion of the Net Settlement
24 Amount.

25 56. If ten percent (10%) or more of the Class Members opt out of the Settlement by submitting
26 valid and timely Requests for Exclusion, Defendants shall have the right in their sole discretion to rescind
27 and void the Parties' Settlement at any time before final approval by the Court, by providing written
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notice to Class Counsel at least twenty (20) business days prior to the final fairness hearing, provided the Settlement Administrator has previously furnished Defendants with the number and percentage of valid and timely Requests for Exclusion. If Defendants exercise this option, Defendants shall pay all costs of administration incurred up to that date.

OBJECTIONS TO THE SETTLEMENT

57. Each Class Member shall have forty-five (45) calendar days from the mailing of the Notice Packet, or such number of days as the Court shall specify, within which to postmark an Objection, for return to the Settlement Administrator. Any Class Member wishing to object to the approval of this settlement (“Objecting Class Member”) shall inform the Court and the Parties of (1) full name and current address of the Objecting Class Member; and (2) the specific reason(s) for the objection; and shall also provide any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court.

58. Any Class Member who fails to timely submit an Objection shall be foreclosed from making any objection to this settlement or from filing an appeal to the Court’s Final Order and Judgment unless otherwise ordered by the Court.

59. Counsel for the Parties shall file any response to the Objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

60. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Objections to the Settlement or to appeal from the Court’s Final Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

RELEASE BY THE SETTLEMENT CLASS MEMBERS, CLASS REPRESENTATIVE, AND AGGRIEVED EMPLOYEES

61. Upon the Effective Date, and except as to such rights or claims as may be created by this Stipulation of Settlement, each Settlement Class Member and the Class Representative fully releases and discharges the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, and/or actions of any nature that accrued during the

1 Class Period for any claims arising from or related to the Class Claims under any federal, state, or local
2 law based on violations of Labor Code sections 201-204, 207-210, 216, 218, 218.6, 221, 223, 225.5, 226,
3 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199, and 2802 (“Class Released Claims”), and the
4 Aggrieved Employees fully release and discharge the Released Parties from any and all any claims
5 pursuant to PAGA based on violations of Labor Code sections 201-204, 207-210, 216, 218, 218.6, 221,
6 223, 225.5, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199, and 2802.

7 62. With respect and limited to solely the Class Released Claims, all Settlement Class
8 Members further waive their rights afforded by California Civil Code section 1542, which provides:

9 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
10 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
11 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE**
12 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
13 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE**
14 **RELEASED PARTY.**

15 63. Upon the Effective Date, and as a condition of receiving any portion of her Class
16 Representative Service Payment, Plaintiffs, for themselves only, agree to the additional following
17 General Release: In consideration of Defendants’ promises and agreements as set forth herein, Plaintiffs
18 hereby fully release the Released Parties from any and all Released Claims and also generally releases
19 and discharges the Released Parties from any and all claims, demands, obligations, causes of action,
20 rights, or liabilities of any kind which have been or could have been asserted against the Released Parties
21 arising out of or relating to Plaintiffs’ employment by Defendants or termination thereof, including but
22 not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment
23 or wrongful termination of employment. This release specifically includes any and all claims, demands,
24 obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and
25 costs (except provided by this Agreement) relating to or in any way connected with her employment with
26 Released Parties and the matters referred to herein, whether or not known or suspected to exist, and
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whether or not specifically or particularly described herein. Specifically, Plaintiffs waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASED PARTY.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

64. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in support of Plaintiffs' Motion for Preliminary Approval and determination by the Court as to whether the proposed Settlement is within the range of possible judicial approval. Promptly upon execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of an order substantially in the following form:

- a. Scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs and the Class Representative's Service Payment should be finally approved as fair, reasonable and adequate as to the Settlement Class Members;
 - b. Approving the Notice Packet;
 - c. Directing the mailing of the Notice Packet by first class mail to the Class Members;
- and
- d. Preliminarily approving the Settlement subject only to the objections of the Class Members and final review by the Court.

DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL

Following final approval by the Court of the settlement provided for in this Stipulation of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in approximately the following form: Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions including the approval of Class

Counsel's application for an award of attorneys' fees and costs and the Service Payment to the Class Representative.

PARTIES' AUTHORITY

65. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

66. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including, but not limited to, execution of such documents and taking of such action as reasonable may be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

67. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Class Members from filing Requests for Exclusion.

