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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

RODOLFO TELLEZ, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

SUN VALLEY RAISINS, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. VCU284414

[Assigned to Hon. Nathan Ide]

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 8, 2022
Time: 8:30 a.m.
Department: 2

Complaint Filed: September 23, 2020

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am counsel of record for Plaintiff. I make this declaration on the basis of my
4 own personal knowledge, except as to those matters stated on information and belief and, as to those
5 matters, I believe them to be true. If called as a witness, I could testify competently as to the facts stated
6 in this declaration.

7 2. On or about September 4, 2020, Plaintiff, Rodolfo Tellez, notified Defendant, Sun Valley
8 Raisins, Inc., and the Labor and Workforce Development Agency (“LWDA”) that Defendant fails to
9 furnish employees with wage statements that accurately show Defendant’s name or show its address at
10 all. On that basis, on September 23, 2020, Plaintiff initiated this class action and representative action as
11 a proxy for the State of California pursuant to the Labor Code Private Attorneys General Act of 2004
12 (“PAGA”) alleging violations of Labor Code section 226(a).¹

13 3. Defendant immediately contacted Plaintiff to investigate Plaintiff’s allegations and to
14 provide Plaintiff with information regarding the alleged violations. The Parties engaged in a thorough
15 study of the legal principles and facts applicable to the claims Plaintiff alleged and defenses Defendant
16 might assert. Defendant contested the merits and denied it was liable for any penalties. Moreover, even
17 if Defendant violated Section 226(a), Defendant contested the extent of liability. For example,
18 Defendant contended that numerous Class Members had released claims under Section 226(a).
19 Defendant also contended that only \$100 in PAGA penalties was available per wage statement, that
20 PAGA penalties would in any event be subject to discretionary reductions, and that liability under
21 Section 226(e) would be subject to additional defenses requiring proof of injuries resulting from
22 knowing and intentional violations.

23 4. Defendant also provided information related to the time period that Plaintiff’s allegations
24 applied, the number of employees issued wage statements during the period, and the number of wage
25 statements they were issued, among other items. Defendant’s willingness to engage in informal
26
27

28 ¹ Except as otherwise noted, all “Section” references are to the Labor Code.

discovery enabled Plaintiff to evaluate the full scope of Defendant's potential liability. Plaintiff served formal discovery to verify Defendant's representations.

5. Ultimately, on June 15, 2022, the Parties attended a mandatory settlement conference and were able to negotiate the settlement terms in the Joint Stipulation of Class Action Settlement, a true and correct copy of which is attached as **Exhibit 1**. While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to trial, the other Party would at least have reasonable arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was reasonable. The Gross Settlement Amount secures \$90.66 per wage statement—an excellent result that obtains 26.10% of the potential class recovery of \$352,900.00.² It is expected that, on average, each Class Member would be allocated \$588.64 (*after* all requested payments from the Gross Settlement Amount). The amount paid on average to each Class Member may increase, depending on how many Class Members opt out of the class action settlement. The amount actually paid to any Class Member may increase or decrease depending on his or her number of relevant wage statements during the Class Period.

6. Although I am confident that litigation of the claims would result in a classwide judgment against Defendant, I recognize the inherent risks in litigation, including the specific risks that class certification could be denied, liability could not be established at trial, or the applicable law could change. I recognize that the settlement resulting from extensive arm's length negotiations between the Parties is fair, reasonable, and adequate for each participating Class Member, given the inherent risks of litigation, as well as the potential for appeals and the costs of pursuing litigation.

7. Along with the filing of the motion for preliminary approval of the settlement in this matter, my regular practice would be to direct my office staff to similarly upload a copy of the motion papers to the LWDA in compliance with Section 2699(l)(2) and (4). Similarly, upon approval of a settlement in this matter, my regular practice would be to direct my office staff to similarly upload a copy of the Court's judgment, papers, or other orders awarding civil penalties under PAGA.

² The potential class recovery includes \$50 under Section 226(e) for each of 54 initial violations for Class Members, \$100 under Section 226(e) for each of 962 additional violations for Class Members, and \$250 under Section 226.3 for each of 1,016 violations.

