

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs, YOLANDA RAMIREZ,
JIMMY VAZQUEZ, VERONICA PEREZ REYES
MARIELOS CISNEROS, CARLOS GONZALEZ
and CLAUDIA ARECHIGA, on behalf of themselves
and all others similarly situated and aggrieved

[Additional Counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

YOLANDA RAMIREZ, JIMMY
VAZQUEZ, VERONICA PEREZ REYES,
MARIELOS CISNEROS, CARLOS
GONZALEZ and CLAUDIA ARECHIGA on
behalf of themselves and all others similarly
situated and aggrieved,

Plaintiffs,

v.

PRIMEX FARMS LLC, a California limited
liability company; JACOBO FARM
SERVICES, INC., a California corporation;
H&R LABOR CONTRACTING LLC, a
California limited liability company;
UNITED STAFFING ASSOCIATES, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 20STCV06328

[Assigned to the Hon. Yvette M.
Palazuelos in Dept. 9]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: February 19, 2020

Trial Date: None Set

1 **KINGSLEY & KINGSLEY, APC**

Eric B. Kingsley (SBN 185123)
eric@kingsleykingsley.com
2 Kelsey M. Szamet (SBN 260264)
kelsey@kingsleykingsley.com
3 16133 Ventura Blvd., Suite 1200
4 Encino, CA 91436
Tel: (818) 990-8300; Fax: (818) 990-2903

5 Attorneys for Plaintiffs, YOLANDA RAMIREZ,
6 JIMMY VAZQUEZ, VERONICA PEREZ REYES
7 MARIELOS CISNEROS, CARLOS GONZALEZ
and CLAUDIA ARECHIGA, on behalf of themselves
and all others similarly situated and aggrieved

8 **MARTINEZ AGUILASOCHO & LYNCH, a Prof. Law Corp.**

9 Mario Martinez (SBN 200721)
mmartinez@farmworkerlaw.com
10 Edgar L. Aguila-socho (SBN 285567)
eaquilasoch@farmworkerlaw.com
11 P.O. Box 1998
Bakersfield, CA 93303
12 Tel: (661) 859-1174; Fax: (661) 840-6154

13 Attorneys for Plaintiffs, YOLANDA RAMIREZ,
14 JIMMY VAZQUEZ, VERONICA PEREZ REYES
MARIELOS CISNEROS, CARLOS GONZALEZ
and CLAUDIA ARECHIGA, on behalf of themselves
and all others similarly situated and aggrieved

15 **VEDDER PRICE (CA) LLP**

16 Cheryl A. Sabnis (SBN 224323)
csabnis@vedderprice.com
17 1 Post Street, Suite 2400
San Francisco, CA 94104
18 Tel: (415) 749-9500; Fax: (415) 749-9502

19 Attorneys for Defendant PRIMEX FARMS, LLC

20 **FENEMORE DOWLING AARON**

21 Mark D. Kruthers (SBN 179750)
mkruthers@fenemorelaw.com
22 8080 N Palm Avenue
Third Floor
Fresno, California 93711
23 Tel: (559) 432-4500; Fax: (559) 432-4590

24 Attorneys for Defendant JACOBO FARM SERVICES, INC.

25 **KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIB & KIMBALL, LLP**

26 Vanessa Franco Chavez (SBN 266724)
vchavez@kleinlaw.com
27 10000 Stockdale Highway, Suite 200
Bakersfield, CA 93311
Tel: (661) 395-1000; Fax: (661) 326-0418

28 Attorneys for Defendant H&R LABOR CONTRACTING LLC

LITTLER MENDELSON PC

Ryan L. Eddings (SBN 256519)

reddings@littler.com

4200 North Palm Avenue, Suite 302

Fresno, CA 93704

Tel: (559) 244-7500; Fax: (559) 244-7525

Attorneys for Defendant UNITED STAFFING ASSOCIATES, LLC

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiffs Yolanda Ramirez (“Plaintiff Ramirez”), Jimmy Vazquez (“Plaintiff
3 Vazquez”), Veronica Perez Reyes (“Plaintiff Reyes”), Marielos Cisneros (“Plaintiff Cisneros”),
4 Carlos Gonzalez (“Plaintiff Gonzalez”) and Claudia Arechiga (“Plaintiff Arechiga” and
5 collectively, “Plaintiffs”), on one hand; and defendants Primex Farms, LLC, (“Primex”), Jacobo
6 Farm Services, Inc. (“Jacobo”), H&R Labor Contracting LLC (“H&R”), and United Staffing
7 Associates LLC (“United Staffing” together with Jacobo and H&R, referred to as the “Staffing
8 Agencies”; the Staffing Agencies together with Primex referred to as the “Defendants”). The
9 Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as
10 “Party.”

11 1. DEFINITIONS

12 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against
13 Defendants, captioned *Yolanda Ramirez, et al. v. Primex Farms, LLC, et al.*, Case No.
14 20STCV06328, initiated on February 19, 2020, and pending in Superior Court of the State of
15 California, County of Los Angeles.

16 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties
17 have selected to administer the Settlement.

18 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
19 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
20 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
21 Preliminary Approval of the Settlement.

22 1.4. “Aggrieved Employee” means all non-exempt, hourly-paid employees working for
23 Primex or placed to work at Primex by the Staffing Agencies, during the PAGA Period in
24 California.

25 1.5. “Class” means all current and former non-exempt, hourly-paid employees who worked
26 in California for Primex or were placed to work at Primex by the Staffing Agencies, at any time
27 during the Class Period.

28 1.6. “Class Counsel” means David D. Bibiyan and Joshua Shirian of Bibiyan Law Group,

1 P.C.; Eric B. Kingsley and Kelsey M. Szamet of Kingsley & Kingsley, APC; and Mario Martinez
2 and Edgar L. Aguila-socho of Martinez, Aguila-socho, & Lynch, APC.

3 1.7. “Class Counsel Fees Payment” means attorneys’ fees actually incurred and to be incurred
4 by Class Counsel to prosecute the Action and approved by the Court.

5 1.8. “Class Counsel Litigation Expenses Payment” means out-of-pocket costs actually
6 incurred and to be incurred by Class Counsel to prosecute the Action and approved by the Court.

7 1.9. “Class Data” means a complete list of all Class Members that Defendants will compile in
8 good faith from their records and provide to the Settlement Administrator and Class Counsel
9 after Preliminary Approval of this Settlement. The Class List will include each Class Member’s:
10 (a) full name; (b) most recent mailing address and telephone number; (c) Social Security number;
11 and (d) dates of employment.

12 1.10. “Class Member” means a member of the Class.

13 1.11. “Class Member Address Search” means the Administrator’s investigation and search for
14 current Class Member mailing addresses using all reasonably available sources, methods and
15 means including, but not limited to, the National Change of Address database, skip traces, and
16 direct contact by the Administrator with Class Members.

17 1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
18 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
19 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
20 A and incorporated by reference into this Agreement.

21 1.13. “Class Period” means the period from February 19, 2016 through October 31, 2022,
22 unless Defendant Primex elects to end the Class Period on a different date pursuant to Paragraph
23 8.1 of this Agreement.

24 1.14. “Class Representative” means each of the named Plaintiffs in the operative complaint in
25 the Action seeking Court approval to serve as a Class Representative.

26 1.15. “Class Representative Service Payment” means the payment to the Class Representative
27 for initiating the Action and providing services in support of the Action.

