

Adam Y. Siegel (SBN 238568)
Lyubov Lerner (SBN 311762)
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430
E-mail: Adam.siegel@jacksonlewis.com
E-mail: Lyubov.lerner@jacksonlewis.com

Attorneys for Defendants
GRIMMWAY ENTERPRISES, INC. and GRIMMWAY FARM

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
Email: mmatern@maternlawgroup.com
TAGORE SUBRAMANIAM (SBN 280126)
Email: tagore@maternlawgroup.com
SYDNEY A. ADAMS (SBN 319991)
Email: sadams@maternlawgroup.com
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff RHINA BEATRIZ CARRILLO,
SADIN HERNANDEZ, and ROSALVA TECUANHUEHUE,
individually, and on behalf of others similarly situated

Anthony Raimondo (SBN 200387)
Steven R. Wainess (SBN 106645)
RAIMONDO & ASSOCIATES, A LAW CORPORATION
7110 N. Marks Ave., Suite 104
Fresno, California 93711
Telephone: (559) 432-3000
Facsimile: (559) 432-2242
Email: apr@raimondoassociates.com
Email: srw@raimondoassociates.com

Attorneys for Defendant
MA MEDINA FARM LABOR SERVICES, INC.

[PLEADING CONTINUES ON NEXT PAGE]

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF KERN

RHINA BEATRIZ CARRILLO, individually,
and on behalf of others similarly situated

Plaintiff,

vs.

GRIMMWAY ENTERPRISES, INC., a
California corporation; GRIMMWAY FARM,
an unknown business form; MA MEDINA
FARM LABOR SERVICES, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: BCV-19-101196

*[Assigned for all purposes to the Honorable
Thomas S. Clark, Dept. 17]*

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

Complaint Filed: April 30, 2019

IT IS HEREBY STIPULATED, by and between Plaintiffs RHINA BEATRIZ CARRILLO, SADIN HERNANDEZ, AND ROSALVA TECUANHUEHUE, individually and on behalf of all others similarly situated, on the one hand, and Defendants GRIMMWAY ENTERPRISES, INC. and MA MEDINA FARM LABOR SERVICES, INC. (collectively, "Defendants") (collectively referred to as the "Parties") on the other hand, and subject to the approval of the Court, that the Action is hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement and Release ("Agreement," "Settlement," or "Stipulation of Settlement") and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Stipulation of Settlement.

DEFINITIONS

1. "Action" means the putative class and representative action entitled *RHINA BEATRIZ CARRILLO, SADIN HERNANDEZ, ROSALVA TECUANHUEHUE, et al. v. GRIMMWAY ENTERPRISES INC., MA MEDINA FARM LABOR SERVICES, INC., et al.*, Superior Court of California, County of Kern, Case No. BCV-19-101196-TSC.

2. “Class Counsel” means Matthew Matern, Esq., Tagore O. Subramanian, Esq. and Sydney A. Adams of Matern Law Group, PC.

3. “Class Counsel Award” means the Court-approved attorneys’ fees for Class Counsel’s litigation and resolution of the Action, not to exceed Seven Hundred Ninety-One Thousand Six Hundred Sixty Seven Dollars and Zero Cents (\$791,667.00) (one-third of the Maximum Settlement Amount), and the court approved costs incurred by Class Counsel in connection with this Action, not to exceed Fifty Thousand Dollars (\$50,000.00).

4. “Class Information” or “Class List” means information regarding Class Members that Defendants shall in good faith compile from their records and shall be authorized by the Court to transmit in a secured manner to the Settlement Administrator. Class Information shall be transmitted in Microsoft Excel format and shall include each Class Member’s: (i) full name; (ii) last known address; (iii) Social Security number; and (iv) dates worked for MA Medina Farm Labor Services, Inc. while placed at Grimmway Enterprises, Inc.

5. “Class Members” or “Settlement Class” means all current and former non-exempt employees of Defendant MA Medina Farm Labor Services, Inc. who were placed at Defendant Grimmway Enterprises, Inc. during the Class Period.

6. “Class Period” means the period from April 30, 2015 through the date of preliminary approval or as specified in Paragraph 56.

7. “Class Representative Service Awards” means the Court-approved amounts to be paid to Plaintiffs, in addition to Plaintiffs’ Individual Settlement Awards, in recognition of Plaintiffs’ efforts and risks in prosecuting the Action (not to exceed Ten Thousand Dollars [\$10,000.00] to each Plaintiff or a total of Thirty Thousand Dollars [\$30,000.00]).

8. “Defendants” means Defendant Grimmway Enterprises, Inc. and MA Medina Farm Labor Services.

9. “Defense Counsel” means Adam Y. Siegel, and Lyubov Lerner of Jackson Lewis P.C., and Anthony Raimondo of Raimondo & Associates.

10. “Effective Date” of the Settlement shall mean the date when all of the following events have occurred: (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel and

1 Defendants' Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3)
2 the Notice of Class Action Settlement has been given to the putative members of the Settlement Class,
3 providing them with an opportunity to object to the terms of this Stipulation of Settlement or opt out of
4 the settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment
5 certifying the Settlement Class, dismissing the Action with prejudice, and approving the Stipulation of
6 Settlement; (5) 65 calendar days have passed since the Court has entered a final Order and Judgment
7 certifying the Settlement Class, dismissing the Action with prejudice, and approving the Stipulation of
8 Settlement; and (6) in the event there are written objections filed prior to the final fairness hearing which
9 are not later withdrawn or denied, the later of the following events: five business days after the period for
10 filing any appeal, writ or other appellate proceeding opposing the Court's final Order approving the
11 Stipulation of Settlement has elapsed without any appeal, writ or other appellate proceeding having been
12 filed; or, if any appeal, writ or other appellate proceeding opposing the Court's final Order approving the
13 Stipulation of Settlement has been filed, five business days after any appeal, writ or other appellate
14 proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed with no
15 right to pursue further remedies or relief.

16 11. "Employer's Share of Payroll Taxes" means Defendants' portion of payroll taxes,
17 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Awards that
18 constitutes wages.

19 12. "Final Approval Hearing" means the hearing to be conducted by the Court after the filing
20 by Plaintiffs of an appropriate motion and following appropriate notice to Class Members giving Class
21 Members an opportunity to request exclusion from the Settlement Class and Settlement and to object to
22 the Class Settlement, at which time Plaintiffs shall request that the Court finally approve the Settlement,
23 enter the Final Order and Judgment, and take other appropriate action. Class Members shall not be eligible
24 to opt out of the PAGA settlement.

25 13. "Final Order and Judgment" means the order and judgment to be entered by the Court upon
26 granting final approval of the Settlement and this Stipulation of Settlement as binding upon the Parties and
27 Participating Class Members. A proposed Final Order and Judgment shall be mutually agreed upon by the
28 Parties and submitted to the Court concurrently with Plaintiffs' Motion for Final Approval of the Settlement.

1 14. “Final Report” means the report to be prepared by the Settlement Administrator (after the
2 expiration of the 120-day period in which Participating Class Members must cash/deposit their Individual
3 Settlement Payment checks) regarding the distribution of the Maximum Settlement Amount, including the
4 total amount that was cashed/deposited by Participating Class Members and the total amount of any unpaid
5 residue or unclaimed or abandoned funds pursuant to California Code of Civil Procedure section 384.

6 15. “Individual Settlement Award” means the amount payable from the Net Settlement
7 Amount to each Participating Class Member.

8 16. “Maximum Settlement Amount” means the maximum amount Defendants shall have to
9 pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all
10 Individual Settlement Awards to Participating Class Members, the Class Counsel Award, the Class
11 Representative Service Awards, PAGA Payment, and Settlement Administration Costs. Subject to Court
12 approval and the terms of this Stipulation of Settlement, the Maximum Settlement Amount Defendants
13 shall be required to pay is Two Million Three Hundred and Seventy-Five Thousand Dollars (\$2,375,000).
14 The Maximum Settlement Amount does not include the Employer Share of Payroll Taxes.

15 17. “Net Settlement Amount” means the Maximum Settlement Amount, less the Class Counsel
16 Award, Class Representative Service Awards, PAGA Payment, and Settlement Administration Costs.

17 18. “Notice of Objection” means a Class Member’s valid and timely submission of a written
18 objection to the Settlement. For an objection to be valid, it must include: (a) the objector’s full name,
19 signature, address, telephone number, and the last four digits of his/her Social Security number, (b) a written
20 statement of all grounds for the objection accompanied by any legal support for such objection, and (c)
21 copies of any papers, briefs, or other documents upon which the objection is based. At no time shall any of
22 the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class
23 Members from submitting a Notice of Objection or filing an appeal from the Final Order and Judgment.

24 19. “PAGA Payment” means the amount of One Hundred Thousand Dollars (\$100,000.00),
25 subject to Court approval, allocated from the Maximum Settlement Amount for satisfaction of Plaintiffs’
26 and Class Members’ claims under the California Private Attorneys’ General Act of 2004, California Labor
27 Code §§ 2698, et seq. (“PAGA”), of which Seventy Five Thousand Dollars (\$75,000.00) will be paid to
28 the Labor and Workforce Development Agency and 25% distributed to Class Members.