1 8. I am one of the primary attorneys on this matter. My qualifications are as follows: After
2 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
3 2004 with concentrations in Management and Human Resources, I continued studying labor and
4 employment issues by enrolling in post-graduate education at the School of Labor and Employment
5 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
6 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
7 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
8 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

9 9. Upon graduating from law school in 2008, I practiced labor and employment law at
10 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
11 practice focused on wage and hour class, collective, and representative actions, with a particular
12 emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 (“PAGA”).
13 During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class,
14 collective, and representative actions that resulted in published opinions, including for example, *Ehret v.*
15 *WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on
16 absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of
17 not more than six hours), and *Ruelas v. Costco Wholesale Corporation*, 67 F. Supp. 3d 1137 (C.D. Cal.
18 Sept. 8, 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was
19 also able to obtain experience litigating representative claims or wage and hour matters through trial and
20 appeal. *E.g.*, *Velazquez v. Costco Wholesale Corporation*, 603 Fed. App’x 584 (9th Cir. Mar. 25, 2015)
21 (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to
22 pay wages); *Ward v. Costco Wholesale Corporation*, 552 Fed. App’x 631 (9th Cir. Jan. 9, 2014)
23 (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in
24 collective action with involving deductions from final paychecks). I also litigated class certification on
25 numerous matters. *E.g.*, *Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326
26 (denial of class certification on behalf of retail employees alleging off-the-clock work).

27 10. Based on my experience in wage and hour class, collective, and representative actions, I
28 have been interviewed and quoted in articles published in the Northern California Record about

1 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
2 hour class and representative action litigation, including for example articles on California kin care
3 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
4 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
5 laws in *California Transportation News*, a publication of the California Construction Trucking
6 Association.

7 11. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
8 which also focuses primarily on employment law. I have handled a number of wage and hour class and
9 representative actions and continue litigating such matters in numerous Superior Courts and District
10 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
11 mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have
12 obtained class certification and been appointed class counsel. No court has ever found me to be
13 inadequate class counsel.

14 12. My co-counsel and I will adequately represent the Class Members in this action.
15 Plaintiff's Counsel have and will zealously represent Plaintiff and the Class and pursue this lawsuit to its
16 conclusion.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct. Executed this 15th day of July 2022, at Pasadena, California.

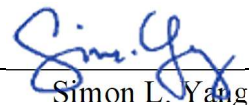
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Simon L. Yang

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

RODOLFO TELLEZ, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

SUN VALLEY RAISINS, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. VCU284414

[Assigned to Hon. Nathan Ide]

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: September 23, 2020

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between
3 Plaintiff, Rodolfo Tellez, on the one hand, and Defendant, Sun Valley Raisins, Inc., on the other hand.

4 **1. DEFINITIONS**

5 As used in this Agreement, the following terms shall have the following meanings:

6 **1.1. Action.** “Action” means the civil lawsuit originally entitled *Rodolfo Tellez v. Sun Valley*
7 *Raisins, Inc.*, filed on or about September 23, 2020, in the Superior Court of the State of California for
8 the County of Tulare designated as Case No. VCU284414.

9 **1.2. Administrator.** “Administrator” means the third-party settlement administrator approved
10 by the Court to administer the settlement.

11 **1.3. Agreement.** “Agreement” means this Joint Stipulation of Class Action Settlement.

12 **1.4. Class Counsel.** “Class Counsel” means Larry W. Lee and Simon L. Yang of Diversity
13 Law Group, P.C.

14 **1.5. Class Member.** “Class Member” and “Aggrieved Employee” mean any current and
15 former employee of Defendant in the State of California, who was furnished wage statements showing
16 “SVR” instead of Sun Valley Raisins, Inc. at any time during the Class Period. Defendant represents that
17 there are approximately 54 Class Members.

18 **1.6. Class Notice.** “Class Notice” means the Notice of Class Action Settlement, substantially
19 in the form attached as Exhibit A.

20 **1.7. Class Period.** “Class Period” and “PAGA Period” mean September 23, 2019, through the
21 present.

22 **1.8. Court.** “Court” means the Superior Court of California for the County of Tulare.

23 **1.9. Defendant.** “Defendant” means Sun Valley Raisins, Inc.

24 **1.10. Defendant’s Counsel.** “Defendant’s Counsel” means Justin T. Campagne of Campagne
25 & Campagne, A Professional Corporation.

26 **1.11. Effective Date.** “Effective Date” means: (a) if no objections to the settlement are filed,
27 the date the Final Approval Order is signed by the Court; (b) if objections to the settlement are filed, the
28 day following the expiration of the time for the filing of an appeal of the Final Approval Order; or (c) if

any appeals of the Final Approval Order are filed, the day following the expiration of time to further appeal an order affirming the Final Approval Order.

1.12. Final Approval Order. “Final Approval Order” means an order granting final approval of a settlement pursuant to this Agreement.

1.13. Gross Settlement Amount. “Gross Settlement Amount” means the maximum potential settlement amount—inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Award, PAGA Penalty Fund, and Individual Settlement Payments—that Defendant may be required to pay in connection with a Final Approval Order. Under no circumstances shall the Defendant be obligated to pay any amount to the Plaintiff, the Plaintiff’s attorneys, the Class Members, the aggrieved employees, and/or anyone else; any amount in excess of the Gross Settlement Amount.