28 1.16. “Defense Counsel” means Cheryl A. Sabnis of Vedder Price (CA), LLP (for Defendant

1 Primex); Mark D. Kruthers of Fenemore Dowling and Aaron (for Defendant Jacobo); Vanessa
2 Franco Chavez of Klein, DeNatale, Goldner, Cooper, Rosenlieb & Kimball, LLP (for Defendant
3 H&R); and Ryan G. Eddings of Littler Mendelson PC (for Defendant United Staffing).

4 1.17. “Effective Date” means the date after which the Settlement is approved and the Court’s
5 Judgment becomes final and no longer subject to timely post-judgment motion or appeal
6 (“Judgment”). The Court’s Judgment “becomes final” upon the latter of: (i) if no appeal is filed,
7 the expiration date of the time for the filing or noticing of any appeal from, or other challenge to,
8 the Court’s Judgment (this time period shall not be less than 60 calendar days after the Court’s
9 Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under
10 the California Code of Civil Procedure and California Rules of Court; or (iii) the date of final
11 dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of
12 any court of appeal decision relating to the Judgment.

13 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.

14 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
15 of the Settlement.

16 1.20. “Gross Settlement Amount” means Three Million Six Hundred Sixty-Five Thousand
17 Dollars and Zero Cents (\$3,665,000.00) which is the total amount Defendant Primex agrees to
18 pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer
19 payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement
20 Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA
21 PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
22 Class Representative Service Payment, and Administration Expenses Payment. The Gross
23 Settlement Amount has been agreed to by Plaintiffs and Defendants based on the agreed-upon
24 settlement value of individual claims. In no event will Defendant Primex be liable for more than
25 the Gross Settlement Amount except as otherwise explicitly set forth herein.

26 1.21. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
27 Net Settlement Amount calculated according to the number of Workweeks worked during the
28 Class Period.

1.22. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.23. “Judgment” means the judgment entered by the Court based upon Final Approval.

1.24. “LWDA” means the California Labor and Workforce Development Agency.

1.25. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.26. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

1.27. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion pursuant to Paragraph 7.5.1.

1.28. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.29. “PAGA Period” means the period from June 24, 2019, through the end of the Class Period.

1.30. “PAGA Penalties” means the total amount of \$200,000.00 representing PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$50,000.00) and the 75% to the LWDA (\$150,000.00) in settlement of PAGA claims.

1.31. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.32. “Plaintiffs” means Yolanda Ramirez, Jimmy Vasquez, Veronica Perez Reyes, Marielos Cisneros, Carlos Gonzalez, and Claudia Arechiga, who are the named plaintiffs in the Action.

1.33. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.34. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.35. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.36. "Released Parties" means: Defendants and each of their past, present, and future respective parents, subsidiaries, dba's, affiliates, related entities, insurers and reinsurers, and company-sponsored employee benefit plans of any nature, and each of their successors, assigns and predecessors in interest, including without limitation all of their respective current and former owners, officers, directors, shareholders, members, managers, partners, joint venturers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, professional employer organizations, attorneys, administrators, fiduciaries, trustees, and agents.

1.37. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member pursuant to Paragraph 7.5.1.

1.38. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax or mail Requests for Exclusion from the Settlement, or (b) fax or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.39. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.40. "Workweek" means any week during which a Class Member was employed by and worked for the Defendant in a non-exempt, hourly position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

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1 **2. RECITALS**

2 2.1. On February 19, 2020, Plaintiff Ramirez commenced this Action by filing a Complaint
3 alleging causes of actions against Primex for: (1) failure to pay overtime wages; (2) failure to pay
4 minimum wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4) failure
5 to provide rest periods, or compensation in lieu thereof; (5) failure to pay due wages at separation
6 from employment; (6) failure to provide compliant wage statements; and (7) unfair competition
7 (“Ramirez Action”).

8 2.2. On June 24, 2020, Plaintiff Vazquez filed a notice with the Labor Workforce and
9 Development Agency (“LWDA”) under Labor Code § 2699.3, and served on Defendants, stating
10 an intention to seek civil penalties against Defendants (“Vazquez PAGA Notice”).

11 2.3. On August 4, 2020, the LWDA notified Plaintiff Vazquez’s counsel of its intention to
12 investigate violations alleged in the Vazquez PAGA Notice. Subsequently, the LWDA closed
13 its investigation and permitted Plaintiff Vazquez to resolve the Action at mediation.

14 2.4. On August 27, 2020, Plaintiff Reyes and Plaintiff Cisneros filed a separate class action
15 complaint against Primex in Kern County Superior Court alleging: (1) failure to timely pay
16 wages; (2) failure to provide meal periods, or compensation in lieu thereof; (3) failure to pay due
17 wages at separation; and (4) unfair competition (“Reyes Action”). Moreover, pursuant to Labor
18 Code § 2699.3, on August 27, 2020, Plaintiff Reyes and Plaintiff Cisneros filed a notice with the
19 LWDA and served on Primex, stating an intention to seek PAGA civil penalties against Primex
20 (“Reyes PAGA Notice”).

21 2.5. Thereafter, Plaintiff Ramirez, Plaintiff Vazquez, and Defendant Primex agreed to an
22 early mediation to resolve the matter on a class and representative basis.

23 2.6. On January 14, 2021, Plaintiffs Ramirez, Plaintiff Vazquez, and Primex attended
24 mediation with Paul Grossman, Esquire, a well-regarded mediator experienced in mediating
25 complex labor and employment matters. The mediation was unsuccessful.

26 2.7. Thereafter, Plaintiffs Ramirez and Vazquez and Plaintiffs Reyes and Cisneros agreed to
27 consolidate the actions into this Action. To that end, on August 18, 2021, Plaintiff Ramirez a
28 First Amended Class and Representative Action Complaint in the Action to add Plaintiff

1 Vazquez, Plaintiff Reyes and Plaintiff Cisneros as named plaintiffs, all allegations pled in the
2 Reyes Action, and allegations for PAGA civil penalties. On August 26, 2021, Plaintiff Reyes
3 and Plaintiff Cisneros dismissed the Reyes Action, without prejudice, effectively consolidating
4 the Ramirez Action and the Reyes Action.

5 2.8. On October 29, 2021, Plaintiffs Ramirez, Vazquez, Reyes and Cisneros filed a Second
6 Amended Class and Representative Action Complaint, adding two additional named plaintiffs,
7 Carlos Gonzalez and Claudia Arechiga. Furthermore, Plaintiffs also sent an amended PAGA
8 Notice to the LWDA to include Carlos Gonzalez and Claudia Arechiga as proxies of the LWDA.
9 This amended PAGA Notice together with the Vazquez and Reyes PAGA Notices are
10 collectively referred to herein as the “PAGA Notices.”

11 2.9. Thereafter, the Parties engaged in extensive formal written discovery, including
12 propounding and responding to discovery, and producing documents. After all Defendants
13 appeared in the Action, the Parties decided to attend a second mediation.