1 20. “PAGA Period” means the period from April 30, 2018 through the date of Preliminary
2 Approval of the Settlement or as specified in Paragraph 56.

3 21. “Participating Class Members” means Plaintiffs and all other Class Members who do not
4 submit a valid and timely Request for Exclusion.

5 22. “Parties” means Plaintiffs and Defendants.

6 23. “Plaintiffs” means plaintiffs Rhina Beatriz Carrillo (“Carrillo”), Sadin Hernandez
7 (“Hernandez”), and Rosalva Tecuanhuehue (“Tecuanhuehue”).

8 24. “Preliminary Approval Order” means the order to be issued by the Court approving and
9 authorizing the mailing of the Settlement Notice by the Settlement Administrator, setting the date of the
10 Final Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation
11 of Settlement, among other things. A proposed Preliminary Approval Order shall be mutually agreed upon
12 by the Parties and submitted to the Court concurrently with Plaintiffs’ Motion for Preliminary Approval
13 of the Settlement.

14 25. “Released Claims” includes all claims under state, federal or local law, whether statutory,
15 common law or administrative law, arising out of, related to allegations set forth in the operative
16 Complaint or Plaintiff’s PAGA Notice to the Labor and Workforce Development Agency , including but
17 not limited to: claims for minimum wage violations; failure to pay overtime wages; unreimbursed
18 expenses; rest period violations; meal period violations; failure to keep proper records; itemized wage
19 statement violations; waiting time penalties; unfair competition; declaratory relief; and claims for
20 violation of the California Private Attorneys General Act; including, but not limited to, injunctive relief;
21 punitive damages; liquidated damages, penalties of any nature; interest; fees; costs; and all other claims
22 and allegations made or which could have been made in the Action from April 30, 2015 through the date
23 of preliminary approval of the Settlement or as specified in paragraph 56.

24 26. “Released Parties” means Defendants Grimmway Enterprises, Inc. and all its present and
25 former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers,
26 directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity
27 which could be liable for any of the Released Claims and MA Medina Farm Labor Services, Inc. and all
28 its present and former parent companies, subsidiaries, divisions, related or affiliated companies,

1 shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any
2 individual or entity which could be liable for any of the Released Claims.

3 27. “Released Claims Period” means the period from April 30, 2015 through the date of
4 preliminary approval of the Settlement or as specified in paragraph 56.

5 28. “Request for Exclusion” means a written statement submitted by a Class Member indicating
6 a request to be excluded from the Settlement. An exclusion form substantially in the form of Exhibit A shall
7 be included in the notice to Class Members. See Exhibit A. The Request for Exclusion must be in writing
8 and must: (a) be signed by the Class Member; (b) contain the name, address, telephone number, and the last
9 four digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the
10 Class Member does not wish to be included in the Settlement; (d) be returned by fax or mail to the Settlement
11 Administrator at the specific address and/or facsimile number; and be postmarked or faxed on or before the
12 Response Deadline. The date of the fax or postmark on the return mailing envelope will be the exclusive
13 means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does
14 not request exclusion from the Settlement will be deemed a “Participating Class Member” and will be bound
15 by all terms of the Settlement, if the Settlement is granted final approval by the Court. No later than ten (10)
16 calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties
17 a complete list of all Class Members who submitted a timely and valid Request for Exclusion. Defendants,
18 at its sole discretion, then shall have the right, but not the obligation, to revoke the Settlement if five percent
19 (5%) or more of the Class Members timely exclude themselves. Defendants shall exercise its revocation
20 rights, if at all, within thirty (30) calendar days of the Response Deadline.

21 29. “Response Deadline” means Class Members shall have forty-five (45) calendar days from
22 the date of mailing of the Class Notice to return a Request for Exclusion to the Claims Administrator. If
23 the 45th day falls on a Sunday or holiday, the deadline to return Exclusion Forms will be the next business
24 day that is not a Sunday or holiday. Class Members shall not be permitted to opt-out of the PAGA release.

25 30. “Settlement” means the final and complete disposition of the Action pursuant to this
26 Stipulation of Settlement.

27 31. “Settlement Administrator” or “Administrator” means ILYM Group, Inc., or another third-
28 party class action settlement administrator agreed to by the Parties and approved by the Court for purposes

of administering this settlement. The Parties each represent that they will not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

32. “Settlement Administration Costs” means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount no greater than Thirty Five Thousand Dollars (\$35,000.00), including, but not limited to: (i) printing, mailing and re-mailing (if necessary) of Settlement Notices to Class Members in English and Spanish; (ii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Awards, the Class Representative Service Awards, the Class Counsel Award; (iv) processing and validating Requests for Exclusion; (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement; (vii) transmitting uncashed Individual Settlement Payments to the Controller Unclaimed Property Fund following the expiration of settlement checks, in conformity with California Code of Civil Procedure § 384; and (viii) preparing and providing the notice regarding the Settlement required under the Class Action Fairness Act.

33. “Settlement Notice” means the Spanish and English versions of the Notice of Class Action Settlement, substantially in the form attached as **Exhibit B**, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Class Member containing: (a) information regarding the nature of the Action; (b) a summary of the Settlement’s principal terms; (c) the Class definition; (d) the total number of Workweeks the respective Class Member worked for Defendants (according to Defendants’ records); (e) the Class Member’s estimated Individual Settlement Award and the formula for calculating Individual Settlement Awards; (f) the dates which comprise the Class Period; (g) instructions on how to submit disputes regarding Workweeks, Requests for Exclusion, and/or Notices of Objection; (h) the Response Deadline; and (i) the claims to be released pursuant to the Settlement of the Action.

34. “Workweeks” means the number of weeks worked by each Class Member for MA Medina Staffing Services, Inc. while placed at Grimmway Enterprises, Inc. as an hourly non-exempt

employee during the Class Period. The Settlement Administrator will calculate the number of Workweeks by calculating every week in which an employee worked at least one day during the class period. All Class Members will be entitled to payment for at least one Workweek.

35. “Workweek Dispute” means a written statement that a Class Member disputes the number of Workweeks listed on his/her Settlement Notice. Any such Workweek Dispute must be faxed or mailed to the Settlement Administrator by the Response Deadline. The date of the fax or postmark on the mailing envelope will be the exclusive means to determine whether a Workweek Dispute has been timely submitted. A valid Workweek Dispute must be in writing and contain: (i) the Class Member’s full name, signature, address, telephone number, and the last four digits of his/her Social Security number; (ii) the number of Workweeks the Class Member contends is correct; and (iii) any evidence supporting his/her contention. The dates of employment identified for each Class Member in the Class List will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence. All Workweek Disputes will be resolved and decided by the Settlement Administrator and the Settlement Administrator’s decision on all Workweek Disputes will be final.

36. “Workweek Value” means the value of each compensable Workweek, as determined by the formula set forth herein.

RECITALS

37. Procedural History.

a. On April 30, 2019, Plaintiff Carrillo filed a putative class action complaint on behalf of herself and all others similarly situated in the Superior Court of the State of California, County of Kern, concerning alleged violations of California wage and hour law against Defendants Grimmway Enterprises, Inc. and MA Medina Farm Services, entitled *RHINA BEATRIZ CARRILLO, et al. v. GRIMMWAY ENTERPRISES INC., MA MEDINA FARM LABOR SERVICES, INC., et al.*, Superior Court of California, County of Kern, Case No. BCV-19-101196-TSC. The complaint set forth the following 9 causes of action: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized wage

statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (9) unfair and unlawful business practices.

b. On June 28, 2019, Defendant Grimmway Enterprises, Inc. filed an Answer.

c. On August 9, 2019, Defendant MA Medina Farm Labor Services, Inc. filed an Answer.

d. On March 30, 2020, Plaintiff filed another action for penalties under PAGA, titled, *RHINA BEATRIZ CARRILLO, et al. v. GRIMMWAY ENTERPRISES INC., MA MEDINA FARM LABOR SERVICES, INC., et al.*, Superior Court of California, County of Kern, Case No. BCV-20-100882.

e. On June 17, 2020, the Parties entered into a Stipulation agreeing to permit Plaintiff Carrillo to file a First Amended Complaint, adding individual plaintiffs, Sadin Hernandez, Rosalva Tecuanhuehue to Case No. BCV-19-101196-TSC.

f. On June 22, 2020, Plaintiffs filed their First Amended Complaint in Case No. BCV-19-101196-TSC.

g. On April 20, 2020, the Parties participated in a full-day mediation with Michael Dickstein, Esq., a well-respected wage and hour class action mediator. The parties did not settle at mediation. However, with the assistance of the mediator, the Parties continued settlement negotiations and memorialized the agreement in a signed Memorandum of Understanding, made subject to the Parties entering into a more comprehensive written settlement agreement.

38. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiffs' disputes in the Action through trial and through any possible appeals. Plaintiffs also have taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the Action. Plaintiffs and Class Counsel also have taken into account Defendants' agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiffs

1 and Class Counsel have determined that the Settlement set forth in this Stipulation of Settlement is fair,
2 adequate, and reasonable and is in the best interests of all Class Members.