1.13.1. Administration Costs. “Administration Costs” means a Court approved payment from the Gross Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking Class Notices, processing any required tax payments or reporting, providing any required tax forms, distributing payments pursuant to a Final Approval Order, and providing necessary reports or declarations, as requested by the Court or Class Counsel and Defendant’s Counsel.

1.13.2. Attorneys’ Fees and Costs Award. “Attorneys’ Fees and Costs Award” means a Court approved payment from the Gross Settlement Amount for Class Counsel’s attorneys’ fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs separately addressed above).

1.13.3. Class Representative Award. “Class Representative Award” means a Court approved payment from the Gross Settlement Amount to Plaintiff in recognition of his efforts and work in prosecuting the Action on behalf of Class Members and in consideration of Plaintiff’s additional general release of claims inapplicable to Settlement Class Members.

1.14. Individual Settlement Payment. “Individual Settlement Payment” means a Class Member’s potential payment from the Net Settlement Amount and PAGA Penalty Fund.

1.14.1. Individual Class Payment. “Individual Class Payment” means a Settlement Class Member’s potential payment from the Net Settlement Amount for settlement of class action claims.

1 **1.14.2. Individual PAGA Payment.** “Individual PAGA Payment” means an Aggrieved
2 Employee’s potential payment from the PAGA Penalty Fund for settlement of PAGA claims.

3 **1.15. Net Settlement Amount.** “Net Settlement Amount” means the remainder of the Gross
4 Settlement Amount after Court approved deductions for the PAGA Penalty Fund, Attorneys’ Fees and
5 Costs Award, Class Representative Award, and Administration Costs.

6 **1.16. PAGA Penalty Fund & LWDA Payment.** “PAGA Penalty Fund” means the portion of
7 the settlement allocated to PAGA penalties. “LWDA Payment” means a payment of 75% of the PAGA
8 Penalty Fund to the Labor & Workforce Development Agency (“LWDA”).

9 **1.17. Parties.** “Parties” means Plaintiff and Defendant.

10 **1.18. Plaintiff.** “Plaintiff” means Rodolfo Tellez.

11 **1.19. Preliminary Approval Order.** “Preliminary Approval Order” means an order granting
12 preliminary approval of a settlement pursuant to this Agreement.

13 **1.20. Released Party.** “Released Party” means Defendant and any of its parents or subsidiaries
14 and any of their officers, directors, employees, agents, and successors and assigns.

15 **1.21. Settlement Class Members.** “Settlement Class Members” means Class Members who do
16 not exclude themselves from the class action settlement by complying with the procedures set forth in
17 the Class Notice to opt out of the class action settlement.

18 **2. RECITALS**

19 **2.1. Initiation of Action.** On or about September 8, 2020, Plaintiff sent notice to the LWDA
20 and Defendant regarding violations of the Labor Code resulting from Defendant’s alleged failure to
21 furnish employees with wage statements that accurately showed the name and address of the legal entity
22 that is the employer. On or about September 23, 2020, Plaintiff filed the original complaint pursuing
23 class action claims on behalf of a putative class of current and former employees of Defendants in the
24 State of California who were issued wage statements showing “SVR” instead of “Sun Valley Raisins,
25 Inc.” and not showing any address at all. The Complaint also pursues claims under the Labor Code
26 Private Attorneys General Act of 2004 (“PAGA”) for the same Labor Code violations.

27 **2.2. Class Counsel’s Investigation.** On numerous dates, Plaintiff and Defendant met and
28 conferred about the alleged claims. Plaintiff served written discovery and met and conferred with

1 Defendant about the responses to the written discovery. The Parties also continued engaging in informal
2 discovery, and Defendant provided Plaintiff with information about various defenses. Class Counsel
3 continued investigating the alleged claims and also analyzed any defenses raised by Defendant.

4 **2.3. Settlement.** On June 15, 2022, the Parties attended a mandatory settlement conference
5 before the Court. The Parties were able to agree to settlement terms, which were reached after extensive
6 arm's length negotiations in light of all known facts and circumstances—including an unaccepted Rule
7 998 Offer, the uncertainty associated with litigation, the risks of significant delay, and numerous
8 potential appellate issues.

9 **2.4. No Admission of Liability.** Defendant denied and continues to deny all of the allegations
10 made by Plaintiff in the Action. Although Defendant denied and continues to deny all of the allegations
11 made by Plaintiff in the Action, Defendant—without admitting or conceding any liability or wrongdoing
12 whatsoever—has agreed to settle the Action on the terms and conditions set forth in this Agreement for
13 the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Action.

14 **2.5. Class Counsel's Evaluation.** Based on Class Counsel's ongoing investigation and
15 evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable,
16 adequate, and in the best interests of Class Members.