14 2.10. Prior to mediation, the Parties informally exchanged documents that included: (1) time
15 and pay records of non-exempt employees directly hired by Primex during the Class Period; (2)
16 hire dates and termination dates (when applicable) of non-exempt employees directly hired by
17 Primex during the Class Period; (2) contact information for non-exempt employees directly hired
18 by Primex who worked in 2020; (3) Primex’s Employee Handbook in effect during the Class
19 Period (*i.e.*, from February 19, 2016 through the present); (4) time and pay records for
20 approximately 12% of 1,900 non-exempt employees placed by H&R Labor to work for Primex
21 from August 27, 2019 through the date of mediation; (4) hire dates and termination dates (when
22 applicable) for approximately 12% of 1,900 non-exempt employees placed by H&R Labor to
23 work for Primex from August 27, 2019 through the date of mediation; and (5) time and payroll
24 records for a small sample size of non-exempt employees placed by Jacobo to work for Primex
25 from approximately December 2016 through approximately August of 2020.

26 2.11. Plaintiffs contend their investigation satisfies the criteria for court approval set forth in
27 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker*
28 *Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (“*Dunk/Kullar*”).

1 2.12. On May 6, 2022, the Parties participated in an all-day mediation presided over by
2 Deborah Crandall Saxe, Esq. This mediation was unsuccessful. The Parties ultimately were
3 able to negotiate a global settlement of this Action with the assistance of Marc Feder, Esq., a
4 qualified mediator.

5 2.13. As part of the Parties' Settlement, they have stipulated to the filing of a Third Amended
6 Class and Representative Action Complaint, to include claims for expenses pursuant to California
7 Labor Code § 2802, shade/recovery periods pursuant to California Labor Code § 226.7 and 8
8 C.C.R. § 3395, and failure to maintain accurate employment records pursuant to California Labor
9 Code § 1174. The Third Amended Class and Representative Action Complaint is the "Operative
10 Complaint" and has been filed.

11 2.14. The Court has not granted class certification.

12 **3. MONETARY TERMS**

13 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
14 Defendant Primex promises to transmit funds to the Administrator representing the Gross
15 Settlement Amount, unless escalated pursuant to Paragraph 8.1 of this Agreement, and to
16 separately transmit funds to the Administrator representing any and all employer payroll taxes
17 owed on the Wage Portions of the Individual Class Payments. Defendant Primex has no
18 obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated
19 in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement
20 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
21 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
22 to Defendants.

23 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
24 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
25 in the Final Approval:

26 3.2.1. To Plaintiffs: Class Representative Service Payment to each Class Representative
27 or named Plaintiff of not more than \$7,500.00, for a total of \$45,000.00 to Plaintiffs, in
28 addition to any Individual Class Payment and any Individual PAGA Payment the Class

1 Representative or named Plaintiff is entitled to receive as a Participating Class Member.
2 Defendants will not oppose Plaintiffs' request for a Class Representative Service
3 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees
4 Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for
5 any Class Representative Service Payments no later than 16 court days prior to the Final
6 Approval Hearing. If the Court approves a Class Representative Service Payment less
7 than the amount requested, the Administrator will retain the remainder in the Net
8 Settlement Amount. The Administrator will obtain IRS forms W-9 from each Plaintiff
9 in advance of payment, and pay the Class Representative Service Payment using IRS
10 Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed
11 on the Class Representative Service Payment.

12 3.2.2. To Class Counsel: Class Counsel will seek a Class Counsel Fees Payment of not
13 more than 35% of the Gross Settlement Amount, which unless escalated pursuant to
14 Paragraph 8.1 of his Agreement, is currently estimated to be \$1,282,750.00 and a Class
15 Counsel Litigation Expenses Payment of not more than \$60,000.00. Defendants will not
16 oppose requests for these respective payments provided that do not exceed these
17 respective amounts. Plaintiffs will file a motion for Class Counsel Fees Payment and
18 Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court
19 approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses
20 Payment less than the amounts requested, the Administrator will allocate the remainder
21 to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel
22 or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel
23 Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
24 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using
25 one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for
26 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
27 Expenses Payment and hold Released Parties harmless, and indemnify Released Parties,
28 from any dispute or controversy regarding any division or sharing of any of these

1 Payments. Should the Court approve attorneys' fees and/or litigation costs and expenses
2 in amounts that are less than the amounts provided for herein, then the unapproved
3 portion(s) shall be a part of the Net Settlement Amount.

4 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
5 \$40,500.00, except for a showing of good cause and as approved by the Court. To the
6 extent the Administration Expenses are less or the Court approves payment less than
7 \$40,500.00, the remainder will be included in the Net Settlement Amount for
8 distribution to the Class.

9 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
10 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
11 by all Participating Class Members during the Class Period, and (b) multiplying the
12 result by each Participating Class Member's Workweeks.

13 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
14 each Participating Class Member's Individual Class Payment will be allocated
15 to settlement of wage claims (the "Wage Portion"). The Wage Portions are
16 subject to tax withholding and will be reported on an IRS W-2 Form. Eighty
17 percent (80%) of each Participating Class Member's Individual Class Payment
18 will be allocated to settlement of claims for interest and penalties (the "Non-
19 Wage Portion"). The Non-Wage Portions are not subject to wage withholdings
20 and will be reported on IRS 1099 Forms. Participating Class Members assume
21 full responsibility and liability for any employee taxes owed on their Individual
22 Class Payment.

23 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
24 Class Payments. Non-Participating Class Members will not receive any
25 Individual Class Payments. The Administrator will retain amounts equal to
26 their Individual Class Payments in the Net Settlement Amount for distribution
27 to Participating Class Members on a pro rata basis.

28 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of

1 \$200,000.00 are to be paid from the Gross Settlement Amount, with 75% (\$150,000.00)
2 allocated to the LWDA PAGA Payment and 25% (\$50,000.00) allocated to the
3 Individual PAGA Payments.

4 3.2.5.1. The Administrator will calculate each Individual PAGA
5 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share
6 of PAGA Penalties (\$50,000.00) by the total number of PAGA Pay Periods
7 worked by all Aggrieved Employees during the PAGA Period and (b)
8 multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
9 Aggrieved Employees assume full responsibility and liability for any taxes
10 owed on their Individual PAGA Payment.

11 3.2.5.2. If the Court approves PAGA Penalties of less than the
12 amount requested, the Administrator will allocate the remainder to the Net
13 Settlement Amount. The Administrator will report the Individual PAGA
14 Payments on IRS 1099 Forms.

15 **4. SETTLEMENT FUNDING AND PAYMENTS**

16 4.1. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the
17 Settlement, Defendants will each deliver their respective Class Data to the Administrator, in the
18 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
19 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
20 of this Settlement and for no other purpose, and restrict access to the Class Data to only those
21 Administrator employees who need access to the Class Data to effect and perform under this
22 Agreement. Defendants will notify Class Counsel if any Defendant discovers that the Class Data
23 omitted class member identifying information and to provide corrected or updated Class Data to
24 the Administrator as soon as reasonably feasible. Without any extension of the deadline by which
25 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
26 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
27 to missing or omitted Class Data.

28 4.2. Funding of Gross Settlement Amount. Defendant Primex shall fully fund the Gross

Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 7 days after Defendant Primex funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and the Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail

1 checks to the USPS forwarding address provided or to an address ascertained through
2 the Class Member Address Search. The Administrator need not take further steps to
3 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
4 The Administrator shall promptly send a replacement check to any Class Member whose
5 original check was lost or misplaced, requested by the Class Member prior to the void
6 date.