3 39. Defendants' Reasons for Settlement. Defendants have concluded that further defense of the
4 Action would be protracted and expensive. Substantial amounts of Defendants' time, energy, and resources
5 have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims
6 asserted by Plaintiffs. Defendants have also taken into account the risks of further litigation in reaching its
7 decision to enter into this Settlement. Even though Defendants contend they are not liable for any of the
8 claims alleged by Plaintiffs in the Action and deny any liability whatsoever, Defendants nonetheless, has
9 agreed to settle in the manner and upon the terms set forth in this Stipulation of Settlement and to fully and
10 finally put to rest the claims alleged in this Action. Defendants have asserted and continues to assert that the
11 claims alleged by Plaintiffs have no merit and do not give rise to any liability, damages, restitution, penalties
12 or other payments. This Stipulation of Settlement is a compromise of disputed claims. Nothing contained in
13 this Stipulation of Settlement, no documents referred to herein, and no action taken to carry out this
14 Stipulation of Settlement, shall be construed or used as an admission by or against Defendants as to the merits
15 or lack thereof of the claims asserted in the Action. Defendants contend that they have complied with all
16 applicable state, federal and local laws. In the event this Settlement does not obtain final approval, Defendants
17 retains all rights it has to defend themselves in this matter and to take any actions in defense of itself that are
18 available to it.

19 CLASS CERTIFICATION

20 40. Solely for purposes of settling the Action, and not for purposes of class certification should
21 the Settlement not be approved or for any other reason, the Parties stipulate and agree that the requisites
22 for establishing class certification with respect to the Settlement Class have been met and are met. More
23 specifically, for purposes of settlement only, the Parties stipulate and agree that:

24 a. The Settlement Class is ascertainable and so numerous as to make it impracticable
25 to join all Class Members;

26 b. There are common questions of law and fact including, but not limited to, the
27 following: whether Defendants provided meal periods to Settlement Class Members and/or paid penalties
28 to Settlement Class Members for missed meal periods; whether Defendants provided rest periods to

Settlement Class Members and/or paid penalties to Settlement Class Members for missed rest period; whether Defendants paid all overtime wages; whether Defendants paid all minimum wages; whether Defendants kept proper records for Settlement Class Members; whether Defendants furnished Settlement Class Members with accurate itemized wage statements; and whether Defendants paid all final wages at termination.

c. Class Representatives' claims are typical of the claims of the Settlement Class;

d. Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class;

e. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct; and

f. Questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual Class Member, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

41. Should this Settlement not be approved or be terminated, all stipulations set forth in the immediately preceding Paragraph 41 shall be null and void and shall not be admissible for any purpose whatsoever.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

42. Binding Settlement. This Settlement shall bind the Parties and all Participating Class Members, subject to the terms and conditions hereof and the Court's approval.

43. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Class Members are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class Members and Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel and Defense Counsel free and

harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

44. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of this Stipulation of Settlement, and no written communication or disclosure between or among the Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Stipulation of Settlement, (b) has not entered into this Stipulation of Settlement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Stipulation of Settlement.

45. Preliminary Approval of Settlement. Class Counsel will reserve a date for a hearing on Plaintiffs' Motion for Preliminary Approval to take place at a time mutually agreed to by the Parties so that the Parties may request provisional certification of the Settlement Class for settlement purposes only and the setting of a Final Approval Hearing date. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. The proposed Order granting Plaintiffs' Motion for Preliminary Approval shall be mutually agreed to by the Parties prior to Plaintiffs submitting the proposed Order to the Court. Plaintiffs will also provide Defendants with the opportunity to review and comment upon drafts of all other pleadings to be filed in connection with their Motion for Preliminary Approval (e.g., notice of motion, memorandum of points and authorities, and declarations) within three (3) days of filing the Motion for Preliminary Approval of the Settlement with the Court. The Preliminary Approval Order shall provide for, among other things, the Settlement Notice to be sent to Class Members as

specified herein, which must be mutually agreed upon by the Parties and presented to the Court for approval at the time Plaintiffs' submit their motion for preliminary approval..

46. Release by All Participating Class Members. All Participating Class Members, including Plaintiffs, shall be deemed to have released their respective Released Claims against the Released Parties upon the date on which the payment of the Maximum Settlement Amount is made by Defendants. Plaintiffs and Class Members who do not Request Exclusion will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties for any and all Released Claims that accrued during the Released Claims Period. The Settlement Class and each Class Member who has not submitted a valid Request for Exclusion, fully releases and discharges the Released Parties for the Released Claims for any period during the Released Claims Period. Class Members shall not be eligible to opt out of the PAGA settlement.

47. Additional Release and Waiver of Claims by Plaintiffs. In addition to the release of Released Claims against the Released Parties made by all Participating Class Members, as set forth above, Plaintiffs, each in their individual capacity, agree to release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the date of execution of this Agreement including but not limited to claims arising from or related to their employment with Defendants and their compensation while an employee of Defendants ("Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, but are not limited to, all of the Released Claims and any other claims arising under the California Labor Code; any claim arising out of the California common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, and federal common law; all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, including but not limited to, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, the California Labor Code, and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiff Carrillo's release will exclude all claims alleged and arising out of the facts alleged in Plaintiff Carrillo's individual action against Defendants currently filed in Kern County (Case No. BCV-20-100998).

1 Additionally, this release and waiver does not include any claims against Defendant Medina
2 in the following Kern County actions (1) *Carrillo vs. WM. Bolthouse Farms, Inc. et al.* BCV-19-101199-
3 JEB consolidated with BCV-19-101525; (2) *Carrillo vs. Varsity Produce, Inc. et al.* BCV-19-101198-
4 TSC; (3) *Carrillo vs. Kern Ridge Growers, LLC et al.* BCV-19-101197-TSC; (4) *Carrillo vs. WM.*
5 *Bolthouse Farms, Inc. et al.* BCV-20-100649; (5) *Carrillo vs. Kern Ridge Growers, LLC et al.*, BCV-
6 20-100852 and (6) *Carrillo vs. Varsity Produce, Inc. et al.*, BCV-20-100855. Notwithstanding the
7 foregoing, Defendant Grimmway is fully released from any and all claims within these six actions brought
8 by Plaintiff Carrillo.

9 Plaintiffs' Released Claims include all claims, whether known or unknown. Even if Plaintiffs
10 discover facts in addition to or different from those that they now know or believe to be true with respect
11 to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred.
12 To effect a full and complete general release as described above, Plaintiff expressly waives and
13 relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does
14 so understanding and acknowledging the significance and consequence of specifically waiving section
15 1542. Section 1542 of the Civil Code of the State of California states as follows:

16 **A general release does not extend to claims that the creditor or releasing**
17 **party does not know or suspect to exist in his or her favor at the time of**
18 **executing the release and that if known by him or her, would have**
19 **materially affected his or her settlement with the debtor or released party.**

20 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release
21 and discharge of the Released Parties, Plaintiffs expressly acknowledge this Stipulation of Settlement is
22 intended to include in its effect, without limitation, all claims Plaintiffs do not know or suspect to exist in
23 Plaintiffs' favor at the time of signing this Stipulation of Settlement, and that this Stipulation of Settlement
24 contemplates the extinguishment of any such claims. Plaintiffs warrant that Plaintiffs have read this
25 Stipulation of Settlement, including this waiver of California Civil Code section 1542, and that Plaintiffs
26 have consulted with or had the opportunity to consult with counsel of Plaintiffs' choosing about this
27 Stipulation of Settlement and specifically about the waiver of section 1542, and that Plaintiffs understand
28 this Stipulation of Settlement and the section 1542 waiver, and so Plaintiffs freely and knowingly enter into

1 this Stipulation of Settlement. Plaintiffs further acknowledge that Plaintiffs later may discover facts different
2 from or in addition to those Plaintiffs now know or believe to be true regarding the matters released or
3 described in this Stipulation of Settlement, and even so Plaintiffs agree that the releases and agreements
4 contained in this Stipulation of Settlement shall remain effective in all respects notwithstanding any later
5 discovery of any different or additional facts. Plaintiffs expressly assume any and all risk of any mistake in
6 connection with the true facts involved in the matters, disputes, or controversies released or described in this
7 Stipulation of Settlement or with regard to any facts now unknown to Plaintiffs relating thereto.

8 48. Settlement Administration.

9 a. Within ten (10) business days of entry of the Preliminary Approval Order,
10 Defendants shall provide the Settlement Administrator with the Class List for purposes of mailing the
11 Settlement Notices to Class Members. The Settlement Administrator shall not provide Class Member
12 contact information or social security numbers to Class Counsel.

13 i. Notice by First Class U.S. Mail. Upon receipt of the Class List, the Settlement
14 Administrator shall perform a search based on the National Change of Address Database maintained by the
15 United States Postal Service to update and correct any known or identifiable address changes. Within ten (10)
16 calendar days after receiving the Class List from Defendants as provided herein, the Settlement Administrator
17 shall mail copies of the Settlement Notice to all Class Members via regular First Class U.S. Mail. The Settlement
18 Administrator shall exercise its best judgment to determine the current mailing address for each Class Member.
19 The address identified by the Settlement Administrator as the current mailing address shall be presumed to be
20 the most current mailing address for each Class Member. The Parties agree that this procedure for notice
21 provides the best notice practicable to Class Members and fully complies with due process.