17 **2.6. Certification of Settlement Class.** This Agreement is contingent upon the approval and
18 certification by the Court of a class for purposes of settlement. The Parties agree to cooperate and take
19 all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a
20 Preliminary Approval Order and then Final Approval Order.

21 **3. Notice to Class Members**

22 **3.1. Administrator.** Plaintiff and Class Counsel shall request that the Court appoint Phoenix
23 Settlement Administrators as the Administrator for purposes of sending notice of the settlement to Class
24 Members. The Parties agree that Administration Costs should not exceed \$4,000.00.

25 **3.2. Class Data for Administrator.** Within seven calendar days of the Preliminary Approval
26 Order, Defendant shall provide to the Administrator each Class Member's last known mailing address,
27 as well as data sufficient for the Administrator to perform all necessary responsibilities pursuant to this
28 Agreement.

1 **3.3. Class Notice of Settlement.** The Administrator shall send Class Notice to Class
2 Members to provide notice of settlement within 14 calendar days of the Preliminary Approval Order,
3 pursuant to the procedures below. This shall be the sole means of notice to Class Members.

4 **3.4. Mailing of Notice.** The Administrator shall send Class Notice to each Class Member via
5 First Class U.S. Mail, using the last known mailing address for each Class Member, based on class data
6 provided by Defendant. Any Class Notice returned to the Administrator as undeliverable shall be sent
7 promptly via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is
8 provided, the Administrator shall promptly attempt to determine the correct address using a single skip-
9 trace search and shall then promptly send a single re-mailing.

10 **3.5. Proof of Mailing.** The Administrator shall provide Class Counsel and Defendant's
11 Counsel a declaration of due diligence and proof of mailing with regard to mailing of Class Notice.

12 **4. Class Members' Response Options**

13 **4.1. Consideration Period.** Class Members shall be provided 30 calendar days after the
14 postmark date of the initial mailing of Class Notice to exercise any rights to opt out of the class action
15 settlement. Except as provided herein, no Class Member responses that are postmarked more than 30
16 calendar days after the initial mailing of Class Notice shall be considered. The Parties shall do nothing to
17 encourage or solicit Class Members to opt out of or object to the class action settlement.

18 **4.2. Objection Right and Effect.** Settlement Class Members shall be given the opportunity to
19 object to the terms of the class action settlement. Settlement Class Members may object to the class
20 action settlement by mailing to the Administrator an objection within 30 calendar days after the
21 postmark date of the initial mailing of Class Notice, which describes the objection and states any
22 intention to appear at the final approval hearing. Alternatively, Settlement Class Members may appear at
23 the final approval hearing to object to the class action settlement. Absent good cause as determined by
24 the Court, any Settlement Class Member who does not comply with the objection procedures in the
25 Class Notice shall be deemed to have waived any objections and shall be foreclosed from making any
26 objection, whether by appeal or otherwise, to the class action settlement. Settlement Class Members who
27 object to the class action settlement pursuant to the terms of the Class Notice shall remain subject to
28

1 being bound by the release provisions in this Agreement pursuant to a Final Approval Order and shall
2 remain eligible to receive an Individual Class Payment.

3 **4.3. Opt-Out Right and Effect.** Class Members shall be given the opportunity to opt out of
4 the class action settlement. Class Members may opt out of the class action settlement by mailing to the
5 Administrator a Request for Exclusion within 30 calendar days after the postmark date of the initial
6 mailing of Class Notice. Any Request for Exclusion that does not comply with the procedures in the
7 Class Notice shall be deemed void and ineffective. Class Members who opt out of the class action
8 settlement pursuant to the terms of the Class Notice shall not receive any Individual Class Payments,
9 shall not be bound by the class action release provisions in this Agreement pursuant to a Final Approval
10 Order, and shall not be permitted to object to the settlement or appeal. If a Class Member submits both a
11 Request for Exclusion and an objection, the Administrator shall attempt to determine whether the Class
12 Member would like to withdraw either the Request for Exclusion or the objection. If the Class Member
13 does not withdraw a Request for Exclusion, or if the Administrator cannot contact the Class Member
14 who submits both a Request for Exclusion and an objection, the Request for Exclusion shall be deemed
15 valid and shall be deemed to invalidate the objection.

16 **4.4. Objection Response.** The Administrator must provide a copy of any objection received
17 to Class Counsel and Defendant's Counsel upon receipt. Either of the Parties may file a response to any
18 written objection no later than five court days before the final approval hearing.

19 **4.5. Proof of Class Members' Responses.** As soon as practicable after the end of the
20 consideration period, the Administrator shall provide a declaration attesting to (by number of relevant
21 individuals), its mailing of Class Notice, its inability to deliver Class Notice due to invalid addresses,
22 and its receipt of valid Requests for Exclusion or objections. The Administrator shall prepare any

23 supplemental declarations regarding the administration of the settlement, as necessary or as jointly
24 requested by the Parties or the Court.