7 4.3.3. For any Class Member whose Individual Class Payment check or Individual
8 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
9 shall transmit the funds represented by such checks to the California Controller's Office,
10 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
11 residue" subject to the requirements of California Code of Civil Procedure Section 384.

12 4.3.4. The Individual Settlement Payments made to Participating Class Members, and
13 the Individual PAGA Payments made to PAGA Employees, under this Settlement, as
14 well as any other payments made pursuant to this Settlement, shall not be utilized to
15 calculate any additional benefits under any benefit plans to which any Class Members
16 may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k)
17 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other
18 benefit plan or program sponsored by Defendants (collectively, the "Benefit Plans").
19 Rather, it is the Parties' intention that this Settlement Agreement will not affect any
20 rights, contributions, or amounts to which any Class Members may be entitled under
21 any Benefit Plans. The Parties further agree that any payments made under the terms of
22 this Settlement do not represent any modification of any Class Member's previously
23 credited hours of service or other eligibility criteria and shall not be considered wages,
24 compensation, or earnings in any year for purposes of determining any eligibility for,
25 vesting of, credit to, or benefit accrual within, any Benefit Plans for purposes of
26 determining any rights, eligibility, hours of service, benefit accruals, contributions or
27 amounts to which any Class Member may be entitled with respect to any such Benefit
28 Plans.

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5. RELEASE OF CLAIMS

Effective upon the date when Defendant Primex fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wages Portion of the Individual Class Payments, Plaintiffs, the Participating Class Members, and Aggrieved Employees release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, causes of action, transactions, occurrences, rights, damages (including punitive, statutory or liquidated damages), penalties, liabilities, restitution, attorneys' fees, costs, expenses, interests and losses under federal, state, local or common law, or at equity, whether known or unknown, accrued or unaccrued, asserted or unasserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of this Agreement, including but not limited to: (a) all claims that were, or reasonably could have been, alleged related to or arising out of their employment with any and all of the Defendants and the termination of that employment; (b) all claims that were, or reasonably could have been, alleged based on the facts contained, in the Complaints filed in this Action, the PAGA Notices, or ascertained during the pendency of the Action; and (c) all claims released under Paragraphs 5.2 and 5.3 below (collectively "Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for unemployment benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after the Class Period. However, Plaintiffs' Release does prevent the Plaintiffs from making any individual or personal recovery against the Released Parties, including the recovery of money damages, reinstatement or other legal or equitable relief, as a result of filing a charge or complaint with a government agency against any of the Released Parties, with the exception of any right to seek or recover a monetary whistleblower award from a government-administered whistleblower award program for providing information directly to a government agency. Plaintiffs' Release does not include Plaintiff Ramirez's purported claims under the Fair Employment and Housing Act, the California Family Rights Act, discrimination, retaliation, harassment, wrongful

1 termination in violation of public policy, intentional infliction of emotional distress, and
2 negligent infliction of emotional distress, that are the subject of separate disputes between
3 Plaintiff Ramirez and Defendant Primex (collectively the “Ramirez Individual Claims”).
4 Plaintiffs’ Release does not include the claims alleged by Plaintiff Vazquez in the action he filed
5 against Defendant Primex and Defendant Jacobo in Kern County Superior Court and, which has
6 been assigned case number BCV-22-101278 (the “Vazquez Individual Claims”). Plaintiffs’
7 Release does not include Plaintiff Cisneros’ worker’s compensation matter (the “Cisneros
8 Workers’ Comp Claim”). Plaintiffs’ Release does not include Plaintiff Perez, Plaintiff Cisneros,
9 Plaintiff Arechiga, and Plaintiff Gonzalez’s purported claims for retaliation (the “Retaliation
10 Claims”). The Ramirez and Vazquez Individual Claims, the Cisneros Workers’ Comp Claim,
11 and the Retaliation Claims are collectively referred to as the “Individual Claims.” Plaintiffs
12 acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts
13 or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’
14 Release shall be and remain effective in all respects, notwithstanding such different or additional
15 facts or Plaintiffs’ discovery of them.

16 5.1.1. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For
17 purposes of Plaintiffs’ Release only, Plaintiffs expressly waive and relinquish the
18 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
19 which reads:

20 **A general release does not extend to claims that the creditor or releasing party does**
21 **not know or suspect to exist in his or her favor at the time of executing the release,**
22 **and that if known by him or her would have materially affected his or her**
23 **settlement with the debtor or Released Party.**

24 Plaintiffs’ Waiver under California Civil Code section 1542 expressly excludes the
25 Individual Claims.

26 5.2. Release by Participating Class Members: For the entirety of the Class Period, all
27 Participating Class Members, on behalf of themselves and their respective former and present
28 representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns,

1 hereby fully and forever release and discharge all of the Released Parties, or any of them, from
2 all claims that were alleged in the Operative Complaint, or reasonably could have been alleged
3 based on the facts stated in the Operative Complaint, including: (1) all claims for failure to pay
4 overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to
5 provide compliant meal periods, or compensation in lieu thereof; (4) all claims for failure to
6 provide compliant rest periods, or compensation in lieu thereof; (5) all claims for the failure to
7 pay wages due upon termination or resignation; (6) all claims for non-compliant wage statements;
8 (7) all claims for failure to timely pay wages; (8) all claims for unpaid expenses; (9) all claims for
9 shade/recovery periods, or compensation in lieu thereof; (10) all claims for failure to maintain
10 accurate employment records; and (11) all claims asserted through California Business &
11 Professions Code section 17200, *et seq.* arising out of the violations referenced in the Operative
12 Complaint.

13 5.3. Release by Aggrieved Employees: For the entirety of the PAGA Period, all Aggrieved
14 Employees , on behalf of themselves and their respective former and present representatives,
15 agents, attorneys, heirs, executors, administrators, successors, and assigns, hereby fully and
16 forever release and discharge the Released Parties, or any of them, from all claims for PAGA
17 penalties that were alleged in the Operative Complaint, or reasonably could have been alleged,
18 based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices,
19 including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
20 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor Code
21 sections 201, 201.3, 202, 203, 204, 204b, 204.1, 205, 205.5, 210, 226, 226.3, 226.7, 232, 232.5,
22 246 *et seq.*, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699,
23 2802, 2810.3, and 2810.5.

24 **6. MOTION FOR PRELIMINARY APPROVAL**

25 Plaintiffs will prepare and file a motion for preliminary approval (“Motion for
26 Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
27 Approvals.

28 6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel at least

1 3 business days prior to filing all documents necessary for obtaining Preliminary Approval,
2 including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary
3 Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for
4 approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft
5 proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft
6 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to
7 exceed” bid for administering the Settlement and attesting to its willingness to serve;
8 competency; operative procedures for protecting the security of Class Data; amounts of insurance
9 coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any
10 actual or potential conflicts of interest with Class Members; and the nature and extent of any
11 financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration
12 from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant
13 to any actual or potential conflicts of interest with Class Members; (vi) a signed declaration from
14 each Class Counsel firm attesting to its competency to represent the Class Members; its timely
15 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor
16 Code section 2699.3, subd. (a)), operative Complaint (Labor Code section 2699, subd. (l)(1)),
17 this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the Parties’
18 Agreement showing all modifications made to the Model Agreement ready for filing with the
19 Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class
20 Members and the Administrator.

21 6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and
22 filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining
23 a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to
24 advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for
25 delivering the Court’s Preliminary Approval to the Administrator.

