

CLASS ACTION SETTLEMENT AGREEMENT

This Class Legal Action Settlement Agreement (“**Agreement**”) is made by and between plaintiff Epigmenio Castillo (“**Plaintiff**”) and defendant Agriland Farming Company, Inc. (“**Defendant**”). Plaintiff and Defendant will be collectively referred to in this Agreement as the “**Parties.**”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Legal Action” means the First Amended Complaint that was filed in California state court, which is currently captioned as *Epigmenio Castillo, et al., v. Agriland Farming Company, Inc., et al.*, Madera County Superior Court Case No.: MCV083645 and was filed on June 9, 2020 and amended on November 12, 2020 (the “**First Amended Complaint**” or “**Legal Action**”).
- B. “Class” means all individuals who were California residents who worked for Defendant Agriland Farming Company, Inc. and its related Released Parties in California as production workers at any time between June 9, 2016 through the date the Court grants preliminary approval of the settlement (the “**Class Period**”).
- C. “Class Counsel” means David Yeremian & Associates, Inc.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts awarded to Class Counsel by the Court to compensate them for, respectively, their attorneys’ fees and litigation expenses incurred in connection with the Legal Action.
- E. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; Defendant’s employee identification number; and the number of workweeks that he or she worked for Defendant during the Class Period as a Class Member.
- F. “Class Member” is a member of the Class.
- G. “Class Notice” means the Notice of Proposed Settlement of Class Action, attached as Exhibit A to this Agreement and incorporated by reference into this Agreement.
- H. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator appear as set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- I. “Class Period” means the period of time from June 9, 2016 through the date the Court grants preliminary approval of the settlement.

- J. “Class Representative Service Payment” means any service payment awarded by the Court to the Plaintiff in his capacity as a Class Representative in order to compensate him for initiating the Legal Action, performing work in support of the Legal Action, undertaking the risk of liability for Defendant’s expenses in the event he was unsuccessful in the prosecution of the Legal Action, and for the general release of all claims by the Plaintiff.
- K. “Court” means the Madera County Superior Court.
- L. “Defendant’s Counsel” means Russell K. Ryan of Motschiedler, Michaelides, Wishon, Brewer & Ryan LLP.
- M. “Effective Date” means the date by which all of the following have occurred:
1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(O) of this Agreement.
- N. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice and herein.
- O. “Final” means the last of the following dates, as applicable:
1. If no objection to the Settlement is made, the date the Judgment is entered.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed, and none is filed.
 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date on which all appeals are exhausted or dismissed with prejudice provided that the Judgment has not been reversed, vacated or modified in any material respect.
- P. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement.
- Q. “Gross Settlement Amount” means Five Hundred Thousand Dollars (\$500,000.00) to be paid by Defendant as provided by this Agreement. Previous payments made by Defendant to class members (approximately \$73,450.00) will be applied as a credit for Agriland toward the Settlement Amount (“the Credit”). This amount is all-inclusive of all payments contemplated in this resolution in this Agreement, excluding any employer payroll taxes due on the portion of the Settlement Shares allocated to wages including FICA/FUTA which Defendant will pay separately from the Gross Settlement Amount.