25 **5. Settlement Proceeds**

26 **5.1. Gross Settlement Amount.** Defendant hereby warrants, that the number of relevant
27 wage statements to Class Members during the Class Period is 1,016. Defendant agrees to pay a non-
28 reversionary Gross Settlement Amount of \$92,110.00. In no circumstances shall Defendant be obligated

1 to pay any other additional amount to the Plaintiff, the Plaintiff's attorneys, the Class Members, the
2 aggrieved employees, or anyone else, as a result of this Settlement.

3 **5.1.1. Attorneys' Fees and Costs.** Class Counsel intends to request—and Defendant
4 agrees not to oppose—that the Court approve an Attorneys' Fees and Costs Award in the amount of (a)
5 33⅓% of the Gross Settlement Amount (or \$30,703.33) and (b) litigation costs of up to \$8,000.00.
6 Except as stated in this Agreement, the Parties are to be responsible for their own attorneys' fees and
7 costs.

8 **5.1.2. Class Representative Award.** Class Counsel intends to request—and Defendant
9 agrees not to oppose—that the Court approve a Class Representative Award of \$10,000. Any Class
10 Representative Award would be supplemental to Plaintiff's Individual Settlement Payment.

11 **5.1.3. Administration Costs.** Class Counsel intends to request—and Defendant agrees
12 not to oppose—that the Court approve Administration Costs of up to (and not to exceed) \$4,000.00. The
13 Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to
14 control and minimize Administration Costs.

15 **5.1.4. PAGA Penalty Fund and LWDA Payment.** The Parties intend to request that
16 the Court approve a PAGA Penalty Fund of \$10,160.00. The PAGA Penalty Fund shall be distributed
17 pursuant to statute with 75% of the PAGA Penalty Fund payable as an LWDA Payment. The remaining
18 25% of the PAGA Penalty Fund is to be distributed to Aggrieved Employees on a pro rata basis, based
19 on the number of relevant wage statements they received as reflected in Defendant's records.

20 **5.1.5. Differences in Requested and Approved Payments.** If the Court does not
21 approve the requested amounts for the Attorneys' Fees and Costs Award, Class Representative Award,
22 or Administration Costs, or PAGA Penalty Fund, any differences in the requested and approved amount
23 shall be allocated either to the Net Settlement Amount or from the Gross Settlement Amount.

24 **5.2. Net Settlement Amount.** After deducting the approved Attorneys' Fees and Costs
25 Award, Class Representative Award, Administration Costs, and PAGA Penalty Fund from the Gross
26 Settlement Amount,
27
28

1 **5.3. Individual Settlement Payments.** Individual Settlement Payments shall be distributed to
2 Settlement Class Members, without the need to submit a claim form on a pro rata basis, based on the
3 number of relevant wage statements they received as reflected in Defendant's records.

4 **5.4. Funding and Distribution.** By seven calendar days after the Final Approval Order,
5 Defendant shall deposit the Gross Settlement Amount with the Administrator. By seven calendar days
6 after the Effective Date and deposit of funds, the Administrator shall distribute all amounts to be paid
7 pursuant to the Final Approval Order. Upon completion of administration of the settlement, the
8 Administrator shall provide written certification of such completion to Class Counsel and Defendant's
9 Counsel.

10 **5.5. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
11 will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of
12 all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for
13 any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court
14 order that the principal for any expired checks escheat to the State of California's Unclaimed Property
15 Fund in the name of the Class Member.

16 **5.6. No Tax Advice or Liability.** All payments from the Net Settlement Amount shall be
17 classified for tax reporting purposes as penalties. The Administrator shall issue an IRS Form 1099 to
18 Plaintiff for any Class Representative Award, to Class Counsel for any Attorneys' Fees and Costs
19 Award, to the LWDA for any LWDA Payment, and to the Administrator for any Administration Costs.
20 The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving
21 any tax advice in connection with the settlement or any payments to be made pursuant to the Agreement.
22 The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the
23 taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such. By
24 participating in the settlement, each Class Member shall agree to be solely and legally responsible for
25 paying any applicable taxes on their respective Individual Settlement Payments and shall indemnify and
26 hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of
27 the payments.
28

1 **6. Releases**

2 **6.1. Releases by Settlement Class Members.** By operation of the entry of the Final Approval
3 Order, and except as to such rights or claims as may be created by this Agreement, all Settlement Class
4 Members fully release Defendant and each Released Party from any and all claims for violations of
5 Labor Code section 226(a) during the Class Period that were alleged in the Action or that reasonably
6 could have been alleged based on the facts alleged in the Action.