NO PRIOR ASSIGNMENTS

68. The Parties and their respective counsel represent, covenant and warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

NO ADMISSION

69. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendants. Each of the parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

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NOTICES

71. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

NOTICES

To Plaintiffs, the Settlement Class and Class Counsel:

Allen K. Hutkin
HUTKIN LAW FIRM, APC
1220 Marsh Street
San Luis Obispo, CA 93401

And

James H. Cordes
Angelica J. Caro
James H. Cordes and Associates
831 State Street, Suite 205
Santa Barbara, CA 93101

To Defendants and Defendants' Counsel:

James D. Miller
RAIMONDO | MILLER, ALC
P.O. Box 28100
Fresno, CA 93729

CONSTRUCTION

72. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

73. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

74. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

75. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

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1 BINDING ON ASSIGNS

2 76. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties
3 hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

4 CLASS MEMBER SIGNATORIES

5 77. It is agreed that because the Settlement Class Members are so numerous, it is impossible
6 or impractical to have each member execute this Stipulation of Settlement. The Notice of Pendency of
7 Class Action and Proposed Settlement, to be approved by the Parties and the Court, will advise the
8 Settlement Class of the binding nature of the release, and the release shall have the same force and effect
9 as if this Stipulation of Settlement were executed by each member.

10 COUNTERPARTS

11 78. This Stipulation of Settlement may be executed in counterparts and by facsimile
12 signatures, and when each party has signed and delivered at least one such counterpart, each counterpart
13 shall be deemed an original and, when taken together with other signed counterparts, shall constitute one
14 Stipulation of Settlement binding upon and effective as to all parties.

15 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
16 Stipulation of Settlement and Release between Plaintiffs and Defendants as of the date(s) set forth below:

17
18 Dated: E. SANCHEZ

19 By: _____
20 E. SANCHEZ, Plaintiff and Class Representative

21
22 Dated: J. TORRES

23 8-15-2022

24 By: Jose Ramon Zamudio
J. TORRES, Plaintiff and Class Representative

25 Dated: R. TRUJILLO

26 8-15-2022

27 By: Rafael Lopez T
R. TRUJILLO, Plaintiff and Class Representative

1 Dated:

S. REYES

2

By:

S. REYES, Plaintiff and Class Representative

3

4

5 Dated:

S. NAVARRO

6

By:

S. NAVARRO, Plaintiff and Class Representative

7

8

9 Dated:

M. RIO

8/15/2022

By:

MARIO OVALLE R
M. RIO, Plaintiff and Class Representative

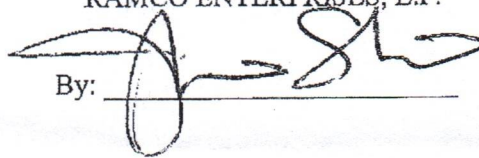
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11 Dated:

RAMCO ENTERPRISES, L.P.

12

By:



13

14

15 Dated:

SUNBERRY GROWERS, LLC

16

By:



17

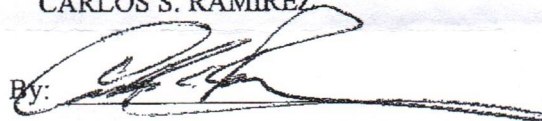
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19 Dated:

CARLOS S. RAMIREZ

20

By:



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22

APPROVED AS TO FORM

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Dated:

HUTKING LAW FIRM

25

By:

Attorneys for Plaintiffs and Settlement Class

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27

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1 Dated:

S. REYES

Salvador tamayo

2

3

By: S. REYES, Plaintiff and Class Representative

4

5 Dated:

S. NAVARRO

Salvador tamayo N

6

7

By: S. NAVARRO, Plaintiff and Class Representative

8

9 Dated:

M. RIO

10

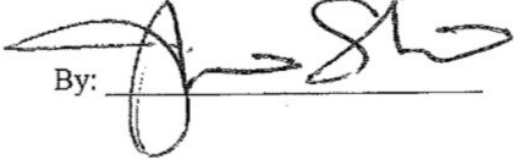
By: M. RIO, Plaintiff and Class Representative

11

12 Dated:

RAMCO ENTERPRISES, L.P.