- R. “Judgment” means the Final Judgement the Court will enter as proposed by the Parties at final approval and in connection with entry of the Court’s Order Granting Final Approval to the Settlement.
- S. “LWDA Payment” means 75% of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) the Parties have agreed to allocate in satisfaction of any claim for civil penalties that may be owed under the Private Attorneys General Act (“PAGA”), Cal. Labor Code section 2698, *et seq.* Seventy-five percent (75%) or Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$18,750.00) of the allocated Twenty-Five Thousand Dollars and No Cents (\$25,000.00) will be paid to the Labor & Workforce Development Agency (LWDA) and will be deducted from the Gross Settlement Amount, and 25% or Six Thousand Two Hundred Fifty Dollars and No Cents (\$6,250.00) will remain in the Net Settlement Amount to be distributed to the Settlement Class Members by the Settlement Administrator in connection with the checks for their individual Settlement Shares.
- T. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees and Expenses Payment, the Settlement Administrator’s fees and expenses, and seventy-five percent of the LWDA Payment.
- U. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- V. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- W. “Preliminary Approval of the Settlement” means the Court’s preliminary approval of the Settlement.
- X. “Released Parties” means Defendant, along with Agri Systems, Inc., Agriland Nursery, Inc., and Pistachio Harvesting, Inc., and Defendant’s predecessors, successors, assigns, heirs, executors, administrators, personal representatives, officers, directors, shareholders, employees, agents, attorneys, and accountants.
- Y. “Settlement” means the disposition of the Legal Action and all related claims effectuated by this Agreement.
- Z. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement, which is ILYM Group, Inc. (“ILYM Group”). It has provided a not to exceed quotation for completing Settlement Administration for a total cost of \$14,500.00 (“Settlement Administration Costs”).
- AA. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On June 9, 2020 Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Madera. On November 12, 2020, Plaintiff filed the First Amended Complaint which asserts claims against Defendant for:
1. Failure to pay minimum wages and for all hours worked;
 2. Failure to pay wages and overtime under Labor Code §510;
 3. Meal period liability under Labor Code §226.7;
 4. Rest-break liability under Labor Code §226.7;
 5. Failure to provide one day of rest in seven under Labor Code §§551, 552;
 6. Violation of Labor Code §226;
 7. Violation of Labor Code §221;
 8. Violation of Labor Code §204;
 9. Violation of Labor Code §203;
 10. Failure to Reimburse Necessary Business Expenses under Labor Code §2802;
 11. Violation of Business and Professions Code §17200 *et seq.*; and
 12. Penalties under PAGA, Labor Code §2698.
- B. On or about December 18, 2020, Defendant filed an Answer to the First Amended Complaint which alleges Fifty-Seven affirmative defenses and generally denied the Plaintiff's allegations. Specifically, Defendant contended (and continues to contend) that the Legal Action could not properly be maintained as a class action; that members of the class were properly compensated under state law; that Defendant did not fail to pay to any members of the class who are former Defendant employees any wages allegedly due at the time of their termination; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate the California Labor Code or California's wage and hour laws; did not violate California Business and Professions Code section 17200 *et seq.*; Defendant is not liable for any of the penalties claimed or that could be claimed in the Legal Action. Defendant further contends, among other things, that it has complied at all times with the California Labor Code, the Industrial Welfare Commission Wage Orders, the California Business and Professions Code and all laws, regulations and case law interpreting the above.
- C. The parties have engaged in settlement discussions during the 2+ years preceding the execution of this Agreement, including participating in an all-day mediation presided over on September 19, 2022 by mediator Hon. Howard Broadman (Ret.), a respected mediator of wage and hour class actions lawsuits. As a result of these negotiations, each side ultimately agreed to settle the Legal Action pursuant to the terms and conditions of this Agreement and executed a Memorandum of Settlement effective as of September 27, 2022.
- D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the First Amended Complaint of

Plaintiff or the putative Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Legal Action have merit. Defendant specifically denies any liability for any claims alleged in this Legal Action and denies any violation of any order, law, statute, duty or contract on the part of Defendant or any officer, director, shareholder, agent, supervisor, employee, attorney or representative of Defendant.

- E. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Five Hundred Thousand Dollars (\$500,000.00). Previous payments made by Defendant to class members of approximately \$73,450.00 (the "Credit") will be applied as a credit for Agriland toward the Settlement Amount and an offset for specific payments to be made to participating class members who received such payments. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be paid by Defendant to the Settlement Administrator in addition to the Gross Settlement Amount.
- B. **Timing and Payments from the Gross Settlement Amount.** The Settlement Administrator will make the following payments out of the Gross Settlement Amount within 30 days of the Effective Date:
 - 1. **To the LWDA: LWDA Payment.** Subject to Court approval, the Parties have allocated Twenty-Five Thousand Dollars and No Cents (\$25,000.00) for the payment of claims brought under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* California Labor Code section 2699(i) requires that the Parties distribute any settlement of PAGA claims as follows: seventy-five percent (75%) to the LWDA for enforcement of labor laws and education of employers; and twenty-five percent (25%) to "aggrieved employees" (i.e., Settlement Class Members.) Therefore, Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$18,750.00) of the allocated Twenty-Five Thousand Dollars and No Cents (\$25,000.00) will be paid to the Labor & Workforce Development Agency (LWDA) and 25% or Six Thousand Two Hundred Fifty Dollars and No Cents (\$6,250.00) will remain in the Net Settlement Fund to be distributed in accordance with the terms of this Agreement.