7 **6.2. Releases by Aggrieved Employees.** By operation of the entry of the Final Approval
8 Order, and except as to such rights or claims as may be created by this Agreement, all Aggrieved
9 Employees and the LWDA fully release Defendant and each Released Party from any and all claims for
10 civil penalties for violations of Labor Code section 226(a) during the PAGA Period that were alleged in
11 the Action or that reasonably could have been alleged based on the facts alleged in the Action.

12 **6.3. Additional Release by Plaintiff.** In addition to the above releases applicable to Plaintiff
13 as a Settlement Class Member and Aggrieved Employee, Plaintiff also generally releases all claims,
14 known or unknown, in favor of each Released Party, including a waiver of Civil Code section 1542.
15 Plaintiff expressly waives all rights provided by Civil Code section 1542 that Plaintiff may have against
16 each Released Party. Civil Code section 1542 states:

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

20 Plaintiff acknowledges that he has read the entirety of the Agreement, including the above language
21 from the Civil Code, and that he fully understands both the Agreement and Civil Code section 1542. By
22 executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to Civil
23 Code section 1542.

24 **7. Court Approval**

25 **7.1. Preliminary Approval.** Plaintiff shall submit a motion seeking a Preliminary Approval
26 Order, which would, among other things: (i) preliminarily approve the proposed settlement according to
27 the terms of this Agreement; (ii) set a date for a final approval hearing; and (iii) provide for Class Notice
28 to be sent to Class Members as specified herein.

1 **7.2. Final Approval.** Not later than 16 court days before the date set by the Court for a final
2 approval hearing, or such other time as the Court requires, Plaintiff shall submit a motion seeking a
3 Final Approval Order, which would, among other things: (i) approve the settlement, (ii) deem the terms
4 to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the settlement's terms and
5 provisions be carried out; (v) enter final judgment; and (vi) retain jurisdiction to oversee administration
6 and enforcement of the terms of this Agreement and the Court's orders.

7 **7.3. Effect of Failure to Obtain Final Approval.** In the event the Court effects a material
8 change or fails to enter a Final Approval Order in accordance with this Agreement, or such Final
9 Approval Order is vacated, then this entire Agreement shall be void and unenforceable, the Action shall
10 proceed as if no settlement has been attempted, and the costs of administration shall be split equally
11 between the Parties, subject to the Parties' agreement to the contrary. In such event, except as otherwise
12 stated in this Agreement, this Agreement and any documents in furtherance of this Agreement shall be
13 inadmissible in any future proceedings in this Action or any other action.

14 **8. Miscellaneous**

15 **8.1. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties
16 with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and
17 understandings between the Parties shall be deemed merged into this Agreement. The signatories
18 represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the
19 Parties to all terms stated herein.

20 **8.1.1. Counterparts and Signatures.** This Agreement may be executed in counterparts,
21 and when all signatories have signed and delivered at least one such counterpart, each counterpart shall
22 be deemed an original, and when taken together with other signed counterparts, shall constitute one
23 signed Agreement, which shall be binding upon and effective as to all Parties. Any party may sign and
24 deliver this Agreement by signing on the designated signature block and transmitting that signature page
25 via e-mail to counsel for the other party. Any signature via DocuSign or other electronic means or
26 transmitted via e-mail shall be deemed an original signature and shall be binding upon the party who
27 transmits the signature page.
28

1 **8.1.2. Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification, or
2 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
3 approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all
4 Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject
5 to any required Court approval. Any failure by any Party to insist upon the strict performance by the
6 other Party of any of the provisions of this Agreement shall not be deemed a waiver of future
7 performance of the same provisions or of any of the other provisions of this Agreement, and such Party,
8 notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of
9 any and all of the provisions of this Agreement.

10 **Construction.** The determination of the terms and conditions of this Agreement has been by
11 mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and
12 the terms and conditions of this Agreement are not intended to be, and shall not be, construed against
13 any party by virtue of draftsmanship. The captions of paragraphs of this Agreement have been inserted
14 for convenience of reference only and shall have no effect upon the construction or interpretation of any
15 part of this Agreement.

16 **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the
17 Court shall first attempt to construe the provisions valid to the fullest extent possible so as to render all
18 provisions of this Agreement valid and enforceable.

19 **8.2. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate and
20 use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties,
21 upon the request of another, agrees to perform such further acts and to execute and deliver such other
22 documents as are reasonably necessary to carry out the provisions of this Agreement.

23 **8.3. Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of
24 this Agreement as well as any and all matters arising out of, or related to, the implementation of this
25 Agreement and of the settlement contemplated thereby.

26 **8.4. Disputes.** If the Parties have a dispute with regard to the language of this Agreement,
27 they agree to engage a mediator to mediate any such dispute. The Parties will split the costs of the
28 mediator, and the Parties will bear their own fees and costs.

8.5. Governing Law and Enforcement Actions. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California.

PLAINTIFF

Dated: July 14, 2022

Rodolfo Tellez

COUNSEL FOR PLAINTIFF AND CLASS

Dated: July 14, 2022

Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: July 14, 2022

, Title
SUN VALLEY RAISINS, INC.

COUNSEL FOR DEFENDANT

Dated: July 14, 2022

Justin A. Campagne
CAMPAGNE & CAMPAGNE, A PROFESSIONAL
CORPORATION

8.5. Governing Law and Enforcement Actions. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California.

PLAINTIFF

Dated: July 14, 2022

DocuSigned by:
Radley J. Teller
 E1931C0F54B144D...
 KODAK INTELLIGENCE

COUNSEL FOR PLAINTIFF AND CLASS

Dated: July 14, 2022


Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: July 14, 2022

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SUN VALLEY RAISINS, INC.

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Dated: July 14, 2022

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CORPORATION

EXHIBIT A

This notice is being sent pursuant to court order. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

Rodolfo Tellez v. Sun Valley Raisins, Inc.,

Superior Court of the State of California for the County of Tulare Case No. VCU284414

If you were employed by Sun Valley Raisins, Inc. in California and furnished wage statements showing “SVR” instead of Sun Valley Raisins, Inc. at any time from September 23, 2019, through July 14, 2022, you could receive a payment from a class action settlement (hereinafter, “Settlement”).

Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of Tulare (the “Court”) has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and representative action under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) filed by Plaintiff, Rodolfo Tellez, against Defendant, Sun Valley Raisins, Inc., which has been designated Case No. VCU284414 (the “Action”).

- The Action alleges Defendant fails to provide lawful wage statements to employees. Specifically, it alleges Defendant’s wage statements fail to show the name and address of the legal entity that was the employer. On that basis, the Action pursues class action and PAGA claims.
- Defendant denies Plaintiff’s allegations and maintains it has fully complied with the law. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiff or others and expressly denies all such liability. Both Plaintiff and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the Court grants final approval of the class action settlement, it would provide cash payments to Class Members, based on the number of relevant wage statements that they received from September 23, 2019, through July 14, 2022 (the “Class Period” or “PAGA Period”).
- Based on Defendant’s records, you received **XXX** relevant wage statements, and an *estimate* of the amount that could be allocated to you is **\$XXX**. Whether you receive a payment depends on whether the Court grants final approval of the class action settlement and approves the PAGA settlement, and the amount you ultimately receive depends on the terms the Court finally approves and whether you have opted out of the class action settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing and the Court grants final approval of the class action settlement, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the Settlement.
OPT OUT	You may opt out of the class action settlement by submitting a Request for Exclusion. If you opt out, you may not object to the class action settlement, will not be eligible to receive an Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.
OBJECT	You may object to the class action settlement by submitting a written objection. If you object and the Court grants final approval of the class action settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment and will be bound by the class action release provisions of the settlement.

If the Court approves the PAGA settlement, you will receive an Individual PAGA Payment and will be bound by the PAGA release provisions of the Settlement, regardless of whether you opt out of or object to the class action settlement.

**THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT
AS TO THE MERITS OF THE CLAIMS.**

NOTICE OF CLASS ACTION SETTLEMENT

Questions? Please contact the Administrator at (xxx) xxx-xxxx.

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the “Notice”) because Defendant’s records show that you were employed by Defendant in California and furnished wage statements showing “SVR” instead of Sun Valley Raisins, Inc. at any time from September 23, 2019, through July 14, 2022 (“Class Member” or “Aggrieved Employee”). As a Class Member, you may be entitled to share in the funds to be made available for the class action settlement. As an Aggrieved Employee, you may be entitled to share in the funds to be made available for the PAGA settlement.

Because the Settlement preliminarily approved by the Court would affect Settlement Class Members’ legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court finally approves the Settlement, the Settlement will fully resolve the Action, and your legal rights may be affected by the Settlement.

The Court has preliminary approved Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. as Class Counsel. Based on their investigation and evaluation, they are of the opinion that the terms of Settlement are fair, reasonable, adequate, and in the best interests of Class Members. The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action Settlement (“Agreement”). You may obtain a copy of the Agreement from Phoenix Settlement Administrators, a neutral third-party appointed by the Court to administer the settlement (the “Administrator”).

2. What Is the Action About?

On September 8, 2020, Plaintiff sent notice to the State of California Labor & Workforce Development Agency (“LWDA”) and Defendant regarding violations of the Labor Code resulting from Defendant’s alleged failure to issue wage statements that accurately showed the name and address of the legal entity that was the employer.

On September 23, 2020, Plaintiff, on behalf of himself and all others similarly situated filed a complaint in the Superior Court of the State of California for the County of Tulare. The complaint alleges violation of Labor Code section 226(a) for failure to provide lawful wage statements.

Defendant denied and continues to deny (i) all of the allegations made by Plaintiff, (ii) that it violated any applicable laws, or (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendant agrees to pay a Gross Settlement Amount of \$92,110.00, which is inclusive of any Administration Costs, Attorneys’ Fees and Costs Award, Class Representative Award, LWDA Payment, and Individual Class Payments & Individual PAGA Payments awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the settlement (e.g., printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys’ Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) a Class Representative Award to Plaintiff both for his efforts in prosecuting the Action for Class Members and for Plaintiff’s additional general release of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund will be allocated to the LWDA as an LWDA Payment. The remainder of the PAGA Penalty Fund will be allocated entirely to Aggrieved Employees as Individual PAGA Payments, based on the formula described below.

Individual Class Payments and Individual PAGA Payments: Individual Class Payments shall be distributed to Settlement Class Members and Individual PAGA Payments shall be distributed to Aggrieved Employees, respectively, without the need to submit a claim form. Allocations for amounts payable to Settlement Class Members and Aggrieved Employees will be based on the number of relevant wage statements they received as reflected in Defendant’s records.

Funds from the PAGA Penalty Fund shall be distributed to Aggrieved Employees as Individual PAGA Payments and proportionally allocated among Aggrieved Employees based on the number of relevant wage statements during the PAGA Period for each Aggrieved Employee.

All payments to Class Members shall be classified for tax reporting purposes as penalties. Through this settlement, each Settlement Class Member and Aggrieved Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Class Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member or Aggrieved Employee.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or \$30,703.33) and (b) litigation costs.

Class Representative Award: Any Class Representative Award is to be determined by the Court and would be supplemental to Plaintiff's Individual Class Payment and Individual PAGA Payment. Class Counsel intends to request that the Court approve a Class Representative Award of \$10,000 for Plaintiff's efforts in prosecuting the Action for Class Members and for Plaintiff's additional general release of claims inapplicable to Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to \$5,000, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

All Payments Subject to Court Approval: The above payments will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the class action settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendant and any of its parents or subsidiaries and any of their officers, directors, managing agents, and successors and assigns (a "Released Party") from any and all claims for violations of Labor Code section 226(a) during the Class Period that were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the Action.

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

Upon approval, all Aggrieved Employees, the State of California, and the California Labor & Workforce Development Agency fully release Defendant and each Released Party from any and all claims for civil penalties for violations of Labor Code section 226(a) during the PAGA Period that were alleged in the Action or that reasonably could have been alleged based on the facts alleged in the Action ("the Released PAGA Claims").

For the Released PAGA Claims, this means that you, irrespective of whether you opt out from the class action settlement, cannot sue, continue to sue, or be part of any other PAGA lawsuit against Defendant about the legal issues resolved by this Settlement.

5. How Do I Object to the Class Action Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will automatically receive your Individual Class Payment and Individual PAGA Payment if the Court grants final approval of the class action settlement and approves the PAGA settlement.

If you want to object to the class action settlement, you may appear at the final approval hearing to object to the class action settlement. Alternatively, you must take the steps below:

- (1) You must mail a written statement to the Administrator listed below.
- (2) The written statement must include: your name, address, last four digits of your Social Security number, and the basis for your objection.
- (3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.
- (4) The written statement must be postmarked by [30 calendar days after the initial mailing of Notice].

If you object, you will remain bound by the class action settlement if finally approved and bound by the PAGA settlement if approved. If you do not want to be bound by the class action settlement if finally approved, you must opt out of the class action settlement. Regardless of whether you object to the class action settlement, you will be bound by the PAGA settlement if approved.

6. How Do I Opt Out of the Class Action Settlement?

If you do not want to participate in the class action settlement, you may opt out of the class action settlement. If you opt out of the class action settlement, you may not object to the class action settlement, will not receive any Individual Class Payment, and will not be bound by the class action release provisions of the Settlement.

In order to opt out, you MUST express your desire to be excluded from the class action settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion," include your name, current address, current telephone number, and last four digits of your social security number. Any such Request for Exclusion must be postmarked by [30 calendar days after the initial mailing of Notice].

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

7. Where Can I Get Additional Information?

This Notice summarizes the Settlement. For more information, you may contact the Administrator. Contact information for the Administrator and Class Counsel are as follows:

Administrator: xxx xxx xxx, California xxx Telephone: (xxx) xxx-xxxx	Class Counsel: DIVERSITY LAW GROUP, P.C. Larry W. Lee (lwlee@diversitylaw.com) Simon L. Yang (sly@diversitylaw.com) 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555
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PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THE SETTLEMENT