26 6.3. Disputed Information. Class Members will have an opportunity to dispute the
27 information provided in their Class Notices. To the extent Class Members dispute their total
28 Workweeks while working for Defendants as a non-exempt employee in California during the

1 Class Period, Class Members may produce evidence to the Administrator showing that such
2 information in the Class Notice is inaccurate. The Settlement Administrator will decide the
3 dispute. Defendants' records will be presumed correct, but the Settlement Administrator will
4 evaluate the evidence submitted by the Class Member and will make the final decision as to
5 the merits of the dispute, which decision shall be final and unappealable by any Party or Class
6 Member. All disputes will be resolved within ten (10) business days of the Response Deadline.

7 **7. SETTLEMENT ADMINISTRATION**

8 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement
9 Administrators to serve as the Administrator and verified that, as a condition of appointment,
10 Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a
11 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
12 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
13 financial or otherwise, with the Administrator other than a professional relationship arising out
14 of prior experiences administering settlements.

15 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
16 Identification Number for purposes of calculating payroll tax withholdings and providing reports
17 state and federal tax authorities.

18 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
19 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
20 468B-1.

21 7.4. Notice to Class Members

22 7.4.1. No later than three (3) business days after receipt of the Class Data, the
23 Administrator shall notify Class Counsel that the list has been received and state the
24 number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class
25 Data.

26 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
27 days after receiving the Class Data, the Administrator will send to all Class Members
28 identified in the Class Data, via first-class United States Postal Service ("USPS") mail,

1 the Class Notice with Spanish translation, substantially in the form attached to this
2 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
3 dollar amounts of any Individual Class Payment and Individual PAGA Payment payable to
4 the Class Member (as applicable), and the number of Workweeks and PAGA Pay Periods
5 (if applicable) used to calculate these amounts. Before mailing Class Notices, the
6 Administrator shall update Class Member addresses using the National Change of Address
7 database.

8 7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice
9 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
10 using any forwarding address provided by the USPS. If the USPS does not provide a
11 forwarding address, the Administrator shall conduct a Class Member Address Search,
12 and re-mail the Class Notice to the most current address obtained. The Administrator
13 has no obligation to make further attempts to locate or send Class Notice to Class
14 Members whose Class Notice is returned by the USPS a second time.

15 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
16 or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
17 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
18 notice is re-mailed. The Administrator will inform the Class Member of the extended
19 deadline with the re-mailed Class Notice. If the Administrator, Defendant or Class
20 Counsel is contacted by or otherwise discovers any persons who believe they should
21 have been included in the Class Data and should have received Class Notice, the Parties
22 will expeditiously meet and confer in person or by telephone, and in good faith, in an
23 effort to agree on whether to include them as Class Members. If the Parties agree, such
24 persons will be Class Members entitled to the same rights as other Class Members, and
25 the Administrator will send, via email or overnight delivery, a Class Notice requiring
26 them to exercise options under this Agreement not later than 15 days after mailing of
27 Class Notice, or the deadline dates in the Class Notice, whichever are later.

28 7.5. Requests for Exclusion (Opt-Outs).

1 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
2 must send the Administrator, by fax or mail, a signed written Request for Exclusion not
3 later than 45 days after the Administrator mails the Class Notice (plus an additional 15
4 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is
5 a letter from a Class Member that reasonably communicates the Class Member's
6 election to be excluded from the Settlement and includes the Class Member's name,
7 address, email address (if any), and telephone number. To be valid, a Request for
8 Exclusion must also be signed by the Class Member and timely faxed or postmarked by
9 the Response Deadline.

10 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
11 fails to contain all the information specified in the Class Notice. The Administrator
12 shall accept any Request for Exclusion as valid if the Administrator can reasonably
13 ascertain the identity of the person as a Class Member and the Class Member's desire
14 to be excluded. The Administrator's determination shall be final and not appealable or
15 otherwise susceptible to challenge. If the Administrator has reason to question the
16 authenticity of a Request for Exclusion, the Administrator may demand additional proof
17 of the Class Member's identity. The Administrator's determination of authenticity shall
18 be final and not appealable or otherwise susceptible to challenge.

19 7.5.3. Every Class Member who does not submit a timely and valid Request for
20 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
21 to all benefits and bound by all terms and conditions of the Settlement, including the
22 Releases under Paragraphs 5.2 and 5.3 of this Agreement, and the Judgment, regardless
23 whether the Participating Class Member actually receives the Class Notice or objects to
24 the Settlement.

25 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
26 Non-Participating Class Member and shall not receive an Individual Class Payment or
27 have the right to object to the class action components of the Settlement. Because future
28 PAGA claims are subject to claim preclusion upon entry of the Judgment, Class

Members who opt out and who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and will receive an Individual PAGA Payment. Aggrieved Employees do not have the right to exclude themselves from the release of Released PAGA Claims.

7.6. Objections to Settlement

7.6.1. Only Participating Class Members may object to the class action components of the Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Class Representative Service Payment.

7.6.2. Participating Class Members may send written objections to the Administrator, by fax or mail. For the written objection to be valid, it must include: (a) the objector's full name, signature, and address (for correspondence and identity verification purposes), and telephone number, (b) a written statement of all any grounds for the objection they wish to be considered accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing. Class Members need not include legal arguments for their written objections to be considered. If an objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an attorney, he or she need not file a notice of intention to appear at the same time as the objection is filed. Any Class Member who does not submit a timely, valid written objection to the Settlement, may still appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection must send the objection to the Administrator not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for those Class Members whose Class Notice was re-mailed).

7.6.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

1 7.6.4. If a Class Member timely submits both a written objection and a valid Request for
2 Exclusion, the Request for Exclusion will be given effect and considered valid, the
3 written objection shall be rejected, and the Class Member shall not participate in or be
4 bound by the Settlement except as otherwise set forth in Paragraph 7.5.4.

5 7.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
6 performed or observed by the Administrator contained in this Agreement or otherwise.

7 7.7.1. Mailing Address and Fax Number. The Administrator will maintain a mailing
8 address and fax number to receive Class Member faxes and postmarked Requests for
9 Exclusion, objections to the Settlement, and challenges to information in a Class
10 Member's Class Notice.

11 7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
12 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.

13 7.7.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
14 reports to Class Counsel and Defense Counsel that, among other things, tally the number
15 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
16 Exclusion (whether valid or invalid) received, objections received, challenges to
17 Workweeks and/or Pay Periods received and resolved, and checks mailed for Individual
18 Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly
19 Reports must include provide the Administrator's assessment of the validity of Requests
20 for Exclusion and attach copies of all Requests for Exclusion and objections received.

21 7.7.4. Administrator's Declaration. Before the date by which Plaintiffs are required to
22 file the Motion for Final Approval of the Settlement, the Administrator will provide to
23 Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting
24 to its due diligence and compliance with all of its obligations under this Agreement,
25 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
26 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
27 number of Requests for Exclusion from Settlement it received (both valid or invalid),
28 the number of written objections and attach the Exclusion List. The Administrator will

1 supplement its declaration as needed or requested by the Parties or the Court. Class
2 Counsel is responsible for filing the Administrator's declaration(s) in Court.

3 7.7.5. Final Report by Settlement Administrator. Within 10 days after the Administrator
4 disburses all funds in the Gross Settlement Amount, the Administrator will provide
5 Class Counsel and Defense Counsel with a final report detailing its disbursements by
6 employee identification number only of all payments made under this Agreement. At
7 least 7 days before any deadline set by the Court, the Administrator will prepare, and
8 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
9 Court attesting to its disbursement of all payments required under this Agreement. Class
10 Counsel is responsible for filing the Administrator's declaration in Court.

11 7.7.6. Administration of Taxes by the Settlement Administrator. The Settlement
12 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members,
13 Aggrieved Employees, and Class Counsel any and all W-2, 1099, or other tax forms as
14 may be required by law for all amounts paid pursuant to this Settlement. The Settlement
15 Administrator will also be responsible for forwarding all payroll taxes and penalties to
16 the appropriate government authorities.

17 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

18 Based on a review of their records, Defendants estimate that, as of the date of this
19 Settlement Agreement, there are approximately 105,000 Total Workweeks during the Class
20 Period.

21 8.1. Increase in Workweeks. In the event the number of Workweeks worked by Class
22 Members during the Class Period increases by more than 10%, or 10,500 Workweeks, then, at
23 Defendant Primex's election: (1) the Gross Settlement Amount shall be increased proportionally
24 by the Workweeks in excess of 115,500 Workweeks (105,000 Workweeks + 10,500 Workweeks)
25 multiplied by the Workweek Value; (2) the Class Period shall end on the date the number of
26 Workweeks reaches 115,500; or (3) the Class Period shall end on a date between the date the
27 number of Workweeks reaches 115,500 and Preliminary Approval, subject to Defendants
28 increasing the Gross Settlement Amount for the increase in Workweeks beyond 115,500 at a rate

1 of the Workweek Value. The “Workweek Value” shall be calculated by dividing the originally
2 agreed-upon Gross Settlement Amount (\$3,665,000.00) by 105,000 which amounts to a
3 Workweek Value of \$34.90. Thus, for example, if Defendants elect either option (1) or (3) above
4 and should there be 116,000 Workweeks in the Class Period, then the Gross Settlement Amount
5 shall be increased by \$17,450.00. ((116,000 Workweeks – 115,500 Workweeks) x \$34.90 per
6 Workweek.)

7 **9. DEFENDANTS’ RIGHT TO WITHDRAW**

8 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 7%
9 of the total of all Class Members, Defendants (or any of them) may, but are not obligated to,
10 withdraw from the Settlement. The Parties agree that, if any or all of the Defendants withdraw,
11 the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party
12 will have any further obligation to perform under this Agreement. Defendants must notify Class
13 Counsel and the Court of its election to withdraw not later than seven (7) days after the
14 Administrator sends the final Exclusion List to Defense Counsel. Should Defendants elect to
15 withdraw from the Settlement, Defendants shall remain responsible for paying all Settlement
16 Administration expenses incurred through the date of withdrawal.

17 **10. MOTION FOR FINAL APPROVAL**

18 Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for
19 final approval of the Settlement that includes a request for approval of the PAGA settlement
20 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
21 Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these
22 documents to Defense Counsel at least three (3) business days prior to filing the Motion for Final
23 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or
24 by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final
25 Approval.

26 10.1. Response to Objections. Each Party retains the right to respond to any objection raised
27 by a Participating Class Member, including the right to file responsive documents in Court no
28 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or

1 accepted by the Court.

2 10.2. Duty to Cooperate. If (a) the Court does not grant Final Approval or conditions Final
3 Approval on any material change to the Settlement (including, but not limited to, the scope of
4 release to be granted by Class Members), or (b) if the Settlement does not become final for any
5 other reason, then this Agreement, and any documents generated to bring it into effect, will be
6 null and void. However, the Parties shall work together in good faith in an effort to address Court
7 concerns prior to any nullification of the Settlement. Any order or judgment entered by the Court
8 in furtherance of this Agreement and this Settlement will likewise be treated as void from the
9 beginning. The Court's decision to award less than the amounts requested for the Class
10 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
11 Expenses Payment, and Administration Expenses Payment, shall not constitute a material change
12 to the Settlement within the meaning of this Paragraph.

13 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
14 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
15 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
16 and (iii) addressing such post-Judgment matters as are permitted by law.

17 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
18 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
19 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
20 respective counsel, and all Participating Class Members who did not object to the Settlement as
21 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
22 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
23 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
24 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
25 Parties' obligations to perform under this Agreement will be suspended until such time as the
26 appeal is finally resolved and the Judgment becomes final.

27 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
28 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material

modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount does not increase.

11. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Complaints filed in this Action or the PAGA Notices or any other claim made by any of the Plaintiffs have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, the stipulation to certification and representative treatment shall be void and Defendants may contest certification and representative treatment for any reason. Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation or other dispute (except for proceedings to enforce or effectuate the Settlement and this Agreement). Except as necessary in a proceeding to enforce the terms of this

1 Settlement, this Agreement and its terms and provisions will not be offered or received as
2 evidence in any action or proceeding to establish any liability or admission on the part of any of
3 the Released Parties or to establish the existence of any condition constituting a violation of, or
4 a non-compliance with, federal, state, local or other applicable law by any of the Released Parties.

5 12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and
6 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
7 is filed, they and each of them will not disclose, disseminate or publicize, or cause or permit
8 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
9 or indirectly, specifically or generally, to any person, corporation, association, government
10 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
11 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
12 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
13 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
14 government agency. Each Party agrees to immediately notify each other Party of any judicial or
15 agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel,
16 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
17 conversation or other communication, before the filing of the Motion for Preliminary Approval,
18 any with third party regarding the terms of this Agreement.

19 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
20 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
21 from the Judgment. Class Counsel will not represent any Class Members with respect to any
22 such objections or opt outs. Nothing in this paragraph shall be construed to restrict Class
23 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
24 ethical obligations owed to Class Members.

25 12.4. No Public Comment: The Parties and their counsel agree that they will not issue any
26 press releases, initiate any contact with the press, respond to any press inquiry, or have any
27 communication with the press about the fact, amount or terms of Settlement.

28 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement

1 together with its attached exhibits shall constitute the entire agreement between the Parties
2 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
3 inducements made to or by any Party.

4 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
5 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
6 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
7 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
8 terms of this Agreement including any amendments to this Agreement.

9 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their
10 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
11 Settlement Agreement, submitting supplemental evidence and supplementing points and
12 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
13 or content of any document necessary to implement the Settlement, or on any modification of the
14 Agreement that may become necessary to implement the Settlement, the Parties will seek the
15 assistance of a mediator and/or the Court for resolution.

16 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not
17 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
18 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
19 action, or right released and discharged by the Party in this Settlement.

20 12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
21 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
22 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
23 Part 10, as amended) or otherwise.

24 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
25 modified, changed, or waived only by an express written instrument signed by all Parties or their
26 respective counsel, and approved by the Court.

27 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
28 the benefit of, the successors of each of the Parties.

1 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
2 governed by and interpreted according to the internal laws of the State of California, without
3 regard to conflict of law principles.

4 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
5 this Agreement. This Agreement will not be construed against any Party on the basis that the
6 Party was the drafter or participated in the drafting

7 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
8 during Action and in this Agreement relating to the confidentiality of information shall survive
9 the execution of this Agreement

10 12.15. Use and Return of Class Data. Information and documents provided to Class Counsel
11 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to
12 Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or
13 in connection with the Settlement, may be used only with respect to this Settlement, and no other
14 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
15 or rule of court.