2. **To Plaintiff:** In addition to his Settlement Share, Plaintiff will apply to the Court for an award of not more than \$7,500.00 as his Class Representative Service Payment. Defendant will not oppose a Class Representative Service Payment of no more than \$7,500.00 for Plaintiff. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$7,500.00 for the Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to Plaintiff with respect to the payment. In further consideration for this payment, Plaintiff is providing a 1542 waiver and a general release of all claims, as further addressed herein.
3. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than \$166,650.00 (33.33% of the Gross Settlement Amount) as their Class Counsel Fees Payment and an amount not more than \$20,000.00 for litigation costs and expenses incurred. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than \$166,650.00 and \$20,000.00, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Counsel Fees and Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of Class Counsel's fees and costs shall be made to David Yeremian & Associates, Inc. by the Settlement Administrator in accordance with this Agreement.
4. **To the Settlement Administrator.** The Settlement Administrator (ILYM Group) will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$14,500.00. To the extent the fees and expenses that are documented and approved by the Court are less than \$14,500.00, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. **Payments From the Net Settlement Amount.** The Net Settlement Amount after the above deductions and the Credit have been made from the Gross Settlement Amount as described in this Agreement.

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. It will be

calculated as set forth below, and the individual Settlement Share payments issued to Participating Class Members who received a prior payment credited to Defendant will be reduced by the amount received by that Participating Class Members from the Credit. In the event an individual Participating Class Member's Settlement Share is less than the prior payment received that is being credited to Defendant, that Participating Class Member will not receive any additional Settlement Share payment and the prior payment will be deemed his or her Settlement Share. The submission of a claim form is not required to be paid.

2. **Calculation.** The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of work weeks for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's work weeks that occurred during the Class Period. **Tax Allocations** will be apportioned as follows:
 - a. Thirty percent (30%) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "**Wage Portion**"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2.
 - b. Seventy percent (70%) of each Participating Class Member's Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (the "**Non-Wage Portion**"). Accordingly, the Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
3. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, with the exception of a PAGA payment, and their election not to participate will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
4. **Class Size Modification** Defendant has represented at mediation that the class consists of an approximate total of **609 Class Members** who collectively worked **70,086 workweeks** in California during the Class Period. Defendant will provide a declaration under oath as to the number of the actual workweeks and members in the Class prior to the filing of the motion for preliminary approval. If the number of workweeks increases by more than 10% or more of the amount set forth herein, there will be an upward adjustment of the Gross Settlement Amount in proportion to the additional number of compensable workweeks. Specifically, Defendant will increase the Gross Settlement Amount by a *pro rata* basis based upon the increase or workweeks.

- D. **Appointment of Settlement Administrator.** The Parties will ask the Court to appoint ILYM Group, Inc. as the claims administrator which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members and maintaining a settlement website; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall calculate payroll withholdings for taxes and shall transmit the required employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval of Settlement by the Court.**
 - a. After Execution of this Settlement Agreement, Plaintiff will file a motion seeking Preliminary Approval Motion of the Settlement, for a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval").
 - b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and request that the Court issue an Order Granting Preliminary Approval to the Settlement, and Plaintiff's counsel will file the Order in a proposed form agreed to by the parties.
 - c. Should the Court decline to preliminarily approve all material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members),

the Parties will endeavor in good faith to obtain preliminary approval pursuant the Court's guidelines and resubmit for preliminary approval.

2. **Notice to Class Members.** After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Class Notice Packet (which will include the Class Notice completed to reflect the order granting Preliminary Approval of the Settlement) as follows:
 - a. No later than 14 days after the Court enters its order granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data, and will also list the amount each Class Member received from the Credit. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties and will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration, and shall not be used for any other purpose by Class Counsel.
 - b. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. The Notice Packet will include English and Spanish translation versions of the Class Notice. No later than the date for mailing the Notice Packets set forth above, the Administrator will create a website for the purpose of this settlement and will post the Class Notice that is mailed out in English and Spanish versions, a copy of this Agreement, a copy of the operative Complaint, and all court orders that relate to the Settlement.

- c. Any Class Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly, and not longer than ten (10) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find that more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e. Not later than 10 days before the date by which the Plaintiff is to file his motion for final approval, the Settlement Administrator will provide the Parties for filing with the Court a Declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its Declaration of due diligence as may be necessary to address any material changes that occur from the date of the filing.