22 ii. Undeliverable Settlement Notices. Any Settlement Notice returned to the
23 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the
24 forwarding address affixed thereto within five (5) calendar days of receipt of the returned Settlement Notice
25 by the Settlement Administrator. If no forwarding address is provided, the Settlement Administrator shall
26 attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using
27 the name, address and/or Social Security number of the Class Member involved, and shall then perform a
28 re-mailing to the Class Member whose Settlement Notice was returned as non-deliverable within five (5)

1 calendar days of receipt of the returned Settlement Notice by the Settlement Administrator, assuming another
2 mailing address is identified by the Settlement Administrator. Class Members who are sent a re-mailed
3 Settlement Notice shall have their Response Deadline extended by ten (10) calendar days from the date the
4 Settlement Administrator re-mails the Settlement Notice. If these procedures are followed, notice to Class
5 Members shall be deemed to have been fully satisfied, and if the intended recipient of the Settlement Notice
6 does not receive the Settlement Notice, the intended recipient shall nevertheless remain a Class Member and
7 shall be bound by all terms of the Settlement and the Final Order and Judgment.

8 iii. Determination of Individual Settlement Awards. The Settlement
9 Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award
10 under the terms of this Stipulation of Settlement. The Settlement Administrator's determination of the
11 eligibility for and amount of each Individual Settlement Award shall be binding upon the Class Members
12 and the Parties. In the absence of fraud or gross negligence, Defendants' records shall be presumed accurate.

13 iv. Disputes Regarding Administration of Settlement. Any dispute not
14 resolved by the Settlement Administrator concerning the administration of the Settlement shall be resolved
15 by the Court.

16 b. Monitoring and Reviewing Settlement Administration. The Parties have the right
17 to monitor and review the administration of the Settlement to verify that the monies allocated under the
18 Settlement are distributed in the correct amount, as provided for in this Stipulation of Settlement.

19 c. Certification Reports Regarding Individual Settlement Payment Calculations. The
20 Settlement Administrator will provide Defense counsel and Class Counsel a weekly report which certifies:
21 (a) the number of Class Members who have submitted valid Requests for Exclusion or objections; and (b)
22 whether any Class Member has submitted a challenge to any information contained in their Settlement
23 Notice, including but not limited to the number of Participating Class Members from the Settlement Class
24 who have submitted a dispute of Workweeks. Additionally, the Settlement Administrator will provide to
25 counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as
26 needed or requested.

27 d. Best Efforts. The Parties agree to use their best efforts to carry out the terms of this
28 Settlement.

1 49. Funding and Allocation of Maximum Settlement Amount. The Maximum Settlement
2 Amount shall be paid by Defendants in one lump sum payment within ten (10) business days after the
3 Effective Date. Defendants shall provide the Maximum Settlement Amount to the Settlement Administrator
4 in any feasible manner, including, but not limited to, by way of a wire transfer. If this Settlement is not finally
5 approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective for any reason,
6 or if the Effective Date does not occur, then no portion of the Maximum Settlement Amount shall be paid.

7 a. Individual Settlement Awards. Class Members shall not be required to submit a
8 claim in order to receive a share of the Net Settlement Amount, and no portion of the Maximum Settlement
9 Amount shall revert to Defendants or result in an unpaid residue. Individual Settlement Awards shall be
10 paid by the Settlement Administrator from the Net Settlement Amount pursuant to the formula set forth
11 herein after receipt of the Maximum Settlement Amount from Defendants, in accordance with the terms
12 set forth herein. Individual Settlement Award payments shall be mailed by the Settlement Administrator
13 by regular First Class U.S. Mail to each Participating Class Member's last known mailing address within
14 fourteen (14) calendar days after Defendants provide the Settlement Administrator with the Maximum
15 Settlement Amount. Prior to mailing the Individual Settlement Awards, the Settlement Administrator
16 shall perform a search based on the National Change of Address Database maintained by the United States
17 Postal Service to update and correct any known or identifiable address changes.

18 i. Each Participating Class Member's Individual Settlement Award shall be
19 calculated solely by the Settlement Administrator as follows:

20 (1) The Settlement Administrator will calculate the Workweek Value
21 by dividing the Net Settlement Amount by the total number of Workweeks for all Class Members resulting
22 in a value for each week worked by the Class Members during the Class Period.

23 (2) To determine each Class Member's estimated Individual Settlement
24 Award, the Settlement Administrator will multiply the Workweek Value by the number of Workweeks
25 worked by each Class Member. All Class Members will be entitled to payment for at least one workweek.

26 (3) Should any of the following occur, the Settlement Administrator
27 will proportionately increase the estimated Individual Settlement Award of each Participating Class
28 Member to ensure that the entire Net Settlement Amount is distributed to Participating Class Members:

1 (i) any Class Members submit timely and valid, or otherwise accepted, Requests for Exclusion following
2 the provision of Settlement Notices and expiration of the Response Deadline; (ii) the Court approves Class
3 Representative Service Awards in amounts less than those requested by Plaintiffs, as detailed herein; (iii)
4 the Court approves a Class Counsel Award in an amount less than that requested by Plaintiffs, as detailed
5 herein, and all appeals have been exhausted; and/or (iv) the Court approves Settlement Administration
6 Costs in an amount less than that requested by Plaintiffs, as detailed herein.

7 ii. Individual Settlement Award payments shall be made by check and shall be
8 made payable to each Participating Class Member as set forth in this Stipulation of Settlement.

9 iii. Individual Settlement Awards shall be allocated as follows: twenty percent
10 (20%) as alleged unpaid wages and eighty percent (80%) as alleged civil penalties and interest not subject
11 to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2 to each
12 Participating Class Member for the portion of each Individual Settlement Award payment allocated as
13 alleged unpaid wages and subject to all applicable tax withholdings. The Settlement Administrator shall
14 issue an IRS Form 1099 to each Participating Class Member for the portion of each Individual Settlement
15 Award payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll tax
16 withholdings. The Settlement Administrator shall calculate the amount of the Employer's Share of Payroll
17 Taxes and shall remit and report the applicable portions of the payroll tax payment to the appropriate
18 taxing authorities in a timely manner. Defendants will be responsible for paying their share of the Payroll
19 Taxes and this amount will not be deducted from the Maximum or Net Settlement Amount.

20 iv. Should a Class Member choose to opt-out of the Settlement as described in
21 Paragraph 28, the Class Member shall still be entitled to his or her share of the PAGA portion of the Net
22 Settlement Amount.

23 v. Any Individual Settlement Payment check issued by the Settlement
24 Administrator to Participating Class Members will be valid and negotiable for at least one hundred twenty
25 (120) calendar days from the date they are issued. After the expiration of the 120-day period, the
26 Settlement Administrator will prepare the Final Report regarding the distribution of the Maximum
27 Settlement Amount, including the total amount that was cashed/deposited by Participating Class Members
28

1 and the total amount of any unpaid residue or unclaimed or abandoned funds pursuant to California Code
2 of Civil Procedure section 384.

3 vi. In the event a Participating Class Member fails to cash/deposit his or her
4 Individual Settlement Payment check, the Participating Class Member shall nevertheless remain bound
5 by the Settlement.

6 vii. All monies received by Participating Class Members under the Settlement
7 which are attributable to wages shall constitute income to such Participating Class Members solely in the year
8 in which such monies actually are received by the Participating Class Members. It is expressly understood
9 and agreed that the receipt of Individual Settlement Awards shall not entitle any Participating Class Member
10 to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest
11 or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor
12 shall it entitle any Participating Class Member to any increased pension and/or retirement, or other deferred
13 compensation benefits. It is the intent of the Parties that Individual Settlement Awards provided for in this
14 Stipulation of Settlement are the sole payments to be made by Defendants to Participating Class Members in
15 connection with this Settlement, with the exception of Plaintiffs, and that the Participating Class Members
16 are not entitled to any new or additional compensation or benefits as a result of having received the Individual
17 Settlement Awards. Furthermore, the receipt of Individual Settlement Awards by Participating Class
18 Members shall not, and does not, by itself establish any general, special, or joint employment relationship
19 between and among the Participating Class Member(s) and Defendants.