13

By: 

14

15 Dated:

SUNBERRY GROWERS, LLC

16

By: 

17

18 Dated:

CARLOS S. RAMIREZ

19

By: 

20

21

22 APPROVED AS TO FORM

23

24 Dated:

HUTKING LAW FIRM

25

By: Angelica C
Attorneys for Plaintiffs and Settlement Class

26

27

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1 Dated: 8/11/2022

RAIMONDO | MILLER, ALC

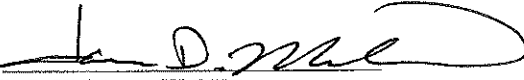
2
3 By: 
4 JAMES D. MILLER
5 Attorneys for Defendants RAMCO ENTERPRISES,
6 L.P., SUNBERRY GROWERS, LLC and CARLOS
7 RAMIREZ
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Exhibit A

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND FINAL HEARING

E. Sanchez et. al v. Ramco Enterprises, L.P. et al
Santa Barbara Superior Court Case No. 20CV02231

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

A California court authorized this notice. This is not a solicitation from a lawyer.

- A proposed settlement (“Settlement”) has been reached in the class action lawsuit entitled *E. Sanchez et. al. v. Ramco Enterprises, L.P. et al.*, Santa Barbara Superior Court Case No. 20CV02231. The purpose of this Notice of Pendency of Class Action Settlement (“Notice”) is to briefly describe the case and inform you of your rights and options in connection with the proposed Settlement.
- The proposed Settlement will provide \$445,000.00 to resolve the claims of all non-exempt current and former employees employed by Defendants Ramco Enterprises, L.P., Sunberry Growers, LLC, and Carlos S. Ramirez (“Defendants”) in the state of California who were paid hourly wages between July 6, 2016 and ending [Date of Prelim Approval] (“the Settlement Class”).
- The Settlement resolves a lawsuit over whether Defendants failed to pay all regular and overtime wages due, failed to provide meal and rest periods, failed to timely pay all wages due at the separation, failed to reimburse expenses, failed to issue accurate wage statements, violated Business and Professions Code §17200, and violated the Private Attorney General Act, Labor Code §2699 *et seq.* (“PAGA”). Plaintiffs sought to represent all non-exempt current and former employees employed by Defendants in the state of California who were paid hourly wages between July 6, 2016 and [Date of Prelim Approval].
- Lawyers for the Settlement Class will ask the Court to award them up to \$148,000.00 as attorneys’ fees and up to \$10,000.00 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendants deny liability on all of Plaintiffs’ claims. The claims of Plaintiffs and the Class have been settled. The Court has determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the final hearing.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

AS A CLASSMEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT AWARD UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If you move, you must notify the Settlement Administrator of your new address. You will also give up rights to pursue a separate legal action against Defendants, as explained in this Notice.
Exclude Yourself From the Settlement Class	Get no payment. By choosing this option, you may pursue your own claims against Defendants, with the exception of a PAGA claim, as explained below. To exclude yourself from the settlement class, you must do so in writing, and you will not receive any benefits under the Settlement. However, if you receive and cash a settlement payment, you will also give up your right to pursue a separate legal action against Defendants, as explained in this Notice.
Object	Advise the Settlement Administrator or Court of any objection you have to the Settlement and the basis therefor.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On July 6, 2020, Plaintiffs E. Sanchez, J. Torres, R. Trujillo, S. Reyes, S. Navarro, and M. Rios filed a Complaint on behalf of themselves and all other similarly situated employees against Defendants entitled *E. Sanchez et. al. v. Ramco Enterprises, L.P. et al.*, Case No. 20CV02231 in the Santa Barbara Superior Court (“the Action”).

In the Complaint, Plaintiffs allege that Defendants did not pay hourly wage employees of Defendants for all hours worked, including overtime hours; did not provide meal and rest breaks required by law; failed to pay all wages at separation of employment, failed to reimburse all work expenses, issued incomplete and inaccurate wage statements; and failed to timely pay all wages.

Defendants deny all of the material allegations in the Lawsuit and are confident it has strong legal and factual defenses to the claims. Defendants recognize, however, the risks, distractions, and

costs associated with litigation. Defendants nonetheless have always and continue to contend its conduct is and has been lawful at all times relevant, and that Plaintiffs' claims do not have merit and do not meet the requirements for class certification.