3. **Objections to Settlement; Disputes as to Pay Periods allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and objections to Class Counsels' Fees and Expenses Payment. Class Members may also submit Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to any aspect of the Settlement (including Class Counsel Fees and Expenses Payment and/or the Class Representative Service Payment) must submit to the Settlement Administrator, not later than 45 calendar days after the Settlement Administrator mails the Class Notice Packets, written objections to the Settlement setting forth the grounds for the objection. To be valid, the Objection must (1) be signed by the Class Member; (2) state the name, address and telephone number of the Class Member; (3) be addressed to the Settlement Administrator at the specified address; and (4) be postmarked by the Response Deadline. The postmark date shall be the means for determining that an objection is timely. Non-Participating Class Members shall have no ability to comment on or object to the Settlement. Although not required, any Class Member making an objection will be asked to state the factual and legal basis for the objection and to indicate whether the Class Member intends to appear at the Final Approval/Fairness Hearing, with or without separate counsel. Class Members who submit a timely and valid Notice of Objection will have a right to appear at the Final Approval/Fairness Hearing to have their objections heard by the Court. At no time shall any of the Parties or their Counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections. The Settlement Administrator shall email any objections to Counsel for the Parties promptly upon receipt, and Class Counsel shall lodge any objections with the Court.
- b. **Disputes as to Pay Periods.** Each Class Member shall also have 45 days from the date of mailing the Class Notice Packet in which to dispute the number or pay periods the Notice of Settlement allocates to them during the Class Period. The postmark date shall be the means for determining that a dispute is timely. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Notice of Dispute shall be directed to the Settlement Administrator. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class Members and the Parties.
- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator not later than 45 calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate

in Settlement. To be valid, the written request for exclusion must: (1) explicitly and unambiguously state words to the effect of: “I wish to exclude myself from the settlement reached in the matter of *Castillo v. Agriland Farming Company, Inc.* I understand by excluding myself, I will not receive any money from the settlement reached in this matter”; (2) contain the name, address and telephone number of the person requesting exclusion; (3) be signed by the Class Member; (4) addressed to the Settlement Administrator at the specified address; and (5) be postmarked by the Response Deadline. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member’s identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment or have any right to object, appeal or comment thereon.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Class set forth in this Agreement.

- d. **Report.** Not later than 10 days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide the Parties with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

- 4. **Right of Defendant to Reject Settlement.** If ten percent (10%) or more Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administrator’s reasonable fees and expenses incurred as of the date that Defendant exercises its right to void the Settlement. Defendant will notify Class Counsel and the Court whether it is exercising this right to void not later than seven (7) days after the Settlement Administrator notifies the Parties of the number of valid Elections Not to Participate in Settlement it has received.

5. **No Solicitation of Objection or Election Not to Participate.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
6. **Additional Briefing and Final Approval.**
 - a. Class Counsel will file with the Court their application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date Plaintiff files his Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - b. Not later than 16 Court days before the Final Approval Hearing, or on a date otherwise set by the Court, Plaintiff will file with the Court a motion for final approval of the Settlement.
 - c. If any opposition is filed, then not later than seven days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval of the Settlement; and Plaintiff and Class Counsel may also file a reply in support of their motions for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
 - d. If the Court does not grant final approval of the Settlement, then the settlement will be null and void and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement, except that the Defendant will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement becomes null and void under this paragraph. An award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement.
 - e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry a proposed Order granting final approval and a proposed Final Judgment. After entry of the Judgment, the Court will have continuing jurisdiction over this Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing

such post-Judgment matters as may be appropriate under court rules or applicable law.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become nonappealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then either Plaintiff or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing Court, and the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
9. **Funding of Gross Settlement Amount.** No later than seven (7) calendar days from the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount as follows: Defendant shall pay out the total sum of \$500,000.00 (less the Credit) for payment of all claims, payment of Claim Administration Costs, Attorneys' Fees, Attorneys' Expenses and the Service Award. The Settlement Amount shall be all-in with no reversion to Defendant. The employer's share of payroll taxes shall not be paid from the Settlement Amount and separate payment shall remain the responsibility of Defendant.