20 b. Class Representative Service Awards. For the purposes of this Settlement only, the
21 Parties agree to the designation of Plaintiff Carrillo, Plaintiff Hernandez, and Plaintiff Tecuanhuehue as
22 Class Representatives. In recognition of their time and effort in bringing and presenting the Action and
23 for releasing their Released Claims, Plaintiffs shall each request a Class Representative Service Award
24 not to exceed Ten Thousand Dollars (\$10,000.00), or a total of Thirty Thousand Dollars (\$30,000.00).
25 Defendants agree not to oppose or object to Plaintiffs' request for Class Representative Service Awards
26 in amounts not to exceed Ten Thousand Dollars (\$10,000.00) each. The Class Representative Service
27 Awards shall be paid to Plaintiffs from the Maximum Settlement Amount no later than fourteen (14)
28 calendar days after Defendants provide the Settlement Administrator with the Maximum Settlement

Amount. The Class Representative Service Awards will be in addition to Plaintiffs' Individual Settlement Payments paid pursuant to the Settlement. The Class Representatives agree to execute a separate general release of all claims, including a waiver of California Civil Code section 1542, against Defendants for these payments. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for their Class Representative Service Awards. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Class Representative Service Awards and shall hold harmless Defendants, Class Counsel and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of the Class Representative Service Awards. Any amount requested by Plaintiffs for the Class Representative Service Awards and not awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Awards subject to the exhaustion of all appeals.

c. Class Counsel Award. Class Counsel shall be entitled to request attorneys' fees in an amount not to exceed one-third (33.33%) of the Maximum Settlement Amount, which amounts to Seven Hundred Ninety-One Thousand Six Hundred Sixty-Seven Dollars and Zero Cents (\$791,667.00). In addition, Class Counsel shall also be entitled to request an award of costs associated with Class Counsel's prosecution of the Action not to exceed Fifty Thousand Dollars (\$50,000). Class Counsel's request for such attorneys' fees and costs shall be subject to approval from the Court. Defendants agree not to oppose or object to Class Counsel's request for attorneys' fees in an amount not to exceed Seven Hundred Ninety-One Thousand Six Hundred Sixty-Seven Dollars and Zero Cents (\$791,667.00) or to Counsel's request for attorneys' costs in an amount not to exceed Fifty Thousand Dollars (\$50,000). In the event the Court awards Class Counsel less than Seven Hundred Ninety-One Thousand Six Hundred Sixty-Seven Dollars and Zero Cents (\$791,667.00) in attorneys' fees and/or less than Fifty Thousand Dollars (\$50,000) in costs, the difference shall become part of the Net Settlement Amount and shall be distributed to Participating Class Members as part of their Individual Settlement Awards subject to the exhaustion of all appellate rights. Class Counsel shall be paid any Court-awarded attorneys' fees and costs no later than fourteen (14) calendar days after Defendants provide the Settlement Administrator with the Maximum Settlement Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel Award. Class Counsel shall provide the Settlement Administrator with properly completed and signed copies of IRS

Form W-9 in order for the Settlement Administrator to process the Class Counsel Award approved by the Court. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel Award.

d. PAGA Payment. Subject to Court approval, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000.00) from the Maximum Settlement Amount will be designated for satisfaction of Plaintiffs' and Class Members claims under the PAGA. Pursuant to the PAGA, seventy five percent (75%) or Seventy-Five Thousand Dollars (\$75,000.00) of this sum will be paid to the Labor and Workforce Development Agency and twenty five percent (25%), or Twenty-Five Thousand Dollars (\$25,000.00) will be distributed to Class Members. All portions of the PAGA Payment paid to Participating Class Members shall be allocated as alleged penalties and not subject to payroll tax withholdings, for which the Settlement Administrator shall issue an IRS Form 1099. Any Court-awarded PAGA Payments will be paid to the Labor and Workforce Development Agency and Participating Class Members who worked during the PAGA Period no later than thirty (30) calendar days after Defendants provides the Settlement Administrator with the Maximum Settlement Amount. Class Members shall not be permitted to opt-out of the release of the PAGA claim.

e. Settlement Administration Costs. The Settlement Administration fees and expenses, which are estimated not to exceed Thirty Five Thousand Dollars (\$35,000.00), shall be paid from the Maximum Settlement Amount. Prior to Plaintiffs filing a Motion for Final Approval of the Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

i. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ii. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF") pursuant to IRS rules

1 and regulations in which the Maximum Settlement Amount shall be placed and from which payments
2 required by the Settlement shall be made.

3 50. Payroll Taxes. In accordance with this Settlement and to the fullest extent possible, the
4 Maximum Settlement Amount shall resolve, satisfy and completely extinguish all of Defendants'
5 liability with respect to the Class Members, except that Defendants shall solely be responsible for the
6 employer portion of the payroll taxes on the portion of the Individual Settlement Awards that constitutes
7 wages. Upon the transfer of the Maximum Settlement Amount and the employer portion of payroll taxes
8 on the portion of the Individual Settlement Awards that constitutes wages, Defendants shall have no
9 further payment or defense obligation whatsoever with respect to any claims covered by this Settlement
10 made or asserted by any person or entity anywhere in the world in connection with the Class Members.

11 51. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Following
12 expiration of the Response Deadline, a Final Approval Hearing shall be conducted by the Court for the Court
13 to determine whether to grant final approval of the Settlement, including determining the amounts properly
14 payable for: (i) the Class Counsel Award; and (ii) the Class Representative Service Awards. Prior to the
15 Final Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the
16 Parties describing the process and results of the administration of the Settlement to date, which report or
17 declaration shall be filed by Plaintiffs with the Court prior to the Final Approval Hearing. The Parties agree
18 to work diligently and cooperatively to have this Settlement presented to the Court for final approval. The
19 proposed Order granting Plaintiffs' Motion for Final Approval shall be mutually agreed to by the Parties
20 prior to Plaintiffs submitting the proposed Order to the Court. Plaintiffs will also provide Defendants with
21 the opportunity to review and comment upon drafts of all other pleadings to be filed in connection with their
22 Motion for Final Approval (e.g., notice of motion, memorandum of points and authorities, and declarations)
23 within three (3) days of filing the Motion for Final Approval of the Settlement with the Court. The notice
24 of settlement to be sent to the Class Members is to be mutually agreed upon by the Parties and presented
25 to the Court for approval at the time Plaintiffs' submit their motion for preliminary approval.

26 52. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit this
27 Settlement Agreement to the Court in support of Plaintiffs' Motion for Preliminary Approval and
28 determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of

1 this Settlement Agreement, the Parties shall apply to the Court for the entry of an order scheduling a fairness
2 hearing on the question of whether the proposed settlement, including payment of attorneys' fees and costs,
3 the Class Representatives' service payments, and the PAGA Payment, should be finally approved as fair,
4 reasonable and adequate as to the members of the Settlement Class. As part of Plaintiffs' Motion for
5 Preliminary Approval, Plaintiffs shall also apply to the Court for the entry of an Order as follows:

- 6 a. Certifying the Settlement Class for settlement purposes only;
- 7 b. Approving, as to form and content, the proposed Settlement Notice;
- 8 c. Approving the manner and method for Class Members to object or request
9 exclusion from the Settlement, as contained herein and within the Settlement Notice;
- 10 d. Directing the mailing of the Settlement Notices to Class Members, by first class mail;
11 and
- 12 e. Preliminarily approving the Settlement subject only to the objections of Class
13 Members and final review by the Court.

14 53. Duties of the Parties Following Final Approval. Following final approval by the Court
15 of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed Final
16 Order of Approval and Judgment:

- 17 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
18 adequate, and directing consummation of its terms and provisions;
- 19 b. Approving Class Counsel's application for an award of attorneys' fees and costs;
- 20 c. Approving the Class Representative Service Payments to Plaintiffs;
- 21 d. Setting a date when the Parties shall submit the Final Report regarding the distribution
22 of the Maximum Settlement Amount pursuant to California Code of Civil Procedure section 384, and, if
23 necessary a date for a final accounting hearing following its receipt of the Final Report;
- 24 e. Entering judgment in this Action.

25 54. Notice of Final Approval Order and Judgment. To provide notice of judgment to the Class,
26 the Settlement Administrator will post the Court's Final Approval Order and Judgment on its website or one
27 created for purpose of administration for one hundred twenty (120) calendar days after the date of entry of
28 the Final Approval Order and Judgment, and no individualized notice will be required.

1 55. Revocation of Settlement by Defendants. If five percent (5%) or more of the Class
2 Members validly opt out of the Settlement, Defendants may, at their election and in its sole discretion,
3 rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants
4 must exercise this right of rescission in writing, by certified or electronic mail to Class Counsel, within
5 thirty (30) calendar days of the Response Deadline.

6 56. Increase in Settlement. This Stipulation of Settlement is based on the representation that
7 the Settlement Class covers 107,703 Workweeks. If the number of Workweeks at the time of preliminary
8 approval is larger by 5% or (113,088 Workweeks), Defendants may elect one of two options: 1) to increase
9 the settlement amount proportionately based on the per Workweek value as determined by the Claims
10 Administrator. For example, if the Workweeks are 10% larger than 107,703 Workweeks, the settlement
11 amount to be paid will increase by 5% based on the Workweek Value determined by the Claims
12 Administrator; or 2) to end the Class Period and the Released Claims, on the date in which the Released
13 Claims encompasses 113,088 Workweeks.

14 57. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
15 Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does not
16 enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason, this
17 Stipulation of Settlement shall be rendered null and void, any order or judgment entered by the Court in
18 furtherance of this Settlement shall be treated as void from the beginning and this Stipulation of Settlement
19 and any documents related to it shall not be used by any Class Member or Class Counsel to support any
20 claim or request for class certification in the Action, and shall not be used in any other civil, criminal or
21 administrative action against Defendants or any of the other Released Parties. Additionally, should the
22 Settlement not become final for any reason, the Parties will request that the Court reopen proceedings
23 within thirty (30) calendar days. If Defendants elect to revoke the Settlement, as specified in Paragraphs
24 28 and 55, the Parties and any monies required to be paid under this Settlement shall be returned to their
25 respective statuses as of the date and time immediately prior to the execution of this Stipulation of
26 Settlement, and the Parties shall proceed in all respects as if this Stipulation of Settlement had not been
27 executed, except that any Settlement Administration Costs already incurred by the Settlement
28 Administrator shall be paid to the Settlement Administrator by Defendants. In the event an appeal is filed

1 from the Court's Final Order and Judgment, or any other appellate review is sought, administration of the
2 Settlement shall be stayed pending final resolution of the appeal or other appellate review and the stay
3 shall only be lifted if the end result of the appeal or other proceeding is that the terms of this settlement
4 agreement are upheld.