The lawyers for Plaintiffs are:

James H. Cordes, Esq. <i>jim@jamescordes.com</i> Angelica J. Caro, Esq. <i>ajc@jamescordes.com</i> James H. Cordes and Associates 831 State Street, Suite 205 Santa Barbara, CA 93101 (805) 965-6800 Fax: (805) 965-5556	Allen K. Hutkin, Esq. <i>ahutkin@hutkinlaw.com</i> HUTKIN LAW FIRM 1220 Marsh Street San Luis Obispo, CA 93401 (805) 544-1500 Fax: (805) 544-1532
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These lawyers are called "Class Counsel." Class Counsel is experienced in handling similar cases.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses. Plaintiffs believe they would have prevailed on their claims at a trial. Defendants do not believe Plaintiffs would have won anything from a trial, and are confident in their factual and legal defenses in the case. Both sides nonetheless agreed to a settlement to avoid the costs, risks, and uncertainty of a trial. The Parties and their attorneys think the settlement is fair, reasonable and adequate and in the best interests of all Class members.

B. Who is in the Settlement Class?

For settlement purposes only, the Settlement encompasses a class composed of all non-exempt current and former employees employed by Defendants Ramco Enterprises, L.P., Sunberry Growers, LLC, and Carlos S. Ramirez ("Defendants") in the state of California who were paid hourly wages between July 6, 2016 and [Date of Prelim Approval].

C. What does the Settlement provide?

1. Gross Settlement Amount.

Subject to final Court approval, Defendant will pay \$445,000.00 (the "Maximum Settlement Amount") to settle the Lawsuit. The following sums will be paid from the Maximum Settlement Amount: (1) Class Counsel's attorneys' fees of up to \$148,000.00, (2) Class Counsel's costs of up to \$10,000.00 (3) Incentive Award to Plaintiffs of up to \$10,000.00, (4) \$20,000.00 attributed to PAGA and distributed (a) 75% of that amount (\$15,000.00) being paid to the State of California, LWDA, as required by law, and (b) 25% (\$5,000.00) being paid to the participating Class Members, and (5) Settlement Administration Costs of up to \$10,000.00.

2. *Individual Payment Amount.*

After deduction from the Maximum Settlement Amount for: (1) Class Counsel's attorneys' fees, (2) Class Counsel's costs, (3) Incentive Awards to Plaintiffs, and (4) PAGA payments to the LWDA, and (5) Settlement Administration Costs, there will be a "Net Settlement Amount." Your share of the Net Settlement Amount will be determined by the formula detailed in section E below.

D. What are you giving up to receive a payment and stay in the Class?

If the proposed Settlement is approved by the Court, a judgment will be entered such that each Class Member who has not submitted a timely and valid Request for Exclusion fully releases and discharges Defendant from the Released Claims.

Defendants are defined as Ramco Enterprises, L.P., Sunberry Growers, LLC, and Carlos S. Ramirez, and each of their past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, members, attorneys, parents, subsidiaries, equity sponsors, owners (whether direct or indirect), spouses, general partners, limited partners, ground lessors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, temporary staffing agencies, any alleged single/joint enterprise, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and any person and/or entity 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, shareholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons/entities acting under, by, through or in concert with any of them, and each and all of them.

The Released Claims are defined as all claims asserted in the Action, arising from or related to the facts and claims alleged in the Action, or that could have been raised in the Action based on the facts and claims alleged. The Released Claims include all claims for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; premiums/wages for missed/short/late/interrupted meal periods and rest periods, including failure to pay wages/premiums at the regular rate of pay (and/or regular rate of compensation); non-compliant meal and rest periods; single employer/integrated enterprise; payment for all hours worked, including off-the-clock work; failure to pay sick leave, including at the regular rate of pay; wage statements; failure to keep accurate records; failure to reimburse business expenses; unlawful deductions; failure to timely pay wages; unfair business practices related to the Released Claims; penalties, including civil penalties, statutory penalties, record keeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the Released Claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 245, 246, 246.5, 247, 247.5, 248, 248.5, 249, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 1199, 2802, 2926, and 2927), the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004; California Business and Professions Code section 17200, et seq.; the FLSA, 29 U.S.C. § 201 et seq.; and federal common law from July 6, 2016 to [Date of Prelim Approval].

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

E. How is my share of the Settlement calculated?

Each participating claimant (those who do not opt out of the Settlement) shall receive an Individual Payment Amount, which is a share of the Net Settlement Amount. Based on Defendants' records, the Settlement Administrator will determine the number of workweeks worked by each participating claimant between July 6, 2016 and ending [Date of Prelim Approval].