10. **Uncashed Settlement Share Checks.** A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If Participating Class Member's Settlement Share check is not cashed within 120 days after its last mailing to the Participating Class Member's the Settlement Administrator will send the Participating Class Member a letter informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this notice, the funds from such uncashed checks will be donated to and agreed-upon charitable organization of the parties' recommendation, which may include but is not limited to Agriland Foundation, Inc., a non-profit 501(c)(3) organization, provided that organization is approved by the Court at preliminary and final approval as a *cy pres* beneficiary.
11. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, or as otherwise required by the Court, the Settlement Administrator will serve on the Parties and Plaintiff's counsel will file with the Court a Declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. **Release of Claims.**

1. **Participating Class Members.** Upon entry of final judgment, Plaintiff and the Participating Class Members release all Released Class Claims that occurred during the Class Period. The "**Released Class Claims**" are all alleged claims in the Action and claims that could have been pled arising out of the same operative facts, including but not limited to, claims for meal and rest breaks, wage statement violations, and off the clock work, that each Participating Class Member had, now has, or may hereafter claim to have against Defendant and the Released Parties that were alleged in the Legal Action which occurred during the Class Period ("**Released Class Claims**"). The Released Class Claims excludes all other claims not released, including claims for wrongful termination, unemployment insurance, disability, workers' compensation, and claims outside the Class Period.
2. **Plaintiff.** As of the date the Settlement becomes Final, Plaintiff will fully and finally release Defendant and the other Released Parties from any and all claims, demands, rights, liabilities and causes of Legal Action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law

including but not limited to those claims raised in the Legal Action and/or that could have been raised in the Legal Action, and those arising from or related to his employment with Defendant (**"Plaintiff's Released Claims"**). This release excludes only the release of claims not permitted by law.

3. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, the Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to those Released Class Claims, Plaintiff's expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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 released party.

4. **Class Counsel.** As of the date the Settlement becomes Final, and except as otherwise provided by this Agreement, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Legal Action.

- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members.
- H. **Limitation on Public Statements About Settlement.** Plaintiff, Class Counsel, Defendant and Defendant's Counsel, represent that they have not and will not issue any press or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on the case website for viewing by Class Members.

I. **Miscellaneous Terms.**

1. **No Admission of Liability or Class Certification for Other Purposes.**

- a. Defendant denies that they have: (i) engaged in any unlawful activity, (ii) failed to comply with the law in any respect, and (iii) any liability to anyone under the claims asserted in the Legal Action, or that but for the Settlement a class should be certified in the Legal Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of the claims was non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Legal Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other Released Party or beneficiary of the releases granted under this Agreement including, including but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Legal Action, or any other civil, criminal or administrative Legal Action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. No rights

hereunder may be waived except in writing signed by parties and legal counsel, as may be appropriate.

3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate Legal Action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court for resolution.
4. **No Prior Assignments:** The Parties 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 and portion of any liability, claim, demand, Legal Action, cause of Legal Action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in III.I.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the substantive laws of the State of California and procedural laws of the United States of America, without giving effect to any conflict of law principles or choice of law principles.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Legal Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of confidential documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy all such confidential documents and data.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:	To Defendant:
David Yeremian, Esq. Alvin B. Lindsay, Esq. DAVID YEREMIAN & ASSOCIATES, INC. 2540 Foothill Blvd., Suite 201 La Crescenta, CA 91214 Telephone: (818) 230-8380 E-mail: david@yeremianlaw.com alvin@yeremianlaw.com	Russell K. Ryan, Esq. MOTSCHIEDLER, MICHAELIDES, WISHON, BREWER & RYAN LLP 1690 West Shaw Avenue, Suite 200 Fresno, CA 93711 Telephone (559) 439-4000 Facsimile: (559) 439-5654 E-mail: rkr@mmwbr.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

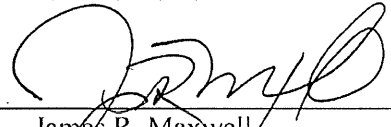
15. **Continuing Jurisdiction.** The parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this Agreement until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.
16. The Parties agree to hold in abeyance all proceedings in this Legal Action except such proceedings necessary to implement and complete the Settlement, pending the final approval hearing to be conducted by the Court.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: April
~~March~~ 13, 2023

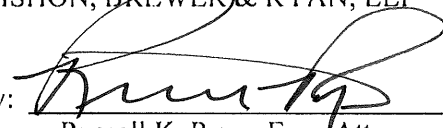
AGRILAND FARMING COMPANY, INC.

By: 

James R. Maxwell

Dated: April
~~March~~ 13, 2023

MOTSCHIEDLER, MICHAELIDES
WISHON, BREWER & RYAN, LLP

By: 

Russell K. Ryan, Esq., Attorneys for
Agriland Farming Company, Inc.

Dated: April 13, 2023

DAVID YEREMIAN & ASSOCIATES, INC.

By: 

David Yeremian, Esq.
Alvin Lindsay, Esq.
Class Counsel

4/13/2023

Dated: March __, 2023

By: 

Epigmenio Castillo
Class Representative

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS LEGAL ACTION, CONDITIONAL
CERTIFICATION OF SETTLEMENT CLASS, PRELIMINARY APPROVAL OF
SETTLEMENT, AND HEARING DATE FOR FINAL COURT APPROVAL

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR COURT APPROVAL
(Castillo, et al., v. Agriland Farming Company, Inc., et al.,
Madera County Superior Court Case No.: MCV083645)**

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	If you worked for Agriland Farming Company, Inc. and related entities as a production worker at any time during the period of June 9, 2016 through April 14, 2023, you are a member of the Class in this Class and Representative Action. You will automatically receive a payment if you do not exclude yourself. This Notice provides details of the Settlement. Your estimated Settlement Share amount is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below.
Exclude Yourself	To exclude yourself, you must send a letter to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	Write to the Court about why you do not like the settlement. You will remain a participating Class Member. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action (the “Legal Action”) filed in the Superior Court of the State of California, in and for the County of Madera (the “Court”), by Plaintiff Epigmenio Castillo against Defendant Agriland Farming Company Inc. (“Agriland” or “Defendant”) has been reached by the parties and has been granted preliminary approval by the Court supervising the Legal Action.

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

All individuals who were California residents who worked for Defendant Farming Company, Inc. and its related Released Parties in California as production workers at any time during the Class Period. The Class Period is the time period June 9, 2016 through April 14, 2023.

The Released Parties include Agriland Farming Company, Inc., Agri Systems, Inc., Agriland Nursery, Inc., and Pistachio Harvesting, Inc. and other Agriland related entities.

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

2. What is this class action lawsuit about?

A. On June 9, 2020 Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Madera. On November 12, 2020, Plaintiff filed the First Amended Complaint which asserts claims against Defendant for: (1) Failure to pay minimum wages and for all hours worked; (2) Failure to pay wages and overtime under Labor Code §510; (3) Meal period liability under Labor Code §226.7; (4) Rest-break liability under Labor Code §226.7; (5) Failure to provide one day of rest in seven under Labor Code §§551, 552; (6) Violation of Labor Code §226; (7) Violation of Labor Code §221; (8) Violation of Labor Code §204; (9) Violation of Labor Code §203; (10) Failure to Reimburse Necessary Business Expenses under Labor Code §2802; (11) Violation of Business and Professions Code §17200 *et seq.*; and (12) Penalties under PAGA, Labor Code §2698.

Defendant answered the Complaint with a general denial and asserted fifty-seven affirmative defenses. Defendant denies that it violated the law in any way, and further denies that the Legal Action is appropriate for class treatment for any purpose other than this settlement. Nothing in this Notice, or the Settlement itself, or any actions to carry out the terms of the Settlement mean that the Defendant admits any fault, guilt, negligence, wrongdoing or liability whatsoever. The Court has made no findings regarding the above claims.

The Court granted preliminary approval of the Settlement on April 14, 2023. At that time, the Court also preliminarily approved Plaintiff to serve as the Class Representative, David Yeremian & Associates, Inc. to serve as Class Counsel, and ILYM Group, Inc. to serve as Settlement Administrator.

3. What are the terms of the Settlement?

Settlement Amount. Without admitting any wrongdoing, Defendant has agreed to pay Five Hundred Thousand Dollars (\$500,000.00) (called the “Gross Settlement Amount”) to fully resolve the claims in the Legal Action. The Gross Settlement Amount includes all settlement payments to Participating Class Members; Class Counsel’s attorneys’ fees, litigation expenses, and costs; all Settlement Administration Expenses; the Class Representative Service Payment; and the LWDA Payment for penalties under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). Additionally, previous payments made by Defendant to class members (approximately \$73,450.00) will be applied as a credit for Defendant toward the Gross Settlement Amount (“the Credit”). All of the Gross Settlement Amount will be disbursed under the Settlement to the participating Class Members and none of it will revert to Defendant. Participating Class Members who received a prior payment of a portion of the Credit will have their prior payment amount deducted from their individual settlement share.

Settlement Administration and Other Payments. The Court has tentatively approved certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval:

- Settlement Administration. Payment to the Settlement Administrator, not to exceed \$14,500.00, for the expense of notifying the Class Members of the Settlement, processing opt outs submitted by Class Members, and distributing settlement payments.
- Attorneys’ Fees, Expenses, and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed \$166,650.00 (33.33% of the Gross Settlement Amount) as approved by the Court for the work Class Counsel performed in this Legal Action, and will continue to perform through settlement finalization, together with reimbursement for litigation expenses and costs actually incurred in connection with the Legal Action not to exceed \$20,000. Class Counsel has been prosecuting the Legal Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has paid all litigation costs and expenses required to reach this Settlement.

- Class Representative Service Payment. A service award not to exceed \$7,500.00 to the Plaintiff to compensate him for services on behalf of the Class in initiating and prosecuting the Legal Action. This payment is in addition to whatever payments Plaintiff is entitled to as a Participating Class Member.
- LWDA Payment. The Parties have allocated \$25,000.00 for the payment of claims brought under the California Labor Code section 2699(i) requires that the Parties distribute any settlement of PAGA claims as follows: Seventy-five percent (75%) or \$18,750.00 of the allocated \$25,000.00 will be paid to the Labor & Workforce Development Agency (LWDA) and will be deducted from the Gross Settlement Amount, and 25% or \$6,250.00, will remain in the Net Settlement Amount to be distributed to the Participating Class Members by the Administrator in connection with the checks for their individual Settlement Shares.

Calculation of Settlement Class Member Awards. After the above payments are subtracted from the Gross Settlement Amount, including the Credit, the remaining amount will be used to make settlement payments to Participating Class Members (the "Net Settlement Amount"). The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Class Member who does not request exclusion ("Participating Class Member"). The submission of a claim form is not required to be paid. Here is how it works:

- Allocation Formula: The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of work weeks for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's work weeks that occurred during the Class Period.
- The individual Settlement Share payments issued to Participating Class Members who received a prior payment credited to Defendant will be reduced by the amount received by that Participating Class Member from the Credit. In the event an individual Participating Class Member's Settlement Share is less than the prior payment received that is being credited to Defendant, that Participating Class Member will not receive any additional Settlement Share payment and the prior payment will be deemed his or her Settlement Share.

Class Members who do **not** opt out of the Settlement as provided for below will be entitled to receive a payment pursuant to the Settlement. **If you do nothing, you will be deemed a Participating Class Member, a settlement check will be mailed to you, and you will release all claims you may have related to the allegations in the case,** as described below.

Tax Matters. For the Class, 30% of Claims will be allocated to each Class Member's respective wage claims, and 70% of Claims will be allocated to each Class Member's respective non-wage claims for penalties and interest. The wage portion will be reported as such to each Participating Class Member on an IRS Form W-2. The non-wage portion will be reported as such to each Participating Class Member by an IRS Form 1099. Class Members may wish to consult their tax advisors concerning the tax consequences of the payments they receive.

Releases. Upon final approval by the Court of the Settlement, all Participating Class Members release all Released Class Claims that occurred during the Class Period. The "Released Class Claims" are all alleged claims in the Legal Action and claims that could have been pled arising out of the same operative facts, as well as claims for meal and rest breaks, wage statement violations, and off the clock work, that each Participating Class Member had, now has, or may hereafter claim to have against Defendant, along with Agri Systems, Inc., Agriland Nursery, Inc., and Pistachio Harvesting, Inc., and Defendant's predecessors, successors, assigns, heirs, executors, administrators, personal representatives, officers, directors, shareholders, employees, agents, attorneys, and accountants (collectively "Released Parties") that were alleged in the Legal Action which occurred during the Class Period ("Released Class Claims"). The Released Class Claims excludes all other claims, including claims for wrongful termination, unemployment insurance, disability, workers' compensation, and claims outside the Class Period.

In exchange for the settlement payment, all Class Members who do not timely and formally opt out of the settlement by requesting exclusion as described below will be bound by this release.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following a final approval hearing on the Settlement.

4. How much will my payment be?

Defendant's records reflect that you have _____ weeks worked during the Class Period.

Defendant's records further reflect that you received a prior payment of \$_____ from Defendant that has been credited towards the Gross Settlement Amount.

Based on this information, your estimated Settlement Share payment is calculated to be \$_____.

If you wish to challenge the weeks worked stated above, then you must submit a written, signed challenge along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than forty-five (45) calendar days after the postmark date of this Notice.

5. How can I get a payment?

To receive a payment under this Settlement, you **do not have to do anything**. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc. ("ILYM Group"), which may be contacted at the following contact information:

ILYM Group, Inc.
14751 Plaza Dr., Suite J
Tustin, California 92780

See also case website at: http://ilymgroup/_____.

The Court will hold a hearing on (date) to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, the first payments will be mailed within a few months of final approval, and the second and third payments mailed in the following years after the money is received. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive no money from the Settlement, and you will not be bound by its terms.** To opt out, you must submit a written request to the Settlement Administrator that states "'I wish to exclude myself from the settlement reached in the matter of *Castillo v. Agriland Farming, Inc.* I understand by excluding myself, I will not receive any money from the settlement reached in this matter'" This request for exclusion must be signed, state the Class Member's name, address, and telephone number and be postmarked no later than _____, 2023. Written requests for exclusion that are postmarked after _____, 2023, or are unsigned by the Class Member, will be rejected, and those Class Members will remain bound by the Settlement and the Release above.

7. How do I tell the Court that I don't like the Settlement?

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, signature, and describe why the objector believes the Settlement is unfair and whether the objector intends to appear at the final approval hearing. The objections must be mailed to the Settlement Administrator and mailed on or before _____, 2023. All objections or other

correspondence must also state the name and number of the case, which is *Castillo v. Agriland Farming, Inc.* in the Superior Court of the State of California for Madera County, Case No. MCV083645. To object to the Settlement, you must remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Any Class Member who does not object in the manner provided in this Notice will have waived any objection to the Settlement, whether by appeal or otherwise.

Class Members who mail timely notices of objection, and which indicate the Class Member wishes to be heard at the final approval hearing, will have a right to appear, either in person or through their own attorney at their expense, at the final approval hearing and have their objections heard by the Court. Objections not previously filed in writing in a timely manner as described above will not be considered by the Court.

You must send any Request for Exclusion or Objection or Dispute to the Settlement Administrator by the response deadline of [REDACTED]. The address for the Settlement Administrator is provided above.

The addresses for Parties' counsel are as follows:

Class Counsel:

Alvin Lindsay, Esq.
DAVID YEREMIAN & ASSOCIATES, INC.
2540 Foothill Blvd., Suite 201
La Crescenta, CA 91214
Telephone: (818) 230-8380
E-mail: david@yeremianlaw.com
alvin@yeremianlaw.com

Counsel for Defendant:

Russell K. Ryan, Esq.
Motschiedler, Michaelides, Wishon, Brewer &
Ryan LLP
1690 West Shaw Avenue, Suite 200
Fresno, California 93711
E-mail: rkr@mmwbr.com

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

The Court will hold a Final Approval Hearing at 00:00 AM/PM on [REDACTED], at the Madera County Superior Court in Department 45 before Hon. Katherine M. Rigby, located at 200 South G Street, Madera, California 93637. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

9. How do I get more information?

You may call the Settlement Administrator at *** or write to ILYM Group, Inc. _____; or contact Class Counsel at the above contact information. If you would like to review important case documents like the Settlement Agreement and approval related orders and documents, along with English and Spanish translations of the Class Notice, please visit the case web-page at: [http://ilymgroup\[REDACTED\]](http://ilymgroup[REDACTED]).

You may also receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to Class Counsel (address above). You may also find more details about the case by examining the documents in the court's file at <http://www.madera.courts.ca.gov> and entering the Case No. MCV083645.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator will ensure the funds from any uncashed checks are donated to Agriland Foundation, Inc., a non-profit 501(c)(3) charitable organization, which was recommended by the parties and approved by the court.