5 58. Plaintiffs' Waiver of Right to Be Excluded. Each Plaintiff agrees that by signing this
6 Settlement Agreement, they will be bound by the terms herein. Plaintiffs further agree that, upon signing
7 this Settlement Agreement, they will not request to be excluded from this Settlement and that any such
8 request for exclusion by Plaintiffs will be void and of no force or effect.

9 59. No Admission by Defendants. Defendants deny all claims alleged in this Action and deny
10 all wrongdoing whatsoever by Defendants. Neither this Stipulation of Settlement, nor any of its terms and
11 conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be
12 used against Defendants as an admission or indication with respect to any claim of any fault, concession, or
13 omission by Defendants or that class certification is proper under the standard applied to contested
14 certification motions. The Parties stipulate and agree to the certification of the proposed class for settlement
15 purposes only. The Parties further agree that this Stipulation of Settlement will not be admissible in this or
16 any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants are liable
17 to Plaintiffs or any Class Member, other than according to the terms of this Stipulation of Settlement.

18 60. Publicity.

19 a. Prior to the Filing of Plaintiffs' Motion for Preliminary Approval. Class
20 Representatives and Class Counsel will not make any public disclosures of any kind regarding the
21 Settlement, this Stipulation of Settlement, or the Confidential Memorandum of Understanding executed
22 by Class Counsel and Defense Counsel on December 4, 2020, including but not limited to postings on
23 Class Counsel's websites and postings on any social media sites/outlets, until after the Motion for
24 Preliminary Approval is filed. Class Counsel will take all steps necessary to ensure the Class
25 Representatives are aware of, and will encourage them to adhere to, the restriction against any public
26 disclosures regarding the Settlement, this Stipulation of Settlement, and the Confidential Memorandum of
27 Understanding executed by Class Counsel and Defense Counsel on December 4, 2020 until after the
28 Motion for Preliminary Approval is filed. Further, Class Counsel will not include, reference or use the

Settlement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

b. Following the Court's Order Granting Preliminary Approval. Class Representatives and Class Counsel will not initiate any communications with the media or third parties, and, if contacted by the media or third parties, will only discuss information publicly available. Class Counsel will take all steps necessary to ensure the Class Representatives are aware of, and will encourage them to adhere to, the restriction against initiating any media comment. Class Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, as stated above, Class Counsel will not include, reference or use the Settlement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed. Nothing herein will restrict Plaintiffs or Class Counsel from communicating with putative members of the Settlement Class about the Settlement following the Court's Order granting Preliminary Approval.

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

62. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

63. No Assignment. Plaintiffs represent and warrant that they have not nor will not assign and/or provide to any third-party any rights described herein.

64. Exhibits and Headings. The terms of this Stipulation of Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. The

Exhibits to this Stipulation of Settlement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Stipulation of Settlement are inserted for convenience of reference only.

65. Amendment or Modification. This Stipulation of Settlement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

66. Entire Agreement. This Stipulation of Settlement and any attached Exhibits constitute the entire agreement between the Parties, and no oral or written representations, warranties, or inducements have been made to Plaintiffs or Defendants concerning this Stipulation of Settlement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in this Stipulation of Settlement and its Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

67. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense Counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Stipulation of Settlement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Stipulation of Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Stipulation of Settlement. The Parties, Class Counsel and Defense Counsel shall 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 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Stipulation of Settlement on behalf of Defendants represents and warrants that he/she is authorized to sign this Stipulation of Settlement on behalf of Defendants. Plaintiffs represent and warrant that they each are authorized to sign this Stipulation of Settlement and that they have not assigned any claim, or part of a claim, covered by this Settlement of Settlement to a third-party. The Parties have cooperated in the drafting and preparation of this Stipulation of Settlement. Hence, in any construction made of this Stipulation of Settlement, the same shall not be construed against any of the Parties.

68. Binding on Successors and Assigns. This Stipulation of Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

69. California Law Governs. All terms of this Stipulation of Settlement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

70. Counterparts. This Stipulation of Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

71. This Settlement is Fair, Adequate and Reasonable. Plaintiffs represent that this Settlement is a fair, adequate, and reasonable settlement of the Action and they have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

72. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation of Settlement and all orders and judgments entered in connection therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation of Settlement and all orders and judgments entered in connection therewith.

73. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation of Settlement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation of Settlement as valid and enforceable. In the event the Court declares any material provision of this Stipulation of Settlement invalid, the Stipulation of Settlement will be void and its terms will be of no force and effect, except as otherwise agreed to by the Parties in writing.

74. Binding Nature of Notice of Class Action Settlement. It is agreed that, because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Stipulation of Settlement. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Stipulation of Settlement were executed by each Participating Class Member.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs, on the one hand, and Defendants, on the other hand, as of the date(s) set forth below:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: Apr 22, 2021, 2021



Rhina carrillo (Apr 22, 2021 13:02 PDT)

RHINA BEATRIZ CARRILLO

Dated: _____, 2021

SADIN HERNANDEZ

Dated: _____, 2021

ROSALVA TECUANHUEHUE

Dated: _____, 2021

MA MEDINA FARM LABOR SERVICES, INC.

By: _____

Title: _____

Dated: _____, 2021

GRIMMWAY ENTERPRISES, INC.

By: _____

Title: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____, 2021

RIUNA BEATRIZ CARRILLO

Dated: _____, 2021

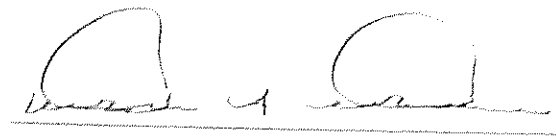
SADIN HERNANDEZ

Dated: _____, 2021

ROSALVA TECUANIHUEHUE

Dated: 04/22, 2021

MA MEDINA FARM LABOR SERVICES, INC.



By: Marco A. Hernandez

Title: PRESIDENT

Dated: _____, 2021

GRIMMWAY ENTERPRISES, INC.

By: _____

Title: _____

1
2 Dated: _____, 2021

RHINA BEATRIZ CARRILLO

3
4
5 Dated: _____, 2021

SADIN HERNANDEZ

6
7
8 Dated: _____, 2021

ROSALVA TECUANHUEHUE

9
10
11
12 Dated: _____, 2021

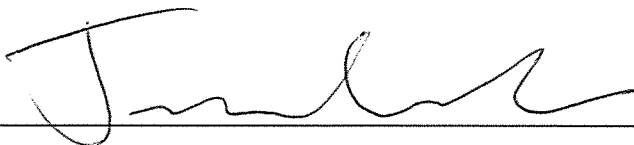
MA MEDINA FARM LABOR SERVICES, INC.

13
14
15
16 By: _____

17 Title: _____

18
19
20 Dated: 3/11, 2021

GRIMMWAY ENTERPRISES, INC.

21
22
23 

24 By: JEREMY LAOLE

25 Title: SR VP, GENERAL COUNSEL, CORP. SEC.

1 Approved as to form and content:

2
3 Dated: _____, 2021

MATERN LAW GROUP, PC

4
5
6 _____
MATTHEW J. MATERN

7 Attorneys for Plaintiffs
8 RHINA BEATRIZ CARRILLO,
9 SADIN HERNANDEZ,
10 ROSALVA TECUANHUEHUE, AND SIMILARLY
11 SITUATED EMPLOYEES

12
13 Dated: 4/22, 2021

RAIMONDO & ASSOCIATES

14
15 

16 _____
ANTHONY RAIMONDO

17 STEVEN R. WAINESS

18 Attorneys for Defendant
19 MA MEDINA FARM LABOR SERVICES, INC.

20 Dated: April 30, 2021

JACKSON LEWIS P.C.

21
22 

23 _____
ADAM Y. SIEGEL

24 Attorneys for Defendant
25 GRIMMWAY ENTERPRISES, INC. AND GRIMMWAY
26 FARM
27
28

Dated: _____, 2021

RHINA BEATRIZ CARRILLO

Dated: May 14, 2021, 2021

Sadyn hernandez
Sadyn hernandez (May 14, 2021 08:43 EDT)

SADIN HERNANDEZ

Dated: _____, 2021

ROSALVA TECUANHUEHUE

Dated: _____, 2021

MA MEDINA FARM LABOR SERVICES, INC.

By: _____

Title: _____

Dated: _____, 2021

GRIMMWAY ENTERPRISES, INC.

By: _____

Title: _____

Dated: _____, 2021

RHINA BEATRIZ CARRILLO

Dated: _____, 2021

SADIN HERNANDEZ

Dated: Apr 29, 2021
_____, 2021


Rosalva (Apr 29, 2021 16:50 PDT)

ROSALVA TECUANHUEHUE

Dated: _____, 2021

MA MEDINA FARM LABOR SERVICES, INC.

By: _____

Title: _____

Dated: _____, 2021

GRIMMWAY ENTERPRISES, INC.

By: _____

Title: _____

1 Approved as to form and content:

2
3 Dated: May 14, 2021

MATERN LAW GROUP, PC

4
5 
6 _____
MATTHEW J. MATERN

7 Attorneys for Plaintiffs
8 RHINA BEATRIZ CARRILLO,
9 SADIN HERNANDEZ,
10 ROSALVA TECUANHUEHUE, AND SIMILARLY
11 SITUATED EMPLOYEES
12

13 Dated: _____, 2021

RAIMONDO & ASSOCIATES

14
15 _____
16 ANTHONY RAIMONDO

17 Attorneys for Defendant
18 MA MEDINA FARM LABOR SERVICES, INC.
19

20 Dated: _____, 2021

JACKSON LEWIS P.C.

21
22 _____
23 ADAM Y. SIEGEL

24 Attorneys for Defendant
25 GRIMMWAY ENTERPRISES, INC. AND GRIMMWAY
26 FARM
27
28

EXHIBIT A

EXCLUSION FORM

Carrillo et al. v. Grimmway Enterprises, Inc. et al., Kern County Superior Court

Case No. BCV-19-101196

Carrillo v. Grimmway Enterprises, Inc. et al., Kern County Superior Court

Case No. BCV-20-100882

*If you want to receive an Individual Settlement Award, you should **not** fill out this form; you are **not** required to do anything at this time. This form is to be used **only** if you want to exclude yourself from the Settlement.*

If you exclude yourself from the Settlement: (1) you will not receive any payments or benefits under the Settlement for class claims; (2) you will not be able to object to the Settlement; (3) you will not be bound by the Settlement for class claims if it is ultimately approved by the Court; and (4) you may pursue any claims asserted in the Action that you have against Defendants Grimmway Enterprises, Inc., Grimmway Farm, and/or MA Medina Farm Labor Services, Inc. by filing your own lawsuit. You will still be bound to the PAGA settlement and release, and receive your PAGA settlement amount.

To be excluded from the Settlement, complete this Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline].

Carrillo et al. v. Grimmway Enterprises, Inc. Settlement

[Address]

[City, State Zip]

Request for Exclusion

I hereby certify that I am or was a non-exempt employee of Defendant MA Medina Farm Labor Services, Inc. placed at Defendant Grimmway Enterprises, Inc. in the State of California during the time period from April 30, 2015 through [class period end date subject to paragraph 56 of settlement agreement].

I have received the Notice of Class Action Settlement ("Notice") in the Actions, and I request to be excluded from the Settlement. I understand that by submitting this Exclusion Form, I will not receive any money or other benefits under the Settlement, and I will not be bound by the Settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court. I understand that I cannot opt out of the PAGA settlement or PAGA release and will still receive my portion of the PAGA settlement.

Please print legibly:

Full Name: _____ Phone: _____

Street Address: _____

City, State, Zip Code: _____

Last 4 digits of Social Security No.: _____ Date of Birth: _____

Signature of Class Member: _____ Date: _____

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

Carrillo et al. v. Grimmway Enterprises, Inc. et al., Kern County Superior Court

Case No. BCV-19-101196

Carrillo v. Grimmway Enterprises, Inc. et al., Kern County Superior Court

Case No. BCV-20-100882

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

If you are or were a non-exempt employee of Defendant MA Medina Farm Labor Services, Inc. placed at Defendant Grimmway Enterprises, Inc. in the State of California at any time from April 30, 2015 through include [class period end date subject to paragraph 56 of settlement agreement] (“Class Period”), this class and representative action settlement may affect your rights.

Why should you read this Notice?

A proposed settlement (“Settlement”) has been reached in the following two related class and representative action lawsuits *Carrillo et al. v. Grimmway Enterprises, Inc. et al.*, Kern County Superior Court, Case No. BCV-19-101196 (the “Carrillo Class Action”) and *Carrillo v. Grimmway Enterprises, Inc. et al.*, Kern County Superior Court, Case No. BCV-20-100882 (the “Carrillo PAGA Action”) (together, these two lawsuits are referred to hereinafter as the “Actions”). The Defendants in the Actions are Grimmway Enterprises, Inc., Grimmway Farm, and/or MA Medina Farm Labor Services, Inc. (collectively, “Defendants”). Defendants’ records show that you are or were a non-exempt employee of Defendant MA Medina Farm Labor Services, Inc. placed at Defendant Grimmway Enterprises, Inc. in the State of California at some time during the period from April 30, 2015 through [class period end date subject to paragraph 56 of settlement agreement] (i.e., the “Class Period”), and therefore, you are a “Class Member” in the Actions. The purpose of this Notice of Class Action Settlement (“Notice”) is to describe the Actions and the Settlement, and to inform you of your rights and options in connection with the Settlement.

THE COURT HAS NOT DETERMINED THAT DEFENDANTS VIOLATED THE LAW. DEFENDANTS DENY THAT THEY VIOLATED ANY LAWS OR THAT THEY HARMED THEIR EMPLOYEES IN ANY WAY. THEY ARE SETTLING THIS LAWSUIT TO AVOID THE EXPENSE AND BURDEN OF FURTHER LITIGATION.

A final hearing will be held to determine whether the Settlement is fair, reasonable, and adequate (“Final Approval Hearing”). The Final Approval Hearing will be held in the Carrillo Class Action on [DATE] at [TIME] before the Honorable Thomas S. Clark in Department 17 of the Superior Court of the State of California for the County of Kern, Bakersfield Metro Division, located at 1415 Truxtun Avenue, Bakersfield, California, 93301.

As a Class Member, you are eligible to receive a payment under the Settlement, and unless you timely submit an Exclusion Form, you will be bound by the release of claims described in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will remain a Class Member and you will receive a payment under the Settlement. You will also give up rights to pursue a separate legal action against Defendants for the claims alleged in the Actions, as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You have the option to pursue separate legal action against Defendants regarding the claims alleged in this Actions and forego any benefits you could be entitled to as a Class Member. If you choose to do so, you must exclude yourself from the settlement by timely completing and submitting the Exclusion Form that is enclosed with this Notice. As a result, you will not receive any benefits under the Settlement for the class claims. However, you

	cannot opt out of the PAGA settlement or PAGA release and will still receive your portion of the PAGA settlement.
OBJECT	To object to the Settlement, you may submit a letter to the Settlement Administrator explaining why you object to the Settlement. This option is only available if you do not exclude yourself from the Settlement.

Who is affected by the Settlement?

The Court has certified the following class (“Class”) for settlement purposes: All current and former non-exempt employees of Defendant MA Medina Farm Labor Services, Inc. who were placed at Defendant Grimmway Enterprises, Inc. during the period from April 30, 2015 to [class period end date subject to paragraph 56 of settlement agreement]. (i.e., the “Class Period”). According to Defendants’ records, you are a member of the Class (“Class Member”).

What is this case about?

The Settlement that you are receiving notice about involves two cases (i.e., the “Actions”). In *Carrillo et al. v. Grimmway Enterprises, Inc. et al.*, Kern County Superior Court, Case No. BCV-19-101196 (the “Carrillo Class Action”) Plaintiff Rhina Carrillo commenced an action by filing a complaint on April 30, 2019, alleging claims against Defendants on behalf of herself and all other similarly situated. In the complaint, Plaintiff Carrillo asserted that Defendants violated the California Labor Code and California Business Code, including by alleging class claims for Defendants’ (1) failure to provide meal breaks, (2) failure to provide rest breaks, (3) failure to pay overtime wages, (4) failure to pay minimum wages, (5) failure to pay wages upon termination, (6) failure to maintain required records, (7) failure to furnish accurate itemized wage statements, (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties, and (9) unfair and unlawful business practices. On March 30, 2020, Ms. Carrillo filed a separate lawsuit, *Carrillo v. Grimmway Enterprises, Inc. et al.*, (Kern County Superior Court, Case No. BCV-20-100882), which did not assert class claims, but instead asserted a sole representative action for violations under the California Private Attorneys General Act of 2004 (“PAGA”) (i.e., the “Carrillo PAGA Action”). In the Actions, Plaintiff Carrillo sought unpaid wages, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

On April 20, 2020, the Parties in the Actions participated in a mediation with experienced mediator, Michael Dickstein, Esq. On June 22, 2020, Plaintiff Carrillo filed a First Amended Complaint in the Carrillo Class Action by adding Sadin Hernandez and Rosalva Tecuanhuehue as additional named Plaintiffs.

Defendants deny that they violated the law in any way. Defendants have denied, and continue to deny, the factual and legal allegations in the Actions and believe that they have valid defenses to Plaintiffs’ claims. Defendants contend that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification. Defendants also recognize the risks and costs associated with litigation. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the Actions or that the Actions can or should proceed as a class or representative action.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendants’ defenses. This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiffs and Defendants (the “Parties”) and is not an admission of liability on the part of Defendants. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe this Settlement is in the best interests of all Class Members.

What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The Class Representative(s) and all of the people whose claims are being pursued in the case are

called the “Class” or “Class Members.” One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

Do I have a lawyer in this case?

On [PRELIMINARY APPROVAL DATE], the Court granted preliminary approval of the Settlement. At that time, the Court also preliminarily approved the law firms of Matern Law Group, P.C. to serve as counsel for Plaintiffs and the Class (“Class Counsel”). Class Counsel’s contact information is as follows:

MATERN LAW GROUP, PC
Matthew J. Matern
Tagore O. Subramaniam
Sydney A. Adams
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

What are the Settlement terms?

Subject to approval by the Court, the Settlement provides that Defendants will pay a total amount of \$2,375,000.00 (the “Maximum Settlement Amount”) ¹ in order to resolve the claims in the Actions. This Maximum Settlement Amount includes an award of reasonable attorneys’ fees to Class Counsel (not to exceed 33 1/3% of the Maximum Settlement Amount), reimbursement of Class Counsel’s litigation costs and expenses (in an amount not to exceed \$50,000), a service award to each of the Class Representatives (not to exceed \$10,000.00 each), settlement administration costs (not to exceed \$35,000.00), \$100,000.00 for penalties under the PAGA (of which 75%, or \$75,000.00, will be paid to the California Labor and Workforce Development Agency (“LWDA”)), and payments to participating Class Members (“Individual Settlement Awards”)

The “Net Settlement Amount” means the Maximum Settlement Amount, less the Class Counsel Award, Class Representative Service Awards, PAGA Payment, and Settlement Administration Costs.

Each Class Member who does not timely request to be excluded from the Settlement (“Participating Class Member”) will be eligible to receive a payment from the Net Settlement Amount (“Individual Settlement Award”). Each Class Member’s Individual Settlement Award will be calculated based upon the number of workweeks that he or she worked for Defendants as a non-exempt employee in the State of California during the Class Period (“Compensable Workweeks”). The payments to Participating Class Members will be calculated as follows:

- **Individual Settlement Award:** The Net Settlement Amount shall be divided *pro rata* among Participating Class Members, based on each Participating Class Member’s respective number of Compensable Workweeks. The Individual Settlement Awards will be determined by dividing the Net Settlement Amount by the total number of Compensable Workweeks for all Participating Class Members, resulting in the “Workweek Value.” The Workweek Value will then be multiplied by the number of Compensable Workweeks worked by each Participating Class Member, in order to determine the estimated amount of his or her Individual Settlement Award. Accordingly, the formula is as follows:

Individual Settlement Award = [Net Settlement Amount ÷ Total Compensable Workweeks] * [Individual Compensable Workweeks]

¹ Workweeks for the Class is 107,703. Should the total number of Workweeks for the Class increase by more than five percent (5%) for a total of 113,088 Workweeks or more, Defendant may elect one of two options 1) to increase the settlement amount proportionately based on the per Workweek value as determined by the Claims Administrator. For example, if the Workweeks are 10% larger than 107,703 Workweeks, the settlement amount to be paid will increase by 5% based on the Workweek Value determined by the Claims Administrator; or 2) to end the Class Period and the Released Claims, on the date in which the Released Claims encompasses 113,088 Workweek.

Your Compensable Workweeks and Estimated Individual Settlement Award:

According to Defendants' records, you worked <<CompWorkweeks>> Compensable Workweeks during the Class Period.

Based on your number of Compensable Workweeks, **your estimated Individual Settlement Award is <<EstSettAward>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

If you wish to participate in the settlement, which is explained in this Notice and the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement"), you do not have to do anything. You will receive money under the Class Action Settlement by doing nothing. If you want to opt out of, or request to be excluded from and not bound by, the settlement, then you must timely complete and submit an Exclusion Form to the Settlement Administrator, as further described herein. Class Members shall not be permitted to opt-out of the PAGA settlement.

For tax purposes, each Participating Class Member's Individual Settlement Award will be allocated as follows: 20% as wages (the "wage portion"), and 80% as non-wage income, penalties, and interest (the "non-wage portion"). The "wage portion" of each Individual Settlement Award will be subject to payroll taxes and withholdings and will be reported on an IRS Form W-2 that the Settlement Administrator will issue. The "non-wage portion" of the Individual Settlement Award will not be subject to payroll taxes or withholdings, and will be reported on an IRS Form 1099. The employer's share of payroll taxes and withholdings with respect to the wage portion of the Individual Settlement Award will be paid by Defendants separately from and in addition to the Maximum Settlement Amount.

If a Participating Class Member fails to cash a check for his or her Individual Settlement Award within 120 calendar days after the check is issued, the Settlement Administrator will transmit the amount represented by the uncashed check to the California State Controller Unclaimed Property Fund.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Participating Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Participating Class Member.

What claims are being released by the proposed Settlement?

Upon the date on which the payment of the Maximum Settlement Amount is made by Defendants, Participating Class Members will be deemed to have released and discharged Defendants Grimmway Enterprises, Inc. and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims and MA Medina Farm Labor Services, Inc. and all its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims (the "Released Parties") from all claims under state, federal or local law, whether statutory, common law or administrative law, arising out of, related to allegations set forth in the operative Complaint or Plaintiff's PAGA Notice to the Labor and Workforce Development Agency, including but not limited to: claims for minimum wage violations; failure to pay overtime wages; unreimbursed expenses; rest period violations; meal period violations; failure to keep proper records; itemized wage statement violations; waiting time penalties; unfair competition; declaratory relief; and claims for violation of the California Private Attorneys General Act; including, but not limited to, injunctive relief; punitive damages; liquidated damages, penalties of any nature; interest; fees; costs; and all other claims and allegations made or which could have been made in the Action from April 30, 2015 through [class period end date subject to paragraph 56 of settlement agreement] (collectively the "Released Claims"). Class Members shall not be permitted to opt-out of the PAGA release

What are my options in this matter?

You have two options under this Settlement. You may: (A) participate in the Settlement and receive a payment; or (B) exclude yourself from (i.e., “opt out” of) the Class Settlement. However, Class Members shall not be eligible to opt out of the PAGA settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you choose option (A), you will be represented at no cost by Class Counsel, and you will be subject to any Judgment entered in the Action, including the release of the Released Claims.

OPTION A. Remain in the Settlement. If you wish to remain in the Settlement and be eligible to receive a payment under the Settlement, you do not need to take any action. If you remain in the Settlement, you will release the Released Claims, as described above.

OPTION B. If you do not want to be bound by the Settlement. If you do not want to be part of the Settlement, you must complete and sign the Exclusion Form that is enclosed with this Notice, and mail it to the Settlement Administrator at the following address, postmarked no later than [Response Deadline]: *Carrillo, et al. v. Grimmway Enterprises, Inc. et al.* Settlement, P.O. Box [REDACTED], [City], [State] [Zip]. If you do not timely submit a completed and signed Exclusion Form, your request to be excluded will be rejected, you will remain in the Settlement, and you will be bound by the release of the Released Claims and all other Settlement terms. If you timely complete and submit an Exclusion Form, you will have no further role in the Actions, and you will not be entitled to any benefit of the class settlement, and will not be permitted to assert an objection to the Settlement, since you will no longer be a part of the Settlement. However, you are not able to opt out of the PAGA settlement and will still receive your portion of the PAGA settlement amount.

Objecting to the Settlement: If you believe the Settlement is not fair, reasonable or adequate in any way, you may object to the Settlement. To object, you may mail a written statement of objection (“Notice of Objection”) to the Settlement Administrator. To be valid, the Notice of Objection must (a) contain the objector’s full name, signature, address, telephone number, and the last four digits of his/her Social Security number, (b) contain a written statement of all grounds for the objection accompanied by any legal support for such objection, (c) contain copies of any papers, briefs, or other documents upon which the objection is based, and (4) be mailed to the Settlement Administrator at the following address, postmarked no later than [Response Deadline]: *Carrillo et al. v. Grimmway Enterprises, Inc. et al.* Settlement, P.O. Box [REDACTED], [City], [State] [Zip]. You may also hire an attorney at your own expense to represent you in your objection. **You cannot object to the Settlement if you request exclusion from the Settlement.**

Even if you submit an objection, you will be bound by Settlement, including the Released Claims, unless the Settlement is not finally approved by the Court.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsels’ request for attorneys’ fees and costs, the Class Representative Service Awards, the settlement administration costs, and the PAGA penalties on [DATE] at [TIME] in Department 17 of the Superior Court of the State of California for the County of Kern, Bakersfield Metro Division, located at 1415 Truxtun Avenue, Bakersfield, California, 93301. The Final Approval Hearing may be continued without further notice to Participating Class Members. You are not required to attend the Final Approval Hearing, but you may do so at your own expense.

How can I get additional information?

This Notice summarizes the Actions and the basic terms of the Settlement. More details are contained in the detailed Settlement Agreement that is on file with the Court. The pleadings and other records in this litigation, including a complete copy of the Settlement Agreement, may be examined during regular court hours at the Superior Court of the State of California for the County of Kern, Bakersfield Metro Division, located at 1415 Truxtun Avenue, Bakersfield, California, 93301. For more information, you may also call the Settlement Administrator toll-free at

[Telephone Number] or visit [insert website URL]. Any questions regarding this Notice may be directed to Class Counsel, whose contact information is listed on page 3 of this Notice.

What should I do if my address changes?

If you need to update your contact information, please promptly contact the Settlement Administrator toll-free at [Telephone Number]. This will ensure that you receive further notices about the Settlement and that you receive your Individual Settlement Award if the Settlement is approved by the Court.

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE
BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**