16 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
17 inserted for convenience of reference only and does not constitute a part of this Agreement.

18 12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
19 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
20 weekend or federal legal holiday, such date or deadline shall be on the first business day
21 thereafter.

22 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
23 by facsimile, electronically (i.e., DocuSign), copied, or scanned copies of the signature page, all
24 of which for purposes of this Agreement shall be accepted as an original. All executed
25 counterparts and each of them will be deemed to be one and the same instrument. Any executed
26 counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

27 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
28 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further

1 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
2 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
3 process.

4 12.20. Severability. In the event that one or more of the provisions contained in this Agreement
5 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
6 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel
7 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
8 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
9 Agreement. Before declaring any provision of this Agreement invalid, the Court will first
10 attempt to construe the provision as valid to the fullest extent possible consistent with applicable
11 precedents so as to define all provisions of this Agreement valid and enforceable.

12 12.21. Breach. In the event any civil action or litigation instituted to remedy, prevent, or obtain
13 relief from a Material Breach of this Settlement Agreement by a Party, the prevailing Party in
14 such enforcement action will be entitled to attorneys' fees and costs in connection with such
15 enforcement action. Any attorneys' fees and costs awarded against the Class Members and in
16 favor of Defendants shall be paid by Class Counsel. "Material Breach" as used in this paragraph
17 means a material breach of the Settlement Agreement terms that prevents the Settlement from
18 being completed in accordance with its terms, including any failure by Defendants to fund the
19 Settlement and any breach of section 12.3 by Class Counsel. However, the Parties shall work
20 together in good faith in an effort to remedy any perceived material breach of the Settlement
21 Agreement before instituting any civil action or litigation to remedy, prevent, or obtain relief
22 related to the breach.

23 **IT IS SO AGREED:**

24
25 _____
26 _____
27 For Plaintiff, Yolanda Ramirez

For Defendant, Primex Farms LLC

For Defendant, Jacobo Farm Services, Inc.

For Defendant, H&R Labor Contracting, LLC

For Defendant, United Staffing Associates, LLC

For Plaintiff, Claudia Arechiga

David D. Bibiyan
Vedang J. Patel
BIBIYAN LAW GROUP, P.C.
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes,
Marielos Cisneros, Carlos Gonzalez and
Claudia Arechiga

Cheryl A. Sabnis
VEDDER PRICE (CA), LLP
Counsel for Defendant Primex Farms,
LLC

Eric B. Kingsley
Kelsey M. Szamet
KINGSLEY & KINGSLEY, APC
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes and
Marielos Cisneros

Mark D. Kruthers
FENEMORE DOWLING AARON
Counsel for Defendant Jacobo Farm
Services, Inc.

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Mario Martinez
Edgar L. Aguila-socho
MARTINEZ, AGUILASOCHO & LYNCH,
a Prof. Law Corp.
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes and
Marielos Cisneros

Vanessa Franco Chavez
KLEIN, DENATALE, GOLDNER,
COOPER, ROSEN-LIEB & KIMBALL,
LLPCounsel for Defendant H&R Labor
Contracting LLC

Ryan L. Eddings
LITTLER MENDELSON PC
Counsel for Defendant United Staffing
Associates, LLC

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20 together in good faith in an effort to remedy any perceived material breach of the Settlement
21 Agreement before instituting any civil action or litigation to remedy, prevent, or obtain relief
22 related to the breach.

23 **IT IS SO AGREED:**

24
25 _____
26 
Yolanda Ramirez (Jan 17, 2024 16:54 PST)

27 For Plaintiff, Yolanda Ramirez

25 _____
26 _____
27 For Defendant, Primex Farms LLC


Jimmy Vazquez (Jan 17, 2024 12:10 PST)

For Plaintiff, Jimmy Vazquez

For Defendant, Jacobo Farm Services, Inc.

For Plaintiff, Veronica Perez Reyes

For Defendant, H&R Labor Contracting, LLC

For Plaintiff, Marielos Cisneros

For Defendant, United Staffing Associates, LLC

For Plaintiff, Carlos Gonzalez

For Plaintiff, Claudia Arechiga

APPROVED AS TO FORM



David D. Bibiyan
Vedang J. Patel
BIBIYAN LAW GROUP, P.C.
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes,
Marielos Cisneros, Carlos Gonzalez and
Claudia Arechiga

Cheryl A. Sabnis
VEDDER PRICE (CA), LLP
Counsel for Defendant Primex Farms,
LLC

Eric B. Kingsley
Kelsey M. Szamet
KINGSLEY & KINGSLEY, APC
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes and
Marielos Cisneros

Mark D. Kruthers
FENEMORE DOWLING AARON
Counsel for Defendant Jacobo Farm
Services, Inc.

///

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21 Agreement before instituting any civil action or litigation to remedy, prevent, or obtain relief
22 related to the breach.

23 **IT IS SO AGREED:**

24
25 _____
26
27 For Plaintiff, Yolanda Ramirez
28 _____

_____  _____

For Defendant, Primex Farms LLC
Mojgan M. Amin, Partner

For Plaintiff, Jimmy Vazquez

For Defendant, Jacobo Farm Services, Inc.

For Plaintiff, Veronica Perez Reyes

For Defendant, H&R Labor Contracting, LLC

For Plaintiff, Marielos Cisneros

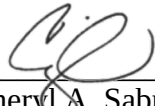
For Defendant, United Staffing Associates, LLC

For Plaintiff, Carlos Gonzalez

For Plaintiff, Claudia Arechiga

APPROVED AS TO FORM

David D. Bibiyan
Vedang J. Patel
BIBIYAN LAW GROUP, P.C.
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes,
Marielos Cisneros, Carlos Gonzalez and
Claudia Arechiga


Cheryl A. Sabnis
VEDDER PRICE (CA), LLP
Counsel for Defendant Primex Farms,
LLC

Eric B. Kingsley
Kelsey M. Szamet
KINGSLEY & KINGSLEY, APC
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes and
Marielos Cisneros

Mark D. Kruthers
FENEMORE DOWLING AARON
Counsel for Defendant Jacobo Farm
Services, Inc.

///

///

For Plaintiff, Jimmy Vazquez

For Defendant, Jacobo Farm Services, Inc.

Veronica Perez Reyes
For Plaintiff, Veronica Perez Reyes

For Defendant, H&R Labor Contracting, LLC

For Plaintiff, Marielos Cisneros

For Defendant, United Staffing Associates, LLC

For Plaintiff, Carlos Gonzalez

Claudia Arechiga
For Plaintiff, Claudia Arechiga

APPROVED AS TO FORM

David D. Bibiyan
Vedang J. Patel
BIBIYAN LAW GROUP, P.C.
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes,
Marielos Cisneros, Carlos Gonzalez and
Claudia Arechiga

Cheryl A. Sabnis
VEDDER PRICE (CA), LLP
Counsel for Defendant Primex Farms,
LLC

Eric B. Kingsley
Kelsey M. Szamet
KINGSLEY & KINGSLEY, APC
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes and
Marielos Cisneros

Mark D. Kruthers
FENEMORE DOWLING AARON
Counsel for Defendant Jacobo Farm
Services, Inc.

///

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1 For Plaintiff, Jimmy Vazquez

For Defendant, Jacobo Farm Services, Inc.

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4 For Plaintiff, Veronica Perez Reyes

For Defendant, H&R Labor Contracting, LLC

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7 For Plaintiff, Marielos Cisneros

For Defendant, United Staffing Associates, LLC

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10 For Plaintiff, Carlos Gonzalez

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13 For Plaintiff, Claudia Arechiga

14 **APPROVED AS TO FORM**

15
16
17 David D. Bibiyan
Vedang J. Patel
18 BIBIYAN LAW GROUP, P.C.
Counsel for Plaintiffs Yolanda Ramirez,
19 Jimmy Vazquez, Veronica Perez Reyes,
20 Marielos Cisneros, Carlos Gonzalez and
Claudia Arechiga

Cheryl A. Sabnis
VEDDER PRICE (CA), LLP
Counsel for Defendant Primex Farms,
LLC

21
22 Eric B. Kingsley
Kelsey M. Szamet
23 KINGSLEY & KINGSLEY, APC
Counsel for Plaintiffs Yolanda Ramirez,
24 Jimmy Vazquez, Veronica Perez Reyes and
25 Marielos Cisneros

26
27 Mark D. Kruthers
FENEMORE DOWLING AARON
Counsel for Defendant Jacobo Farm
Services, Inc.

28 ///

///

For Plaintiff, Jimmy Vazquez

For Defendant, Jacobo Farm Services, Inc.

Veronica Perez Reyes
For Plaintiff, Veronica Perez Reyes

For Defendant, H&R Labor Contracting, LLC

For Plaintiff, Marielos Cisneros

For Defendant, United Staffing Associates, LLC

For Plaintiff, Carlos Gonzalez

Claudia Arechiga
For Plaintiff, Claudia Arechiga

APPROVED AS TO FORM

David D. Bibiyan
Vedang J. Patel
BIBIYAN LAW GROUP, P.C.
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes,
Marielos Cisneros, Carlos Gonzalez and
Claudia Arechiga

Cheryl A. Sabnis
VEDDER PRICE (CA), LLP
Counsel for Defendant Primex Farms,
LLC

[Signature]
Eric B. Kingsley
Kelsey M. Szamet
KINGSLEY & KINGSLEY, APC
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes and
Marielos Cisneros

Mark D. Kruthers
FENEMORE DOWLING AARON
Counsel for Defendant Jacobo Farm
Services, Inc.

///

///

For Plaintiff, Jimmy Vazquez

For Defendant, Jacobo Farm Services, Inc.

For Plaintiff, Veronica Perez Reyes

For Defendant, H&R Labor Contracting, LLC


Marielos D Cisneros (Jan 12, 2024 13:07 PST)
For Plaintiff, Marielos Cisneros

For Defendant, United Staffing Associates, LLC

For Plaintiff, Carlos Gonzalez

For Plaintiff, Claudia Arechiga

APPROVED AS TO FORM

David D. Bibiyan
Vedang J. Patel
BIBIYAN LAW GROUP, P.C.
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes,
Marielos Cisneros, Carlos Gonzalez and
Claudia Arechiga

Cheryl A. Sabnis
VEDDER PRICE (CA), LLP
Counsel for Defendant Primex Farms,
LLC

Eric B. Kingsley
Kelsey M. Szamet
KINGSLEY & KINGSLEY, APC
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes and
Marielos Cisneros

Mark D. Kruthers
FENEMORE DOWLING AARON
Counsel for Defendant Jacobo Farm
Services, Inc.

///

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1 For Plaintiff, Jimmy Vazquez

For Defendant, Jacobo Farm Services, Inc.



2
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4 For Plaintiff, Veronica Perez Reyes

Robert Heredia,
For Defendant, H&R Labor Contracting, LLC

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7 For Plaintiff, Marielos Cisneros

For Defendant, United Staffing Associates, LLC

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10 For Plaintiff, Carlos Gonzalez

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12
13 For Plaintiff, Claudia Arechiga

14 **APPROVED AS TO FORM**

15
16
17 David D. Bibiyan
Vedang J. Patel
18 BIBIYAN LAW GROUP, P.C.
19 Counsel for Plaintiffs Yolanda Ramirez,
20 Jimmy Vazquez, Veronica Perez Reyes,
21 Marielos Cisneros, Carlos Gonzalez and
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Cheryl A. Sabnis
VEDDER PRICE (CA), LLP
Counsel for Defendant Primex Farms,
LLC

22 Eric B. Kingsley
23 Kelsey M. Szamet
KINGSLEY & KINGSLEY, APC
24 Counsel for Plaintiffs Yolanda Ramirez,
25 Jimmy Vazquez, Veronica Perez Reyes and
Marielos Cisneros

Mark D. Kruthers
FENEMORE DOWLING AARON
Counsel for Defendant Jacobo Farm
Services, Inc.

26
27 ///

28 ///

For Plaintiff, Jimmy Vazquez

For Defendant, Jacobo Farm Services, Inc.

Veronica Perez Reyes
For Plaintiff, Veronica Perez Reyes

For Defendant, H&R Labor Contracting, LLC

For Plaintiff, Marielos Cisneros

For Defendant, United Staffing Associates, LLC

Carlos
Carlos Gonzalez (Jan 16, 2024 18:33 CST)
For Plaintiff, Carlos Gonzalez

Claudia Arechiga
For Plaintiff, Claudia Arechiga

APPROVED AS TO FORM

David D. Bibiyan
Vedang J. Patel
BIBIYAN LAW GROUP, P.C.
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes,
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VEDDER PRICE (CA), LLP
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KINGSLEY & KINGSLEY, APC
Counsel for Plaintiffs Yolanda Ramirez,
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Marielos Cisneros

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Counsel for Defendant Jacobo Farm
Services, Inc.

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Mario Martinez
Edgar I. Aguila-socho
MARTINEZ, AGUILASOCHO LAW, INC.
Counsel for Plaintiffs Yolanda Ramirez,
Jimmy Vazquez, Veronica Perez Reyes and
Marielos Cisneros



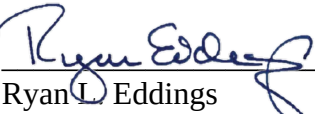
Vanessa Franco Chavez
KLEIN, DENATALE, GOLDNER,
COOPER, ROSENLIEB & KIMBALL,
LLP Counsel for Defendant H&R Labor
Contracting LLC

Ryan L. Eddings
LITTLER MENDELSON PC
Counsel for Defendant United Staffing
Associates, LLC

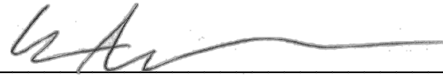
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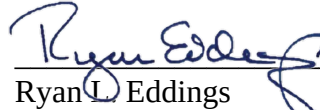


Ryan L. Eddings
LITTLER MENDELSON PC
Counsel for Defendant United Staffing
Associates, LLC

1 

2 Mario Martinez
3 Edgar I. Aguila-socho
4 MARTINEZ, AGUILASOCHO LAW, INC.
5 Counsel for Plaintiffs Yolanda Ramirez,
6 Jimmy Vazquez, Veronica Perez Reyes and
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COOPER, ROSENLIB & KIMBALL,
LLP Counsel for Defendant H&R Labor
Contracting LLC

8 

9 Ryan L. Eddings
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11 Counsel for Defendant United Staffing
12 Associates, LLC
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