The Net Settlement Amount shall be divided between all participating claimants based on the number of workweeks they worked for Defendants during the Class Period. The maximum amount that each participating claimant is entitled to receive is determined by multiplying the Net Settlement Amount by a ratio that is determined by dividing a participating claimant's total workweeks by the total number of workweeks of all participating claimants as expressed in the following formula:

Individual Settlement Payment	=	(Individual Workweeks) Class Workweeks)	X	Net Settlement Amount (inclusive of the weighted methodology detailed above)
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For tax purposes, 20% of each Individual Payment Amount shall be attributed to wages, for which an IRS Form W-2 shall be issued and all traditional withholdings shall be made, 80% of each Individual Payment Amount shall be attributed to non-wage penalties and interest, for which an IRS form 1099 shall be issued and no withholdings shall be made.

None of the Parties or attorneys make any representations regarding the tax consequences of the Settlement or your participation in it. Participating claimants should consult with a tax advisor of their choosing regarding the tax consequences of the Settlement.

According to the records of Defendants, you worked the following number of workweeks as hourly wage employees of Defendants in California beginning July 6, 2016 and ending [Date of Prelim Approval]: [_____]. Based on this number, your estimated Individual Payment Amount is estimated to be [_____]. This amount is subject to change based on the final ruling of the Court and the number of Class Members who request to be excluded from the settlement.

Please be advised that the number of workweeks listed above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the number of workweeks listed above, please submit an explanation and evidence of your proposed pay periods to the Settlement Administrator no later than [_____] or forty-five (45) days after this Notice was mailed to you, whichever is later. In the event of a dispute about the correct number of workweeks you worked, the Settlement Administrator will resolve the challenge with input from the Defendants and will make a final and binding determination without hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the "Final Settlement Hearing") on [_____] in Department SM-2 of the Santa Barbara County Superior Court, located at 312 East Cook Street, CA 93454. The Court will determine: (i)

whether the settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (ii) whether the Settlement Class Members should be bound by the terms of the settlement; (iii) the amount of the attorneys' fees and costs to be awarded to Plaintiffs' Attorneys; and (iv) the amount that should be awarded to Plaintiffs as a service payment. At the Final Settlement Hearing, the Court will hear all objections, and arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to appear and represent yourself.

WHAT ARE YOUR OPTIONS?

• OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with the number of workweeks indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than [_____] or 45 days after mailing after this Notice was mailed to you, whichever is later. The Settlement Administrator's address is [Settlement Administrator address].

• OPTION 2 – OBJECT TO THE SETTLEMENT

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number, include your full name, grounds for objection, be signed by you, and be mailed to the Settlement Administrator at [Settlement Administrator address]. Objections must be postmarked no later than [_____] or forty-five (45) days after this Notice was mailed to you, whichever is later.

If you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims above, unless the Settlement is not finally approved by the Court.

• OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. By doing so, you will reserve the right, if you choose, to file your own lawsuit against the Defendants. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no than [_____] or forty-five (45) days after this Notice was mailed to you, whichever is later. To be valid, your Request for Exclusion must state your full name, address, and telephone number and the last four digits of your Social Security Number, contain a clear statement you are opting out and requesting to be excluded from the settlement in this case, and must be signed by you.

If you do not submit a timely and valid Request for Exclusion, you will be deemed a participating claimant and will be bound by the release of Release Claims above and all other Settlement terms.

Regardless of whether you submit a Request for Exclusion, you will receive your share of the employee portion of the PAGA penalties, if you worked as a non-exempt employee in California between July 6, 2016 and [Date of Prelim Approval], and will be deemed to have released any claims arising out of PAGA.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed “JOINT STIPULATION AND SETTLEMENT AGREEMENT OF CLASS ACTIONS” which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuit may be examined in person at the Court Clerk’s office, located at 312 East Cook Street, Building E, Santa Maria, CA 93454.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [address], [telephone number]. Please refer to the *Ramco Class Action Settlement*. You may also contact Class Counsel, James H. Cordes, Esq., by calling (805) 965-6800 or Allen K. Hutkin, Esq. (805) 544-1500. Please reference the *Ramco* settlement.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS SETTLEMENT

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA